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PROCEEDINGS

ARBITRATION

BETWEEN THE

WESTERN RAILROADS

AND THE

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

AND THE

BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN

Submitted to Arbitration, under the Act of July 15, 1913
By Agreement Dated August 3, 1914

CHICAGO, ILLINOIS

Nov. 30-Dec. 10, 1914

Testimony Nos. 1-9

Pages 1-890

Vol. 1

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AN ACT

Providing for Mediation, Conciliation, and Arbitration in Controversies Between Certain Employers and Their Employees

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment from one State or Territory of the United States or the District of Columbia to any other State or Territory of the United States or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties

thereto and shall not affect the obligations of said carrier either to the public or to the private parties concerned.

A common carrier subject to the provisions of this Act is hereinafter referred to as an "employer," and the employees of one or more of such carriers are hereinafter referred to as "employees."

SEC. 2. That whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between an employer or employers and employees subject to this Act interrupting or threatening to interrupt the business of said employer or employers to the serious detriment of the public interest, either party to such controversy may apply to the Board of Mediation and Conciliation created by this Act and invoke its services for the purpose of bringing about an amicable adjustment of the controversy; and upon the request of either party the said board shall with all practicable expedition put itself in communication with the parties to such controversy and shall use its best efforts, by mediation and conciliation, to bring them to an agreement; and if such efforts to bring about an amicable adjustment through mediation and conciliation shall be unsuccessful, the said board shall at once endeavor to induce the parties to submit their controversy to arbitration in accordance with the provisions of this Act.

In any case in which an interruption of traffic is imminent and fraught with serious detriment to the public interest, the Board of Mediation and Conciliation may, if in its judgment such action seem desirable, proffer its services to the respective parties to the controversy.

In any case in which a controversy arises over the meaning or the application of any agreement reached through mediation under the provisions of this Act either party to the said agreement may apply to the Board of Mediation and Conciliation for an expression of opinion from such board as to the meaning or application of such agreement and the said board shall upon receipt of such request give its opinion as soon as may be practicable.

SEC. 3. That whenever a controversy shall arise between an employer or employers and employees subject to this Act, which can not be settled through mediation and conciliation in the manner provided in the preceding section, such controversy may

be submitted to the arbitration of a board of six, or, if the parties to the controversy prefer so to stipulate, to a board of three persons, which board shall be chosen in the following manner: In the case of a board of three, the employer or employers and the employees, parties respectively to the agreement to arbitrate, shall each name one arbitrator; and the two arbitrators thus chosen shall select the third arbitrator; but in the event of their failure to name the third arbitrator within five days after their first meeting, such third arbitrator shall be named by the Board of Mediation and Conciliation. In the case of a board of six, the employer or employers and the employees, parties respectively to the agreement to arbitrate, shall each name two arbitrators, and the four arbitrators thus chosen shall, by a majority vote, select the remaining two arbitrators; but in the event of their failure to name the two arbitrators within fifteen days after their first meeting the said two arbitrators, or as many of them as have not been named, shall be named by the Board of Mediation and Conciliation.

In the event that the employees engaged in any given controversy are not members of a labor organization, such employees may select a committee which shall have the right to name the arbitrator, or the arbitrators, who are to be named by the employees as provided above in this section.

SEC. 4. That the agreement to arbitrate—

First. Shall be in writing;

Second. Shall stipulate that the arbitration is had under the provisions of this Act;

Third. Shall state whether the board of arbitration is to consist of three or six members;

Fourth. Shall be signed by duly accredited representatives of the employer or employers and of the employees;

Fifth. Shall state specifically the questions to be submitted to the said board for decision;

Sixth. Shall stipulate that a majority of said board shall be competent to make a valid and binding award;

Seventh. Shall fix a period from the date of the appointment of the arbitrator or arbitrators necessary to complete the board, as provided for in the agreement, within which the said board shall commence its hearings;

Eighth. Shall fix a period from the beginning of the hear-

ings within which the said board shall make and file its award: *Provided*, That this period shall be thirty days unless a different period be agreed to;

Ninth. Shall provide for the date from which the award shall become effective and shall fix the period during which the said award shall continue in force;

Tenth. Shall provide that the respective parties to the award will each faithfully execute the same;

Eleventh. Shall provide that the award and the papers and proceedings, including the testimony relating thereto, certified under the hands of the arbitrators, and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the district court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon the parties to the agreement unless set aside for error of law apparent on the record;

Twelfth. May also provide that any difference arising as to the meaning or the application of the provisions of an award made by a board of arbitration shall be referred back to the same board or to a subcommittee of such board for a ruling, which ruling shall have the same force and effect as the original award; and if any member of the original board is unable or unwilling to serve another arbitrator shall be named in the same manner as such original member was named.

SEC. 5. That for the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance and testimony of witnesses and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements, and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. That every agreement of arbitration under this Act shall be acknowledged by the parties thereto before a notary public or a clerk of the district or the circuit court of appeals of

the United States, or before a member of the Board of Mediation and Conciliation, the members of which are hereby authorized to take such acknowledgments; and when so acknowledged shall be delivered to a member of said board or transmitted to said board to be filed in its office.

When such agreement of arbitration has been filed with the said board, or one of its members, and when the said board, or a member thereof, has been furnished the names of the arbitrators chosen by the respective parties to the controversy, the board, or a member thereof, shall cause a notice in writing to be served upon the said arbitrators, notifying them of their appointment, requesting them to meet promptly to name the remaining arbitrator or arbitrators necessary to complete the board, and advising them of the period within which, as provided in the agreement of arbitration, they are empowered to name such arbitrator or arbitrators.

When the arbitrators selected by the respective parties have agreed upon the remaining arbitrator or arbitrators, they shall notify the Board of Mediation and Conciliation; and in the event of their failure to agree upon any or upon all of the necessary arbitrators within the period fixed by this Act they shall, at the expiration of such period, notify the Board of Mediation and Conciliation of the arbitrators selected, if any, or of their failure to make or to complete such selection.

If the parties to an arbitration desire the reconvening of a board to pass upon any controversy arising over the meaning or application of an award, they shall jointly so notify the Board of Mediation and Conciliation, and shall state in such written notice the question or questions to be submitted to such reconvened board. The Board of Mediation and Conciliation shall thereupon promptly communicate with the members of the board of arbitration or a subcommittee of such board appointed for such purpose pursuant to the provisions of the agreement of arbitration, and arrange for the reconvening of said board or subcommittee, and shall notify the respective parties to the controversy of the time and place at which the board will meet for hearings upon the matters in controversy to be submitted to it.

SEC. 7. That the board of arbitration shall organize and select its own chairman and make all necessary rules for con-

ducting its hearings; but in its award or awards the said board shall confine itself to findings or recommendations as to the questions specifically submitted to it or matters directly bearing thereon. All testimony before said board shall be given under oath or affirmation, and any member of the board of arbitration shall have the power to administer oaths or affirmations. It may employ such assistants as may be necessary in carrying on its work. It shall, whenever practicable, be supplied with suitable quarters in any Federal building located at its place of meeting or at any place where the board may adjourn for its deliberations. The board of arbitration shall furnish a certified copy of its awards to the respective parties to the controversy, and shall transmit the original, together with the papers and proceedings and a transcript of the testimony taken at the hearings, certified under the hands of the arbitrators, to the clerk of the district court of the United States for the district wherein the controversy arose or the arbitration is entered into, to be filed in said clerk's office as provided in paragraph eleven of section four of this Act. And said board shall also furnish a certified copy of its award, and the papers and proceedings, including the testimony relating thereto, to the Board of Mediation and Conciliation, to be filed in its office.

The United States Commerce Court, the Interstate Commerce Commission, and the Bureau of Labor Statistics are hereby authorized to turn over to the Board of Mediation and Conciliation upon its request any papers and documents heretofore filed with them and bearing upon mediation or arbitration proceedings held under the provisions of the Act approved June first, eighteen hundred and ninety-eight, providing for mediation and arbitration.

SEC. 8. That the award, being filed in the clerk's office of a district court of the United States as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation, and judgment be entered accordingly, when such exceptions shall have been finally disposed of either by said district court or on appeal therefrom.

At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid judgment shall be entered in accordance with said decision, unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and, being certified by the clerk thereof to said district court, judgment pursuant thereto shall thereupon be entered by said district court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award in whole or in part; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

Nothing in this Act contained shall be construed to require an employee to render personal service without his consent, and no injunction or other legal process shall be issued which shall compel the performance by any employee against his will of a contract for personal labor or service.

SEC. 9. That whenever receivers appointed by a Federal court are in the possession and control of the business of employers covered by this Act the employees of such employers shall have the right to be heard through their representatives in such court upon all questions affecting the terms and conditions of their employment; and no reduction of wages shall be made by such receivers without the authority of the court therefor, after notice to such employees, said notice to be given not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway or in the customary places on the premises of other employers covered by this Act.

SEC. 10. That each member of the board of arbitration created under the provisions of this Act shall receive such compensation as may be fixed by the Board of Mediation and Conciliation, together with his traveling and other necessary expenses. The sum of \$25,000, or so much thereof as may be

necessary, is hereby appropriated, to be immediately available and to continue available until the close of the fiscal year ending June thirtieth, nineteen hundred and fourteen, for the necessary and proper expenses incurred in connection with any arbitration or with the carrying on of the work of mediation and conciliation, including per diem, traveling, and other necessary expenses of members or employees of boards of arbitration and rent in the District of Columbia, furniture, office fixtures and supplies, books, salaries, traveling expenses, and other necessary expenses of members or employees of the Board of Mediation and Conciliation, to be approved by the chairman of said board and audited by the proper accounting officers of the Treasury.

SEC. 11. There shall be a Commissioner of Mediation and Conciliation, who shall be appointed by the President, by and with the advice and consent of the Senate, and whose salary shall be \$7,500 per annum, who shall hold his office for a term of seven years and until a successor qualifies, and who shall be removable by the President only for misconduct in office. The President shall also designate not more than two other officials of the Government who have been appointed by and with the advice and consent of the Senate, and the officials thus designated, together with the Commissioner of Mediation and Conciliation, shall constitute a board to be known as the United States Board of Mediation and Conciliation.

There shall also be an Assistant Commissioner of Mediation and Conciliation, who shall be appointed by the President, by and with the advice and consent of the Senate, and whose salary shall be \$5,000 per annum. In the absence of the Commissioner of Mediation and Conciliation, or when that office shall become vacant, the assistant commissioner shall exercise the functions and perform the duties of that office. Under the direction of the Commissioner of Mediation and Conciliation, the assistant commissioner shall assist in the work of mediation and conciliation and when acting alone in any case he shall have the right to take acknowledgments, receive agreements of arbitration, and cause the notices in writing to be served upon the arbitrators chosen by the respective parties to the controversy, as provided for in section five of this Act.

The Act of June first, eighteen hundred and ninety-eight,

relating to the mediation and arbitration of controversies between railway companies and certain classes of their employees is hereby repealed: *Provided*, That any agreement of arbitration which, at the time of the passage of this Act, shall have been executed in accordance with the provisions of said Act of June first, eighteen hundred and ninety-eight, shall be governed by the provisions of said Act of June first, eighteen hundred and ninety-eight, and the proceedings thereunder shall be conducted in accordance with the provisions of said Act.

Approved, July 15, 1913. (Public No. 6, S. 2517.)

City of Washington, District of Columbia, Aug. 3, 1914.

ARBITRATION AGREEMENT

THIS AGREEMENT, made and entered into this third day of August, 1914, between certain Western Railroads, so-called, a list of which is hereto annexed, marked "Exhibit A" and made a part hereof, and which railroads are represented by a Conference Committee of Managers, of which Mr. A. W. Trenholm is Chairman, parties of the first part, and the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, representing the engineers, firemen and hostlers in the service of said railroads, parties of the second part, WITNESSETH:

(1) The parties hereto mutually agree that the matters in controversy between them, as hereinafter stated, shall be and are hereby submitted to arbitration under the provisions of an Act of Congress, approved July 15, 1913, entitled "An Act providing for mediation, conciliation and arbitration in controversies between certain employers and their employees."

(2) That there shall be a Board of Arbitration consisting of six (6) members, to be named and selected as provided in said Act.

(3) That the questions to be submitted to said Board for decision, and the only questions, are those enumerated and set forth in the communication from said Brotherhoods to the Chairman of the Association of Western Railways under date of October 10, 1913, a copy of which, marked "Exhibit B," is hereto annexed and made a part hereof.

(4) That a majority of said Board shall be competent to make a valid and binding award.

(5) That said Board shall commence its hearings, which shall be held in the City of Chicago, within thirty days after the appointment of the arbitrator or arbitrators necessary to complete the Board as above to be constituted.

(6) That said Board shall make and file its award within ninety days from the beginning of its hearings.

(7) That the award made by said Board shall become effective at the expiration of ten days after the making and filing of the same, and shall continue in force for one year from that date and thereafter subject to the usual thirty days' notice to or by any of said railroads; but such notice may be given before the expiration of said year.

(8) That the respective parties hereto, and each of them, will accept the award of said Board and faithfully execute the same.

(9) That the award and the papers and proceedings, including the testimony relating thereto, certified under the hands of the arbitrators, and which shall have the force and effect of a bill of exceptions, shall be filed in the Clerk's office of the District Court of the United States for the Northern District of Illinois, Eastern Division, and shall be final and conclusive upon the parties hereto unless set aside for error of law apparent on the record.

(10) That any difference arising as to the meaning or the application of the award made by said Board shall be referred back to the Board for a ruling thereon, which ruling shall have the same force and effect as the original award; and both parties, at the request of either of them, hereby agree to join in giving notice for reconvening said Board and of the question or questions to be submitted to the reconvened Board. If any member of said Board is unable or unwilling to serve, another arbitrator shall be named in the same manner as such member was originally named. And to promote a speedy determination of any difference arising over the meaning or application of said award, the parties of the first part hereby appoint the Chairman of the Association of Western Railways for the time being as their agent and attorney and the agent

and attorney of each of them, to join in a notice to the Board of Mediation and Conciliation for the reconvening of said Board of Arbitration, and to state in such notice the question or questions to be submitted to the reconvened Board; and the parties of the second part hereby appoint the Grand Chief of the Brotherhood of Locomotive Engineers for the time being as the agent and attorney of each of them for the like purpose.

(11) That the schedules, rates, rules and practices relating to wages in effect October 10, 1913, with the amendments thereto and accepted rulings thereon, are hereby restored and are to remain in full force and effect until the end of the period covered by the award, except as modified by the award, and thereafter until changed as provided in the individual schedules.

(12) That any rates of pay, including excess mileage or arbitrary differentials, that are higher, or any rules or conditions of employment contained in individual schedules in effect October 10, 1913, that are more favorable to the employes than the award of said Board, shall not be modified or affected by said award.

IN WITNESS WHEREOF, this agreement has been signed on behalf of the parties of the first part by the Chairman of the Conference Committee of Managers above named, duly authorized thereto, and on behalf of the parties of the second part by W. S. Stone, Grand Chief of the Brotherhood of Locomotive Engineers, and W. S. Carter, President of the Brotherhood of Locomotive Firemen and Enginemen, the day and year first above written.

(Signed) A. W. TRENHOLM,
Chairman, Conference Committee of Managers.

(Signed) W. S. STONE,
Grand Chief, Brotherhood of Locomotive Engineers.

(Signed) W. S. CARTER,
President, Brotherhood of Locomotive Firemen and Enginemen.

DISTRICT OF COLUMBIA, ss.

On this third day of August, 1914, before me personally appeared A. W. Trenholm, W. S. Stone, and W. S. Carter, to me personally known to be the persons described in and who

executed the foregoing instrument, and severally acknowledged the execution thereof.

(Signed) MARTIN A. KNAPP,
Member United States Board of Mediation and Conciliation.

EXHIBIT "A"

LIST OF ROADS REPRESENTED

- ATCHISON, TOPEKA & SANTA FE RY.—EASTERN LINES.
 ATCHISON, TOPEKA & SANTA FE RY.—WESTERN LINES.
 Southern Kansas Ry. of Texas.
 Pecos & Northern Texas Ry.
 Pecos River R. R.
 Rio Grande & El Paso R. R.
 ATCHISON, TOPEKA & SANTA FE RY.—COAST LINES.
 Grand Canyon Ry.
 A. T. & S. F. RY.—SANTA FE, PRESCOTT & PHOENIX LINES.
 GULF, COLORADO & SANTA FE RY.
 Texas & Gulf Railway.
 Gulf & Interstate Ry. of Texas.
 Concho, San Saba & Llano Valley R. R.
 BALTIMORE & OHIO CHICAGO TERMINAL R. R.
 BELT RY. OF CHICAGO (Firemen only).
 CANADIAN NORTHERN RAILWAY.
 Duluth, Winnipeg & Pacific Ry.
 CANADIAN PACIFIC RY.—LINES WEST OF FORT WILLIAM.
 CHICAGO & ALTON RAILROAD.
 CHICAGO & NORTH WESTERN RY.
 Pierre & Fort Pierre Bridge Ry.
 Pierre, Rapid City & Northwestern R. R.
 Wyoming & Northwestern Ry.
 CHICAGO & WESTERN INDIANA R. R. (Firemen only).
 CHICAGO, BURLINGTON & QUINCY R. R.
 CHICAGO, GREAT WESTERN R. R.
 CHICAGO JUNCTION RY.
 CHICAGO, MILWAUKEE & ST. PAUL RY.—EASTERN LINES.
 CHICAGO, MILWAUKEE & ST. PAUL RY.—PUGET SOUND LINES.
 Bellingham & Northern R. R.
 Tacoma Eastern R. R.

CHICAGO, ROCK ISLAND & PACIFIC RY.
 Chicago, Rock Island & Gulf Ry.
 COLORADO & SOUTHERN RY.
 CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RY.
 DAVENPORT, ROCK ISLAND & NORTH WESTERN RY.
 DENVER & RIO GRANDE R. R.
 DULUTH, SOUTH SHORE & ATLANTIC RY.
 Mineral Range R. R.
 EL PASO & SOUTHWESTERN RY.
 FORT WORTH BELT RY.
 FORT WORTH & DENVER CITY RY.
 Wichita Valley Ry.
 GREAT NORTHERN RY. SYSTEM.
 ILLINOIS CENTRAL R. R.
 Yazoo & Mississippi Valley Ry.
 INTERNATIONAL & GREAT NORTHERN RY.
 KANSAS CITY, CLINTON & SPRINGFIELD RY.
 KANSAS CITY SOUTHERN RY.
 Texarkana & Ft. Smith Ry.
 KANSAS CITY TERMINAL RY.
 LOUISIANA & ARKANSAS RY.
 MINNEAPOLIS, ST. PAUL & SAULT SAINTE MARIE RY.
 MISSOURI & NORTH ARKANSAS R. R.
 MISSOURI, KANSAS & TEXAS RY.
 Missouri, Kansas & Texas Ry. of Texas.
 Beaumont & Great Northern R. R.
 Texas Central R. R.
 Wichita Falls Lines.
 MISSOURI, OKLAHOMA & GULF RY.
 MISSOURI PACIFIC RY. and ST. LOUIS, IRON MOUNTAIN & SOUTH-
 ERN RY.
 NORTHERN PACIFIC RY.
 OREGON-WASHINGTON R. R. & NAVIGATION CO.
 OREGON SHORT LINE R. R.
 ST. LOUIS & SAN FRANCISCO R. R. (Except Hostlers).
 NEW ORLEANS, TEXAS & MEXICO R. R.
 Orange & Northwestern R. R.
 Beaumont, Sour Lake & Western Ry.
 ST. LOUIS, BROWNSVILLE & MEXICO RY.
 ST. LOUIS, SAN FRANCISCO & TEXAS RY.
 Fort Worth & Rio Grande Ry.

ST. LOUIS SOUTHWESTERN RY.

St. Louis Southwestern Ry. of Texas.

SAN ANTONIO & ARANSAS PASS RY.

SAN PEDRO, LOS ANGELES & SALT LAKE R. R.

SOUTHERN PACIFIC Co.—PACIFIC SYSTEM.

SUNSET CENTRAL LINES:

Galveston, Harrisburg & San Antonio Ry.

Houston & Texas Central R. R.

Houston East & West Texas Ry.

Houston & Shreveport R. R.

Texas & New Orleans R. R.

Morgan's Louisiana & Texas R. R. and Steamship Co.

Louisiana Western R. R.

SPOKANE, PORTLAND & SEATTLE RY.

Oregon Trunk Ry.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

St. Louis Merchants Bridge Terminal Ry.

TEXAS & PACIFIC RY.

Denison & Pacific Suburban Ry.

Weatherford, Mineral Wells & N. W. Ry.

TRINITY & BRAZOS VALLEY RY.

UNION PACIFIC R. R.

UNION RAILWAY—MEMPHIS.

UNION STOCK YARDS OF OMAHA.

WABASH RAILROAD—LINES WEST OF DETROIT & TOLEDO.

WESTERN PACIFIC RY.

THE WIGGINS FERRY Co.

EXHIBIT "B"

LETTER NO. 1.

Chicago, Ill., October 10, 1913.

MR. W. S. TINSMAN,

Chairman, Managers' Association,

Room 1863, Transportation Building,

608 S. Dearborn St., Chicago, Ill.

Dear Sir: The locomotive engineers, firemen and hostlers employed on the roads named on the inclosed list have instructed

us to present to you the inclosed revision of the present schedules of wages and working conditions of locomotive engineers, firemen and hostlers operating steam or other motive power.

We ask that you take this matter up with each of the roads named, and ask them to join with all other railway managements in the western territory in delegating to a conference committee of managers authority to represent their respective roads in the conducting of joint negotiations.

We desire it understood that all rates, rules and conditions not affected by these proposed amendments shall remain unchanged, but will be subject to changes through negotiations by the proper officials and committees, as in the past.

We request that all lines or divisions of railway owned, leased, operated or controlled by the roads named in the inclosed list be included in these negotiations, and any agreement reached shall apply to all of such lines of railway.

We also request the privilege of submitting the names of other roads in the western territory as fast as we hear from them.

We hope all roads will accept the notice presented to them as the proper notice required for the opening of existing schedules for amendment.

Yours very truly,

(Signed) W. S. STONE,

Grand Chief Engineer, Brotherhood of Locomotive
Engineers, 1114 B. of L. E. Building, Cleveland, Ohio.

(Signed) W. S. CARTER,

President, Brotherhood of Locomotive Firemen and
Enginemen, Peoria, Ill.

ARTICLES

SUBMITTED BY THE WESTERN ASSOCIATION OF THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND THE BROTHERHOOD OF LOCO-
MOTIVE FIREMEN AND ENGINEMEN.

ARTICLE I.

BASIS OF A DAY'S WORK.

Passenger Service.

One hundred miles or less, five hours or less, will constitute a day's work in all classes of passenger service. All mileage in excess of 100 miles shall be paid for pro rata.

All Other Service Except Switching.

One hundred miles or less, 10 hours or less, will constitute a day's work in all classes of service except passenger and switching service. All mileage in excess of 100 miles shall be paid for pro rata. Ten miles' run will be the equivalent of one hour's service performed, or vice versa.

OVERTIME IN ROAD SERVICE.

Passenger Service.

Overtime in passenger service will be computed and paid for on a basis of twenty miles per hour, at rate for each class of engine used.

All Other Road Service.

Overtime in all other service except passenger and switching service will be computed on a basis of ten miles per hour, and paid for at the rate of 15 miles per hour, at rate for each class of engine used.

All overtime will be computed on the minute basis.

ARTICLE II.

RATES OF PAY.

Passenger Service.

The rate in passenger service on locomotives other than the Mallet type weighing less than:

	Engineers.	Firemen.
50,000 lbs. on drivers shall be.....	\$4.50	\$2.90
80,000 lbs. and less than 100,000 lbs. on drivers.....	4.60	3.00
100,000 lbs. and less than 140,000 lbs. on drivers.....	4.80	3.15
140,000 lbs. and less than 170,000 lbs. on drivers.....	5.00	3.25
170,000 lbs. and less than 200,000 lbs. on drivers.....	5.15	3.40
200,000 lbs. and less than 225,000 lbs. on drivers.....	5.35	3.50
225,000 lbs. and less than 250,000 lbs. on drivers.....	5.50	3.65
250,000 lbs. and over on drivers.....	5.60	3.75

In all classes of service except passenger and switching service on locomotives other than Mallet type weighing less than:

	Engineers.	Firemen.
80,000 lbs. on drivers shall be.....	\$5.00	\$3.25
80,000 lbs. and less than 100,000 lbs. on drivers.....	5.20	3.40
100,000 lbs. and less than 140,000 lbs. on drivers.....	5.40	3.50
140,000 lbs. and less than 170,000 lbs. on drivers.....	5.60	3.65
170,000 lbs. and less than 200,000 lbs. on drivers.....	5.80	3.75

	Engineers.	Firemen.
200,000 lbs. and less than 225,000 lbs. on drivers.....	6.10	4.00
225,000 lbs. and less than 250,000 lbs. on drivers.....	6.40	4.25
250,000 lbs. and over on drivers.....	6.70	4.50

Mallet type engines, all classes of service, except switching service, weighing less than:

	Engineers.	Firemen.
250,000 lbs. on drivers.....	\$7.50	\$4.90
250,000 lbs. and less than 300,000 lbs. on drivers.....	7.75	5.10
300,000 lbs. and less than 400,000 lbs. on drivers.....	8.00	5.25
400,000 lbs. and over on drivers.....	8.25	5.50

Pusher, Helper, Mine Runs, Work, Wreck, Belt Line, Transfer, and All Other Unclassified Service.

Engineers and Firemen on Locomotives in pusher and helper service, mine runs, work, wreck, belt line and transfer service, and all other unclassified service, will be paid through freight rate according to the class of engine.

Divisions Where Grade Is 1.8%.

On all divisions where grade is one and eight-tenths per cent or over, an increase of ten per cent over Valley rates will be paid.

Narrow Gauge Locomotives.

On Roads where narrow-gauge locomotives are in service, a five per cent increase over present rates in effect shall be granted.

Electric Locomotives, Electric Either Multiple Unit or Single, Gasoline or Other Service.

Wherever electric, multiple unit, gasoline or other service is installed as a substitute for steam, or is now in operation on any railroad parties to this agreement or on any of the tracks operated or controlled by any of them as part of their system, the Locomotive Engineers and Firemen shall have the right to the position of Motorman and Helper, respectively. The term "helper" will be understood to mean the second man employed on electric locomotives or other power.

Seniority Rights; Rules, Hours of Service and Mileage.

Seniority rights to be interchangeable. Steam rules, hours of service and mileage to apply with the following rates of pay:

Passenger Service.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$4.50	\$3.35
Over 20,000 lbs. tractive power and less than 25,000 lbs.....	4.60	3.35
Over 25,000 lbs. tractive power and less than 30,000 lbs.....	4.70	3.35
Over 30,000 lbs. tractive power and less than 35,000 lbs.....	4.80	3.35
Over 35,000 lbs. tractive power and less than 40,000 lbs.....	4.90	3.35
Over 40,000 lbs. tractive power and less than 45,000 lbs.....	5.00	3.35
Over 45,000 lbs. tractive power and less than 50,000 lbs.....	5.15	3.35
Over 50,000 lbs. tractive power and less than 55,000 lbs.....	5.35	3.35
Over 55,000 lbs. tractive power and less than 60,000 lbs.....	5.50	3.35
60,000 lbs. tractive power and over.....	5.60	3.35

All Other Service Except Passenger and Switching.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$5.00	\$3.75
Over 20,000 lbs. tractive power and less than 25,000 lbs.....	5.20	3.75
Over 25,000 lbs. tractive power and less than 30,000 lbs.....	5.30	3.75
Over 30,000 lbs. tractive power and less than 35,000 lbs.....	5.40	3.75
Over 35,000 lbs. tractive power and less than 40,000 lbs.....	5.60	3.75
Over 40,000 lbs. tractive power and less than 45,000 lbs.....	5.80	3.75
Over 45,000 lbs. tractive power and less than 50,000 lbs.....	6.00	3.75
Over 50,000 lbs. tractive power and less than 55,000 lbs.....	6.20	3.75
Over 55,000 lbs. tractive power and less than 60,000 lbs.....	6.40	3.75
Over 60,000 lbs. tractive power and less than 65,000 lbs.....	6.60	3.75
Over 65,000 lbs. tractive power and less than 70,000 lbs.....	6.80	3.75
70,000 lbs. tractive power and over.....	7.00	3.75

Switching Service.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$4.75	\$3.10
Over 20,000 lbs. tractive power and less than 40,000 lbs.....	5.00	3.10
Over 40,000 lbs. tractive power and less than 60,000 lbs.....	5.50	3.10
60,000 lbs. tractive power and over.....	6.00	3.10

ARTICLE III.

LOCAL OR WAY FREIGHT SERVICE.

Local trains are way freight or mixed trains whose work is the loading or unloading of freight or doing station switching en route.

Engineers and Firemen on such trains will be paid ten per cent increase over through freight rates.

Additional Pay.

Through or irregular freight trains doing work such as loading or unloading freight, stock or company material, switching at stations, spurs, mines, mills, or required to pick up or set out cars, unless cars to be picked up are first out, or cars to be

set out are switched together at terminals, or doing any other similar work, shall be paid for same at overtime rates in addition to time or mileage made on the trip.

ARTICLE IV.

SWITCHING SERVICE.

Rates of Pay.

	Engineers.	Firemen.
Engines weighing less than 140,000 lbs. on drivers.....	\$4.75	\$3.10
Engines weighing 140,000 lbs. and over on drivers.....	5.00	3.25
Mallet type engines	6.00	4.00

Engineers and Firemen required to begin service other than between the hours of 6 a. m. and 8 a. m. will be paid 2 cents per hour, in addition to above rate.

Day's Work.

Ten hours or less will constitute a day's work in switching service. Time to be computed continuously, all over ten hours to be computed and paid for at rate of time and one-half. All overtime to be computed on minute basis.

Meals.

Switch Engineers and Firemen will not be required to work longer than six consecutive hours without being allowed thirty minutes undisturbed for meals.

Road Engines Used.

When Road Engines are used in yard service, road rates will apply.

ARTICLE V.

PREPARATORY TIME.

Engineers and Firemen in all classes of service will be allowed thirty minutes as preparatory time in addition to all other time or mileage made on the trip or day, at the pro rata rate corresponding with class of locomotive and service; provided, that on lines of railroad where rules or schedules require them to be on duty more than thirty minutes before time ordered to leave roundhouse or other point, they will be allowed one hour's time, and when required to be on duty more than one hour, actual time will be allowed. Preparatory time will be the time Engineers and Firemen are required to be on their

locomotives, prior to time ordered to leave roundhouse or other point.

ARTICLE VI.

TERMINAL DELAY.

Passenger Service.

Initial terminal delay for Engineers and Firemen in passenger service shall begin at the time they are called to leave roundhouse or other point and shall end upon departure of trains from passenger depot.

Final terminal delay for Engineers and Firemen in passenger service shall begin at the time they arrive at passenger depot, and will end when relieved from duty.

Freight Service.

Initial terminal delay in freight service shall begin at the time Engineers and Firemen are called to leave roundhouse or other point and shall end when train has passed from yard track or lead to main line, and actually departs from the terminal.

Final terminal delay in freight service shall begin when train arrives at switch leading from main line into yard, and shall end when Engineer and Fireman are relieved from duty; provided, that if from any cause trains are held out of yard, final terminal delay shall begin.

Minute Basis.

Engineers and Firemen shall be paid on a minute basis for all terminal delays at the pro rata rate for the class of engine used; this in addition to all time or mileage made on the trip.

ARTICLE VII.

AUTOMATIC RELEASE AND TIE-UP.

Engineers and Firemen arriving at terminal or end of run are automatically released; when used again, they begin a new day.

Continuous Time.

Engineers and Firemen tied up between their terminals will be paid continuous time, no deductions will be made for time tied up.

ARTICLE VIII.

HELD AWAY FROM HOME TERMINALS.

Engineers and Firemen held at other than home terminal

(including rest period) will be paid continuous time for all time so held, after the expiration of 15 hours from time relieved from previous duty, at the rate per hour paid for the last service performed; less than one hour not to be paid for.

ARTICLE IX.

DEADHEADING.

Engineers and Firemen deadheading on Company business shall be paid the same rate and on the same basis as the Engineer and Fireman on the train on which deadheading. Rules in individual schedules governing minimum day and other conditions to apply.

ARTICLE X.

HOSTLERS.

At points where an average of six or more locomotives are handled within twelve hours, day or night, hostlers shall be maintained.

Positions, How Filled:

Hostling positions shall be filled from the ranks of the Firemen, and they shall be paid \$3.35 per day of ten hours or less; provided, that where Hostlers are required to make main line movements, they shall be paid \$4.75 per day of ten hours or less, overtime in each case to be computed on the minute basis and paid for at the rate of time and one-half.

When such main-line or road Hostlers are paid the same rate as Engineers in switching service, such position shall be filled from the ranks of the Engineers.

Meal Hour.

Hostlers shall be allowed one hour for meals between the hours of 11:30 and 1:30, day or night. Hostlers will be assigned regular meal hour between the hours named or after being on duty five hours. Should Hostlers be required to remain on duty after designated meal hour, one hour will be allowed as overtime. No Hostler will be required to remain on duty longer than six hours without having one full hour for meals.

ARTICLE XI.

SURPRISE TESTS.

That the practice of conducting surprise tests by turning switch lights and placing red lights, or flags, unaccompanied by

torpedoes, beside track, or wiring down automatic signals to proceed position, be eliminated.

ARTICLE XII.

ASSISTANCE FOR FIREMEN.

On all locomotives in freight service where but one Fireman is employed, and on all locomotives in passenger service, coal will be kept where it can be reached by the Firemen from the deck of the locomotive. Coal of the proper size for firing purposes will be placed on all tenders.

ARTICLE XIII.

TWO FIREMEN.

On coal-burning locomotives weighing 185,000 pounds or more on drivers, when used in freight service, two Firemen will be employed.

ARTICLE XIV.

MISCELLANEOUS.

Cleaning of Locomotives.

On railroads where Firemen are required to clean locomotives, they shall be relieved of such service.

Setting Up Wedges, Filling Grease Cups and Cleaning Headlights:

Where Engineers and Firemen are required to set up wedges, fill grease cups, or clean headlights, they shall be relieved of such service at all points where roundhouse, or shop force, or an engine watchman is employed.

Placing of Supplies on Locomotives.

Where Engineers and Firemen are required to place on or remove tools or supplies from locomotives, fill lubricators, flange oilers, headlights, markers or other lamps, they shall be relieved of such service at all points where roundhouse, shop force, or an engine watchman is employed.

ARTICLE XV.

OFFICIAL RECORD OF WEIGHTS ON DRIVERS.

For the purpose of recording weights on drivers, each railroad, parties to this agreement, will permanently post bulletins at all terminals showing accurate service-weights of all locomotives.

ARTICLE XVI.

THROWING SWITCHES AND FLAGGING.

Engineers and Firemen will not be required to throw switches, flag through blocks, or fill water cars.

NOTIFICATION TO U. S. BOARD OF MEDIATION AND CONCILIATION OF SELECTION OF ARBITRATORS REPRESENTING BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

Chicago, Ill., Aug. 10, 1914.

Hon. MARTIN A. KNAPP,

Hon. WILLIAM L. CHAMBERS,

Hon. G. W. W. HANGER,

Commissioners, U. S. Board of Mediation and Conciliation,
Washington, D. C.

Gentlemen:

In accordance with the arbitration agreement signed August 3, 1914, between the Association of Western Railways, the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, we would advise that the organizations have submitted the names of the following gentlemen to act as their representatives on the Board of Arbitration:

For the Brotherhood of Locomotive Engineers, Mr. F. A. Burgess, Assistant Grand Chief Engineer, Cleveland, Ohio.

For the Brotherhood of Locomotive Firemen and Enginemen, Mr. T. Shea, Assistant President, Brotherhood of Locomotive Firemen and Enginemen, Peoria, Illinois.

We understand that we have complied with the requirements of the law when we give you this official notice, and take it for granted that you will notify the other parties to the arbitration agreement. Yours very truly,

(Signed) W. S. STONE,

Grand Chief Engineer,

Brotherhood of Locomotive Engineers,
1116 B. of L. E. Building, Cleveland, Ohio.

W. S. CARTER,

President,

Brotherhood of Locomotive Firemen and Enginemen,
Box 740, Chicago, Ill.

NOTIFICATION TO U. S. BOARD OF MEDIATION AND
CONCILIATION OF SELECTION OF ARBITRATORS
REPRESENTING THE WESTERN RAILWAYS.

August 11, 1914.

To the United States Board of Mediation and Conciliation,
HON. MARTIN A. KNAPP,
HON. WM. L. CHAMBERS,
HON. G. W. W. HANGER,
Members,
Washington, D. C.

Gentlemen:

The railroads represented by the Conference Committee of Managers of which the undersigned is Chairman, parties of the first part in the arbitration agreement dated August 3, 1914, between said railroads and the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen representing the engineers, firemen and hostlers in the service of said railroads, do hereby name as the two arbitrators whom said railroads have the right to select under said contract, Mr. H. E. Byram, Vice-President, Chicago, Burlington & Quincy Railroad, and Mr. W. L. Park, Vice-President, Illinois Central Railroad.

By order of the Conference Committee of Managers.
(Signed) A. W. TRENHOLM,
Chairman.

NOTIFICATION TO ARBITRATORS SELECTED BY THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEMEN, AND THE WESTERN RAILWAYS, OF
THE RATIFICATION AND APPROVAL OF THEIR
SELECTION AND CALLING A MEETING FOR THE
SELECTION OF NEUTRAL ARBITRATORS.

August 15, 1914.

MR. F. A. BURGESS, Assistant Grand Chief Engineer,
Brotherhood of Locomotive Engineers,
Cleveland, Ohio.

- MR. T. SHEA, Assistant President,
 Brotherhood of Locomotive Firemen & Enginemen,
 Peoria, Ill.
- MR. H. E. BYRAM, Vice President,
 Chicago, Burlington & Quincy Railroad,
 Chicago, Ill.
- MR. W. L. PARK, Vice President,
 Illinois Central Railroad,
 Chicago, Ill.

Gentlemen:

The United States Board of Mediation and Conciliation has been informed by letter dated August 10th, 1914, signed by W. S. Stone, Grand Chief Engineer, Brotherhood of Locomotive Engineers, and W. S. Carter, President, Brotherhood of Locomotive Firemen and Enginemen, that the Brotherhood of Locomotive Engineers has selected Mr. F. A. Burgess, Assistant Grand Chief Engineer, Cleveland, Ohio, and the Brotherhood of Locomotive Firemen & Enginemen has selected Mr. T. Shea, Assistant President, Brotherhood of Locomotive Firemen & Enginemen, as the representatives of the two Brotherhoods as their arbitrators under the provisions of the Act of Congress of July 15th, 1913, and of the agreement to arbitrate signed by all the parties dated August 3rd, 1914. The Board of Mediation is also informed by Mr. A. W. Trenholm, Chairman of the Association of Western Railways, in letter under date of August 11th, 1914, that the Conference Committee of Managers, representing the Association of Western Railways, has selected as Arbitrators to represent the Railroads in the Arbitration Mr. H. E. Byram, Vice President, Chicago, Burlington & Quincy Railroad, and Mr. W. L. Park, Vice President, Illinois Central Railroad.

You are hereby formally notified of your selection as above stated and your selection is duly ratified and approved by the United States Board of Mediation and Conciliation, and you are requested to assemble at such place in the city of Chicago as may be most convenient to you at 10 o'clock a. m., Monday, August 24, 1914, for the purpose of selecting the remaining arbitrators to complete the Board as required by said Act of Congress. It is the desire of this Board that you gentlemen

should make these selections and if necessary exhaust the entire time allowed by law—15 days—for that purpose. You will please notify the Board of Mediation and Conciliation immediately upon making your selection, and in case you should fail to do so you will kindly withhold the notice of your failure until the expiration of the time.

Your traveling expenses from your places of residence to Chicago and return, and subsistence (limited by law now to \$5 per day) will be paid upon proper vouchers rendered the Board of Mediation and Conciliation.

The railroads and employees are to be congratulated upon the selection of gentlemen of such character as yourselves for this responsible service.

Very truly yours,
 (Signed) W. L. CHAMBERS,
 Commissioner.

I suggest that your first meeting be at Congress Hotel, and afterwards as may suit your convenience. Kindly advise me.
 W. L. C.

NOTIFICATION TO UNITED STATES BOARD OF MEDIATION AND CONCILIATION THAT ARBITRATORS SELECTED BY THE WESTERN RAILWAYS, THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN HAVE BEEN UNABLE TO AGREE IN THE SELECTION OF THE REMAINING ARBITRATORS.

(Telegram.)

Chicago, September 8, 1914.

To Honorable WILLIAM L. CHAMBERS,
 Commissioner United States Board Mediation and Conciliation, Southern Building, Washington, D. C.

The undersigned appointed by the railroads and the organizations involved in the western wage movement of the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen, and duly ratified and approved by the United States Board of Mediation and Conciliation as arbi-

trators under the provisions of the Act of Congress of July fifteenth, nineteen hundred thirteen, and of the agreement to arbitrate, signed by all of the parties dated August third, nineteen hundred fourteen, beg to respectfully report that they have been unable to agree in the selection of the remaining arbitrators to complete the Board as required by said Act of Congress. Letter confirming this telegram with further details mailed you this date.

F. A. BURGESS,
T. SHEA,
H. E. BYRAM,
W. L. PARK.

NOTIFICATION OF SELECTION OF NEUTRAL ARBITRATORS BY U. S. BOARD OF MEDIATION AND CONCILIATION.

November 21, 1914.

IN THE MATTER OF THE CONTROVERSY BETWEEN
NINETY-EIGHT WESTERN ASSOCIATED RAILWAYS
AND THE BROTHERHOOD OF LOCOMOTIVE ENGI-
NEERS AND THE BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN :

The parties to the above-named controversy having agreed to submit the matters in dispute between them to arbitration under and in pursuance of the provisions of the Act approved July 15, 1913, entitled "An Act providing for mediation, conciliation and arbitration in controversies between certain employers and their employees," and having executed an agreement in writing to that effect, dated August 3, 1914, and filed the same with the United States Board of Mediation and Conciliation created by said Act, which agreement provides for a Board of Arbitration consisting of six members; and the Conference Committee of Managers representing the railroad parties to the controversy having named as arbitrators on the part of said railroad Mr. H. E. Byram, Vice President of the Chicago, Burlington & Quincy Railroad Company, and Mr. W. L. Park, Vice President of the Illinois Central Railroad

Company, and the said organizations having named as their arbitrators Mr. F. A. Burgess, Assistant Grand Chief Engineer of the Brotherhood of Locomotive Engineers, and Mr. Timothy Shea, Assistant President of the Brotherhood of Locomotive Firemen and Enginemen; and the four thus named having met in Chicago, Ill., on the 24th day of August, 1914, for the purpose of selecting the remaining arbitrators, and having failed to agree upon them or either of them within fifteen days thereafter, and having thereupon duly notified the said Board of Mediation and Conciliation of such failure;

NOW, THEREFORE, The United States Board of Mediation and Conciliation, by virtue of the authority conferred by said Act, does hereby name and appoint as the remaining arbitrators Hon. Jeter C. Pritchard, of Asheville, North Carolina, and Hon. Charles Nagel, of St. Louis, Missouri, who together with the four arbitrators above named will constitute the Board of Arbitration to hear and determine the controversy in question.

U. S. BOARD OF MEDIATION AND CONCILIATION,

(Signed) By MARTIN A. KNAPP,

(Signed) W. L. CHAMBERS,
Members of Board.

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Room 603 Federal Building, Chicago, Illinois,
 November 30, 1914. 10 a. m.

Present—JETER C. PRITCHARD, Chairman, }
 CHARLES NAGEL, }
 H. E. BYRAM, }
 W. L. PARK, } Arbitrators.
 F. A. BURGESS, }
 TIMOTHY SHEA, }

H. S. MILSTEAD, Secretary.

APPEARANCES.

For the Conference Committee of Managers—

- A. W. TRENHOLM (General Manager, Chicago, St. Paul, Minneapolis & Omaha Ry. Co.), Chairman,
- F. C. BATCHELDER, President, Baltimore & Ohio Chicago Terminal R. R. Co.,
- P. H. MORRISSEY, Assistant to the Vice President, Chicago, Burlington & Quincy R. R. Co.,
- P. C. HART, General Manager, Chicago, Milwaukee & St. Paul Ry. Co.—Eastern Lines,
- D. W. CAMPBELL, Assistant General Manager, Southern Pacific Co.—Pacific System,

- J. W. HIGGINS, General Manager, Missouri Pacific Ry. Co. and St. Louis, Iron Mountain & Southern Ry.,
 GRANT HALL, General Manager, Canadian Pacific Ry. Co.—Lines West of Fort William,
 J. H. KEEFE, Assistant General Manager, Gulf, Colorado & Santa Fe Ry. Co.,
 W. S. MARTIN, General Manager, Denver & Rio Grande R. R. Co.,
 M. J. BUCKLEY, General Superintendent, Oregon-Washington Railroad & Navigation Co.,
 W. J. TOLLERTON, General Mechanical Superintendent, Chicago, Rock Island & Pacific Ry. Co.
 H. M. CURRY, General Mechanical Superintendent, Northern Pacific Ry. Co.
 JAMES M. SHEEAN, Counsel for the Committee.

For the Brotherhood of Locomotive Engineers—

- W. S. STONE, Grand Chief Engineer,
 M. W. CADLE, Assistant Grand Chief Engineer,
 ASH KENNEDY, Assistant Grand Chief Engineer,
 M. E. MONTGOMERY, Assistant Grand Chief Engineer,
 E. CORRIGAN, Assistant Grand Chief Engineer.

For the Brotherhood of Locomotive Firemen and Enginemen—

- W. S. CARTER, President,
 ALBERT PHILLIPS, Vice President.

(All the members of the Board of Arbitration met in conference to organize and elect officers, and at 11:30 a. m. the first public session of the Board was opened.)

The Chairman: The Board met in conference and organized by electing Jeter C. Pritchard, U. S. Circuit Judge for Fourth Circuit, of Asheville, North Carolina, one of the neutral arbitrators, as Chairman, and selected Mr. H. S. Milstead, of Washington, D. C., as Secretary to the Board, and Mr. William A. Britt, of Asheville, North Carolina, as Assistant Secretary to the Board, and designated George Lewis, of Chicago, Illinois, as Messenger to the Board.

The Board agreed to the following hours for sessions: Morning session to begin at 10 A. M. and continue until 12:30 P. M.; recess will be taken at that hour until 2 P. M.; afternoon

session will begin at 2 P. M. and continue until 5 P. M. At the beginning of the sessions, the Board will sit five days in the week—from Monday until Friday, inclusive. The official stenographers are requested to make a part of the record a copy of the Act of July 15, 1913, under which this arbitration is held, and a copy of the agreement to arbitrate and the appointment of the arbitrators. This Board was formed pursuant to the Act of July 15, 1913, known as the Newlands Act.

We appreciate the importance of the work which is before us, realizing as we do that in order to reach a fair and equitable adjustment of the matters in controversy between the parties at interest it will be necessary to examine a vast amount of documentary evidence, involving complicated statistical and oral testimony. This is the second concerted arbitration held under the Act of July 15, 1913.

We are now ready to proceed.

We now have forty-five minutes until the hour for recess, and first in order we will hear an opening statement from the Locomotive Engineers.

OPENING STATEMENT ON BEHALF OF ENGINEERS AND FIREMEN

Mr. Stone: Gentlemen of the Board of Arbitration: In presenting our side of this case to the Board, we think it only fair to both Mr. Carter and myself to say that we are not lawyers, such as the other side of the case will use in their presentation, so, if at times we get away from lines of legal procedure, it is due to our ignorance, and not to intent. It is not our desire to do anything but bring out the true facts in the case. Personal feeling has no place here. Regardless of what the decision of this Board may be, the railroads involved in the arbitration will still require operating officials to operate them and they, in turn, will require the services of these locomotive engineers, firemen and hostlers.

We wish to call the attention of the Board to one important fact, viz., the case of the Brotherhood of Locomotive Engineers and the case of the Brotherhood of Locomotive Firemen and Enginemen are not separate and distinct cases, but are instead a single proposition. And, while the matter to be presented to

the Board will be presented by the representatives of the two organizations, and, in the matter of presenting details, one officer or the other will act, as the needs of the case may require, yet, the testimony of witnesses and all other evidence we shall introduce will always apply alike to all phases of the case and to the classes that are represented by us.

In the beginning, we would like to impress upon you that, in the many things we shall attempt to show regarding the service of engineers, their exposure, responsibility, long hours of service, the hard nerve racking, soul breaking grind, with it all and through it all there is always a fireman in the cab of the engine with the engineer, sharing it all with him. They work together; live most of their waking hours together; eat and sleep together, very often and, in many cases, they have died together. So, they are partners in the truest sense and should share alike in any benefits that may accrue from this award.

In speaking of the conditions under which these men work, I shall, no doubt, get very much in earnest, because their working conditions and the hardships they endure lie very close to my heart. Yet, I have no desire to be offensive. I do desire to present our side of the case in the strongest possible light. Many of the operating officials of the railroads in question are my personal friends, even though we have found ourselves on opposite sides of the question in the past and at the present time.

In presenting our case, it might be well to outline briefly the steps taken which led up to this arbitration, and to state in a general way why we make these requests.

The Brotherhood of Locomotive Firemen and Enginemen began preparations for a wage movement more than two years ago. Later on, it was decided that they should work jointly with the Brotherhood of Locomotive Engineers, and the general chairmen of both organizations held a series of meetings during August, 1913. The sixteen articles that are to be arbitrated by this Board were formulated and referred back to the membership of the two organizations for their approval. On October 1st, 1913, these articles had been approved almost unanimously by the membership of both organizations employed by the railroads in question. On October 10th, 1913, the articles were presented to the operating officers on each of the railroads in the

western territory, with the usual thirty days' notice of our desire to open our wage schedules for amendment. The sixteen articles submitted carried with them a moderate increase in rates of pay and a considerable improvement in working conditions, and were to be applied to the schedules then in effect. Articles not affected by the sixteen articles presented were to remain in force.

The operating officials, through their association, went us one better and, on the same date that our committees presented their proposition to the operating officials of the individual roads, in turn, they submitted a counter proposition to the employees' committees, giving thirty days' notice of their desire to terminate all schedules in effect on the lines represented by the Association of Western Railways, and submitting some vague generalities on which they proposed, later on, to formulate a new schedule of wages and working conditions. This was looked upon, at the time, by the Association of Western Railways as a shrewd master stroke. Since that time, however, the sentiment has changed, and it is now regarded by many as a mistake.

On the same date (October 10, 1913) Mr. Carter and myself submitted a copy of the sixteen articles to Mr. Tinsman, Chairman of the Association of Western Railways, and asked that he take up with the Association the question of the selection of a Conference Committee from the members of the Association, with full power to act for all the railroads represented.

Receipt of this request was acknowledged by Mr. Tinsman, and the request was submitted to the individual members of the Association, with the result that a conference committee of thirteen was selected, with full power to represent the ninety-eight railroads involved. After several delays, largely due to my illness, the first conference was held on February 10, 1914. Another delay then occurred, caused by the illness of Mr. Tinsman. Finally, Mr. Trenholm was selected as Chairman to succeed Mr. Tinsman, and a series of conferences was held, lasting through several months. I believe there were some thirty-six conferences held, in all.

Looking back now, I cannot believe that the Conference Committee of Managers ever seriously considered the granting of a single cent of the increase asked for, or had the least idea

of trying to settle the case. This statement is further borne out by their verbal statements made before the Joint Committee, by those that have passed between us, and by their public statements given to the press, and printed by the thousand and sent broadcast over the country, at the time negotiations were broken off, when the matter was submitted back to the men.

In a letter from Mr. Tinsman, Chairman of the Association of Western Railways, addressed to Mr. Carter and myself, under date of October 30, 1913, he quotes from the standard form of letter issued by the individual members of the Association of Western Railways to their employees, the same being issued by instructions of the association, in accordance with the plan that had been carefully prepared, as follows:

“A. That schedules of pay now in effect shall not be increased.”

Again, in letter No. 54, Mr. Trenholm’s letter as chairman addressed to Mr. Carter and myself, there is the following language:

“The present time is inopportune for the continuance of consideration of wage propositions of such character as those in which we are now engaged.”

Again, in letter No. 97, Mr. Trenholm’s letter to Mr. Carter and myself under date of May 25, 1914, you will find the following:

“We expressed to you our willingness to discuss rates to be applied to such basis, with the intention that such applications would not reduce the compensation of the men.”

Again, in their misleading statement given to the public press under date of June 1, 1914, we find the following:

“For reasons which were fully presented, the Conference Committee of Managers did not believe the railways would be justified in making any increase in the wages of the employees, to say nothing of the enormous increases requested; but it was not intended to make any reduction in wages.”

The Conference Committee of Managers, in their famous

statement to the press, under date of June 1, 1914, used the following language:

“The Conference Committee of Managers recognizes the fact that railways are engaged in a public service. It recognizes the fact that therefore the managers of railways have no moral right to accede to unreasonable requests of employees, the granting of which would unduly increase expenses of railway operations, because in the long run the public is the chief sufferer, for whatever embarrasses the adequate maintenance or efficient and economical operation of railways.”

It is refreshing to see this change in sentiment, but it is only seen when some question of increase in wages of the employees is concerned that they become so solicitous for the long suffering and patient public. A little group of financial pirates will exploit some railroad and place a burden on the public, which generations yet unborn will have to bear, and you hear not even a whisper of the rights or sufferings of the public.

The organizations, when they consented to this arbitration, believed then, and they believe now, that any board of arbitration will recognize the changed conditions in the transportation service that demand more than ever before of the individual employed, and that new rates and working conditions be established to compensate them for services performed.

The great trouble has been, in times past, in having the rank and file of the people understand the work of the railroad employes, because it is different from anything else. If there is any job in the industrial world that calls for more complete concentration of mind, quicker action of brain and sounder judgment than that of the man in the cab of the locomotive, I have never yet heard it named. No thinking man will deny that every business must make good depreciation, wear and tear, before it can pay off any profit. Precisely so it is with labor. The entire capital of the workingman is the bone and sinew of the man, the muscle, energy and brain power which day by day are being worn out and consumed until, eventually, he is used up and goes to the scrap pile of commercial industry as so much worn-out junk.

We all realize enough must be saved from the earnings of a

locomotive to buy a new one when the old one is worn out. What we have not yet learned is that labor must be paid enough to make good this worn-out human machine.

In this day of heavy power and heavy tonnage, longer hours and more congested traffic, and those two curses of modern railroading, physical examinations and age limitation, men are being sent to the scrap pile at an age when they should be at their very best and should be able to give good and efficient service for fifteen or twenty years to come, and when, in other lines of employment, they are giving the very best of service.

I would lay it down as a fundamental, basic principle that if physical or technical examinations, age limitations, or service requirements beyond the limit of human endurance are to deprive a man in middle life from earning a living at the profession for which he has spent long, hard years in fitting himself, then, in fixing the price the man is to receive for his labor, he should not only receive a living wage, but should receive a wage that would enable him to live in comfort the remainder of his years after he has been disqualified.

Before taking up the question of what we hope to prove by witnesses and other methods, I desire to outline briefly and in a general way why we make these requests and why we believe the men we represent are entitled even to more than we ask.

You understand, of course, that under the terms of the contract of arbitration there is a saving clause that reads as follows: "That any rates of pay, including excess mileage or arbitrary differentials that are higher, or any rules or conditions of employment contained in individual schedules in effect October 10, 1914, that are more favorable to the employes than the award of said Board, shall not be modified or affected by said award." This being true, we have not come here to give away a single thing that we now have, but we want and believe we are entitled to the increase we ask to go with it. We do not come before this Board to quibble or split hairs on technicalities; we expect to meet all these questions in a broad spirit of equity and fair dealing. We are not here to present rumors or idle theories; we are here to present absolute facts. We have nothing to conceal in presenting our exhibits; we have no desire to introduce anything that is not absolutely correct. It may be that

some error will be found, that some error will have crept in, due to the mistake of some employe. If so, we would ask the privilege of correcting it, and we concede, without question, to the other side the same privilege, as we have no desire to introduce a single fact before this Board that is not absolutely correct, and we court the fullest investigation, standing prepared to prove every statement we make. We desire and hope that you who are charged with the power of making the final decision of this great question will give that decision on the broadest possible lines of fairness. I doubt if any like body of men in the world's history has been called upon to decide questions of graver importance or more far-reaching effect. It is no idle dream when I say that the eyes of capital and labor, not only in the territory affected but in the entire civilized world, are watching the outcome of your decision and upon the decision will depend, in a large measure, whether the principle of arbitration, which many thoughtful people are trying to establish as a means of settling industrial disputes, will receive new strength, or whether it will be a step backward.

In fixing the rate of pay for these men in the cab of the locomotive, there are many elements that must, in all fairness, be given consideration. Among others, there is that of responsibility. With all due respect to the other railroad employees and officials on these great systems, it is the men in the cab, the fireman and engineer, who are really the responsible men; men who by their skill and ability make it possible for a railroad to earn revenue and pay dividends.

You may have the finest railroad in the world, with a road-bed and equipment of the very best and latest type, every known safety device, the road officered by competent railroad officials, who know their business thoroughly, every other employee performing every duty required of him, yet that railroad does not earn one single penny until these men we represent go into the cab of the locomotive and begin their arduous labor. It is only when they start the ponderous machine that the company is enabled to move the thousands of tons of freight and the hundreds of passengers to their destinations. So, they are the men who carry the heaviest end of the load of responsibility. That responsibility is becoming heavier each year. Each year traffic

becomes heavier and more congested; each year the network of signals increases; each year the public demands faster time and better service; each year they build larger and more powerful locomotives; each year the tonnage of trains increases; each year more and more is required of the men in the cab of the locomotive; each year examinations become more strict and discipline more rigid. And, it must not be overlooked that all of these increased burdens fall on the same men; their number not having been increased for the purpose of dividing this work and responsibility. Only one engineer and one fireman are found in the cab. This is not true of the transportation service in other lines. Take, for example, your great steamship companies with ships like the *Vaterland*, for instance, one of the largest. There, instead of having one captain you have four captains and one commander in charge. The responsibility is divided between five men instead of the responsibility being on one; yet, no matter how large the locomotive, no matter how heavy the train, no matter how fast the time, the entire responsibility rests on one engineer and one fireman in the cab. There never was a time in the history of the railroad world when so much was being taken out of the men in the cab as now—requirements that are beyond the limit of human endurance.

Few realize the hard years of toil and training it takes and the many examinations required to become an engineer, and the many examinations he is subjected to after he has become an engineer.

The boy comes from the farm, preferably; if not, from wherever they can get him, and he enters the service of the company as a fireman. He must be physically perfect in order to stand the heavy toil demanded of him. He must not be beyond a certain age, usually not to exceed 28 years. He must not weigh less than 145 pounds nor more than 190. He must be not less than 5 feet 4 inches in height, and not over 6 feet 1 inch. Lungs, heart action, eyesight, hearing and color perception must be perfect. On many of our roads the physical examination is more rigid than the United States Government requires for men enlisting in the army or the navy.

The boy fulfills all these requirements and enters the service as a fireman, and, in most cases, shovels from ten to thirty

tons of coal each trip; shovels it into a white-hot fire box, heated to hundreds of degrees of temperature, looking into this white heated furnace to see where to place each shovelful of coal; the intense heat blinding his eyesight and blistering his skin on the left side, while the right side of his body is exposed to a wind cutting through the gangway and weather anywhere from 120 degrees above to 55 below zero. If he survives this for a year, he is given his first examination and he must pass a certain percentage of the questions asked. This percentage varies on the different roads, but is usually from 75 to 85 per cent. He continues for another year and is given his second examination and must pass 85 per cent of the questions asked, for a rating.

Then, another year as fireman, and he is given his third and final examination as a fireman. He is also examined on air brakes and machinery by the motive power department, and on book of rules, train orders and signal rules by the transportation department, and he must pass 85 per cent on his rating. If he passes all these, he is then sent to the company's surgeon for another physical examination, also eyesight, hearing, color perception, etc. If he passes all of these, he is given a certificate showing he is qualified and is available for service as an engineer.

He runs extra trips as an engineer and fires during the rest of the time his services are not required as an engineer. He will continue to do this for perhaps two to ten years, before being regularly assigned to service as an engineer. During all this time there has been a gradual sifting out process. Many quit because they are physically unable to stand the strain, others because they can make more money under more favorable working conditions elsewhere; others are rejected because of defective eyesight from the intense glare and heat of the firebox.

After he becomes an engineer, on many roads, he is subject to re-examination on the book of rules, air brakes, block signals, etc., at stated periods, and is subject to being called in at any time when, in the judgment of the local officials, it is necessary, for a re-examination.

Again, these requests should be given consideration on account of the hazard of the profession. The profession of the men in the cab of a locomotive is classed as extra-hazardous.

None of the old line insurance companies care to insure them at all and, if they do insure them, charge an extra premium. So, both organizations here represented have their own insurance. The exhibits we shall present during these proceedings are compiled from our own insurance departments, and you can rely on their being accurate.

In addition to the hazard of the profession, the man in the cab of the locomotive has the further hazard of loss of position. We have spoken of the rigid discipline today on the different roads. When God created man in his own image, he endowed him with a mind to act for himself. No one can guarantee that a man will continue to perform the same duty in exactly the same way day in and day out, year in and year out, like a machine, so we will always have the human element to deal with. Yet, the same duty is required of the man in the cab of the locomotive, not only every day but every minute of every day when he is on duty, no matter what the condition of the weather may be, whether it is a stifling heat or bitter cold, rain, sleet, snow, or fog thick as wool, the same requirements are demanded and no excuse is accepted for failure, no matter what the physical condition of the man may be.

In presenting our case, we shall hope to show by our witnesses the changed conditions under which they work and the present requirements, as compared with the conditions in effect when the present schedules were agreed upon. We shall endeavor to show, by exhibits and in other ways, that during the past twenty-four years the western railroads have made remarkable gains in productive efficiency, by the installation of locomotives of greater tractive power, by the elimination of curves and the reduction of grades, and remarkable increases in trainloads have been made. In the last analysis, the burden of all these economies in the interest of the railroad investments are borne by the men in the transportation service. These developments have had a three-fold effect on the engineers and firemen: (1) Increase in their labors and responsibilities, (2) their productive efficiency has been greatly increased, (3) their earning capacity, even at the slightly increased rates of payment they have received, has declined.

We hope to be able to show that these railroads, not satisfied with the present hard conditions, that are already beyond

the limit of human endurance, are intending to add still further to the existing trainloads, thereby increasing the labors and responsibilities of the engineers and firemen.

We expect to be able to show that the revenue gains arising from the advances already made in the productive efficiency of the western railroads have been sufficiently great to pay all increases in operating costs, as well as reasonable returns on the additional capital investments and, in addition, leave an ample surplus to remunerate engineers and firemen for their increased work and productive efficiency.

This, in a general way, is the outline of the case we are about to present to you.

It is not my purpose to discuss the articles at this time. I would rather leave them to the bringing out of their intent from the witnesses we shall put on the stand, so that full opportunity may be given for cross examination, if it is desired.

I would like to call the attention of the Board of Arbitration to this one fact: that, in proceedings of this kind, the arbitration agreement contains the demands of the brotherhoods, but just what defense the railroads will interpose to this has not been disclosed. We cannot anticipate their defense. The position of the railroads may be that the members of the Brotherhoods are already receiving sufficient compensation; or, it may be that they are not in the financial condition to grant the demands of the Brotherhoods; or, it may be both of these defenses, in connection with some other defense. But, whatever their defenses may be, we expect to meet them at the proper time and with the proper evidence, and we expect to reserve the right to meet the position of the railroads by proper evidence after such position has been disclosed by the evidence of the railroads.

There is another thing, gentlemen of the Board, that I think should be brought to your attention, at this time, and that is the question of the division of time between the Brotherhoods and the railroads for the presentation of evidence.

Inasmuch as the Brotherhoods are assuming the position of plaintiffs, in this case, we feel that we should have something more than an equal division of time to compensate for the time which it will be necessary to consume in rebuttal. This question would not necessarily arise if it were not for the fact that

the time limit is fixed by the arbitration agreement at three months, and during that time the holidays and a number of Sundays intervene.

So far as the Brotherhoods are concerned, they are willing to leave the matter to the Board of Arbitration, without any restrictions or time limits on either side, if the railroads will agree that if, in the judgment of the Board, additional time, over the limit placed by the arbitration agreement, is necessary, the Board may grant such additional time as it may deem necessary for the presentation of the evidence and for the arguments of counsel. However, we feel that this matter should be passed upon by the Board at an early date, so that the parties hereto may know just what time they have at their disposal. That is a question, gentlemen, that is, I think, of vital importance to both sides in regard to shaping the testimony of our witnesses and the introducing of evidence.

That, in a general way, completes our opening statement of the case.

THE CHAIRMAN: The question which you raise now as to the amount of time to be accorded to the employees for the purpose of putting in rebutting testimony will be decided later by the Board, perhaps, this afternoon.

We have twenty-five minutes before the recess in which to hear from the opposite side.

OPENING STATEMENT ON BEHALF OF THE WESTERN RAILWAYS

Mr. Sheean: May it please the Board, in view of the statement made on behalf of the employees, it does not seem to me feasible for the railroads, at this time, to take up and discuss in detail the reasons for declining particular articles of the presentation as made. I think about all that can be said, at this time, on behalf of the railroads is that the present rates of pay and compensatory rules, as applied to the different railroads involved in this movement are full, fair and adequate. There is no disposition, at this time, to quarrel with most of the statements made by Mr. Stone as to the responsibility of the engineer, as to the responsibility of the fireman, as to the fact that the railroad companies are desirous of keeping and maintaining com-

petent men, and paying such men salaries commensurate with the duties and responsibilities that are imposed upon them.

There has been no intimation or suggestion, in the opening statement on behalf of the Brotherhoods, as to why any one of these rules or why any number of the rules which they present are necessary to furnish compensation adequate to meet the requirements of the particular service. I simply want to say, in order that the Board may have before it the facts out of which this controversy arises, that there was an adjustment with both organizations in 1910. There was one adjustment, I think, by arbitration, and the other through mediation, so that most of the matters that have been indicated here with reference to the growing responsibility or changed conditions during the past twenty-four years, or quarter of a century, have, of course, been considered, presented and passed upon, either by arbitration in 1910 or by mutual agreement of the parties.

It is the position of the railroad companies that, between 1910 and this date, there has been no such change, either in operating conditions or in the duties or responsibilities imposed upon the men, as would justify an increase, at this time, above the increases which were granted three or four years ago.

Of course, it will be necessary, as the case proceeds, that the railroads should be advised of the reasons advanced for the incorporation into the schedules of the different companies, of new rules and departures from principles that had existed in the schedules of most of the roads for many, many years.

I do not want, at this time, to violate the rules of an opening statement by indulging in any argument with reference to any of these particular propositions. In view of the fact that there has been no outline of the reasons which, in the judgment of the men, are behind each of these propositions as made, it is not feasible that I should suggest the reasons why any particular one or any particular number of these rules would serve to permit arbitrary payments, and to require from different railroad companies double, treble or even quadruple payments for service rendered during a single trip or a single day. So that, at this time, if the Board pleases, we ask leave to reserve the right of outlining the evidence or statistics we shall introduce in defense, until the completion of the case made. I think

that request is reasonable, if the Board pleases, in view of the fact that, at this time, there has been no outline or suggestion of just what proof would be introduced in support of any particular article.

I do not mean, if the Board pleases, to ask leave to make any argument at that time, but simply to aid both counsel and the Board, in advance, to understand the purpose and object of the presentation of particular statistics and particular data. That does not seem to be feasible or even desirable, at this time, until we know just what evidence may be introduced by the complainants or proponents in support of a particular article or particular articles in their proposal.

Mr. Nagel: May I ask you one question?

Mr. Sheean: Certainly.

Mr. Nagel: In resisting these claims, do the railroads take the position that the present allowances are reasonable under normal conditions, or do they base their objections upon the railroad conditions of the immediate present?

Mr. Sheean: I would answer the first question affirmatively, that it is our position that the compensation provided for in these schedules is full, fair and adequate, under normal conditions. If the claim of increased productive efficiency which was adverted to in the opening statement be advanced by the other side they will probably introduce by way of defense the fact that efficiency has not resulted in profits on which I assume increased productive efficiency fundamentally rests.

Perhaps I ought to say, if the Board will indulge me just a moment, that the request as made is of universal application to the ninety-eight railroads involved, with reference to these schedules, or the arbitrary allowances or differentials that may obtain in any of the schedules. So that, instead of making for standardization or uniformity as among the different schedules, the request as presented is, in fact, a pyramiding and a wider separation by reason of the variety of differentials in different schedules, and the imposition upon that varying base of a uniform standard, which, of course, would cause a departure from uniformity rather than work for uniformity.

Mr. Nagel: Do you claim that those differences resulted from former arbitrations and adjustments?

Mr. Sheean: Oh, yes. The differences between different schedules?

Mr. Nagel. Yes.

Mr. Sheean: Oh, clearly, your Honor. Perhaps, by way of illustration, I could make my point clearer on that. You may have, as to one railroad, a rate of five dollars per day, or one hundred miles, ten hours or less, a rate of five dollars. The schedule of that road may provide that the time of that engineer and fireman shall begin when he is called upon to report for duty, and end when he is finally released from duty. Now, another schedule may have a provision that the engineer shall be released at the depot. That schedule, however, having such a provision as that, may carry a rate of only \$4.50, but with a provision that he shall be allowed, on each and every trip, one hour for taking his train from the depot to the roundhouse, in case he does. So that, in order to ascertain what the compensation of any particular man may be, there must be a consideration not only of rates but also of the rules to which the rate is applicable in that schedule. And, therefore, if your Honors please, although there might be an absolute uniformity in rates when they are spread over ninety-eight different roads and applied to different bases, the one having an arbitrary allowance—either at the beginning or the end of the day, or at an intermediate part of it—the uniform rate would produce at the end of the identical day a different sum of money under the two different schedules, and this lack of uniformity is not because of different arbitrations.

I, perhaps, should have said that there was, by concerted movement, in 1910 (in the one case through mediation, and in the other by arbitration) a settlement of the differences of these roads, up to that time. And, therefore, I spoke of 1910 as the starting point on which we shall base our claim that change or changing conditions was lost in consideration of the question as to whether or not that was not departure from the rates and rules then established.

I am perfectly willing, at this time, to say that, as to the suggestion of Mr. Stone that at any time the Board thinks it desirable or necessary, either to a proper presentation of the case, a proper understanding, or a proper consideration of it,

that there is no disposition upon the part of the railroad companies to object in any manner to the granting of any extension that may be thought reasonable and necessary for the fullest and freest and most complete presentation of the case of either side.

Mr. Stone: That being true, gentlemen, I would ask that the Secretary of the Board draw up a stipulation that both parties should sign, so as to make it a matter of record, to that effect, so that there can be no question.

Mr. Sheean: I think, in view of the statements, which are a matter of record, Mr. Stone, the statements having been made by both sides, that the Board can at any time make a ruling to meet the situation. Not that I object to it.

Mr. Stone: I am not versed in legal practice, so I do not know whether the Board, by a statement made in the record, would have the power to set aside a written contract fixing the time or not, but, if they do not have, then, I think it should be made a matter of stipulation by both parties to the contract.

The Chairman: Any stipulation you may enter into will, of course, be respected by the Board.

Mr. Stone: It is not my purpose to take up the time of the Board, at this time, but I want to call your attention to the statement in my opening address, wherein I said it was not my intention to discuss these articles in detail at the time, preferring to bring them out by the witnesses whom we shall put on the stand.

I also want to disabuse the minds of the Board of an impression which may have been made by one statement of my opponent, which I think he did not intend just that way. With those two exceptions, there is not a single thing in the requests that we are making that is not already in effect on some of the railroads involved and, if the articles were granted in their entirety, I believe my opponent would agree with me they would go a long way toward leveling up the little spots and bringing about standardization in the western territory.

The Chairman: The Board will take a recess until 2 o'clock.

(Whereupon, at 12:22 o'clock P. M., November 30, 1914, an adjournment was taken until 2 o'clock P. M.)

AFTER RECESS.

The Chairman: Are you ready to proceed?

Mr. Stone: I was wondering, Mr. Chairman, if it would not be convenient for you to have a copy of the articles, in printed form, before you for reference. (Handing up copies.) I desire to present, as our first exhibit, Exhibit Number 1, the book of agreements that are now in effect in the Western Territory on the railroads involved in this arbitration, for engineers, and to put on the stand, as our schedule man and first witness, Mr. M. W. Cadle, Assistant Grand Chief Engineer of the Brotherhood of Locomotive Engineers.

(The Book of Agreements so offered and identified, was received in evidence and marked "Employes' Exhibit Number 1, November 30, 1914," and is filed herewith.)

M. W. CADLE was called as a witness and, being duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stone: Mr. Cadle, state to the Board your experience and your present occupation, so that they will understand that you are familiar with wage making.

Mr. Cadle: Well, I am filling the position of Assistant Grand Chief Engineer, at the present time. I have had some little experience in dealing with these schedules. My duties with the engineers have made it necessary for me to pass on some of the rules, regulations and rates in those schedules.

Mr. Stone: You are reasonably familiar with the schedules in existence in this Western territory, in this Exhibit Number 1, are you not?

Mr. Cadle: Well, yes, sir; reasonably so.

The Chairman: Did I catch what position this witness occupies?

Mr. Stone: He is Assistant Grand Chief Engineer of the Brotherhood of Locomotive Engineers, one of our field officers, whose duty it is to go around and meet with the different committees of the different roads. It is our purpose to prove by this witness that these requests of ours, with one or two slight exceptions, are already in effect in this territory.

The Chairman: Let the witness tell what he may know about it.

Mr. Stone: Taking up the first article of the request, Article Number I, passenger service, "100 miles or less, five hours or less, will constitute a day's work in all classes of passenger service. All mileage in excess of 100 miles shall be paid for pro rata." Do you know of any railroads where the basis of day's pay for passenger service is five hours?

Mr. Cadle: There are forty-seven railroads in the Eastern territory that pay on the five hour day basis or compute the time on twenty miles an hour basis.

Mr. Stone: Are there any in the Western territory?

Mr. Cadle: There are fourteen railroads in the Western territory that compute their time on a twenty mile an hour basis or a five hour day.

Mr. Stone: Are there any in the Southeastern territory?

Mr. Cadle: There are twenty-four railroads in the Southeast that compute their day's work on a twenty mile an hour or five hour day basis.

Mr. Stone: Are there any roads that have a basis of less than five hours for a day's work, in passenger service; computed on less than five hours, I mean?

Mr. Cadle: There are two railroads in the Southeast that compute their time on a twenty-five mile an hour basis, which means a four hour day, in passenger service.

Mr. Stone: Are there any roads that have a ten hour day in the passenger service in the Western territory?

Mr. Cadle: Why, there are twenty-nine railroad systems that have a ten hour day, in the Western territory.

Mr. Stone: What have they in the Southeastern territory, any roads there that pay on a ten hour day?

Mr. Cadle: We have got three railroad systems that pay on a ten hour basis.

Mr. Stone: Are there any roads that pay on the basis of the scheduled time of the train?

Mr. Cadle: In the Southeast?

Mr. Stone: Anywhere.

Mr. Cadle: Yes, there are railroads that pay after the schedule of the train has been exceeded one hour.

Mr. Stone: Are there any roads that have an eleven-hour day, in the passenger service?

Mr. Cadle: There are two railroads in the Southeast that have an eleven-hour day.

Mr. Stone: Are there any roads in the Western territory that have an eight-hour day in the passenger service?

Mr. Cadle: There are four railroads in the Western territory that pay on an eight-hour basis.

Mr. Stone: Are there any railroads that have the irregular basis of day's pay, in the passenger service?

Mr. Cadle: There are four railroads in the Western territory that pay for irregular service on fifteen miles an hour, which means a six-hour and forty-minute day.

Mr. Stone: Are there any that have a nine-hour day?

Mr. Cadle: There is one that has a nine-hour day. Five hours and thirty-three minutes, eighteen miles an hour.

Mr. Stone: Is there any basis for computing a day's pay in the irregular passenger service, in the Western territory?

Mr. Cadle: There are eight railroads that compute the irregular passenger service on a twenty-mile an hour basis, which means a five-hour day.

Mr. Stone: Are there any roads in the Western territory that use the trip basis for payment in passenger service?

Mr. Cadle: Ask your question again.

Mr. Stone: Are there any roads that use the trip basis in passenger service—paid by the trip?

Mr. Cadle: There is one railroad that pays by the trip. They have a fixed rate per day.

Mr. Stone: Are there any railroads that pay a minimum day's rate, in passenger service?

Mr. Cadle: In the Southeastern territory there are seventeen railroad systems that have a minimum of five dollars for irregular passenger service.

Mr. Stone: Is it for irregular passenger service or all passenger service?

Mr. Cadle: All passenger service.

Mr. Stone: A minimum day's wage of five dollars?

Mr. Cadle: Yes, sir.

Mr. Stone: Are there any other roads that have a different minimum from the five dollars?

Mr. Cadle: There are five railroads in the Southeastern territory that have a minimum of \$5.15 a day.

Mr. Stone: When you say a minimum, what do you mean by that?

Mr. Cadle: I mean that that is the minimum wage for that day's work. A man may go out and run thirty or forty miles and if that is all the work that they have for him to do in that day, they will pay him \$5.15 for it.

Mr. Stone: In other words, it is a guaranteed minimum wage for any service he may perform in that day?

Mr. Cadle: Yes, sir.

Mr. Stone: Are there any other roads that have a different minimum basis?

Mr. Cadle: There are two roads that have a minimum of \$4.50 per day. There is one railroad that has a minimum of 110 miles per day.

Mr. Stone: At what rate?

Mr. Cadle: At the regular passenger rate.

Mr. Stone: According to the class of engine?

Mr. Cadle: Yes. \$5.25 and \$5.40.

Mr. Stone: Will you explain how the minimum daily rate compares with the regular day rate?

Mr. Cadle: The daily rate, in passenger service, for an engine with a cylinder of twenty inches and under in diameter, pays \$4.25. Over twenty-one inches pays \$4.40. Now, if a man runs less than 100 miles in passenger service, instead of taking the \$4.40 rate or the \$4.25 rate, he gets \$5.15. They guarantee him a minimum—or \$4.15 or \$4.40, they guarantee a minimum of \$5.

Mr. Stone: You just said a short time ago \$5.15 and \$5.40.

Mr. Cadle: \$5.25 and \$5.40 is the passenger rate in the southeast.

Mr. Stone: Do you not mean \$4.15?

Mr. Cadle: \$4.15, yes.

Mr. Stone: The reason I correct it is that I do not want to get anything wrong into the record.

Mr. Cadle: It is \$4.25 and \$4.40 in the passenger service.

The Chairman: Let the testimony of the witness be corrected in that respect.

Mr. Stone: How is it in the western territory on these railroads, which are a party to this agreement? What is the general rule?

Mr. Cadle: 100 miles or less, 10 hours or less, is their minimum.

Mr. Stone: Can you give the names of these fourteen roads in the western territory that have a basis of 20 miles an hour?

Mr. Cadle: Yes, there is the Illinois Central, the Kansas City Southern, the Kansas City, Mexico and Orient, the San Antonio & Aransas Pass, the St. Louis, Brownsville & Mexico, the St. Louis & San Francisco, Ft. Worth & Gulf, the Wabash Railroad, the Yazoo & Mississippi Valley Railroad, the New Orleans, Texas & Mexico Railroad, the Chicago & Eastern Illinois Railroad, Missouri, Kansas & Texas Railroad, Chicago, Peoria & St. Louis Railroad, and the El Paso & Southwestern Railroad.

Mr. Stone: Can you give the names of the roads in the eastern territory which have a 20 mile an hour basis for computing the passenger basis of a day's pay?

Mr. Cadle: The Baltimore & Ohio, the Bessemer & Lake Erie, the Boston & Albany, the Boston & Maine, the Buffalo, Rochester & Pittsburgh, the Buffalo and Susquehanna, the Central Railroad of New England, the Chicago, Indianapolis & Louisville, the Chicago & Indiana Southern, the Chicago, Terre Haute & Southern, the Cincinnati Northern, the Cincinnati, Hamilton & Dayton, the C. C. C. & St. Louis (Big Four System), the Coal & Coke, the Delaware & Hudson, Delaware, Lackawanna & Western, the Detroit, Toledo & Ironton, the Dunkirk, Allegheny Valley & Pittsburgh, the Erie, the Grand Rapids & Indiana, the Hocking Valley, the Indiana Harbor Belt, the Kanawha & Michigan, the Lake Erie & Western, the Lake Erie, Alliance & Wheeling, the Lehigh Valley, the Long Island, the Lake Shore & Michigan Southern, the Maine Central, the Michigan Central, the New York Central, the New York, Chicago & St. Louis, the New York, New Haven & Hartford, the New York, Ontario & Western, the New York, Philadelphia & Norfolk, the New York, Susquehanna & Western, the Pennsylvania Lines East, the Pennsylvania Lines West, the Pere Marquette, the Pittsburgh & Lake Erie, the Reading Railroad, the Toledo & Ohio Central, the Toledo, St. Louis & Western, the Vandalia

Lines, the Western Maryland, the Wheeling & Lake Erie, and the Zanesville & Western—forty-seven railroads.

Mr. Stone: Can you give the names of the twenty-four roads in the southeastern territory where they compute the basis of passenger trains on a speed basis of 20 miles an hour?

It might be well to explain to the Board of Arbitration that the Interstate Commerce Commission divides the railroads of the country into three distinct districts: What is known as the "eastern territory," lying east of Chicago and north of the Ohio river, I believe, the Norfolk & Western being the dividing line; what is known as the "southeastern territory," lying south of the Ohio river, and east of the Illinois Central as a dividing line, and what is known as the "western territory," comprising the Illinois Central and all lines west of it, from the Gulf to the Canadian Northern and the Canadian Pacific lines west of Ft. William. So, it is really divided into three groups, and that is the way in which the wage schedules have been built up.

The Chairman: Could you not submit a list as to the different classes of rates, and have the other side agree to it, as to that particular point, without going into all this with the witness?

Mr. Stone: Each one of these?

The Chairman: Yes. As I understand, these railroads are grouped together into distinct classes, as to certain rates.

Mr. Stone: If it is the wish of the Board, that we do so, I think perhaps we can agree on the classification of the roads.

Mr. Sheean: As to the territory, there is no difficulty about that. As to whether these schedules give a five-hour day or not, as the witness has enumerated, I do not think we can agree.

The Chairman: That is the point I was inquiring about.

Mr. Sheean: I do not think it is possible to agree as to those rates being a five-hour day, because all the provisions of the schedules must be considered. Mr. Park for instance, will not, I think, assent to the proposition that he is on a five-hour day basis on the Illinois Central. All the provisions of the schedule must be considered together.

The Chairman: We are about through with it and we might as well go on, but it seems as though it would save a good deal of time.

Mr. Cadle: Please ask your question again?

Mr. Stone: Can you give the names of the twenty-four roads in the southeastern territory where they compute the basis of passenger trains on a speed basis of twenty miles an hour?

Mr. Cadle: The Alabama Great Southern, the Alabama & Vicksburg, the Atlanta, Birmingham & Atlantic, the Atlantic Coast Line, the Carolina, Clinchfield & Ohio, the Carolina, Clinchfield & Ohio of South Carolina, the Central of Georgia, the Charleston & West Carolina, the Cincinnati, New Orleans & Texas, the Georgia Railroad & Atlanta Terminal, the Georgia & Southern Florida, the Gulf & Ship Island, the Louisville & Nashville, the Mobile & Ohio, the New Orleans & Great Northern, the New Orleans, Mobile & Chicago, the New Orleans & Northwestern, the Norfolk & Southern, the Raleigh, Charleston & Southern, the Seaboard Air Line, the Southern Railroad of Virginia, the Virginia South-Western, the Northern Alabama, the Southern Railroad of Mississippi, the Tennessee Central, the Vicksburg, Shreveport & Pacific, the Virginian, East & West of Roanoke. Those are twenty-four railroads.

Mr. Stone: In the Southeastern territory, in all cases where a minimum daily rate is shown, it is higher than the regular day rate, is it not?

Mr. Cadle: Yes, five dollars.

Mr. Stone: And you understand that all these roads that you have named over—that the basis of a day's work is five hours, and overtime begins after the completion of five hours?

Mr. Cadle: Yes, sir.

Mr. Stone: Of those that are on a 20 mile an hour basis?

Mr. Cadle: The measure of a day's work of an engineer on a 20 mile an hour basis is, 100 miles or less, constitutes a day's work.

Mr. Stone: I might ask for information, Mr. Chairman. Does the other side wish to cross-examine on each class of service as we go along, or after we have completed with the witness?

Mr. Sheean: I would rather you would complete with the witness.

The Chairman: Put in your testimony, and then when the witness gets through we will turn him over to the other side for cross-examination.

Mr. Stone: Taking up Paragraph 2 of Article 1:

“All other service except switching. One hundred miles or less, 10 hours or less, will constitute a day’s work in all classes of service except passenger and switching service. All mileage in excess of 100 miles shall be paid for pro rata. Ten miles’ run will be the equivalent of one hour’s service performed, or vice versa.”

How many roads in the Western territory compute their basis on freight trains on ten miles an hour? In other words, what is the basis of through freight pay in the Western territory?

Mr. Cadle: One hundred miles or less, 10 hours or less, on the principal part of the railroads.

Mr. Stone: Are there any roads in the Western territory that are on an eight-hour day?

Mr. Cadle: There are six railroads in the West that compute their day’s work on an eight-hour day, measure it that way.

Mr. Stone: That is freight service?

Mr. Cadle: Yes, sir.

Mr. Stone: Are there any roads in the Western territory that have a nine-hour day?

Mr. Cadle: There are two railroads in the West that have a nine-hour day.

Mr. Stone: Give the names of those two railroads.

Mr. Cadle: They are the Canadian Northern and the Grand Trunk Pacific.

Mr. Stone: Will you give the names of the roads in the western territory that are on an eight-hour day, some six, I believe?

Mr. Cadle: They are the El Paso & Southeastern; the Houston, East & West Texas; the Houston & Shreveport; the San Antonio & Aransas Pass; the St. Louis, Brownsville & New Mexico; the Southern Pacific Railroad (that is, the Pacific lines in the Valley district).

Mr. Stone: Is not the Houston & Texas Central on an eight-hour day?

Mr. Cadle: Yes, sir. The Houston, East & West and the Houston & Texas Central are both on an eight-hour day.

Mr. Stone: These are all freight rates you are talking about now?

Mr. Cadle: Yes.

Mr. Stone: How do the bases of pay in the Western territory compare with those in the Southeastern territory?

Mr. Cadle: The principal part of the railroads in the Southeastern territory in freight service compute their time on a 12½ mile an hour basis, which means an eight hour day.

Mr. Stone: Then, in other words, there are only a few roads in the Southeastern territory that have as long a day as ten hours?

Mr. Cadle: Yes. There are just a few of them.

Mr. Stone: How many roads have we in the Western territory that compute the basis of a day's work in freight service on ten hours?

Mr. Cadle: There are 59 railroad systems in the West that compute their day's work on 100 miles or less, 10 hours or less.

Mr. Stone: Then, if your statement is correct, there are six railroads in the Western territory that have an eight hour day, as against seventeen railroads in the Southeastern territory. Is that correct?

Mr. Cadle: Yes, sir.

Mr. Stone: Is it correct that there are two railroads in the Western territory that have an eight hour and twenty minute day as against one in the Southeast territory in freight service?

Mr. Cadle: Yes, sir, there are two railroads that have an eight-hour-and-twenty-minute day, and one in the Southeastern territory.

Mr. Stone: How many railroads are there in the West that have a nine-hour day as compared with the Southeastern?

Mr. Cadle: There are two railroads in the Southeast that have a nine-hour day.

Mr. Stone: No.

Mr. Cadle: There are two railroads in the west that have a nine-hour day, 100 miles or less to constitute a day's work.

Mr. Stone: How many are there in the southeast?

Mr. Cadle: In the Southeastern territory there are 11 railroads in the Southeastern territory that compute their time on a nine hour day.

Mr. Stone: What is meant by "all mileage in excess of 100 miles shall be paid for pro rata"?

Mr. Cadle: What is meant by it?

Mr. Stone: What does it mean?

Mr. Cadle: It means that if a man runs one mile over one hundred he will get the same amount of money for the last mile that he ran as he did the first one. If the rate was five dollars, he would get five cents.

Mr. Stone: Then it means computing each additional mile above one hundred at the rate per mile for the class of engine?

Mr. Cadle: Yes, sir.

Mr. Stone: What is meant by the sentence, "Ten miles run will be the equivalent of one hour's service performed"?

Mr. Cadle: If a man runs ten miles, he would get his hour for it at the daily engine rate.

Mr. Stone: Suppose you had a combination of miles and hours both in the same trip, how would it be computed?

Mr. Cadle: Whichever was the greater under the majority of the schedules.

Mr. Stone: Do you know of any roads in the Western territory where ten miles run is equivalent to one hour's service performed?

Mr. Cadle: Yes, sir, there are a great many of them. Very nearly all of them. I think I have enumerated those.

Mr. Stone: You understand, then, that this Article, "In all service except passenger and switching," would make a minimum day of ten hours or less?

Mr. Cadle: Yes.

Mr. Stone: 100 miles or less for a day's work?

Mr. Cadle: Yes.

Mr. Stone: That is, all other service except passenger and switching?

Mr. Cadle: Yes.

Mr. Stone: "Overtime in road service. Passenger service. Overtime in passenger service will be computed and paid for on a basis of twenty miles per hour at rate for each class of engine used." Do you know any road in the western country where it is paid that way at the present time?

Mr. Cadle: I enumerated fourteen railroads.

Mr. Stone: I do not think you quite catch the question, Mr. Cadle. Do these railroads pay on the basis of twenty miles for each hour overtime, or on the basis of ten miles?

Mr. Cadle: The measure of day's work is twenty miles an

hour, or five hours, and they pay the overtime at the rate of ten miles an hour; they allow you ten miles instead of twenty.

Mr. Stone: In other words, the last hour you work is not worth as much as the other five hours you work?

Mr. Cadle: No, it is only worth half as much.

Mr. Stone: The way they pay it.

Mr. Cadle: Yes.

Mr. Stone: The request is that he be paid the same, is it not?

Mr. Cadle: Yes, sir.

Mr. Stone: "All other road service. Overtime in all other road service except passenger and switching service will be computed on a basis of ten miles per hour and paid for at the rate of 15 miles per hour, at rate for each class of engine used." What does that mean, Mr. Cadle?

Mr. Cadle: That means that I would get the daily rate for ten hours for 100 miles or less, ten hours or less. If I earned an hour's overtime, that I would be paid fifteen miles for it.

Mr. Stone: What is the object of the fifteen miles for overtime?

Mr. Cadle: Time and a half.

Mr. Stone: Why do we ask for time and a half?

Mr. Cadle: Well, railroad companies are paying it to their shop men and to their blacksmiths and boiler makers and mechanics.

Mr. Stone: Well, is it not a fact it is largely intended as a penalty time to stop excessive overtime?

Mr. Cadle: Yes. The engineers and railroad men call overtime "blood money." They don't want it.

Mr. Stone: What is meant by the term "All overtime will be computed on the minute basis"?

Mr. Cadle: Well, that means that if I am 10 hours and 10 minutes on the road, or if I am 10 hours and 6 minutes, I will get a mile for it. The idea of computing the time on the minute basis, as I always understood it,—there never was any good reason why I should stay on a locomotive and give the company 30 minutes of my services without pay, and there never was any good reason why a railroad company should pay me 30 minutes I did not work for. We believe it is absolutely fair to pay a

man for what he does, for his work. Now, if a man is 10 hours and 6 minutes on the road, he would get 10 hours and 6 minutes pay, or if he was on a mile run, he would get 101 miles for it. Six minutes is equivalent to one mile, or one mile is equivalent to six minutes. That is to do away with the break at 30 minutes; we have to work 30 minutes on the majority, or a great many railroads, before we would get any overtime at all. That is the object of that rule.

Mr. Stone: Your understanding is that these minutes are cumulative, and that for each hour worked a man gives 60 minutes actual time?

Mr. Cadle: Yes, sir.

Mr. Stone: The odd minutes are simply added in for the month?

Mr. Cadle: Yes, sir; they are added in to hours and we give the railroad company 60 minutes, an hour's service for an hour's pay, an hour's overtime.

Mr. Stone: Article II, rates of pay, passenger service.

“The rate in passenger service on locomotives other than the Mallet type weighing less than:

	Engineers.	Firemen.
80,000 pounds on drivers, shall be.....	\$4.50	\$2.90
80,000 pounds and less than 100,000 on drivers.....	4.60	3.00
100,000 pounds and less than 140,000 pounds on drivers.....	4.80	3.15
140,000 pounds and less than 170,000 pounds on drivers.....	5.00	3.25
170,000 pounds and less than 200,000 pounds on drivers.....	5.15	3.40
200,000 pounds and less than 225,000 pounds on drivers.....	5.35	3.50
225,000 pounds and less than 250,000 pounds on drivers.....	5.50	3.65
250,000 pounds and over, on drivers.....	5.60	3.75

I simply read this, Mr. Chairman, in order to put it into the record. It is not our purpose to go into the weights on drivers and the rates of pay with this witness. With one of the other witnesses we will put on, we will show the weights of all the engines in service, the present rate of pay, the rate of pay asked for in that class of service, and the percentage increase.

The Chairman: Well, you may suggest to the reporter in future when you have a case of that kind, to include certain items.

Mr. Stone: To save reading.

The Chairman: Yes, to save reading.

Mr. Stone: Then I might suggest that the entire Article II may be incorporated, to save reading, simply to make it a matter of record.

The Chairman: That is all that is necessary.

(The remainder of Article II is as follows:)

In all classes of service except passenger and switching service on locomotives other than Mallet type weighing less than:

	Engineers.	Firemen.
80,000 pounds on drivers shall be.....	\$5.00	\$3.25
80,000 pounds and less than 100,000 pounds on drivers.....	5.20	3.40
100,000 pounds and less than 140,000 pounds on drivers.....	5.40	3.50
140,000 pounds and less than 170,000 pounds on drivers.....	5.60	3.65
170,000 pounds and less than 200,000 pounds on drivers.....	5.80	3.75
200,000 pounds and less than 225,000 pounds on drivers.....	6.10	4.00
225,000 pounds and less than 250,000 pounds on drivers.....	6.40	4.25
250,000 pounds and over on drivers.....	6.70	4.50

Mallet type engines, all classes of service, except switching service, weighing less than:

	Engineers.	Firemen.
250,000 pounds on drivers.....	\$7.50	\$4.90
250,000 pounds and less than 300,000 pounds on drivers.....	7.75	5.10
300,000 pounds and less than 400,000 pounds on drivers.....	8.00	5.25
400,000 pounds and over on drivers.....	8.25	5.50

Pusher, Helper.

Mine Runs.

Work, Wreck.

Belt Line.

Transfer, and All Other Unclassified Service.

Engineers and Firemen on Locomotives in pusher and helper service, mine runs, work, wreck, belt line and transfer service, and all other unclassified service, will be paid through freight rate according to the class of engine.

Divisions Where Grade Is 1.8%.

On all divisions where grade is one and eight-tenths per cent or over, an increase of ten per cent over Valley rates will be paid.

Narrow Gauge Locomotives.

On Roads where narrow-gauge locomotives are in service, a five per cent increase over present rates in effect shall be granted.

*Electric Locomotives.**Electric either Multiple Unit or Single.**Gasoline or other Service.*

Wherever electric, multiple unit, gasoline or other service is installed as a substitute for steam, or is now in operation on any railroad parties to this agreement or on any of the tracks operated or controlled by any of them as part of their system, the Locomotive Engineers and Firemen shall have the right to the position of Motorman and Helper, respectively. The term "helper" will be understood to mean the second man employed on electric locomotives or other power.

*Seniority rights.**Rules, Hours of Service and Mileage.*

Seniority rights to be interchangeable. Steam rules, hours of service and mileage to apply with the following rates of pay:

Passenger Service.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$4.50	\$3.35
Over 20,000 lbs. tractive power and less than 25,000 lbs.....	4.60	3.35
Over 25,000 lbs. tractive power and less than 30,000 lbs.....	4.70	3.35
Over 30,000 lbs. tractive power and less than 35,000 lbs.....	4.80	3.35
Over 35,000 lbs. tractive power and less than 40,000 lbs.....	4.90	3.35
Over 40,000 lbs. tractive power and less than 45,000 lbs.....	5.00	3.35
Over 45,000 lbs. tractive power and less than 50,000 lbs.....	5.15	3.35
Over 50,000 lbs. tractive power and less than 55,000 lbs.....	5.35	3.35
Over 55,000 lbs. tractive power and less than 60,000 lbs.....	5.50	3.35
Over 60,000 lbs. tractive power and over.....	5.60	3.35

All other Service except Passenger and Switching.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$5.00	\$3.75
Over 20,000 lbs. tractive power and less than 25,000 lbs.....	5.20	3.75
Over 25,000 lbs. tractive power and less than 30,000 lbs.....	5.30	3.75
Over 30,000 lbs. tractive power and less than 35,000 lbs.....	5.40	3.75
Over 35,000 lbs. tractive power and less than 40,000 lbs.....	5.60	3.75
Over 40,000 lbs. tractive power and less than 45,000 lbs.....	5.80	3.75
Over 45,000 lbs. tractive power and less than 50,000 lbs.....	6.00	3.75
Over 50,000 lbs. tractive power and less than 55,000 lbs.....	6.20	3.75
Over 55,000 lbs. tractive power and less than 60,000 lbs.....	6.40	3.75
Over 60,000 lbs. tractive power and less than 65,000 lbs.....	6.60	3.75
Over 65,000 lbs. tractive power and less than 70,000 lbs.....	6.80	3.75
Over 70,000 lbs. tractive power and over.....	7.00	3.75

Switching Service.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$4.75	\$3.10
Over 20,000 lbs. tractive power and less than 40,000 lbs.....	5.00	3.10
Over 40,000 lbs. tractive power and less than 60,000 lbs.....	5.50	3.10
Over 60,000 lbs. tractive power.....	6.00	3.10

Mr. Stone: "Pusher, Helper, Mine Runs, Work, Wreck, Belt Line, Transfer and all other unclassified service.

"Engineers and Firemen on Locomotives in pusher and helper service, mine runs, work, wreck, belt line and transfer service and all other unclassified service, will be paid through freight rate according to the class of engine."

Are there roads in the Western territory, Mr. Cadle, that pay through freight rates for pusher and helper service?

Mr. Cadle: I believe there are some.

Mr. Stone: You haven't a list of the roads, have you?

Mr. Cadle: No, sir.

Mr. Stone: Is it not a fact that the services of the pusher and helper engines are practically the same as the engines in through freight service, to a large extent?

Mr. Cadle: Well, the work is just the same as the man that runs the head engine. It might be well to state that in the main the helper engine, in the mountains, the helper engine is the engine that couples on to the head end of the train. He couples on to the regularly assigned man. The man that has the pusher, he is the man at the rear end of the train on these mountains where they use three or four engines. I don't see any reason why the man running a pusher or the man running a helper on that train should not be entitled to as much compensation for his work as the man that is called "the regular man" on there. All three or four of them are coupled on the same train and perform identically the same work.

Mr. Stone: In mine run service, are any of the roads paying the freight rate just at the present time?

Mr. Cadle: Yes, sir.

Mr. Stone: Will you give the roads where they pay this?

Mr. Cadle: Yes. In what territory do you want it?

Mr. Stone: In the Western territory are there any?

Mr. Cadle: Yes, in the Western territory we have the Chicago & Eastern Illinois, the Colorado & Southern, the Denver

& Rio Grande, the Midland Valley, the Missouri, Oklahoma & Gulf. The O. R. & W. pay a monthly rate of \$160.

Mr. Stone: Are there any roads in the Southeastern territory that pay freight rates for mine run?

Mr. Cadle: Yes. There are the Atlantic Coast Line, the Lexington Eastern, the L. & N., the Tennessee Central, the Virginian, and the Carolina, Clinchfield & Ohio.

Mr. Stone: Are there any roads in the Eastern territory that pay freight rates for mine run?

Mr. Cadle: There are forty-seven that were parties to the Eastern Arbitration Award, all of which pay freight rates.

Mr. Stone: It is the minimum freight rate, is it not?

Mr. Cadle: Yes.

Mr. Stone: Are work and wreck trains classed the same on all these roads?

Mr. Cadle: Yes. The minimum freight rate applies.

Mr. Stone: That is, in the Eastern territory?

Mr. Cadle: Yes.

Mr. Stone: What are they in the Southeastern territory?

Mr. Cadle: Work trains?

Mr. Stone: Work and wreck trains. We group them both together because they are nearly always the same on any road.

Mr. Cadle: There are 26 railroads in the Southeastern territory—

Mr. Stone: That pay the freight rate?

Mr. Cadle: That pay the freight rate at a ten hour day.

Mr. Stone: Are there any roads in the Western territory that pay the freight rate?

Mr. Cadle: All of the railroads in the Western territory that I am acquainted with—that is, a great portion of them—pay the work trains on the basis of ten hours or less.

Mr. Stone: They pay the freight rate according to the class of engines, do they?

Mr. Cadle: There are some that do and some that do not.

Mr. Stone: Are all of them on the basis of computing overtime on a ten hour day?

Mr. Cadle: Yes.

Mr. Stone: In the belt line service,—is there any belt line service that is paying a freight rate?

Mr. Cadle: Do you mean transfer?

Mr. Stone: Practically the same—belt line or transfer.

Mr. Cadle: In the Western territory?

Mr. Stone: Yes.

Mr. Cadle: Yes, there are some of the railroads that are paying the freight rate.

Mr. Stone: Are there any rules in the Western territory in these present schedules governing the unclassified service?

Mr. Cadle: I do not know what you term unclassified service.

Mr. Stone: Practically, as we say in our article here, "All other unclassified service." For instance, mixed trains are not classified on some roads, and on some roads they are paid one rate, and on some another. It is not really a classified service, because there is no fixed standard for it. What is the rule in regard to mixed trains in the Western territory? Are there any roads that pay freight pay?

Mr. Cadle: There are forty-two railroads in the Western territory that have a rate fixed for mixed train service.

Mr. Stone: Will you give the names of those roads?

Mr. Cadle: There are the Atchison, Topeka & Santa Fe Coast Lines, the Atchison, Topeka & Santa Fe proper, the Canadian Northern, the Canadian Pacific, the Chicago, Milwaukee & St. Paul, Puget Sound lines; the Chicago and Milwaukee proper, the Chicago & North Western, the Chicago, Peoria & St. Louis, the Colorado & Southern, the Denver & Rio Grande, the El Paso & Southwestern, the Fort Worth & Denver, the Galveston, Houston & San Antonio (these are all one system), the Texas & New Orleans, the Louisiana & Western, Morgan's Louisiana & Texas Railroad, the Iberia & Vermillion, the Great Northern, the Gulf, Colorado & Santa Fe, the Houston, East and West Texas, the Houston & Texas Central, the Illinois Central, the International & Great Northern, the Kansas City Southern, the Louisiana Railroad & Navigation Company, the Marshall & East Texas, the Missouri, Kansas & Texas Lines, the Missouri Pacific, the Missouri, Oklahoma & Gulf, the New Orleans, Texas & Mexico Lines, the Northern Pacific, the Oregon Short Line, the San Antonio & Aransas Pass, the St. Louis, Brownsville & Mexico, the St. Louis & San Francisco Lines, the Santa Fe, Prescott & Phoenix, the Southern Pacific System, the Spokane, Portland & Seattle, the Texas Midland, the Texas Pacific, the

Trinity & Brazos Valley, the Wabash Railroad west of Detroit, the Western Pacific, the Wichita Falls, the Yazoo & Mississippi Valley, the Missouri & North Arkansas, forty-two.

Mr. Stone: How many roads are there in the Western territory that pay the through freight rate for all mixed train service?

Mr. Cadle: In the Western territory there are twenty-nine railroads that pay through freight rates for mixed service.

Mr. Stone: Will you please give us a list of the roads?

Mr. Cadle: The Atchison, Topeka & Santa Fe, coast lines; the Atchison, Topeka & Santa Fe, proper; the Canadian Northern, the Canadian Pacific, the Chicago, Milwaukee & St. Paul, Puget Sound line, the Chicago, Milwaukee & St. Paul, proper; the Chicago & North Western, the Colorado Southern, the Denver & Rio Grande, The Denver & Salt Lake, the El Paso & Southwestern, the Fort Worth & Denver City, the Houston, Harrison & San Antonio. You might call those the Southern Pacific Atlantic system. All of them are one railroad. Then there are the Great Northern, the Gulf, Colorado & Santa Fe, the Houston, East and West Texas, the Houston & Shreveport, the Houston & Texas Central, the International & Great Northern, the Kansas City Southern, the Northern Pacific, the Oregon Short Line, the Santa Fe, Prescott & Phoenix, the Southern Pacific, Pacific System, the Spokane, Portland & Seattle, the Texas Midland, the Texas Pacific, the Wabash Railroad west of Detroit, and the Western Pacific, twenty-nine.

Mr. Stone: Are there any roads in the Western territory that pay local freight rates for mixed service?

Mr. Cadle: There are nine railroads in the west that pay local rates for mixed train service.

Mr. Stone: Will you please give us the names?

Mr. Cadle: The Marshall & East Texas, the Missouri, Kansas & Texas Lines, the Missouri Pacific, the St. Louis, Brownsville & Mexico, the Frisco Line, the St. Louis & San Francisco Line, the Trinity & Brazos Valley, the Wichita Falls, the Missouri & North Arkansas, the San Antonio & Aransas Pass, nine.

Mr. Stone: What are the rates in the Southeastern territory for mixed train service?

Mr. Cadle: In the Southeastern territory we have thirty railroads that pay mixed train service.

Mr. Stone: How are they paid on the different roads?

The Chairman: What do you mean by the term "mixed train service"?

Mr. Cadle: A train that hauls freight and passengers, or passengers and freight, mixed.

The Chairman: It is just a term that is used to describe them?

Mr. Cadle: Yes. They will haul freight cars and coaches and accommodation cars.

Mr. Stone: Now will you tell us about the rates paid for mixed train service in the Southeastern territory. You said there were thirty railroads that paid a mixed train rate. I asked you about the other railroads in the southeastern territory.

Mr. Cadle: There is one railroad in the southeast that pays a mixed train rate, a flat rate, ten hour day. There is one railroad that pays a mixed train rate of twenty miles per hour for the entire trip. There is one railroad that pays local rates for mixed train service. There is one railroad that pays through freight rates, computed on the basis of eleven miles an hour. That would make a nine hour day.

Mr. Stone: Are there any roads that pay the through freight rate in transfer service?

Mr. Cadle: Yes, there are railroads that pay the through freight rate in transfer service.

Mr. Stone (Reading): "On all divisions where grade is one and eight tenths per cent or over, an increase over Valley rates will be paid." Are there any roads in this Western territory that pay an extra compensation for mountain service?

Mr. Cadle: There are eleven roads that pay an increased rate for mountain service.

Mr. Stone: Will you please give them?

Mr. Cadle: The Atchison, Topeka & Santa Fe, coast lines, the Atchison, Topeka & Santa Fe, proper, the Canadian Pacific, the Chicago, Milwaukee & Puget Sound, the Colorado & Southern, the Denver & Rio Grande—

Mr. Stone: On the Denver & Rio Grande,—do you mean the entire system or not?

Mr. Cadle: On the Colorado lines. Then, there are the

Northern Pacific, the Oregon-Washington Railroad & Navigation Company, the Santa Fe, Prescott & Phoenix, the Southern Pacific, Pacific System.

Mr. Stone: Can you give an example in regard to how this mountain service is paid, so that the Board will understand what is meant by extra compensation for mountain service?

Mr. Cadle: These different railroads have different ways of allowing it. For example, on the coast lines of the Santa Fe, between Winslow and Williams, Arizona, there are divisions where the actual miles are 92. They allow them 100 miles. They give them eight constructive miles on those mountains, every trip over the road.

On the Denver & Rio Grande road, they have a fixed rate per mile for mountain service. In mountain territory, where the daily rate might be \$4.60, for the actual miles run on the mountains you would get just twice 46 cents an hour for that, for the mileage on those mountains.

On the Southern Pacific Railroad, they allow constructive mileage. For instance, the actual miles of the run over mountain territory might be 97 miles, and they would allow them, in some instances, perhaps, 118 miles or 120 miles, so that they get an increased rate of pay. On the Chicago, Milwaukee & Puget Sound they allow their freight engineers on the mountains twelve constructive miles each trip in freight service. In passenger service, they allow them six constructive miles. Now, that is added on to their daily rate. You might run 90 miles on passenger service in the mountain territory and for that you would get a full day, a full 100 miles and the six constructive miles, or, in other words, you would get 106 miles for your day's work in that mountain territory.

Mr. Stone: Then, the practice of allowing either additional miles or extra compensation for mountain service is common on these western roads, is it not?

Mr. Cadle: Yes.

Mr. Stone: On roads that have mountain service?

Mr. Cadle: Yes, they pay additional compensation.

Mr. Stone: Is there a difference in the rates of pay between mountain and valley service on the narrow gauge lines?

Mr. Cadle: The Denver & Rio Grande increase the rate of pay on their Colorado lines.

Mr. Stone: What does the Colorado & Southern do?

Mr. Cadle: It has increased the mountain rate.

Mr. Stone: When the grade is very steep, they have a very much shorter basis for a day's work, do they not?

Mr. Cadle: The Colorado & Southern have a 44 mile day in mountain service and an 85 mile day in their valley service.

Mr. Stone: On the narrow gauge part of the Colorado & Southern?

Mr. Cadle: Yes.

Mr. Stone (Reading): "On roads where narrow gauge locomotives are in service a five per cent increase over present rates in effect shall be granted."

The Chairman: A member of the Board desires to ask a question.

Mr. Stone: Certainly.

Mr. Burgess: I understood you to say, on that example running out of Winslow, Arizona, the engineer ran 92 miles and got 100 miles on his mountain run.

Mr. Cadle: Yes, that is one example. They have a great many runs, but I gave that for an example of the way they increased the rate of pay on mountain service.

Mr. Burgess: I did not understand whether you meant 100 miles or 108 miles, because the engineer would get 100 miles if he ran only 92 miles in a level territory.

Mr. Cadle: He gets eight constructive miles. For his 92 miles he will be allowed 100 miles, and he will get his eight constructive miles in addition.

Mr. Burgess: Then you intended to say that he would get 108 miles for the 92 mile run, instead of 100 miles?

Mr. Cadle: Yes.

Mr. Nagel: I think you said 106.

Mr. Cadle: That was another example.

Mr. Burgess: I think the record will show that he said he would only get 100 miles, when he really intended to say that he would get 108 miles, on that example.

Mr. Stone: I think perhaps you could make it plainer to the Board if you would take an example of where the mileage is over 100 miles, for example, between Winslow and Ashfork on the Santa Fe, where the actual miles are 115, and they are al-

lowed 129 miles for the trip, an addition of fourteen constructive miles.

Mr. Park: Is there not another system of paying on mountain grades largely in vogue, for instance, on the Santa Fe or the Burlington?

Mr. Cadle: In mountain territory?

Mr. Park: Yes.

Mr. Cadle: They may increase the rate on the engine.

Mr. Park: Are you familiar with the Santa Fe?

Mr. Cadle: Yes.

Mr. Park: Does the same class of engine running out of Kansas City pay the same running out of Trinidad?

Mr. Cadle: No, sir.

Mr. Park: That is what I was getting at.

Mr. Cadle: We are speaking about mountain roads now.

Mr. Park: That would be a higher rate for the same class of engines.

Mr. Cadle: Yes. East of La Junta to Chicago, they call that "valley rates," on the Santa Fe, and they have a different rate there.

Mr. Park: That is still another system of paying the mountain mileage?

Mr. Cadle: No, sir.

Mr. Park: Different from all you have described.

Mr. Cadle: No, sir.

Mr. Park: Really, it is not constructive mileage.

Mr. Cadle: I do not quite understand you.

Mr. Park: An engine of a certain weight on the drivers, running out of Kansas City on the Santa Fe, in the valley, is paid a certain rate.

Mr. Cadle: Yes.

Mr. Park: That engine running on the mountain is paid a higher rate?

Mr. Cadle: Yes.

Mr. Park: The same engine?

Mr. Cadle: Yes.

Mr. Park: And that is not constructive mileage. That is regular mileage on a higher rate.

Mr. Cadle: Yes.

The Chairman: Proceed.

Mr. Stone: I might also add, if I may be allowed to, that on some of the western roads, where the grade is over a certain per cent, there is an allowance of a certain percentage increase for a certain class engine, but the grade fixes the rate that the engine would carry.

I would also like to call the attention of the Board to the fact that, when you get the mountain service, it is a much shorter day. For instance, it is forty-five miles, or fifty miles, in mountain service for a day's work as against 100 miles, or ten hours in the valley. (Reading):

“Electric Locomotives. Electric Either Multiple Unit or Single, Gasoline or Other Service.

“Wherever electric, multiple unit, gasoline or other service is installed as a substitute for steam, or is now in operation on any railroad parties to this agreement or on any of the tracks operated or controlled by any of them as part of their system, the Locomotive Engineers and Firemen shall have the right to the position of Motorman and Helper, respectively. The term ‘helper’ will be understood to mean the second man employed on electric locomotive or other power.

“Seniority rights; rules, hours of service and mileage.

“Seniority rights to be interchangeable. Steam rules, hours of service and mileage to apply with the following rates of pay:

Passenger Service.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$4.50	\$3.35
Over 20,000 lbs. tractive power and less than 25,000 lbs.....	4.60	3.35
Over 25,000 lbs. tractive power and less than 30,000 lbs.....	4.70	3.35
Over 30,000 lbs. tractive power and less than 35,000 lbs.....	4.80	3.35
Over 35,000 lbs. tractive power and less than 40,000 lbs.....	4.90	3.35
Over 40,000 lbs. tractive power and less than 45,000 lbs.....	5.00	3.35
Over 45,000 lbs. tractive power and less than 50,000 lbs.....	5.15	3.35
Over 50,000 lbs. tractive power and less than 55,000 lbs.....	5.35	3.35
Over 55,000 lbs. tractive power and less than 60,000 lbs.....	5.50	3.35
60,000 lbs. tractive power and over.....	5.60	3.35

All Other Service Except Passenger and Switching.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$5.00	\$3.75
Over 20,000 lbs. tractive power and less than 25,000 lbs.....	5.20	3.75
Over 25,000 lbs. tractive power and less than 30,000 lbs.....	5.30	3.75
Over 30,000 lbs. tractive power and less than 35,000 lbs.....	5.40	3.75
Over 35,000 lbs. tractive power and less than 40,000 lbs.....	5.60	3.75
Over 40,000 lbs. tractive power and less than 45,000 lbs.....	5.80	3.75

	Motorman.	Helper.
Over 45,000 lbs. tractive power and less than 50,000 lbs.....	6.00	3.75
Over 50,000 lbs. tractive power and less than 55,000 lbs.....	6.20	3.75
Over 55,000 lbs. tractive power and less than 60,000 lbs.....	6.40	3.75
Over 60,000 lbs. tractive power and less than 65,000 lbs.....	6.60	3.75
Over 65,000 lbs. tractive power and less than 70,000 lbs.....	6.80	3.75
70,000 lbs. tractive power and over.....	7.00	3.75

Switching Service.

	Motorman.	Helper.
20,000 lbs. tractive power and less.....	\$4.75	\$3.10
Over 20,000 lbs. tractive power and less than 40,000 lbs.....	5.00	3.10
Over 40,000 lbs. tractive power and less than 60,000 lbs.....	5.50	3.10
60,000 lbs. tractive power and over.....	6.00	3.10

Mr. Stone: I simply call your attention to the fact that we ask that the seniority rights be interchanged. Steam rules, hours of service and mileage to apply. We have that at the present time, have we not, Mr. Cadle?

Mr. Cadle: Yes.

Mr. Stone: How is motor car service compensated for in the western territory?

Mr. Cadle: There are 26 railroads in the western territory that have a fixed rate of pay in their agreements for this class of service.

Mr. Stone: What are those roads that have this rate of pay for motor car service? I might add, if the Board will permit, that there are two classes of motor cars in the western territory, the gasoline motor car and the gasoline electric. They are both covered in this same article. There are also the multiple unit electric trains that are used in the suburban service of the terminal at Oakland, San Francisco, and the electric motors, that are really electric locomotives, that are in use today on some of our roads handling heavy trains through the tunnels.

Mr. Cadle: Those lines are Atchison, Topeka & Santa Fe, Coast Line, the Atchison, Topeka & Santa Fe, proper, the Chicago, Burlington & Quincy, the Chicago Great Western, the Chicago, Milwaukee & St. Paul, Puget Sound Lines, the Chicago & Milwaukee & St. Paul, proper. The Chicago & North Western, the Chicago, Rock Island & Pacific, the Chicago, St. Paul, Minneapolis & Omaha, the Denevr, Laramie & North Western, the Denver & Rio Grande, the El Paso & Southeastern, the Ft.

Dodge, Des Moines Southern, Great Northern Railroad, Missouri, Oklahoma & Gulf, New Orleans, Texas & Mexico, Northern Pacific, Northwestern Pacific, Oregon Short Line, San Pedro, Los Angeles & Salt Lake, St. Louis, Brownsville & Mexico, Southern Pacific System, St. Louis & San Francisco lines, Texas Pacific, Union Pacific, St. Louis & Southwestern Lines. That is all. That is 26 of them.

Mr. Stone: Are there any roads in the western territory where the seniority is interchangeable between the steam and electric service?

Mr. Cadle: All of the railroads that were parties to the concerted movement of 1910, as I understand it, were given a rule that when they install that service, when there is a sufficient number of engineers qualified to fill the positions, that they would be given that work, and their seniority would be interchangeable.

Mr. Stone: Speaking of these 26 roads in the west that have a fixed rate of pay, are there any other roads in the western territory?

Mr. Cadle: About that fixed rate of pay—there are a good many of these railroads that have no motor car service, but they have a rule in their schedule that, if they install that service, it will be given to the locomotive engineer. Now, you take those schedules, a great number of them, and you will find that they have not got any fixed rate that they pay for the engineers. They have the rule in there that they will have, but the railroads where they have put the motor car service, or that service, in effect, have fixed a rate of pay for the engineer.

Mr. Stone: In other words, they have recognized the right of the engineer to operate the service, and have agreed with the committee representing the engineers and firemen—representing the engineers, for a rate of pay for the service?

Mr. Cadle: Yes, sir.

Mr. Stone: Can you give us some idea of the rate of pay that is in effect on some of the roads in the west, where they have this motor car service?

Mr. Cadle: Yes, sir.

Mr. Cadle: There are two railroads in the west that pay \$3.90 for 100 miles or less. There is one railroad that pays \$4.20 for one hundred miles or less. There is one railroad that

agrees to use locomotive engineers—really use locomotive engineers to operate any class of power that may be used for—substituted for—steam power, and they agree to pay them the going rate, the same rate on locomotives.

Mr. Stone: In other words, the engineer would get the same rate for running a motor car on that road as he would for a steam locomotive?

Mr. Cadle: Yes, and under the same working rules and conditions. There are three railroads that pay \$3.15 for 100 miles or less. There is one that pays \$4.40 for ten miles or less.

Mr. Stone: On those roads you just spoke of, what is the basis for a day's pay in computing overtime?

Mr. Cadle: Ten hours, 100 miles or less, ten hours or less shall constitute a day's work.

Mr. Stone: Well, when does the time for computing begin?

Mr. Cadle: One hour before leaving time on those six roads. One hour before the leaving time with their cars.

Mr. Stone: You mean the schedule time of the train?

Mr. Cadle: Yes.

Mr. Stone: All right.

Mr. Cadle: There is one railroad that pays \$4.40 for ten hours or less.

There is one railroad that pays \$4.40, 44 cents an hour overtime; an electric suburban service. The length of the day varies.

There are two railroads that pay \$4.40 for ten hours or less; overtime 44 cents an hour, and compute their time one hour after the schedule of first trip to end.

Mr. Stone: One hour after the schedule, or before?

Mr. Cadle: One hour before the departure on their beginning of their day, and to end on the arrival at terminal on their final trip.

There is one railroad that pays \$4.20 a day for 100 miles or less, all previous schedules governing steam rates to apply on motor car service.

There is one railroad that pays \$4.15 for 100 miles or less for handling steam cars, and \$4.00 per 100 miles or less for handling gasoline cars.

There is one railroad that pays a motorman 33 cents an hour on passenger and 35 cents an hour on freight. Five cents

a mile added to the schedules of above when in snow plow service, and \$5 a month extra when they handle United States mail in those cars.

There is one railroad that pays \$4.40 per 100 miles or less to motormen in passenger service on gasoline cars. They pay \$4.90, 100 miles or less, to motormen on electric cars and helpers, with 10 cents increase between given points.

Mr. Stone: Do you mean 10 cents or 10 per cent?

Mr. Cadle: 10 per cent, and on grades of 1.8 per cent or greater, that is that 10 per cent, with 10 per cent increase between points on grades of 1.8 per cent or greater, the rules regulating steam rates shall apply. There is one road that pays a monthly rate of \$130, seniority interchangeable between steam and motor cars. There is one road that pays \$137.15 for a calendar month. For a mileage in excess of 5,000 miles a month, they will draw 2.74 cents per mile. They are allowed \$2.50 per day of 10 hours and 30 minutes to qualify for these cars.

Mr. Stone: Pardon me, Mr. Cadle. I think you are getting confused on that. If I may be allowed to correct him—I don't want to transgress any of the rules, I do not want to do anything that isn't correct and, yet, I realize that a man dealing with this many schedules is liable to be mixed up a little bit on them.

The Chairman: You may make any suggestions that are calculated to correct it.

Mr. Stone: He said they are allowed \$2.50 per day to qualify for these cars. That is not exactly correct. He is allowed \$2.50 per day of 10 hours for 30 days for learning the service.

Mr. Cadle: That is it, he goes into the shop to learn to handle one of these motor cars and he is paid \$2.50 a day for thirty days to qualify to fill one of those positions. He gains his knowledge right in the shop where they build the cars. There is one railroad that pays \$132.50 for a calendar month. There is one railroad that pays 46 cents an hour for a nine hour day in handling electric cars, and the seniority is interchangeable.

Mr. Stone: Do you know what the men who handle the electric locomotives are allowed to do, whether their work is interchangeable with steam, whether the seniority is interchangeable or not?

Mr. Cadle: In what territory?

Mr. Stone: On the Great Northern. I think that is the only road in the northwest where there are electric locomotives at the present time.

Mr. Cadle: Yes, sir, that is my opinion. I think the seniority is interchangeable.

Mr. Stone (reading):

“Article III. *Local or Way Freight Service.* Local trains are way freight or mixed trains whose work is the loading or unloading of freight or doing station switching enroute.”

I imagine, Mr. Chairman, the other side will disagree with us as to the definition of what constitutes a local freight. The point I want to bring out by this witness is that we do have a local freight rate in the western territory. The only question is the difference as to what constitutes a local train. The article I read part of has an additional paragraph (reading):

“Engineers and Firemen on such trains will be paid ten per cent increase over through freight rates.” That is our request.

(Addressing the witness): Do you know of any roads in the western territory, Mr. Cadle, that pay an extra rate for local service?

Mr. Cadle: There are a great many railroads that pay a differential of 25 cents, 100 miles, in local service.

Mr. Stone: Will you give the names of them? Have you the names of them? We will pass that, at this time: it is evidently a mistake and was left out of the check we have. I know there are a number of roads in the western territory that pay an increased rate in local freight service.

Mr. Cadle: The western concerted movement, in 1910, awarded us 25 cents differential on all these roads that were parties to that agreement in the western territory. Now, there are railroads where they pay the 10 per cent. I think the Northern Pacific Railroad pays the 10 per cent. additional for their local service.

Mr. Stone: What was the award in the eastern territory, do you know?

Mr. Cadle: They paid the 25 cents differential in the eastern territory. Yes, sir, they awarded you 25 cents differential, 100 miles or less, in the eastern territory.

Mr. Stone: What do they do in the southeastern territory, do you recall?

Mr. Cadle: In the southeastern territory, the majority of the roads have a local rate, the majority of them pay \$5.75, 100 miles or less, 10 hours or less.

Mr. Stone: What is the prevailing practice for local freight service in the southeastern territory?

Mr. Cadle: It ranges from \$5.75 to \$6 a day. You take the Mallets, they pay \$60.0 and \$6.10, and the principal rate for local freight service in the southeastern territory is \$5.75 a day, for ten hours or less.

Mr. Stone: As against the same class of engine in through freight service, or what? Could you give an estimate of that?

Mr. Cadle: \$5.15 and \$5.40.

Mr. Stone: Are you familiar with the definitions in the western territory? I realize you haven't the notes to refer to. Are you familiar with the conditions as to what comprise way freight service on the different roads?

Mr. Cadle: The class of service, do you mean?

Mr. Stone: No, the definition of what constitutes a way freight or a local freight train. Are there any roads that have a rule defining what is a local freight train?

Mr. Cadle: Well, there are railroads that have different rules. The train that does the switching, all the station switching en route, between terminals, handles package stuff, unloads and loads way freight.

Mr. Stone: At how many points would they have to load or unload way freight, in order to be a local freight train?

Mr. Cadle: Through freight, do you mean?

Mr. Stone: Any regular train, in order to be classed as a local train?

Mr. Cadle: There are some of the schedules in the southeast that provide that, where a man unloads way freight at two or three stations, it shall be classed as a local freight train.

Mr. Stone: Are there any roads in the west that have such a rule?

Mr. Cadle: Not that I know of. Yes, there are some schedules that have a rule that classifies the number of stations.

Mr. Stone (Reading): "*Additional pay.* Through or irregular freight trains doing work such as loading or unloading

freight, stock or company material, switching at stations, spurs, mines, mills, or required to pick up or set out cars, unless cars to be set out are switched together at terminals, or doing any other similar work, shall be paid for same at overtime rates in addition to time or mileage made on the trip.”

Now, in the irregular freight service in the west, Mr. Cadle, are there any roads where this work mentioned here is paid for?

Mr. Cadle: Yes, sir, there are some of the railroads that pay for it.

Mr. Stone: Have you a list of the roads?

Mr. Cadle: I don't think so.

Mr. Stone: Is it not a common practice on many of our western roads to pay for the loading or unloading of stock, in addition to the irregular trip?

Mr. Cadle: Yes, sir.

Mr. Stone: Or for the icing of refrigerators?

Mr. Cadle: Yes, sir.

Mr. Stone: Is it not also a fact that, on many of the roads, they pay for doing what is known as commercial switching, outside of the working of the trains at the various points enroute?

Mr. Cadle: Yes, sir.

Mr. Stone: Or, for the loading or unloading of company material?

Mr. Cadle: Yes, sir.

Mr. Stone: Are there any roads in the west that pay for picking up or setting out cars, when they are not switched together?

Mr. Cadle: I don't just remember.

Mr. Stone: You don't recall any?

Mr. Cadle: No, sir. There are in the east.

Mr. Stone: Is it not a fact on many roads you are required to switch the train in station order and bring it into the terminal switched in station order, on freight trains?

Mr. Cadle: There are railroads that required crews to do that, when their yards were congested, I understood.

Mr. Stone (Reading): “Article IV. *Switching Service, Rates of Pay.*

	Engineers.	Firemen.
Engines weighing less than 140,000 lbs. on drivers	\$4.75	\$3.10
Engines weighing 140,000 lbs. and over on drivers	5.00	3.25
Mallet type engines.....	6.00	4.00

Engineers and firemen required to begin service other than between the hours of 6 A. M. and 8 A. M. will be paid 2 cents per hour, in addition to above rate.”

Do you know of any roads in the western country where they are using the Mallet type of engine in switching service?

Mr. Cadle: Yes, sir.

Mr. Nagel: Before you turn to that, do you propose to give us a rule for our adoption by which it is to be determined whether a through freight has been converted into a local freight, in a particular case? I get no impression from this so far, at all.

Mr. Stone: I realize that, because, in checking up, for some unknown cause, there is nothing about local freights in the notes.

Mr. Nagel: You have told us you do not agree, but you have not told us how we are to reconcile the disagreement?

Mr. Stone: I think we can submit something a little later that perhaps will bring out our side of it, at least. I am sure the other side will present something that will prove to you that there is no such thing as a local freight in the western country.

Mr. Nagel: Then we can expect that hereafter.

Mr. Stone: Yes, sir; we will try to prepare it for you. (Addressing the witness.) Do you know of any class of yard service that receives an additional rate for night work or where they are not in the day service?

Mr. Cadle: No, sir.

Mr. Stone: That is, engineers and firemen do not?

Mr. Cadle: No, sir.

Mr. Stone: Is it not a fact that all the switch foremen and switchmen receive higher rates for yard service at night?

Mr. Cadle: I think so. Their schedules make a differential at night.

Mr. Stone (Reading): “Ten hours or less will constitute a day’s work in switching service. Time to be computed continuously, all over ten hours to be computed and paid for at the rate of time and one-half. All overtime to be computed on minute basis.”

In what way does that differ from our present rule, what is generally known as the standard rule? It is continuous service, is it not? That is the only difference from the present rule?

Mr. Cadle: That is all.

Mr. Stone: It might be well to explain to the Board what is meant by continuous service.

Mr. Cadle: If a man starts to work at 7 o'clock in the morning and works until 6 o'clock in the evening, that would be continuous, without any break.

Mr. Stone: The present practice on most of these roads, is it not, is to deduct the dinner hour?

Mr. Cadle: Yes, sir.

Mr. Stone: In other words, a man is really on duty 11 hours and is paid for 10; one hour is deducted for meals.

Mr. Cadle: Well, a man is always—a man in switching service, where he is paid for the dinner hour, he does give the company 30 minutes, on a great many schedules. The company is willing to give him 11 hours pay, where he works a portion of the dinner hour; some of them as much as 30 minutes and some of them less.

Mr. Stone: That is, if he works any part of the dinner hour?

Mr. Cadle: Yes. But if he does not work that, of course he starts to work at 7 o'clock in the morning and quits at 6 o'clock in the evening and is given his dinner hour out, and he gets ten hours pay for it.

Mr. Stone: Is it not a fact that men are often released for the dinner hour at some outlying point where they are practically compelled to watch their engine?

Mr. Cadle: Well, the men are given their dinner hour at outside points and some companies have established the practice of relieving men out on the side tracks; that is, blocking their engines and releasing them during the dinner hour.

Mr. Stone: But, the man is away from the shop and he is away from his meals, is he not? He is away from his home? He cannot possibly get a warm meal?

Mr. Cadle: Yes, sir.

Mr. Stone: What is meant by the overtime being computed and paid for at the rate of time and one-half, the same explanation as you made for the freight service?

Mr. Cadle: Yes, sir, it means time and a half for overtime.

Mr. Stone (Reading): "All overtime to be computed on a minute basis." The same explanation for that as you made for the road service?

Mr. Cadle: There are a great many railroads now in the western country that pay the overtime rate on a minute basis?

Mr. Stone: In switching service?

Mr. Cadle: Yes, sir. It is a rule that has been in effect on some of the railroads for eight or nine or ten years.

Mr. Stone: (Reading.) - "*Meals.* Switch engineers and firemen will not be required to work longer than six consecutive hours without being allowed 30 minutes undisturbed for meals."

Why is that put in this article, Mr. Cadle?

Mr. Cadle: Why, it is put in there? There are several reasons. In the first place, six hours is long enough for a man to work without eating. There are some of the railroads that will work a man seven hours, or seven hours and a half. They work them past the meal hours. A great many of our yard engineers that are not married board by the month or board by the week and, if you work a man until 2 o'clock in the afternoon, why, at the boarding house the meals are closed and you put him to the additional expense of going into some restaurant and getting his meals and, then, another thing, men starting out to work at 7 o'clock in the morning, where you call them an hour and a half before leaving time, and they are required to report at certain times, they will get up at 5 o'clock in the morning and get their breakfast and, if you work them seven or eight hours, the men are not in very good shape to do any work; they want something to eat; and, there has been a great deal of difficulty all around the country, not so much in the last few years as there was previously, but there have been switch engineers who have worked until 4 o'clock in the afternoon, or 3 o'clock in the afternoon without meals, and of course they complained of it and it became necessary for their organizations to make agreements with the railroads, asking them to release them within a reasonable number of hours, so that they might get their meals. Now the railroads have done very well toward them. In very nearly all of the schedules that we have with railroads, they have been very liberal. A good many of our railroads that I have dealt with the managers of, that I have dealt with on the dinner hour question, they were just as anxious to get those men off at a regular hour for their meals, because they believed they would be better men, do better work for the company, if they would have their meals. Those are the reasons why we asked to have that rule made

effective, so that the men can be released for meals and have an opportunity to go and get their means at the meal hours.

Mr. Stone: (Reading.) "*Road Engine, used.* When road engines are used in yard service, road rates will apply."

What was the idea in putting that in the request?

Mr. Cadle: I don't know. I have handled a road engine in switching in the yard and I had rather have a switch engine. In the first place, a road engine is very unhandy to handle, a great many of them. When I was running switch engines, they had high tanks, it was hard to see out over them and that increased your responsibility. That is, I have known a great many men to get into trouble handling road engines, switching in a yard. The arrangements on the inside of the cab are not as convenient on a road engine as on a switch engine, because when you have got a regular switch engine, they make it as convenient as possible, so you can handle that engine and get the signals. With a road engine, some of them, they are not so convenient for doing switching service. Consequently the railroads have always been willing to pay a differential when they did, and a great many of them have got that, they pay a differential when they use road engines.

Mr. Stone: You find it quite common in the southeastern territory, do you not, that they pay differential where they use the road engines?

Mr. Cadle: Yes, sir. In the eastern territory they awarded us that 25 cents differential.

Mr. Stone: Isn't it a fact that the principal objection is because the boiler is so large and the cab so narrow there is no room for reversing, without walking the length of the cab every time you have to reverse the engine?

Mr. Cadle: They are not arranged conveniently on the inside to do switching. Some years ago they had a pilot on the front, but now the government, I believe, has fixed it up so that they have got to put steps on them. That objection of course is eliminated to a certain degree.

Mr. Stone: I only wish it was possible for the members of the Board who are not perhaps as familiar with the different types of engines as some of the rest of us are, to see the arrangement in the cabs of some of these road engines, and some of the yard engines. Especially is that true of the larger en-

gines that have the screw reverse lever, instead of the old style lever and, then, imagine, if you can, a man out in a yard trying to switch with one of the big, modern type of locomotives with the screw reverse, where it takes 16 or 17 turns of the wheel to reverse the engine. (Reading):

Article V. *Preparatory Time.*

“Engineers and firemen in all classes of service will be allowed thirty minutes as preparatory time in addition to all other time or mileage made on the trip or day, at the pro rata rate corresponding with class of locomotive and service; provided, that on lines of railroad where rules or schedules require them to be on duty more than thirty minutes before time ordered to leave roundhouse or other point, they will be allowed one hour’s time, and when required to be on duty more than one hour, actual time will be allowed. Preparatory time will be the time engineers and firemen are required to be on their locomotives, prior to time ordered to leave roundhouse or other point.”

Explain to the Board what is meant by preparatory time?

Mr. Cadle: It is time consumed in preparing the engine for the trip. If you take a great number of these railroads, the engineer’s time begins when he leaves the trainyard. A great many of the schedules provide that. Now, then, he has to have his engine prepared, ready for the trip, before he leaves the trainyard, and it is time consumed preparing the engine before he departs from his trainyard.

Mr. Stone: Explain to the Board what is the nature of preparatory work, how a man gets ready for the trip, what he is called for, the time?

Mr. Cadle: There are a great many of the railroads where you have to go to work and report on duty, to register, or report on duty. There are a great number of them that require you to register your watch and you have to go to work and look at the report book and see what work has been done on the engine before you go out. You go to work and oil your engine around. You have to fill your lubricator; you have to see to your headlight. In case you are carrying signals, you have got to see that they are proper. You have got to go to work, according to the company’s rules, and see that you have got tools on your engine. There are a whole lot of things you have to do before you go down to go out, and that is called preparatory time.

The Chairman: How much time is usually consumed in that kind of work?

Mr. Cadle: It depends altogether on the class of engines that you are preparing, Mr. Chairman. On a small engine where the company fills the grease cups and rod cups for you, and does a great deal of that work in the shop, why, you can prepare them in oh, say, 35 minutes, while, with other engines, you take the large type of engines, it may take you longer than that. If you have to fill the grease cups on those engines, I think the very best you could do, to fill the grease cups alone, without doing anything else, would be half an hour. On a good many systems the companies have released the engineer from filling these grease cups.

Mr. Stone: Is it not a fact you have to compare your watch, check over the bulletin book and sign for all bulletins issued up to date, get a time slip from the roundhouse foreman and all that?

Mr. Cadle: In the eastern territory they use a time slip, but not so much in the western territory. They do not practice that very much in the west, but they have to compare their watches and they have to register their time in a great many of the railroads.

Mr. Stone: What about the bulletins?

Mr. Cadle: Well, you have got to examine the bulletins. According to the book of rules you are supposed to examine the bulletins.

Mr. Stone: Is it not a fact you must have your engine ready to move with all of this done at a certain time before you are required to leave the yard?

Mr. Cadle: I think the book of rules requires you to be ready for business thirty minutes before leaving time. I think that is their book of rules.

Mr. Stone: On the majority of the roads?

Mr. Cadle: Yes, a great many of them.

Mr. Stone: There are some places, are there not, where they have outlying yards, they require longer time than that, the men are required to report earlier than that?

Mr. Cadle: Yes.

Mr. Stone: Can you recall any of those roads or rules?

Mr. Cadle: I think the Canadian Northern and the Canad-

ian Pacific both require men to be on duty ready to move 45 minutes before the fixed leaving time of the train.

Mr. Stone: That is, have everything ready to move?

Mr. Cadle: Yes, sir.

Mr. Stone: So, you can go up in the yard and get your train ready, test the air—is that the idea, so you will be ready to move on the time called to leave?

Mr. Cadle: I don't know whether they require them to be on their train; I know according to their agreement they require them to be ready to move thirty minutes before. I don't know where they move from, but I presume it is the point where they prepare their engines for the trip.

Mr. Stone: Then, all this preparatory time is time that the crews are required to be on the locomotive prior to the time of leaving the roundhouse or other designated points?

Mr. Cadle: Yes, sir. I think that is what we are asking pay for.

Mr. Stone (Reading): "Article VI. Terminal Delay. Passenger Service.

"Initial terminal delay for engineers and firemen in passenger service shall begin at the time they are called to leave roundhouse or other point and shall end upon departure of trains from passenger depot."

Explain what that means, Mr. Cadle—initial terminal delay?

Mr. Cadle: I have been called to leave at 6 o'clock in the morning myself when I did not get out until 9. That is what I call terminal delay. I was called to leave at 6 and I departed at 9 o'clock and I have done a good deal of terminal delay myself.

Mr. Stone: In other words, you were on your engine and had it ready to go before 6 o'clock.

Mr. Cadle: The company would call me one hour before they wanted me; come to my room and call me one hour before the leaving time of the train. Now, if they had called me at 6 o'clock my time would begin at 7 o'clock, and with terminal delay I might not get out until 8 o'clock or 9 o'clock.

Mr. Stone: What causes this terminal delay?

Mr. Cadle: Oh, various things. There are lots of different things that can cause terminal delay; just a whole lot of things

that cause it. Some years ago, when the railroad companies did not pay for it and the caller happened to be up at Cadle's say an hour or two before leaving time, he would call Cadle and I would get down on the engine with my boots on and wait until they got ready for me. After they commenced paying me for it, then they checked it up. They did away with a whole lot of it. We got our rest in bed instead of on the engine. I think we were better equipped to go out and do a day's work for the company.

Mr. Stone: It is really a fact that this initial terminal delay clause, for both freight and passenger, is a penalty time to prevent the abuse of the men?

Mr. Cadle: Yes, sir, and it has been a great benefit to the company and to the engineers both, to all classes of trainmen. I can recall cases where we laid three and four hours trying to get into the yards after we arrived at the terminal point. I know that the men complained a great deal, that is, the engine crews complained a great deal in regard to being held on duty, and the company gave us a rule that they would pay us for that time, and I know they cut it down to a very, very small minimum. Well, the company was benefitted, because they had the use of their power. I do not understand you can earn any money on a railroad with a lot of trains standing still on the main track, and your crews could not get any rest out there, so that is the reason that I say that both were benefitted by that, when they allowed terminal delay. The officers in charge would check that up in the morning, if they found out a train was held out four or five hours, they would make some inquiry into it to find out what was the cause of it, ask the men to make statements, and after a while they cut it down so that there was a very small amount of it allowed. I think when we first commenced getting pay in this particular case there were perhaps 600 hours allowed the first month, and they cut it down to a very low minimum.

Mr. Stone: (Reading) "Final terminal delay for Engineers and Firemen in passenger service shall begin at the time they arrive at passenger depot, and will end when relieved from duty." Why do we ask that?

Mr. Cadle: Why, in order to get relieved.

Mr. Stone: Explain what the abuse is that calls for this rule; why the men ask it. Why they are delayed. What delays a passenger train after it arrives at its terminal?

Mr. Cadle: There are lots of times you have to pull into a train yard, and I have seen cases and know of cases where they would have a switch engine that might have a cut of cars out there, and they would switch that cut of cars before they would let you in, and they would keep the main track blocked on you, so that you could not get into the train yard, and after you got into the train yards you could not get into the roundhouse. You could not get a track where you would be released from your engine on account of being blocked at the other end.

Mr. Stone: That is after you have left the terminal depot, getting your train put away?

Mr. Cadle: After we have arrived.

Mr. Stone: Do you not often have delay in the depot?

Mr. Cadle: Well, in passenger trains, of course—

Mr. Stone: That is what we are talking of now, passenger service.

Mr. Cadle: Yes, sir. They have been delayed in the station getting out, getting rid of the cares of their engines.

Mr. Stone: Well, is it not a fact they are often held to unload two or three cars of mail or express?

Mr. Cadle: Yes.

Mr. Stone: Is it not a fact that you are often held in these large terminals with head in tracks to wait for switch engines to take the trains off?

Mr. Cadle: Yes.

Mr. Stone: It is nothing unusual to be delayed 30 to 40 minutes from the time they arrive at the depot till they are released from duty, is it?

Mr. Cadle: Well, there are such delays, but the company takes very good care of them when they have to pay for it.

Mr. Stone: "Final terminal delay in passenger service." How many roads are there that pay that in the western territory? I think this all applies to freight, Mr. Cadle. I do not think you have worked up anything for the passenger service?

Mr. Cadle: No, sir.

Mr. Stone: All right, passing on to freight service. (Reading.) "Initial terminal delay in freight service shall begin at the time Engineer and Fireman is called to leave roundhouse or other point, and shall end when train has passed from yard track or lead to main line, and after it departs from the terminal."

Your explanation for the initial terminal delay for freight service is largely the same as for passenger service, is it not?

Mr. Cadle: Yes, sir.

Mr. Stone: It is time in getting ready from the time you are called until the time you leave?

Mr. Cadle: Yes, sir.

Mr. Stone: Wherever the initial terminal delay has been paid for, has there been any improvement in regard to getting men out of terminals?

Mr. Cadle: They have taken the unusual delays where there don't appear to be much excuse for it, and they have bettered those conditions considerably.

Mr. Stone: In your final terminal delay in freight service. (Reading.) "Final terminal delay in freight service shall begin when train arrives at switch leading from main line into yard, and shall end when Engineer and Fireman are relieved from duty; provided, that if from any cause trains are held out of yard, final terminal delay shall begin."

Are there any roads in the western territory that pay final terminal delay if the engineer is held on duty, pay final terminal delay if delayed fifteen minutes or more after arrival at the terminal?

Mr. Cadle: Yes, sir, there are eight such roads.

Mr. Stone: Will you give the names of those roads?

Mr. Cadle: The Chicago Great Western, Colorado & Southern, Fort Worth & Denver City, Great Northern Railroad, Marshall & East Texas, San Antonio & Aransas Pass, Southern Pacific, Pacific Lines, Wichita Valley.

Mr. Stone: Are there any roads in the western territory that pay final terminal delay if the engineer is held on duty thirty minutes or more?

Mr. Cadle: Yes, sir, there are 27 of those railroads.

Mr. Stone: Will you give the names, please?

Mr. Cadle: They are the A., T. & S. F., coast lines, the A., T. & S. F., proper, the Canadian Pacific, western lines, the Chicago, Peoria & St. Louis, the Chicago, Rock Island & Pacific Lines, the Fort Smith & Western, the Southern Pacific, Atlantic System, the Grand Trunk Pacific.

Mr. Stone: Speaking of the Grand Trunk Pacific, you mean the lines west of Fort William, do you not?

Mr. Cadle: Yes, sir; the Gulf, Colorado & Santa Fe, Houston & Texas Central, Houston East and West Texas, International & Great Northern, Midland Valley, Minneapolis & St. Louis, Minneapolis, St. Paul & Sault Ste. Marie, Missouri, Oklahoma & Gulf, Missouri Pacific, Iron Mountain, Missouri, Kansas & Texas Lines, North Western Pacific, Oregon & Washington Railroad & Navigation Company, San Pedro, Los Angeles & Salt Lake, St. Louis, Brownsville & Mexico, St. Louis & San Francisco Lines, St. Louis & Southwestern System, Texas & Pacific, Trinity & Brazos Valley.

Mr. Stone: Are there any railroads in the western territory that do not pay final terminal delay unless the engineer is held on duty an hour or more?

Mr. Cadle: There are eight such roads.

Mr. Stone: Give the names, please?

Mr. Cadle: The Chicago & North Western, C., M. & St. P., Puget Sound Lines, C., B. & Q., El Paso & Southwestern, Northern Pacific, Union Pacific, Wabash Lines west of Detroit, Western Pacific.

Mr. Stone: Are there any roads that make an arbitrary allowance at the end of each trip, I mean?

Mr. Stone: What road is it?

Mr. Cadle: In the western territory?

Mr. Stone: Yes, in the western territory.

Mr. Cadle: The Canadian Pacific makes an arbitrary allowance of 45 minutes for final terminal delay.

Mr. Trenholm: The Canadian Northern.

Mr. Cadle: And the Canadian Northern.

Mr. Stone: I have a record of only one—the Canadian Pacific, lines west.

Mr. Cadle: The Canadian Northern.

Mr. Stone: What railroads in southeastern territory allow for terminal delay, if delayed thirty minutes or more?

Mr. Cadle: There are nineteen railroads in the southeastern territory.

Mr. Stone: Give the names of them, please?

Mr. Cadle: The Alabama & Great Southern, the Alabama & Vicksburg, the Atlanta, Birmingham & Atlantic, the Atlanta West Point, the Carolina, Clinchfield & Ohio, the Charleston & West Carolina, the Chesapeake & Ohio, the Cincinnati, New

Orleans & Texas, the Lexington Eastern, the Louisville, Henderson & St. Louis, the Louisville & Nashville, the Mobile & Ohio, the New Orleans & Great Northern, the New Orleans, Mobile & Chicago, the New Orleans & Northeastern, the Southern Railroad Lines, the Tennessee Central, the Vicksburg, Shreveport & Pacific, and the Virginian.

Mr. Stone: Are there any roads in the southeastern territory that pay a final terminal delay, if delayed one full hour?

Mr. Cadle: Yes, there are three roads.

Mr. Stone: Please give the names.

Mr. Cadle: The Atlantic Coast Line, the Georgia Southern and Florida, and the Seaboard Air Line.

Mr. Stone: Are there any roads in the Western territory that pay final terminal delay on the minute basis, that is, I mean cumulative?

Mr. Cadle: Yes, there is one railroad that makes an arbitrary.

Mr. Stone: There are more than that.

Mr. Cadle: Ask your question.

Mr. Stone: What railroads in the Western territory pay a final terminal delay on the minute basis, one mile for each six minutes?

Mr. Cadle: There are four such roads.

Mr. Stone: Will you please give the names?

Mr. Cadle: The Kansas City, Mexico & Orient, the Kansas City Southern, the Oregon Short Line, and the Spokane, Portland & Seattle.

Mr. Stone (Reading): "*Minute basis.* Engineers and Firemen shall be paid on a minute basis for all terminal delay; at the pro rata rate for the class of engine used; this in addition to all time or mileage made on the trip."

That has been explained two or three times, so I think it is hardly necessary again to show how the overtime is built up on the cumulative plan.

(Reading): "*Article VII. Automatic Release and Tie-up.*

"Engineers and Firemen arriving at terminal or end of run are automatically released; when used again, they begin a new day."

I think it is fair to state for our side, Mr. Chairman, that, several months ago, during the negotiations, we explained to

the Managers' Association that it was not the intent to have Article VII apply to suburban service. That is a matter of record.

Mr. Sheean: I assume, then, that this request in its modified form ought to be submitted at this time, so that we may analyze the modification. As drafted, of course, it does cover all classes of service. Whatever exception you propose to make should, I suppose, be made a part of the modified request at this time, so that we may consider the language of the modification, to ascertain whether it is sufficient.

Mr. Stone: The exception was brought out by a letter from the Association of Western Railways, over the signature of Mr. Trenholm and we notified him, in reply, over the signatures of Mr. Carter and myself, that Article VII, automatic release, did not apply to suburban service; that that was not our intent. That is all a matter of record, which I shall be very glad to produce.

Mr. Sheean: Mr. Stone, you misunderstand me. I did not intend to question at all that that was the statement in the correspondence here; but, the request as made has no such modification; and, if it was to be covered now simply by an explanatory note accompanying the request, then we should have that note in whatever form you desire to put it, as to whether the modification is to be made on a series of short runs or short turn-arounds, just limiting what exceptions there are to be to the general language of the rule.

Mr. Stone: We will do that by tomorrow morning, Mr. Chairman, so as to make it a matter of record. It is already a matter of record. We will simply reproduce the original record saying that it does not apply to suburban service, that that was not our intent.

The Chairman: And, that your request in the first instance is modified to that extent.

Mr. Stone: Yes. Mr. Cadle, what is meant by the paragraph: (Reading.)

"Engineers and Firemen arriving at terminal or end of run are automatically released"?

What do we mean by that?

Mr. Cadle: That means you are done with your day's work.

Mr. Stone: And if there is any further service, that another crew shall be called?

Mr. Cadle: Yes.

Mr. Stone: In other words, you do not want a crew that arrives at a terminal, to run around some other crew in the same class of service, or run out again in the same line of service?

Mr. Cadle: We have agreements with nearly all of these roads that crews shall run, first in, first out, at terminal points.

Mr. Stone: Take a man running first in, first out, who arrives at a terminal, when he comes in and goes out of the terminal, where he would expect that under the first in first out rule he would be done with his day's work——

Mr. Byram: Would it apply whether there were any other crews at that place or not?

Mr. Cadle: The first man out on the board would be called.

Mr. Byram: Suppose there were no other man there?

Mr. Cadle: Then he would have to go, if the company could use him.

Mr. Byram: For continuous service?

Mr. Cadle: Yes.

Mr. Stone: You do not mean it that way, do you? Would not a new day begin when he was called again?

Mr. Cadle: He did not ask me that. He asked me, if they could use him.

Mr. Stone: He asked you if they could use him for continuous service.

Mr. Cadle: No, sir.

Mr. Byram: You would have to pay him for another day, whether there were any other crews or not?

Mr. Cadle: Yes.

Mr. Byram: Or two days or three days, as many times as he had occasion to go out?

Mr. Cadle: Well, yes, if he could make two or three days.

Mr. Stone: Under the present system of handling these heavy trains it is not at all likely he would make three days, would he?

Mr. Cadle: No. A man is very fortunate if he can make one.

Mr. Park: What do I understand by "automatic"? Does that do away with the formalities of registering at the round-

house? I do not quite get the word "automatic". It is new to me. He certainly cannot be released until some authority permits him to leave the service. Does this automatic release relieve the official in charge of the duty of relieving him?

Mr. Cadle: No, sir, it does not interfere with his registering in, and doing all the things that the company's rules require him to do when he gets done with his day's work.

Mr. Stone: Is it or not the fact that after a man arrives on the designated track where he leaves his train, he would be released from his continuous day's work? That is the intent of the article, is it not?

Mr. Cadle: Yes. The company will designate a track where they want him to go, to release him, or at the roundhouse, either one.

Mr. Stone: Suppose the callboy swings on to the engine as he comes into the yard and says, "You are not released." Would this rule release him anyway, and a new day begin?

Mr. Cadle: Yes, it would, the way the rule is formulated.

Mr. Park: Suppose there was a wreck, and we needed him right away, and the callboy went down and told him, do we understand that, notwithstanding the fact that the callboy called him, he would have authority to go home and ignore the callboy, and that he was automatically released?

Mr. Cadle: In case of a wreck?

Mr. Park: That he was automatically released from duty at that time? That he would have the privilege of going home, notwithstanding he was notified that he would be immediately needed and continued in the service?

Mr. Cadle: For a wreck?

Mr. Park: It might be a wreck, or it might be for any other purpose. I am afraid of that word "automatic." I do not see how he can be automatically released, when he gets in, and be allowed to go home without any formality, regardless of any authority that might keep him on duty.

Mr. Cadle: From my experience in being around with engineers, and working with them, and working at the profession myself, I have never seen an engineer yet who, when an officer of a railroad came out, or sent the callboy and told him there was a wreck on the road, whether he was automatically released or anything of that kind, would go away. He would go on because

there was a case of emergency that required immediate action. We want our men to act and to act promptly, but under this rule a man's new day would begin.

Mr. Park: Then the word "automatic" was intended to separate that trip from the one succeeding it?

Mr. Cadle: Yes.

Mr. Park: And that is the meaning of the word "automatic" as applied here?

Mr. Cadle: Yes.

Mr. Park: I just wanted to get that into my head, because that word "automatic" is a new word in railroading.

Mr. Cadle: It is new.

Mr. Stone: I think, Mr. Chairman, that they are making the mistake of dividing up the sentence. It reads as plainly as we knew how to put the English language. Of course, I realize that we railroad men sometimes think we are talking the English language, when we are talking a language that nobody else understands at all. It reads very plainly:

"Engineers and Firemen arriving at terminal or end of run are automatically released; when used again they begin a new day."

It is the definite intention that the one run is ended, and, when the man is used again, a new day begins. It is to draw a line of demarcation between the two, and that is why it is used in that way, to settle forever the question as to whether the man is released when he arrives, which has been one of the mooted questions we have had up for the last fifteen or twenty years, and it is still unsettled in some parts of the country.

Mr. Burgess: May I ask a question there?

The Chairman: Yes.

Mr. Burgess: Mr. Stone, do you know of any railroad that has the practice of telling the engineer that he is through when he arrives on his run?

Mr. Stone: No, I do not. I know some railroads where they will tell him, "Now, don't go away. We are liable to want to use you pretty soon. Remain on duty."

Mr. Burgess: But the question is, is it not a fact that engineers arriving at a terminal are automatically released according to railroad practice at the present time, unless they are notified that they are wanted for another run?

Mr. Stone: That is true. On many of the agreements you will find an article that says they arrive at their terminal at a certain designated track or switch in the yard.

Mr. Burgess: Taking the ordinary and normal practice, when an engineer arrives at a terminal and registers on the book provided for that purpose, and examines his engine and reports his work, is it not a fact that he goes right home? Nobody goes and tells him he is through with his work, that you know of, do you?

Mr. Cadle: No, sir, I do not.

Mr. Burgess: We want to clear up the "automatic" feature.

Mr. Park: That is as I understood it, and I could not see the use of the word "automatic" in here. I agree with Mr. Burgess in his understanding that he is released from duty when he registers in and goes through certain formalities, so that I do not understand what the word "automatic" means.

Mr. Stone: We think the word is very vital and necessary to have in there.

Mr. Park: I think I can see far enough to see what it is intended to do. It is to separate the trips distinctly. If a man goes into the terminal, after he has been on-duty one hour, he is off duty, and, if he goes out another hour, in another district, he has two days.

Mr. Nagel: That is to fix his rights with respect to that run. When he is called on again it would constitute a separate day.

Mr. Park: Yes. I can see a picture of a man getting four days in four hours.

Mr. Stone: I also have another picture that I might inject, which is that, after a man has been on duty fifteen hours, and there is something out here six or seven miles that they want to drag in, if they don't use this man they will have to call a new crew and pay them for a day, and so they will use the man who has been on duty fifteen hours to go out and drag in this train.

The Chairman: Proceed.

Mr. Stone: (Reading.) "*Continuous time.* Engineers and Firemen tied up between their terminals will be paid continuous time, no deductions will be made for time tied up."

Are there any roads in this western country where we have continuous time?

Mr. Cadle: I do not know.

Mr. Stone: What is the idea of the rule? Why is it intended that men shall not be released between terminals?

Mr. Cadle: Well, the men have got no place to stay. They lie on their engines as a general thing. They have nowhere to go, to get to bed and get a rest, and when their eight hours are up under the Federal Law, or ten hours, as the case may be, they want to be paid continuous time for the time while they were lying out on the road. They want to get in off the road.

Mr. Stone: There are a number of rules in effect, now are there not, that men shall not be released between terminals except when tied up under the Federal Law?

Mr. Cadle: Yes.

Mr. Stone: (Reading.) "Article VIII. *Held away from home terminals.* Engineers and Firemen held at other than home terminal (including rest period) will be paid continuous time for all time so held, after the expiration of 15 hours from time relieved from previous duty, of the rate per hour paid for the last service performed; less than one hour not to be paid for."

Are there any roads in the western country that pay for held away from home terminal?

Mr. Cadle: Yes.

Mr. Stone: Have you a list of them there?

Mr. Cadle: Yes.

Mr. Stone: Will you please give them?

Mr. Cadle: There is one railroad that pays engineers when held away from home terminal after eighteen hours.

Mr. Stone: What road is that?

Mr. Cadle: That is the Canadian Northern.

Mr. Stone: Go ahead.

Mr. Cadle: There is one railroad that pays after being held away from home terminal twelve hours, forty cents an hour. There is one railroad that agrees not to hold engineers away from home terminal more than twenty-four hours.

Mr. Stone: What road is that?

Mr. Cadle: That is the Chicago Great Western.

Mr. Trenholm: What road has the twelve hour rule?

Mr. Cadle: The Atchison, Topeka & Santa Fe-Coast Lines.

Mr. Stone: All right, go ahead, Mr. Cadle.

Mr. Cadle: There are six railroads that pay 100 miles for each twenty-four hours held away from home terminal.

Mr. Stone: Will you give the names of those roads, please?

Mr. Cadle: They are the Chicago, Milwaukee & St. Paul, the Colorado & Southern, the Denver & Rio Grande (Utah lines), the Fort Worth & Denver City, the New Orleans, Texas & Mexico Lines, and the Oregon-Washington Railroad & Navigation Company.

Mr. Stone: All right, go ahead.

Mr. Cadle: There are three railroads that agree to correct, when held away from home terminal, an excessive number of hours.

Mr. Stone: What roads are those three?

Mr. Cadle: The Southern Pacific, Pacific System, the Missouri, Kansas & Texas, and the Grand Trunk Pacific, Western Lines.

Mr. Stone: Go ahead.

Mr. Cadle: There is one railroad that pays engineers, who deliver engines to other districts, an hourly rate after being held fifteen hours, for each hour after fifteen hours.

Mr. Stone: For each hour held?

Mr. Cadle: After fifteen hours.

Mr. Stone: What road is that?

Mr. Cadle: The Illinois Central.

Mr. Stone: Is that all?

Mr. Cadle: There is one railroad that pays for being held away twenty-four hours after delivering the engine.

Mr. Stone: What road is that?

Mr. Cadle: That is the Missouri, Oklahoma & Gulf.

There is one railroad that pays 100 miles to engineers when held sixteen hours, and 100 miles for each eight hours after the first sixteen hours.

Mr. Stone: What road is that?

Mr. Cadle: That is the San Antonio & Aransas Pass.

Mr. Stone: How do the railroads in the Southeastern territory compensate their engineers for being held away from home terminal?

Mr. Cadle: There are twenty-one railroads in the Southeastern territory that pay engineers ten hours for the first twen-

ty-eight hours, and a minimum of ten hours for each twenty-four hours held thereafter.

Mr. Stone: Will you give a list of those roads, please?

Mr. Cadle: Alabama & Great Southern; Alabama & Vicksburg; Atlanta; Birmingham & Atlantic; Atlantic Coast Line; Central of Georgia; Chesapeake & Ohio; Cincinnati, New Orleans & Texas; Florida East Coast; Georgia Southern & Florida; Georgia Railroad & Atlanta Joint Terminal; Lexington & Eastern; Louisville & Nashville; Mobile & Ohio; Nashville, Chattanooga & St. Louis; New Orleans & Great Northern; New Orleans & Northeastern; Seaboard Air Line; Southern Railroad System; Southern Railroad of Mississippi; Tennessee Central; Vicksburg & Shreveport.

Mr. Stone: How do the railroads in the eastern territory compensate their employes for being held away from the home terminal?

Mr. Cadle: They pay ten hours after being held away from home 28 hours. That is, for the first twenty-eight hours, and then they pay 10 hours for each 24 hours after. That is the award of the Eastern Arbitrators.

Mr. Byram: Were any exceptions made under circumstances such as wrecks, washouts and so forth, to that award?

Mr. Cadle: In eastern territory?

Mr. Byram: Yes.

Mr. Cadle: No, sir.

Mr. Byram: No exceptions?

Mr. Cadle: No, sir.

Mr. Stone: Yes. I should like to correct that, Mr. Chairman. There are exceptions for wrecks, washouts, and acts of Providence, I believe, the word is written.

Mr. Cadle: Yes.

Mr. Byram: You have not made any allowance of that kind.

Mr. Cadle: Sir?

Mr. Byram: You have not made any allowance for such calamities in your proposal.

Mr. Cadle: This is not my proposal at all, Mr. Byram. I am reading what you have got in your schedules.

Mr. Stone: In our proposal of articles you refer to?

Mr. Cadle: The ones I am reading. The ones I read here, these rules.

Mr. Byram: Yes. I am asking if you have made any provisions in the one you propose to have adopted?

Mr. Cadle: No, I don't think so.

Mr. Stone: We are living in the hope that none of those dire disasters will happen.

Mr. Sheean: But, if they should, you should draw your pay?

Mr. Stone: If they should we should draw our pay, because we are away from home. (Reading.)

“Article I. *Deadheading.* “Engineers and firemen deadheading on company business shall be paid the same rate and on the same basis as the engineer and fireman on the train on which deadheading. Rules in individual schedules governing minimum day and other conditions, to apply.”

How do the railroads in the western territory compensate their engineers for deadheading, at the present time?

Mr. Cadle: There are 21 railroads in the Western territory that pay full passenger rate when deadheading on company business.

Mr. Stone: What are those roads, Mr. Cadle?

Mr. Cadle: The Chicago Junction; Chicago, Peoria & St. Louis; Denver & Salt Lake; Duluth & Northern Minnesota; Elgin, Joliet & Eastern; El Paso & Southeastern; Great Northern; Houston, East & West Texas; Houston and Texas Central; Illinois Central; International and Great Northern; Kansas City, Mexico & Orient; Kansas City Southern; Louisiana Railroad & Navigation Company; Minnesota & International Railroad; Northern Pacific; San Pedro, Los Angeles & Salt Lake; Spokane, Portland & Seattle; Texas Midland; Trinity & Brazos Valley; Union Pacific.

Mr. Stone: Are there any railroads in the Western territory that pay half the passenger rate for deadheading on passenger trains?

Mr. Cadle: There are 22 such railroads.

Mr. Stone: Give the names, please.

Mr. Cadle: Chicago, Milwaukee & St. Paul; Puget Sound Lines; Chicago, Milwaukee & St. Paul, proper; Colorado & Southern; Colorado Springs and Cripple Creek; Denver & Rio Grande System; Denver & Salt Lake; Duluth & Iron Range; Duluth, Mesaba & Northern; Duluth, South Shore & Atlantic;

Ft. Smith & Western; Gulf, Colorado & Santa Fe; Missouri, Oklahoma & Gulf; Midland Valley; Minneapolis, St. Paul & Sault Ste. Marie; New Orleans, Texas & Pacific; Oregon Short Line; Oregon, Washington Railroad & Navigation Company; St. Louis, Brownsville & Mexico; St. Louis & San Francisco Lines; Texas & Pacific; Chicago & Eastern Illinois.

Mr. Stone: Are there any roads in the Western territory that pay full time when carried deadhead on company business?

Mr. Cadle: There are twenty-eight such railroads.

Mr. Stone: Not in the Western territory?

Mr. Cadle: Yes.

Mr. Stone: No, that is on freight rates, that pay freight rates when traveling on freight trains.

Mr. Cadle: Oh.

Mr. Stone: How many roads are there that pay full time at freight rates when traveling on freight trains—deadheading on freight trains, I mean.

Mr. Cadle: There are 28.

Mr. Stone: All right, give the names.

Mr. Cadle: Chicago Great Western; Chicago Junction; Chicago, Milwaukee & St. Paul, Puget Sound Lines; Chicago, Milwaukee & St. Paul; Chicago, Peoria & St. Louis; Chicago, Rock Island & Pacific Lines; Denver & Rio Grande; Duluth, South Shore & Atlantic; Elgin, Joliet & Eastern; El Paso & Southwestern; Ft. Dodge, Des Moines & Southern; Ft. Worth & Denver City; Great Northern; International & Great Northern; Illinois Central; Kansas City, Mexico & Orient; Kansas City Southern; Minneapolis, St. Paul & Sault Ste. Marie; Minnesota & International; Missouri, Oklahoma & Gulf; Northern Pacific; San Antonio & Aransas Pass; St. Louis, Brownsville & Mexico; Spokane, Portland & Seattle; Trinity & Brazos Valley; Union Pacific; Wichita Falls; Chicago, Milwaukee & Gary.

Mr. Stone: Are there roads in the Western territory that pay deadhead time in various other ways, in addition to this?

Mr. Cadle: Yes, sir.

Mr. Stone: Can you give us some idea of how they are paid, Mr. Cadle.

Mr. Cadle: There are two railroads that pay engineers three cents and a half per mile for the first 100 miles, and half of that amount for the mileage in excess of 100.

Mr. Stone: What are those roads?

Mr. Cadle: The Atchison, Topeka & Santa Fe, Coast Line; The Santa Fe, Prescott & Phoenix. There is one railroad that pays 2½ cents per mile for the actual miles traveled in deadhead service.

Mr. Stone: What is that road?

Mr. Cadle: That is the Atchison, Topeka & Santa Fe, proper. There is one railroad that pays one-half freight rate when deadheading on freight.

Mr. Stone: Is that road in the movement?

Mr. Cadle: No, it is not in the movement.

Mr. Stone: One of the western roads?

Mr. Cadle: Yes.

Mr. Stone: What road is it?

Mr. Cadle: The Chicago & Eastern Illinois. There are two railroads that pay half the through freight rate when deadheading engineers on passenger trains.

Mr. Stone: What are those two roads?

Mr. Cadle: Chicago, Burlington & Quincy and the Chicago Great Western.

There are two railroads that pay half a day for five hours or less. Over five hours they pay a full day when deadheading.

Mr. Stone: What are those two railroads?

Mr. Cadle: The Colorado Midland and the Colorado Southern. There is one railroad that pays a minimum passenger rate of \$4.40 when deadheading on passenger, and a minimum freight rate of \$4.80 when deadheading on freight; minimum of 100 miles.

Mr. Stone: What road is that?

Mr. Cadle: The Chicago, Rock Island & Pacific. There is one railroad that pays the actual mileage; pays the actual mileage at 4.40 cents per mile for deadheading, and such time shall be used to make up constructive mileage.

Mr. Stone: What road is that?

Mr. Cadle: The Chicago & North Western. There are two railroads that pay half of the actual mileage deadheaded traveled at 4 cents a mile.

Mr. Stone: What are those two roads?

Mr. Cadle: Chicago, St. Paul, Minneapolis & Omaha, and the Minneapolis & St. Louis. There is one railroad that pays 43 cents per hour for deadheading.

Mr. Stone: What road is that?

Mr. Cadle: Ft. Dodge, Des Moines & Southern. There are five railroads that pay \$2.20 for 75 miles. Over 75 miles and less than 200 they pay \$4.40, and in no case will there be less than \$4.90 allowed.

Mr. Stone: That is the minimum of \$4.90, as you understand it?

Mr. Cadle: Yes.

Mr. Stone: What are those five roads?

Mr. Cadle: There is the Southern Pacific, Atlantic System, The Texas & New Orleans; Louisiana Western, Morgan's Louisiana & Texas, Iberia & Vermillion. Those roads comprise one system of railroads, the Southern Pacific Atlantic System.

There is one railroad that pays \$4.25 per 100 miles for deadheading.

Mr. Stone: What road is that?

Mr. Cadle: The Chicago & Alton. There is one railroad that pays three hours, at the class of service sent to perform.

Mr. Stone: Well, that is a terminal proposition, is it not?

Mr. Cadle: It is the Baltimore & Ohio Chicago Terminal, but, as I understand these deadhead rules, a terminal railroad might deadhead a man over the Illinois Central for a witness, might deadhead him to an investigation and, I understand, when a man deadheads off of his own railroad, under these rules, he would be paid these rates—these rates would apply. Now, that is the reason that I spoke about the Baltimore & Ohio Chicago Terminal.

Mr. Stone: You mean by that the rate that is paid by the company where he is employed?

Mr. Cadle: Yes, sir, they frequently deadhead men over other railroads, and his rate on his own system would apply.

Mr. Sheean: Not now.

Mr. Cadle: There is one railroad that pays 4 cents a mile for half of the actual miles traveled when deadheading on a passenger train. That is the Minneapolis, St. Poul & Sault Ste. Marie. There is one railroad that pays 4 cents a mile for the actual miles traveled.

Mr. Stone: Or, half the actual miles traveled?

Mr. Cadle: Or half the actual miles traveled, in either passenger or freight service.

Mr. Stone: What road is that?

Mr. Cadle: It is the Minneapolis & St. Louis. There is one railroad that pays 46 cents an hour for deadhead service.

Mr. Stone: What road is that, Mr. Cadle?

Mr. Cadle: That is the Louisiana & Arkansas. There is one railroad that pays 4 cents a mile for less than 50 miles; \$4.00 for 50 miles, up to 100; over 100 miles 4 cents a mile. That is the Missouri, Kansas & Texas.

Mr. Stone: No, I think you are wrong in that, Mr. Cadle. They have a different deadhead rate.

Mr. Cadle: I read it off.

Mr. Stone: There are some more in the western territory, are there not?

Mr. Cadle: Just wait until I finish that. This same railroad, they pay \$4.80 for deadheading in any 24 hour period. If less than 50 miles is traveled, one-half that amount will be allowed. That is the Missouri, Kansas & Texas.

Mr. Stone: The other railroad is not given?

Mr. Cadle: No, that is the completion of that one railroad.

There is one railroad that pays 3 cents a mile for less than 50 miles. 50 miles to 100 miles, \$3. Over 100 miles, 3 cents a mile.

Mr. Stone: What company is that?

Mr. Cadle: The Missouri Pacific. There is one railroad that pays 4 1-2 cents a mile, with a minimum of 100 miles for deadheading.

Mr. Stone: What road is that, Mr. Cadle?

Mr. Cadle: The St. Louis & Southwestern.

Mr. Stone: Is not your rate wrong on that? Is it not 4.3 instead of 4 3-4?

Mr. Cadle: 4.3, yes. There is one railroad that pays \$4.40 per day. If other service is performed on the same day, will pay half a day for six hours or less at the rate of \$4.40.

Mr. Stone: What road is that, Mr. Cadle?

Mr. Cadle: Southern Pacific. The Pacific System.

There is one railroad that pays 2.65 cents per mile for deadheading.

Mr. Stone: What line is that?

Mr. Cadle: The Wabash Railroad.

Mr. Stone: When you speak of the Wabash Railroad, you speak of the lines west of Detroit, do you not?

Mr. Cadle: Yes.

The Chairman: Will you suspend? We will adjourn until one o'clock tomorrow. We will not meet until one o'clock tomorrow, owing to the fact that one member of the Board has another engagement.

Mr. Sheean: The adjournment now is until one?

The Chairman: Yes, until one. Not until the usual hour, but until one.

(Whereupon, at 5 o'clock P. M., November 30, 1914, an adjournment was taken until 1 o'clock P. M. December 1, 1914.)





IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, Dec. 1, 1914.

Met, pursuant to adjournment, at 1 o'clock P. M.

Present: Arbitrators and parties as before.

The Chairman: Proceed with your testimony.

Mr. Stone: With the permission of the Board I desire to read a statement into the record. Yesterday a question came up in regard to Article 7, "Automatic Release," in regard to certain classes of service, and I should like to read this statement into the record. (Reading.)

Referring to Article 7, "Automatic Release," and our statement of November 30, that it was not intended to apply to "sub-urban service," and the request of Mr. Sheean that our statement be made more definite, we desire to file the following:

Our files show that, under date of April 23, 1914, the Chairman of the Conference Committee of Managers wrote us a letter asking many questions as to the application of the several articles we had presented, including the following:

"Art. 7. Does this apply to Helper, Pusher and Work Train service?"

Under date of April 30, 1914, we replied as follows:

"Art. 7. Answer: The proposed Automatic Release rule does not apply to regular helper or pusher service, nor does it apply to work train service, regular or otherwise, except when in

either service schedules in effect October 10, 1913, contain such provision.”

Again, in our letter of same date is the following language:

“Art. 7. Our proposal does not contemplate the application of the Automatic Release rule to Suburban Service.”

That this was so understood by the Association of Western Railways is proven by their letter of May 2, 1914, addressed to us, which reads in part as follows:

“Because of the statement contained in your reply of April 27, that Article 7, Automatic Release and Tie-Up, did not apply to Suburban Service, a material reduction from figures given verbally is made.”

Our position regarding the modification of Article 7, to the extent indicated in our letter to Mr. Trenholm, under date of April 30, 1914, remains the same now as when that letter was written, and we are willing that the Board of Arbitration should so consider the article.

It is understood, of course, that the Automatic Release does apply to all other classes of service that we have not named here. The article is only modified to that extent.

The Chairman: You have not finished with the witness who was under examination, have you?

Mr. Stone: Mr. Chairman, an unfortunate thing has happened that cannot be avoided. Our witness whom we had on the stand yesterday, Mr. Cadle, is very sick, under a doctor's care, and it will be impossible for him to come on the witness stand this afternoon. Just as soon as he is able, he will return and complete his testimony and be subject to cross-examination. In the meantime, it will be necessary for us to place another witness on the stand.

The Chairman: Call your witness.

WALTER D. MOORE was called as a witness and, having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Phillips: Please state your full name?

Mr. Moore: Walter D. Moore.

Mr. Phillips: What is your business?

Mr. Moore: I am employed as a clerk in the office of the Brotherhood of Locomotive Firemen and Enginemen.

Mr. Phillips: How long have you been so employed?

Mr. Moore: Nearly a year.

Mr. Phillips: What was your business prior to that time?

Mr. Moore: I was employed as a fireman and engineer on the Missouri, Kansas & Texas Railroad.

Mr. Phillips: How long did you serve as a fireman and engineer?

Mr. Moore: I began service as a fireman on August 2, 1902, and was promoted to the position of engineer December 13, 1912.

Mr. Phillips: You are now employed as a clerk by the Brotherhood of Locomotive Firemen and Enginemen?

Mr. Moore: Yes.

Mr. Phillips: In their Grand Lodge office?

Mr. Moore: Yes.

Mr. Phillips: As a clerk of this Brotherhood have you compiled any information pertaining to rates of pay for firemen and hostlers in this Western territory?

Mr. Moore: Yes, sir.

Mr. Phillips: I have here a volume entitled "Locomotive Firemen and Hostlers' Request, compared with similar rates and rules in effect on railroads participating in this arbitration." Do you identify this as the compilation of data which you have prepared?

Mr. Moore: Yes.

Mr. Phillips: If the Board please, we desire to introduce this as Exhibit No. 2.

(The book entitled "Locomotive Firemen's & Hostlers' Request," so offered and identified, was received in evidence and marked "Employes' Exhibit No. 2, December 1, 1914.")

Mr. Phillips: Has this information been compiled by you personally, Mr. Moore?

Mr. Moore: Yes, sir.

Mr. Phillips: How has the data been gathered, or how has this exhibit been prepared?

Mr. Moore: I have taken the articles of the different schedules of the roads, parties to these negotiations, and grouped

them under each of the 16 propositions submitted by the engineers and firemen; and, in addition, I have selected 26 general subjects and grouped the remaining articles of the schedules under each of the general subjects as relate to such subjects.

Mr. Phillips: Are the rules under these subjects reproduced in their entirety?

Mr. Moore: Yes, they are an exact reproduction of the articles of schedules, except, in some instances, it has been necessary to make an insertion to show what the rule reproduced referred to, and when such insertion has been made they are enclosed in brackets.

For instance, if you will kindly turn to page No. 2 of the text matter of exhibits, you will note a one line paragraph, about a quarter of the way up from the bottom of the page, reading:

“Ten hours or less to constitute a day’s work on helper service. Overtime, pro rata.”

This paragraph is taken from a schedule in which helper service is covered by four or five paragraphs, and to show that it refers to helper service in particular I insert the words, “in helper service,” so as to make it clear that the reading of the schedule, “Ten hours or less to constitute a day’s work. Overtime pro rata,” refers to helper service.

Mr. Phillips: Then, if I understand you correctly, the rule as it appears in the schedule would read, “Ten hours or less to constitute a day’s work. Overtime, pro rata.”

Mr. Moore: Yes, sir.

Mr. Phillips: And, you insert the words “in helper service” in brackets to indicate that the specific rule applies to helper service?

Mr. Moore: Yes, sir.

Mr. Phillips: That is clear in the schedule, is it?

Mr. Moore: Yes, sir.

Mr. Phillips: How is it made clear? By the caption of the rule?

Mr. Moore: The four or five paragraphs covering helper service are considered under the general caption “Helper service.”

Mr. Phillips: Would these other paragraphs, relating possibly to rates of pay for other conditions of service, appear

under the proper heads at the different places in this exhibit?

Mr. Moore: Yes, sir.

Mr. Phillips: Turn back to page 1. This first article, Article 1. "Basis of a day's work,"—is this the exact Article 1 contained in the Articles submitted to arbitration?

Mr. Moore: Yes, sir.

Mr. Phillips: And reproduced here in the same language?

Mr. Moore: Yes, sir.

Mr. Phillips: If the Board please, I think it will save time not to read that again. It was read into the record yesterday.

The Chairman: Yes, it is not necessary to read it.

Mr. Phillips: We merely wish to identify the Article?

The Chairman: Yes.

Mr. Phillips: Has every road represented in this movement a rule of this kind, or some similar rule, in their schedules for firemen and hostlers?

Mr. Moore: There are many roads which have a rule in passenger service defining a day's work of five hours or less, and there are quite a good many roads which have a definition defining a day's work in freight service as ten hours or less. There are, however, other roads in passenger service which have eight hours as a day's work, and some which have ten hours a day in passenger service, and some on the schedule of the trains; and, in freight service, there are a few roads which have an eight-hour day, and one road which has a nine-hour day, of the roads represented in these negotiations.

Mr. Phillips: Mr. Moore, I would like to call your attention to the figures in brackets near the bottom of page 1. "p. 25, 26, 27." To what do they refer?

Mr. Moore: They refer to the page number of the schedule from which this reproduction is taken.

Mr. Phillips: That is to say, this, I take it, is reproduced from the schedule of the Atchison, Topeka & Santa Fe Railway Company, Coast Lines?

Mr. Moore: Yes, sir, on pages 25, 26 and 27.

Mr. Phillips: That would be the schedule page of their existing schedule or working agreement?

Mr. Moore: Yes, sir.

Mr. Phillips: Did I understand you to say that a number of railroads already had a day in passenger service of five hours or less?

Mr. Moore: Yes, sir.

Mr. Phillips: How many?

Mr. Moore: According to the schedules, there are fifteen roads in these negotiations that have a day five hours or less, or better, or ten hours or less or better.

Mr. Phillips: Are those roads all included in the movement?

Mr. Moore: Yes, sir.

Mr. Phillips: Are the schedule rules reproduced here taken only from schedules of roads participating in this movement?

Mr. Moore: Yes, sir.

Mr. Phillips: You have not included the rules of roads in the western territory not parties to this arbitration?

Mr. Moore: No, sir, they are not included.

Mr. Phillips: Have any roads a ten-hour day in freight service?

Mr. Moore: Yes, sir. A majority of the roads have a ten-hour day in the freight service. To be exact, there are 52 of the roads represented in these negotiations which have a ten-hour day in the freight service.

Mr. Phillips: Did I understand you to say some of the roads had a shorter day than a ten-hour day?

Mr. Moore: Yes, sir, there are nine roads which have a day shorter than ten hours in freight service.

Mr. Phillips: What roads are they, please?

Mr. Moore: Those which have an eight-hour day in freight service are the El Paso & Southwestern; the Houston & Texas Central; the Houston, East & West Texas; the St. Louis, Brownsville & Mexico; the San Antonio & Aransas Pass; Southern Pacific, Atlantic System; Southern Pacific System, except mountain districts over 100 miles; the Denver & Rio Grande, Utah Line, have an eight-hour day, and the Canadian Northern has a nine-hour day.

Mr. Phillips: Those roads have a day, as you understand, from their schedules, shorter than the day asked for in this arbitration?

Mr. Moore: Yes, sir.

Mr. Phillips: And 52 of the remaining roads, the majority, I believe you said, have a ten-hour day, as requested.

Mr. Moore: Yes, sir.

Mr. Phillips: Are the rules showing the basis for these days' pay all reproduced here?

Mr. Moore: Yes, sir.

Mr. Phillips: For every one of the roads parties to this schedule having such a rule?

Mr. Moore: Yes, sir.

Mr. Phillips: Have you indexed this exhibit, Mr. Moore?

Mr. Moore: I did not personally index it. It has been indexed, however.

Mr. Phillips: Now, turn to page 64, please, Article 2, rates of pay. That is the same article contained in the 16 articles submitted to arbitration?

Mr. Moore: It is a part of Article 2, which is contained in the original 16 articles. This particular part of Article 2 refers to rates of pay in passenger and freight service as used in this exhibit. However, to make the reproductions absolutely clear as to the different classes of service covered by Article 2, I have subdivided Article 2 into five separate headings, and the articles of the schedule that relate to these headings are reproduced under the headings.

Mr. Phillips: Then, Article 2 covers several different matters, does it?

Mr. Moore: Yes, sir. I have, in this exhibit, divided Article 2 under five headings. The first covers rate of pay, passenger and freight service; the second heading covers rate of pay, pusher, helper, mine runs, work, wreck, belt line, transfer and all other unclassified service; the third heading covers differential, account of grades; the fourth heading covers, rates of pay, narrow gauge locomotives; and the fifth division covers rates of pay, electric service.

Mr. Phillips: Under these respective headings have you produced the exact rules from the various schedules covering the services named?

Mr. Moore: Yes, sir.

Mr. Phillips: And, this tabulation here refers only to the rates of pay for firemen in passenger and freight service?

Mr. Moore: Yes, sir.

Mr. Phillips: I note here the entire tabulation appears to be based upon a weight on drivers plan, beginning with 80,000 pounds on drivers and running up to a somewhat higher weight,

400,000 pounds, or something like that. Have any roads in this movement a schedule wherein firemen are compensated on a basis of weight on drivers?

Mr. Moore: Yes, sir. There are 17 roads in these negotiations which have either in whole or in part a basis of pay, based on weights on drivers.

Mr. Phillips: Could you name those roads? Have you a list of them?

Mr. Moore: Yes, sir, the arbitration award of 1910 for firemen provides that, on simple engines with cylinders of 24 inches or over in diameter and compound engines weighing 215,000 pounds or more on drivers, the rate of pay for firemen would be \$3.75, and there are 43 roads represented in these negotiations which were parties to the negotiations of 1910. In addition to this particular class of engine, as to weights on drivers, the following railroads have one or more classifications: The Atchison, Topeka & Santa Fe, Coast Line; the Atchison, Topeka & Santa Fe, proper; the Chicago & North Western; the Chicago, Milwaukee & St. Paul, Puget Sound Line; the Duluth, South Shore & Atlantic; Mineral Range; the Gulf, Colorado & Santa Fe; the Kansas City Southern; the Missouri, Kansas & Texas; the Oregon Short Line; the Oregon & Washington Railroad & Navigation Company; the St. Louis & San Francisco; the Southern Pacific, Atlantic System; Southern Pacific, Pacific System; the Spokane, Portland & Seattle; the Union Pacific and the Western Pacific. Now, all these roads I have named have some schedules containing only the classification of the locomotives in service, while, in the general text of the schedule, the basis of rates of pay is fixed upon a cylinder or some other basis rather than weights on drivers, and these roads which contain one classification in the schedule, with the rates of pay following, are the Chicago & North Western; the Missouri, Kansas & Texas; the Oregon Short Line and the Union Pacific. Of this number, I might state that, since this book has been compiled, I have learned that the classification as given in the schedule furnished us for the Chicago & North Western is not absolutely correct; that is, it was correct so far as the Chairman knew up to last October—not last October, but October, 1913—the schedule furnished us from which this exhibit was compiled for the Chicago & North Western was a typewritten schedule, they having had no signed schedule in its entirety since 1907.

Mr. Phillips: Then, you have been advised that the company or the Chairman, the representative of the men on that road, had received information that was not entirely accurate?

Mr. Moore: Yes, sir.

Mr. Phillips: And he had so informed you?

Mr. Moore: It was accurate, I so understand, up to October, 1913.

Mr. Phillips: You said, I believe, that 43 roads participated in some former settlement or concerted wage movement wherein weight on drivers was adopted as a basis for fixing firemen's pay to some extent, at least.

Mr. Moore: Yes, sir, for compound engines weighing 215,000 pounds on drivers.

Mr. Phillips: Would that mean that there were 43 roads having weight on drivers as a basis, to that extent, anyway?

Mr. Moore: No, sir, I do not understand it that way. The understanding is that the agreement affected 43 roads. Whether they had this particular class of engine in service or not I am not prepared to state.

Mr. Phillips: They would only apply if they had the engines of such a dimension or weight?

Mr. Moore: Yes.

Mr. Phillips: If they had such an engine it would apply?

Mr. Moore: Yes, sir.

Mr. Phillips: On these other roads which you have just named, they make a part or all of their classification, for fixing rates of compensation, on the weight on drivers basis?

Mr. Moore: Yes, sir.

Mr. Phillips: You produce, in their entirety, all of the rules and the rates following this Article 2, or this subdivision of Article 2, beginning on page 64?

Mr. Moore: Yes, sir, covering freight and passenger service.

Mr. Phillips: Yes, I understood you to say this pertained to freight and passenger service only?

Mr. Moore: Yes, sir.

Mr. Phillips: Now, turn to page 105, please, Mr. Moore. This, I believe you explained, is a subdivision of Article 2, one of the subdivisions of Article 2 submitted to arbitration?

Mr. Moore: Yes, sir.

Mr. Phillips: And refers to pusher, helper, mine runs, work, wreck, belt line, transfer and other unclassified service?

Mr. Moore: Yes, sir.

Mr. Phillips: Do any of the roads in this western territory, parties to this arbitration, pay through freight rates to firemen for any of the different services enumerated in this article or this subdivision of Article 2?

Mr. Moore: Yes, sir. I find there are 40 roads which pay for either all or part of the services mentioned in this subdivision of Article 2 on a through freight basis.

Mr. Phillips: Do any of the roads have a rule exactly like this?

Mr. Moore: Not in that exact language.

Mr. Phillips: But, I understand you to say, forty of the roads pay through freight rates to firemen for some of the services here enumerated?

Mr. Moore: Yes, sir.

Mr. Phillips: It is possible, is it not, that some of the service there enumerated would not be found on all of the railroads?

Mr. Moore: Yes, sir.

Mr. Phillips: That is, some roads may not have mine run service, and other roads may not have pusher and helper service, and then other roads may not have transfer service?

Mr. Moore: Yes, sir.

Mr. Phillips: But you find forty roads that do pay for all or part of this service through freight rates?

Mr. Moore: Yes, sir.

Mr. Phillips: Are you prepared to give the number of roads that pay through freight rates to pusher and helper service?

Mr. Moore: According to the schedules there are seven roads which pay through freight rates to pusher and helper service.

Mr. Phillips: How about work train service?

Mr. Moore: I find that, according to the schedules, there are fifteen roads which pay through freight rates for work train service.

Mr. Phillips: Do any of the roads pay through freight rates for wrecking service?

Mr. Moore: The schedules show that there are five roads which pay through freight rates for wrecking service.

Mr. Phillips: I understand you to say you had had some experience as an engineer and fireman?

Mr. Moore: Yes.

Mr. Phillips: Do you understand what is meant by this term "Other unclassified service?"

Mr. Moore: I understand the term to mean the classes of service which may not possibly be covered in the schedule. "Other unclassified service," as used here, means, as I infer, service not particularly mentioned, not otherwise covered in the schedule.

Mr. Phillips: To specify, such as circus trains?

Mr. Moore: Circus trains.

Mr. Phillips: Snow plows?

Mr. Moore: Snow plow service.

Mr. Phillips: And breaking in engines, and light engines and various service of that kind that is irregular and intermittent, and not sufficiently regular to be enumerated as regular service?

Mr. Moore: Yes.

Mr. Phillips: Is that what you mean by other unclassified service?

Mr. Moore: Yes.

Mr. Phillips: Did you make any check, or are you prepared to state whether any of the roads pay through freight rates for any of these various classes of service?

Mr. Moore: Yes, in a list that I have here of the forty roads, there are quite a number of roads which pay through freight rates for snow plow service, mixed train service, circus train service, and so forth.

Mr. Phillips: Those rules are all contained in the rules following here, from the different railroads, where such rules exist?

Mr. Moore: Yes, sir.

Mr. Phillips: Now, turn next to page 164. This is still a subdivision of Article 2, and has reference to rates of pay on divisions where grade is 1.8 per cent and other?

Mr. Moore: Yes.

Mr. Phillips: How many roads in the Western territory allow a differential on account of mountain grades?

Mr. Moore: According to the schedule there are eleven

roads which allow a differential on account of mountain grades.

Mr. Phillips: Will you please give the names of those roads?

Mr. Moore: The Atchison, Topeka & Santa Fe—Coast Lines, the Atchison, Topeka & Santa Fe, proper, the Canadian Pacific, the Chicago, Milwaukee & St. Paul—Puget Sound Lines, the Colorado & Southern, the Denver & Rio Grande, the Great Northern, the Northern Pacific, the Oregon & Washington Railroad & Navigation Company, the Santa Fe, Prescott & Phoenix, the Southern Pacific Company—Pacific System.

Mr. Phillips: Have any of the roads a rule like the rule here proposed?

Mr. Moore: The Great Northern has a rule providing for a ten per cent differential.

Mr. Phillips: Upon parts of the road where the grade is 1.8 per cent or over?

Mr. Moore: Yes, sir.

Mr. Phillips: How are the rules on the other roads you have enumerated? Are they variable?

Mr. Moore: Yes, sir, they differ considerably. On some roads the allowance is on a trip basis. On others, constructive mileage is allowed. On others, additional allowance is made, and, on one road, they have a ten per cent differential.

Mr. Phillips: You say it is allowed on a trip basis in some cases. What are we to understand by that, Mr. Moore?

Mr. Moore: I understand that, we will say, for a trip of 115 miles, on account of the grade, ten additional miles is allowed.

Mr. Phillips: Then, a fireman would receive 125 miles for the trip, instead of the actual miles—115?

Mr. Moore: Yes.

Mr. Phillips: Is that uniform, or is the allowance more in some cases and less in other cases?

Mr. Moore: It varies with the grade, as I understand it. It is in some instances only five miles. In the Denver & Rio Grande, I understand, some divisions are paid a day for 44 miles.

Mr. Phillips: That is, they allow to a fireman a day's pay for less than 100 miles?

Mr. Moore: Yes, 44 miles.

Mr. Phillips: For as little as 44 miles they allow a full day's pay?

Mr. Moore: Yes, sir.

Mr. Phillips: I do not suppose you are familiar with conditions on the Denver & Rio Grande Railroad?

Mr. Moore: No, sir, not at all.

Mr. Phillips: Your knowledge of these rules is gained from reading them and compiling them in this volume?

Mr. Moore: That is all.

Mr. Phillips: And the understanding you have is gained from your reading of them and their most plain and obvious meaning?

Mr. Moore: Yes, sir.

Mr. Phillips: These rules are all contained here, the same as in the preceding—

Mr. Moore: Yes, sir.

Mr. Phillips: In connection with this gradient differential do the rules disclose that, in some instances, the rates of pay, the mileage rates, the basic rates, I mean, are higher in mountain territory than in valley territory?

Mr. Moore: Yes, sir.

Mr. Phillips: Where this rate of pay was higher, would this differential also be allowed at the higher rate of pay under the rules?

Mr. Moore: I understand that, according to the proposed rule, a ten per cent differential will be allowed over the usual through freight rate.

Mr. Phillips: Now, for example, if the Atchison, Topeka & Santa Fe had a higher rate west of La Junta (which is getting into mountain territory, I believe) than it has east of La Junta, as shown by the schedule and, then, in addition ten miles excess or constructive or mountain mileage were allowed on some particular district, would that fireman receive (assuming that it was 110 miles distance), would he receive 120 miles, at the higher rate? Do you understand the schedules to so allow?

Mr. Moore: Well, not being familiar with the way in which the schedule article does apply, I am not prepared to state.

Mr. Phillips: You never worked that out?

Mr. Moore: I never worked out that.

Mr. Phillips: These rules, I understand, are quite variable?

Mr. Moore: Yes, sir.

Mr. Phillips: And, only on one road is a rule exactly like this in effect?

Mr. Moore: Yes, sir.

Mr. Phillips: I believe, if you will turn to page 177, now, we still have another subdivision of Article 2, "Narrow gauge locomotives." How many railroads participating in this arbitration have narrow gauge locomotives according to the schedule?

Mr. Moore: Three roads.

Mr. Phillips: Will you name the roads, please?

Mr. Moore: Chicago & North Western; Colorado & Southern; Denver & Rio Grande.

Mr. Phillips: Have you made any comparison to ascertain the rates of pay on these narrow gauge lines compared with the rates for locomotives on broad gauge lines?

Mr. Moore: No, sir.

Mr. Phillips: You have reproduced the rates of pay, however, and the rules for the narrow gauge service?

Mr. Moore: Yes, sir.

Mr. Phillips: Now, let us turn to page 180. This also is a subdivision of Article 2, is it not?

Mr. Moore: Yes, sir.

Mr. Phillips: To what does this section or subdivision of Article 2 apply?

Mr. Moore: To electric service.

Mr. Phillips: According to the schedules, on how many western railroads is a second man or a helper used on any kind of power other than locomotive engines? I mean any kind of propelling power, such as gasoline, or electric cars, or electric motors?

Mr. Moore: I understand that there is only one road upon which an additional man is employed, and that is the Great Northern.

Mr. Phillips: They employ a second man on the ——

Mr. Moore: Yes, sir.

Mr. Phillips: Now, turning to the article for a moment. You will note, it reads at the last part of the paragraph:—

“The term ‘Helper’ will be understood to mean the second man employed on electric locomotives or other power”. Would you understand the rates here proposed would apply to that second man?

Mr. Moore: Yes, sir, the rates proposed for helper would apply to the second man.

Mr. Phillips: He would be a helper?

Mr. Moore: Yes, sir.

Mr. Phillips: What is he called, in the schedule?

Mr. Moore: On the Great Northern, he is called a trolley man.

The Chairman: Called a what?

Mr. Moore: A trolley man.

Mr. Phillips: Do you give his rate of pay here?

Mr. Moore: Yes, sir, \$3.30, ten hours or less, 100 miles or less.

Mr. Phillips: If that electric locomotive were used on a part of the territory where a gradient differential of 10 per cent was allowed, would you understand that he would be entitled to that gradient differential?

Mr. Moore: I would, in view of the fact that there is no difference made in the schedule.

Mr. Phillips: Then, if his basic rate is—— \$3.30, did you say?

Mr. Moore: \$3.30, yes, sir.

Mr. Phillips: And he received a gradient differential of ten per cent (providing he worked in such territory) would he receive, according to the schedule, \$3.30 plus ten per cent, or plus 33 cents?

Mr. Moore: Yes, sir.

Mr. Phillips: Or \$3.63 for ten hours or less?

Mr. Moore: Yes, sir, that is my understanding.

Mr. Phillips: Do you know where these electric locomotives were used on the Great Northern?

Mr. Moore: No, sir, I do not.

Mr. Phillips: That is the only road the schedules show that has a second man on any kind of power other than steam power?

Mr. Moore: Yes, sir.

Mr. Phillips: You include a rule here, Mr. Moore, on page

181 — quite an extensive rule, quoted evidently from the St. Louis, Brownsville & Mexico Railroad. Do the rates contained therein apply to electric service?

Mr. Moore: When this book was prepared I was under the impression that the rates of pay for through freight and local freight, as mentioned in this book, referred to electric service, because of the fact that it is the only schedule in the Western territory that has a basis of pay based upon tractive power, and the article proposed for electric service is basis of power based on tractive power, and I fell into the error that this particular part referred to electric service. Since that time, I have learned that only the last line in rates, that is "Motor Cars: Ten hours or less, \$4", refers to electric service, and that \$4 should be \$4.40. The rest of the article is taken from the schedule as it appears under electric service.

Mr. Phillips: That line, then—the second line under the tabulation "Local Freight" should read \$4.40 instead of \$4?

Mr. Moore: Yes, sir. I have made a pen correction of the error.

Mr. Phillips: Pardon me, did you correct the books, the copies that have been offered in evidence?

Mr. Moore: I think they are all corrected.

Mr. Phillips: Then, as I understand it, this rule, although quoted under the caption "Rates of pay, electric service" applies to steam service, with the exception of that one line making provision for motor car service?

Mr. Moore: Yes, sir.

Mr. Phillips: The rules which follow apply to motor car service, do they not?

Mr. Moore: Yes, sir.

Mr. Phillips: But, so far as the rates of pay are concerned, that is the only reference to anything besides steam locomotive service?

Mr. Moore: Yes, sir.

Mr. Phillips: Now, if you will turn with me to page 182, "Article 3, Local and Way Freight Service," on how many roads in the Western territory is a differential for firemen in the local or way freight service allowed?

Mr. Moore: I find, according to the schedule, there are

46 roads in which a differential is allowed between local and through freight service.

Mr. Phillips: Have any of these roads rules defining what local or way freight service is?

Mr. Moore: Yes, the schedules show there are seven roads with rules defining local or way freight service.

Mr. Phillips: Are those rules anything like the rule here proposed?

Mr. Moore: Not exactly like the rule here proposed. The rules, however, define what constitutes way freight service.

Mr. Phillips: You say they are not exactly like this rule here? Are they similar in any respect?

Mr. Moore: The Chicago & North Western has a rule——

Mr. Phillips: On what page?

Mr. Moore: On page 184. That rule reads: "All trains loading or unloading way-freight or doing station switching, shall be classed as way-freights, and firemen shall receive compensation accordingly. This shall not be construed to apply to through trains setting out or picking up car loads, or handling small lots of local freight in case of emergency."

The Chicago Great Western Railroad has a rule somewhat similar to the one contained in the schedule for the Chicago & North Western. That rule is found on page 185, and reads as follows:

"All trains loading or unloading way freight or doing station switching, or run for switching purposes, shall be classed as way-freight or switch trains, and firemen shall receive way-freight compensation for entire trip.

"This shall not be construed to apply to through freight trains setting out or picking up car loads or handling small lots of local freight in cases of emergency."

Mr. Phillips: You have reproduced the other rules, have you, from the roads having them?

Mr. Moore: Yes, sir, they are all contained in this article.

Mr. Phillips: If the Board please, I do not want to burden the record; and I may say in explanation that it has been our purpose to have these rules compiled in such a way that they might be referred to readily at any moment. You have there

first the articles submitted to arbitration, and every rule from every railroad bearing on the subject covered in the article.

The Chairman: I think you have gone far enough to give us a fair insight into the exhibit.

Mr. Phillips: Mr. Moore, in one of the rules you read—I believe the Chicago & North Western—it states that firemen “shall receive compensation accordingly,” without going into the rate of pay. Would you understand from that clause that firemen would receive a way-freight differential of whatever the amount was on that road?

Mr. Moore: They would receive the rate of pay provided for way-freight service.

Mr. Phillips: If it was a differential they would receive it?

Mr. Moore: Yes.

Mr. Phillips: I believe you said 40 roads in the western country allow a local freight differential to firemen.

Mr. Moore: There are 46 roads.

Mr. Phillips: Was it 46? Pardon me.

Mr. Moore: Yes.

Mr. Phillips: Please turn next to page 201. I note this article is also headed Article III-b. Have you subdivided this article?

Mr. Moore: Yes, this is a part of the original article as submitted by the engineers and firemen.

Mr. Phillips: From reading this article I understand that provision is made for additional pay for firemen in through freight service when certain labors are performed enroute. Is that your understanding of the rule?

Mr. Moore: Yes, sir.

Mr. Phillips: Have any of the roads parties to this arbitration rules providing additional pay for such work as is here defined or mentioned, either all of it or any part of it?

Mr. Moore: Yes, the schedules show that there are 45 roads which provide an additional allowance over through freight pay for the service mentioned.

Mr. Phillips: Have any of them a rule very much like this?

Mr. Moore: No, sir, not exactly like that.

Mr. Phillips: I believe you said 45 roads pay for some part of this service?

Mr. Moore: Yes.

Mr. Phillips: That is, loading or unloading freight, stock, or company material, switching at stations, spurs and mines and mills, or required to pick up or set out cars, unless cars to be picked up are first out, or cars to be set out are switched at terminals, or doing any other or similar work, you find that some or all of that service is paid for on 45 roads?

Mr. Moore: Yes, sir.

Mr. Phillips: Does that include the larger systems of railroads?

Mr. Moore: Practically all of the larger systems.

Mr. Phillips: Have you the names of the roads there?

Mr. Moore: Yes.

Mr. Phillips: Please read them.

Mr. Moore: The Atchison, Topeka & Santa Fe, Coast Lines; the Atchison, Topeka & Santa Fe, proper; Canadian Northern; Canadian Pacific; Chicago & North Western; the Chicago, Burlington & Quincy; Chicago, Milwaukee & St. Paul; the Chicago, St. Paul, Minneapolis & Omaha; the Denver & Rio Grande; the Duluth, South Shore & Atlantic and Mineral Range; the El Paso & Southwestern; the Esquimalt & Nanaimo; the Ft. Worth & Denver City; the Great Northern; the Gulf, Colorado & Santa Fe; the Kansas City Southern; the Minneapolis, St. Paul & Sault Ste. Marie; the Missouri & North Arkansas; the Missouri, Kansas & Texas; the Missouri, Oklahoma & Gulf; the Missouri Pacific-Iron Mountain; the Northern Pacific; the Oregon Short Line; the Oregon & Washington Railroad & Navigation Company; the Rock Island Lines; St. Louis & San Francisco; the St. Louis, Brownsville & Mexico; St. Louis Southwestern; the San Antonio & Aransas Pass; the San Pedro, Los Angeles & Salt Lake; the Southern Pacific, Atlantic System; the Spokane, Portland & Seattle; the Trinity & Brazos Valley; the Union Pacific; the Wabash; the Western Pacific; the Wichita Valley.

All these roads pay an additional allowance if the time exceeds ten hours or the distance 100 miles.

On the Chicago Great Western, the Chicago, Milwaukee & St. Paul, Puget Sound Lines; the Colorado & Southern; the International & Great Northern; the Northern Pacific; the San Antonio & Aransas Pass; the San Pedro, Los Angeles & Salt Lake; the Southern Pacific-Atlantic System, and the Texas Pacific, nine roads, an arbitrary allowance is paid.

Mr. Phillips: What do you mean by an arbitrary allowance?

Mr. Moore: It is allowed independent of mileage or time made on the trip.

Mr. Phillips: I believe you are reading from a list there.

Mr. Moore: Yes.

Mr. Phillips: Are the names of the roads repeated in the list you read? In other words, do they appear in the first list you read?

Mr. Moore: Yes, they may appear in the first list, and they also appear under the division I have made covering arbitrary allowance. There are four repetitions in the list I have read.

Mr. Phillips: Then am I to understand that they pay for this additional service on the number of roads first read, and that they pay it as an arbitrary allowance on the number of roads last read?

Mr. Moore: Yes.

Mr. Phillips: Is that your statement?

Mr. Moore: Yes.

Mr. Phillips: The next is on page 218, Article 4, Switching Service.

How many of the roads represented in this arbitration have rules governing rates of pay and conditions of service of the firemen in yard or switching service?

Mr. Moore: The schedules show there are 61 roads which have switch engine regulations.

Mr. Phillips: On how many of these roads is the ten-hour day in effect?

Mr. Moore: On 57.

Mr. Phillips: Have any of the roads a day of more than ten hours, that is, longer than a ten hour day?

Mr. Moore: One road, the Louisiana & Arkansas has a twelve hour day.

Mr. Phillips: In yard service?

Mr. Moore: Yes, sir.

Mr. Phillips: Do the schedule rules disclose that any of the roads are paying road rates to firemen working in yard service when road engines are used?

Mr. Moore: Not in that identical language, but there are two roads which pay 40 cents per hour for—no, I don't believe I got that question.

Mr. Phillips: What I wish to bring out, Mr. Moore, is—the last part of Article 4 reads, if you will follow me, please: “When road engines are used in yard service, road rates will apply.” Now, do the rules on these roads indicate that such a rule is in effect on any of the roads in any of the yards of any of the companies?

Mr. Moore: I have been unable to find any such rule in any of the schedules.

Mr. Phillips: Do these roads have schedules containing a provision, in their schedules or working agreements with their yard men, that a meal hour will be allowed?

Mr. Moore: Yes, sir, on a great many of the roads. To be exact, there are 58 roads in these negotiations whose schedules provide for time for meals.

Mr. Phillips: That a meal hour will be allowed?

Mr. Moore: Yes, sir.

Mr. Phillips: That is practically all the roads in the movement, is it not?

Mr. Moore: All but three.

Mr. Phillips: You have spoken of the majority of the roads once or twice, and you now say it would be all but three. I believe the statement has been made here that there are 98 roads included in this movement. Did you deal with them or, in compiling these rules in the different schedules, did you consider them as 98 separate roads?

Mr. Moore: There are quite a good many schedules which cover three or four or five roads that are listed in the negotiations.

Mr. Phillips: That is, the schedule for the firemen will cover a system under the parent name or the name of the main line and several subsidiary lines. Is that your understanding?

Mr. Moore: Yes, sir.

Mr. Phillips: And, while they might be known in the Railway Guide under several different names, under the schedules which govern the rates of pay and conditions of service of firemen, but one schedule would be found?

Mr. Moore: Yes, sir.

Mr. Phillips: You considered that one road, in making your compilation?

Mr. Moore: I have, in compiling this book.

Mr. Phillips: Then, I understand, that practically all of these roads have a ten hour day for firemen in yard service?

Mr. Moore: Yes.

Mr. Phillips: And practically all of them grant a meal hour to the men?

Mr. Moore: Yes, sir.

Mr. Phillips: Are you prepared to state at about what time during the day's service they are given an opportunity to eat their lunch or dinner or supper, as the case may be?

Mr. Moore: I understand generally the sixth hour is allowed for the meal hour, the sixth hour from the beginning of the day's work.

Mr. Phillips: You have included all the rules here so that that may be easily ascertained?

Mr. Moore: Yes, sir.

Mr. Phillips: Turn next to page 246, if you please. Article 5, preparatory time. Under this article have you copied the rules from the Western railroads now paying preparatory time to firemen?

Mr. Moore: Yes, sir.

Mr. Phillips: How many roads have you found paying firemen preparatory time?

Mr. Moore: According to the schedule, there are 17 roads which pay preparatory time to firemen.

Mr. Phillips: Do any of these roads pay for preparatory time as an arbitrary allowance?

Mr. Moore: There are four roads which pay for preparatory time as an arbitrary allowance.

Mr. Phillips: I believe you said you had fired an engine some and run an engine a while?

Mr. Moore: Yes, sir.

Mr. Phillips: What do you understand by preparatory time? Has your experience enabled you to state what may be understood from the term "preparatory time"?

Mr. Moore: From my observation, I understand the term to apply to the time consumed by the engineer and fireman in making the necessary preparations for the trip, such as oiling around, and seeing that the work reported on the engine had been properly done, inspecting the engine to see that it was in proper shape for the road trip, inspecting the bulletin books and such

other requirements as may be made by the company; they vary somewhat on different roads.

Mr. Phillips: Does this require a fireman to be on duty some time before his day's work begins?

Mr. Moore: Yes, sir, a fireman has to share with the engineer the responsibility for the tools. Ordinarily, at the request of the engineer, he looks after the sand and the water, or any other duties that the engineer may require of him, in addition to seeing that his fire is in proper shape for road service.

Mr. Phillips: I believe you said a while ago that on some of these roads the tools were placed on the engine. If tools were placed on the engine before the engine was to leave the terminal, would the fireman still be required to make an inspection to learn whether or not the tools were in the proper place?

Mr. Moore: The schedules ordinarily provide that, while the tools may be placed on the engine by the roundhouse force, the crew must be responsible for the fact that they are there. If they are not there, it is necessary for the fireman and engineer to see that they are placed on there.

Mr. Phillips: The crew is held responsible for the engine being in proper condition to go out?

Mr. Moore: It is their duty to see that everything is there ready to go out.

The Chairman: From your observation and experience, what amount of time is required for this purpose?

Mr. Moore: Well, generally speaking, I would say not less than thirty minutes.

Mr. Byram: These 17 roads that pay preparatory time, do they pay it in the same way that it is allowed by the proposed Article 5, or is it restricted to a certain amount, generally?

Mr. Moore: No, sir, there are only four roads which pay it as an arbitrary allowance. On the other roads it is computed in the day's work.

Mr. Byram: Is it limited as to the amount, generally speaking, in these rules; or is it unlimited, as proposed in the new ones?

Mr. Moore: I am of the opinion that some roads provide thirty minutes.

Mr. Byram: Do you think many of them do, or just one or two? There are seventeen altogether that pay it. How many of them allow it in a restricted way—limit it to thirty minutes?

Mr. Moore: I am not prepared to state the exact number.

Mr. Byram: That is all.

Mr. Phillips: But you have all of the rules here so that it might be checked in a few minutes by reading the rules and making that check?

Mr. Moore: Yes, sir.

Mr. Phillips: Page 249 is the next article, I believe. Article 6, Terminal Delay. How many roads pay for initial terminal delay in passenger service, according to your check of the schedules?

Mr. Moore: There are 39 roads that pay for initial terminal delay in passenger service.

Mr. Phillips: How many pay for final terminal delay?

Mr. Moore: I find, according to the schedules, there are 34 roads which pay for final terminal delay, in passenger service.

Mr. Phillips: Thirty-four pay for final terminal delay?

Mr. Moore: Yes, sir.

Mr. Phillips: How many roads pay for initial terminal delay, in freight service?

Mr. Moore: The schedules show there are 43 roads paying for initial terminal delay in freight service.

Mr. Phillips: And how many for final terminal delay in freight service?

Mr. Moore: Thirty-three.

Mr. Phillips: Forty-three pay for initial terminal delay and 33 pay for final terminal delay?

Mr. Moore: Yes, sir.

Mr. Phillips: Do the rules clearly indicate whether this compensation for terminal delay, either initial or final, is an arbitrary allowance or, whether it is computed as a part of their day's pay?

Mr. Moore: On some roads it is impossible for me to determine whether it is an arbitrary allowance or not. There are twelve roads, however, which particularly specify that the payment is made for terminal delay, in addition to other time or mileage made.

Mr. Phillips: Do the rules provide, on any of these roads that engineers and firemen will be paid for these delays on a minute basis? Pardon me a moment, I speak of engineers and firemen. I would like to explain to the Board that, as a

rule, these provisions are identical, although the schedules are separate,—if they are not identical, they are very similar, and it would be almost safe to say that in every instance, they apply alike to engineers and firemen. I will modify my question to that extent. Are firemen paid for these delays on a minute basis?

Mr. Moore: The schedules show there are seven roads on which pay is made for terminal delay on the minute basis. However, these roads have different ways of computing the time. Some roads distinctly specify it shall be for the actual number of minutes delayed; other roads, less than five minutes not counted; on still other roads, there is a clause specifying less than fifteen minutes will not be counted.

Mr. Phillips: Now, let us turn to page 265, Article 7, Automatic Release and Tie-Up. I was pleased, if the Board will indulge me a moment, with the fear of one of the members as to the meaning of the term "Automatic". Possibly, he did not learn his lessons around a switchman's shanty like a lot of the rest of us did. "Automatic" is a term not necessarily used as possibly Webster or the Standard Dictionary would define the term, but, in general railroad service, I believe these rules will clearly show that a man, either a fireman or an engineer, completing a day's work, is released and his pay is computed for that trip and, if again called he begins another day or another trip. I think the term "automatic release", possibly should be "pneumatic release". I think it originated with some timekeeper. I do not think it can be charged up to the firemen, at least, or to the engineers; but the practice, it has been understood, is very general, not only on Western railroads but throughout the entire United States and Canada.

Mr. Park: With you permission, Mr. Chairman, I want to correct Mr. Phillips, first on the proposition that I have not been around a switch shanty. I have been there for forty years, and it is a new word. "Automatic" is a new word to me. I had this fear:—it is so near "autonomy" or self-government, that it might refer to discipline, and that the engineer or fireman is going to leave his engine before he was permitted to leave it, as heretofore, and would not be available for further duty, under certain circumstances. Mr. Burgess set me right in that, that it is not intended to change the present conditions

in any way here, but, I still cannot see the use of the word "automatic".

Mr. Phillips: If I may be permitted to speak of engineers, for a moment, they have a little appliance, always handled with their left hand. That does things automatically sometimes, and sometimes in other ways. The term "automatic", among railroad men, usually applies to the automatic air brake. That is the general use of the term "automatic". We think of it in connection with the air brake more than anything else.

Mr. Park: Mechanical.

Mr. Phillips: It is mechanical and, while I am not a linguist, I fancy Mr. Webster would define it as self-acting, or something like that. I am sure it is not here intended for the purpose you fear. It was entirely proper to bring it out; no exception taken to that. (Addressing the witness) Have any roads a rule like this in their schedules? Pardon me a moment, if I may interrupt, let me ask the question in another way: This is not an automatic rule; it is a tie-up rule, which may require a little exertion. Have you produced all of the tie-up and release rules from the schedules of the different roads, parties to this arbitration?

Mr. Moore: Yes, sir.

Mr. Phillips: How many roads have rules of this character?

Mr. Moore: The schedules show there are 52 roads having release rules and tie-up rules.

Mr. Phillips: Do any of the roads use the term "automatic?"

Mr. Moore: There are two roads which use that term, the Great Northern and the Northern Pacific.

Mr. Phillips: I believe I understood you to say you had never worked in that part of the country.

Mr. Moore: No, sir.

Mr. Phillips: Then you would not be prepared to state whether or not engineers and firemen were relieved in any different manner on that road than they were on the Chicago, Milwaukee & St. Paul or the Chicago & North Western, where the word "automatic" is not included in their schedule?

Mr. Moore: No, sir, I do not know.

Mr. Phillips: The purpose of the rule, I trust, is made

clear. It is in order that it may end a day or the trip, and that compensation will be based upon that service.

The Chairman: I do not think we shall have any trouble about that point.

Mr. Phillips: I wanted to relieve Mr. Park's mind.

Mr. Park: Oh, I understand what it means.

Mr. Phillips: Turn, now, please, to page 281, Article 8. "Held away from Home Terminals." How many roads in this arbitration have rules granting pay to firemen for time held away from home terminals?

Mr. Moore: There are 24 roads which grant pay to firemen for being held away from home terminals. Most of these rules, however, cover the messengering of dead engines and trains? That is, handling the dead engines, being taken from one terminal to another in trains without steam?

Mr. Phillips: How many roads, did you say?

Mr. Moore: 24 roads.

Mr. Phillips: Are the rules in the schedules of these roads uniform?

Mr. Moore: No, sir; they vary.

Mr. Phillips: Do any of the roads have a rule like the rule here proposed, Article 8, or similar?

Mr. Moore: At the bottom of page 281 will be found a rule somewhat similar. The Canadian Northern provides pay after the expiration of 18 hours.

Mr. Phillips: The rule proposed to arbitration is different in what respect?

Mr. Moore: In one respect; it specifies 15 hours in place of 18 hours.

Mr. Sheean: It pays nine in 24, instead of continuous time too, does it not?

Mr. Moore: Beg pardon?

Mr. Sheean: It pays 9 hours pay for every 24 hours held over?

Mr. Moore: Yes, sir.

Mr. Phillips: While the proposed one would pay continuous time?

Mr. Moore: That is another difference, yes, sir.

Mr. Phillips: These rules you refer to as referring to firemen acting as messengers on dead engines; do you mean an

engine not under steam, being towed in a train from one point to another?

Mr. Moore: Yes, sir.

Mr. Phillips: And a man in charge—a fireman, for example,—would be paid for his service as a messenger or as the man in charge of this engine and, then, if the engine were delivered at the point to which it was going or as far as the fireman in charge was ordered to take it, he would be paid for time held at that point, or if held at that point?

Mr. Moore: Yes, sir. The specifications however, differ on different railroads.

Mr. Phillips: Rules are very variant?

Mr. Moore: Yes, sir.

Mr. Phillips: Turn next to page 288, Article 9. "Dead-heading." How many western roads parties to this movement have rules covering deadhead service for firemen?

Mr. Moore: There are 53 roads having rules covering deadhead service.

Mr. Phillips: Are any of them similar to the rule here proposed?

Mr. Moore: I fail to find a rule that is exactly the same as the one proposed.

Mr. Phillips: Well, not exactly the same, Mr. Moore, but they provide a rate of pay for engineers and firemen when dead-heading on company business, or when under orders, as proposed by this rule.

Mr. Moore: I do not believe there is a rule in the firemen's schedule of western railroads providing a through freight pay for firemen deadheading.

Mr. Phillips: Have you produced the rules here?

Mr. Moore: Yes, sir.

Mr. Phillips: Would that refer to a fireman deadheading in both passenger service and freight service, provided he was deadheaded on a freight train?

Mr. Moore: I understand they are both covered in the rule, yes, sir.

Mr. Phillips: I understood you to say that you did not know of a rule providing that a fireman should be paid a through freight rate of pay for deadheading. Do you know whether or

not that would apply to a fireman deadheading on a freight train on all of the railroads?

Mr. Moore: There are a few roads in which the schedule provides for deadheading in passenger service on a passenger train or on a freight train, but, ordinarily, they are deadheaded on a passenger train, and the rate of pay covers that particular deadheaded service. I am not prepared to state how many roads have rules dividing deadheading as between passenger and freight service, however.

Mr. Phillips: You have not made a check for that purpose?

Mr. Moore: No, sir.

Mr. Phillips: Is deadheading, from your personal experience—if you have not had experience you may so state—but, from your personal experience as a railroad man, that is, as an engineer or fireman, is deadheading quite a common service?

Mr. Moore: At certain periods of the year it is. When business is good it is ordinarily more common than during slack business.

Mr. Phillips: The fluctuations of business would have an effect on the number of men deadheaded?

Mr. Moore: Yes.

Mr. Phillips: I do not suppose you know what proportion of men are deadheaded, or what proportion of the firemen's wages are earned in deadheading?

Mr. Moore: It is a very small portion.

Mr. Phillips: Turn next to page 300: "Article X. Hostlers." If the Board please, I think we have reached about the point where we concluded yesterday. I do not think Article X has been read into the record. I ask that it be copied into the record to save me from reading it.

The Chairman: It will be handed to the stenographer and made a part of the record.

Article X is as follows:

"Hostlers: At points where an average of six or more locomotives are handled within twelve hours, day or night, hostlers shall be maintained.

"*Positions, how filled:* Hostling positions shall be filled from the ranks of the Firemen, and they shall be paid \$3.35 per

day of ten hours or less; provided, that where Hostlers are required to make main-line movements, they shall be paid \$4.75 per day of ten hours or less, overtime in each case to be computed on the minute basis and paid for at the rate of time and one-half.

“When such main-line or road Hostlers are paid the same rate as Engineers in switching service, such positions shall be filled from the ranks of the Engineers.

“*Meal Hour.*—Hostlers shall be allowed one hour for meals between the hours of 11:30 and 1:30, day or night. Hostlers will be assigned regular meal hour between the hours named or after being on duty five hours. Should hostlers be required to remain on duty after designated meal hour, one hour will be allowed as overtime. No hostler will be required to remain on duty longer than six hours without having one full hour for meals.”

Mr. Phillips: This article pertains to hostlers. Do you know what a hostler is?

Mr. Moore: Usually speaking he is a man who handles an engine around the roundhouse, or handles light engines from the roundhouse to the points where they are placed on trains, or from the point of their arrival to the roundhouse.

Mr. Phillips: Does the experience and training of a fireman qualify him to act as a hostler?

Mr. Moore: Yes. He gains the necessary experience by reason of his association with the engineer, and by reason of his work on the engine in the capacity of fireman.

Mr. Phillips: Would you also understand that engineers would be qualified to act as hostlers?

Mr. Moore: Yes.

Mr. Phillips: Are hostlers taken from the ranks of firemen frequently?

Mr. Moore: They are, on quite a number of roads.

Mr. Phillips: Have you prepared a list, and are you prepared to state on what number of roads the hostlers are taken from the ranks of the firemen?

Mr. Moore: The schedules show that there are 18 roads on which hostlers are taken exclusively from the ranks of the firemen, and there are 12 additional roads where the hostlers are taken from the ranks of the engineers and firemen.

Mr. Phillips: Are the rules of the roads having schedules providing rates of pay or fixing the conditions of service of hostlers, reproduced here in the same manner as they have been for firemen?

Mr. Moore: Yes. That is, the rules that are contained in the firemen's schedules are reproduced here, but not the rules that are contained in the engineers' schedules.

Mr. Phillips: I understood you to say before that you have compiled here only the rules pertaining to the firemen and hostlers when made by the committee of the Brotherhood of Locomotive Firemen and Enginemen?

Mr. Moore: Yes.

Mr. Phillips: And, if they were made by the committees of the Brotherhood of Locomotive Engineers, even though they might apply to firemen, or to whoever might be engaged as hostlers, they would not be included in this compilation?

Mr. Moore: No, sir.

Mr. Phillips: You say that the rules on 12 roads provide that hostlers are taken from either engineers or firemen?

Mr. Moore: Yes.

Mr. Phillips: Do the rules on any of these roads indicate that hostlers are paid engineers' pay when required to handle trains on main tracks, or do switching of cars?

Mr. Moore: Not in that exact language, but there are two roads on which hostlers are allowed 40 cents per hour for making main line movements, and there is one road which pays switch engineers' rates of pay to hostlers for handling and switching cars.

Mr. Phillips: What road is that?

Mr. Moore: The Missouri, Oklahoma & Gulf, and the Missouri-Pacific-Iron Mountain allow 40 cents an hour for hostlers for main line movements, and the Texas & Pacific allows switch engineers' rates of pay for switching and handling cars.

Mr. Phillips: Do the rules on any of these roads provide a meal hour for hostlers?

Mr. Moore: The schedules show that there are 11 roads providing a meal hour for hostlers, on three of which overtime is allowed if the meal hour is worked.

Mr. Phillips: How many of these roads have a ten hour day for hostlers?

Mr. Moore: One road has a ten hour day for hostlers—the Terminal Railroad Association of St. Louis.

Mr. Phillips: But one road in the movement has a ten hour day for hostlers?

Mr. Moore: Yes.

Mr. Phillips: Please turn to page 314.

Mr. Byram: May I ask you a question before you leave that?

Mr. Phillips: Certainly.

Mr. Byram: I did not hear the witness testify as to whether any of those roads had a provision similar to the first paragraph of Article X, specifying the number of engines that should be handled at a place where hostlers are maintained.

Mr. Moore: So far as I know, there is only one road which has a rule at all similar to this, and that is the Missouri, Kansas & Texas, which provides that hostlers shall not be assigned unless there are eight or more engines to be handled during the service trick.

Mr. Sheean: That is the M. K. & T.?

Mr. Moore: Yes. That is on page 307. That particular rule reads:

“At points where an average of eight or more engines are handled within twelve hours, day or night, hostlers will be assigned. At other points where mechanical skill is not essential in the selection of foremen, hostlers may be selected for these positions.”

Mr. Phillips: Please turn to page 314, Mr. Moore, Article XI. If the Board please, will it be necessary, in each instance, for me to have it stated that the article be read into the record.

Mr. Nagel: It is already in the record, is it not?

Mr. Phillips: If the Board please, at the beginning of the examination of our witnesses yesterday, in addition to the formal articles submitted to arbitration, which I believe appear in the printed record, the representative of the employes read each article, or it was agreed, I think, that it would be copied into the record. The Chairman has just stated that that course would be followed. I wish to know if it will be necessary for me to refer to that when I come to each article.

The Chairman: I do not think so, and that course will be followed.

Article XI is as follows:

Surprise Tests. That the practice of conducting surprise tests by turning switch lights and placing red lights, or flags, unaccompanied by torpedoes, beside track, or wiring down automatic signals to proceed position, be eliminated."

Mr. Phillips: Article XI refers to surprise tests and is in the nature of a protest against a practice which engineers and firemen have found by experience to be extremely dangerous. The very language of the article before your Honorable Board indicates that it is a request, beginning as it does with the words "That the practice of conducting surprise tests," etc., "be eliminated." My reason for stating that this has been found to be extremely dangerous, by actual experience of engineers and firemen, is that, in my own limited experience as a railroad engine employe and, I feel justified in saying, in the experience of every man within this room who has followed such a vocation, he knows of others if he has not personally experienced the surprise of seeing red lights before him, whose first impulse was to jump off, no matter how fast they were going and, unfortunately, some of them have done that.

We do not believe that any such practice is necessary in conducting railroads. I believe we are all believers in "Safety first." If we do not belong to the society we are followers and believers in the faith. But, no man whose life depends upon some sudden, unexpected signal of danger, wants to meet it, except at a time when it is absolutely a danger signal. It is just like the old cry of "Wolf!" after you have heard it a time or two, if you have lived through it, it may not be so effective; so we, who have had experience, really doubt the wisdom of conducting such a test.

But, if I may interject a personal impression, I am convinced that it is the fear for the safety of these men that leads to this request for the abolition of any such practice.

In the schedules of rules for firemen, Mr. Moore, have you found anything pertaining to this subject?

Mr. Moore: No, sir.

Mr. Phillips: There is not a rule in any schedule covering

the service of locomotive firemen on the railroads, parties to this arbitration?

Mr. Moore: I have been unable to find such a rule.

Mr. Park: Would it properly be a rule in the schedule? Would it not be a regulation of the railroad, regulating its efficiency?

Mr. Phillips: In answer to that question, if the Board please, I feel I may say that there are many of these things which we would prefer to settle with the gentlemen who guide the destinies of the railroads. If this plan had not been tried and tried, again and again, by individuals and by committees representing the employes on large systems as well as small systems, or by the representatives of a number of railroads, acting collectively, I doubt if the proposition would be before you gentlemen today. It is the fact that we cannot settle these things by the usual methods, that necessitates bringing them before a tribunal of this kind, and we hope you gentlemen will consider it in that light. We are glad to have men on this board who are practical, broad minded, experienced railroad managers, I may say, not using that in the official sense, but men who do really manage the affairs of these railroads, and we believe this can be settled here. That is why we bring it here. We think it should be settled universally, and we want to co-operate to bring about the greatest degree of efficiency and the highest possible conditions of safety. That is our reason, I am sure, for including a proposition which to me seems a request, and which I feel is one of the important things that your Honorable Body has to deal with.

Mr. Park: Mr. Phillips, if it were shown that the efficiency tests limited accidents and greatly reduced them, and greatly reduced the personal injuries and fatalities not only to employes but to passengers, do you agree that, in that case, they should be continued?

Mr. Phillips: I think there would be no disposition on the part of the engineers and firemen to object to any reasonable test. I would call the attention of the Board to the language of this, which designates "Surprise Tests." It is that particular kind of test to which exception is taken or objection made.

Mr. Nagel: Can it be a test unless it operates as a surprise?

Mr. Phillips: Yes, indeed. If I may digress, or present the subject from another angle, the books of rules of these various companies, which are in a general way standard, but which have local deviations, provided most rigid regulations for the operation of trains and the handling of railway traffic. No man objects to any kind of a test under the rules; but, the rules do not provide that a freight train will stand out on a main track with the tail lights all showing red, and no flagman out. Those are the things to which engineers and firemen object, and the books of rules do not provide that switch lights shall be set at red when the switch is lined up for the main track; and, if I may presume enough to assume that the two gentlemen who are the neutrals here,—if I may use such a term in this proceeding, and, by the way, this is a good time to be a neutral—may not understand the fear that flashes through the mind of an engineer and fireman at the sight of a red switch light just ahead of them, with the train running even at a moderate speed, thirty or forty miles an hour. We who have been there know that it is nearly certain to turn the engine over, if it takes the switch going at that speed. The books of rules provide for no such emergency. Those things mean accidents, and accidents sometimes mean serious injury.

Mr. Park: The rules provide that the absence of a signal in a locality where one is usually shown would be considered a danger signal, and, if a switch should be open, the engineer must certainly use his emergency and stop his train.

Mr. Phillips: I am sure he would do so, and he might take what you would understand, perhaps—

Mr. Park: But, you fear he would jump off.

Mr. Phillips: He might do what perhaps you would understand and I understand and most of these gentlemen who are spectators here understand; he might, in switchmen's parlance, "give her the big hole and take the jump signal." That is the common language by which railroad men express themselves. And, while the jump signal does not appear in the book of rules, it is the best known signal to railroad men, and it is the one they never want to be called upon to follow.

The Chairman: Are these signals given when there is no danger?

Mr. Phillips: Yes.

The Chairman: That is what I am getting at.

Mr. Phillips: That is the point I wish to bring out.

Mr. Park: Just as the army is drilled in times of peace, so they are ready to act in times of emergency.

Mr. Phillips: Well, from all I know about the army—and it is all I want to know—I don't think it is necessary to have target practice and a few of the other things they have in the army, in drilling railroad men to be efficient and observe the rules of safety first.

Mr. Park: Well, I presume we will hear evidence on that.

Mr. Phillips: We will be prepared to submit evidence on this point later.

Mr. Nagel: But, in making these tests, Mr. Phillips, do you not employ the same signals that are used in case of actual danger?

Mr. Phillips: Yes, sir, we do. But, if I may occupy the time, I may say that no engineer or fireman should ever find a switch turned wrong or the tail lights of a train before him, unless he has distance in which to stop. He knows what to do if he has sufficient distance in which to bring his train to a stop. It is just like—you will pardon the comparison, I do not wish to make it in a reflective sense on railroad officials, but it is just as if a railroad company would wash out a bridge or a culvert on a sharp curve and forbid the track walkers to go over that track, and allow the engineer to go there, knowing he could not see it within a hundred feet, and then wonder what he would do. It is absolutely certain he cannot stop, and everybody knows that to hang three red lights in front of a moving locomotive—of course, they are hung there long before the train approaches, or some time before the train approaches—everybody knows, if the engineer cannot see that phantom rear end of a train, that he will do everything he can to stop, but he cannot possibly stop. That is the thing to which we object. Now, I do not know how widespread it is, nor how general, but it should not be in effect at all. However, we will introduce testimony on the point later.

Mr. Burgess: Mr. Phillips, the reading qualifies the objection inasmuch as it states that "The practice of conducting surprise tests by turning switch lights and placing red lights or flags unaccompanied by torpedoes." I presume that qualification should be explained to the Board.

Mr. Phillips: If the Board please, I take it for granted that the rule would be read with great care, and I am sure, when so read, it will be given the consideration which we feel in fairness is due.

Mr. Burgess: Pardon me, Mr. Phillips. It could be assumed that there would be no objection to the surprise test if, when the switch lights were turned, there was an indication given to the engineer by properly placing torpedoes and a system of flagging.

Mr. Phillips: You are correct in your assumption, in my opinion. I believe, I stated that the engineer and fireman did not like to find tail lights—I believe I used the term in expressing myself—did not like to find tail lights with no targets out. Flags and torpedoes have a similar significance in railroad uses and, if the warning signal is in place and the railroads wish to ascertain whether or not that engineer will observe the warning signal if placed at the proper distance and bring his train to a stop before the point of danger is reached, I think, no fair-minded engineer will object to such a test. It is a surprise test, and we wish to emphasize that particular term. And, referring once more to the army end of it, I do not wish to be considered as treating the matter lightly, but our reason for objecting to a test of that kind is, that the army, so far as I am informed, does not use live targets. These targets are animated, and we do not think they should be so used.

Article 12, page 315, the next page. Assistance for Firemen.

Article 12 is as follows:

“Assistance for Firemen. On all locomotives and freight service where but one Fireman is employed, and on all locomotives in passenger service, coal will be kept where it can be reached by the Firemen from the deck of the locomotive. Coal of the proper size for firing purposes will be placed on all tenders.”

Mr. Moore, have any of the roads, party to this arbitration, rules providing that assistance will be given firemen in the way of getting down coal between terminals?

Mr. Moore: Yes, there are three roads that provide that coal shall be shoveled down in passenger service between terminals.

Mr. Phillips: Do any of the roads have rules providing that coal shall be taken (that is, an additional supply of coal placed on the locomotive) at points between terminals?

Mr. Moore: There are thirteen roads which provide that firemen shall have assistance in taking coal or getting coal down between terminals.

Mr. Phillips: Assistance is given to firemen to that extent, then, you understand, by the rule?

Mr. Moore: Yes, sir.

Mr. Phillips: Does this apply to firemen in both freight and passenger service?

Mr. Moore: The rules distinctly specify, on three railroads, that coal will be shoveled down for firemen in passenger service.

Mr. Phillips: Do the schedules indicate whether or not any such assistance is given to firemen in freight service?

Mr. Moore: I have been unable to find in the schedule where a rule is given for assistance to firemen.

Mr. Phillips: How many roads have coal broken to proper size for firing purposes before being placed on tenders of locomotives, according to the schedule rules?

Mr. Moore: Forty roads.

Mr. Phillips: Forty roads contain rules having provision that the coal will be broken to firing size before being placed on the locomotive?

Mr. Moore: Yes, sir.

Mr. Phillips: Or before the fireman is compelled to put it in the firebox?

Mr. Moore: Yes, sir.

Mr. Phillips: Does that apply to engines in both freight and passenger service?

Mr. Moore: I presume so, but the schedule does not so indicate.

Mr. Phillips: Turn next to page 322, Article 13. "Two Firemen."

Article 13 is as follows:

"*Two Firemen.* On coal burning locomotives weighing 185,000 pounds or more on drivers, when used in freight service, two firemen will be employed".

Have any roads, in this Western arbitration, such a rule in their schedules as is here proposed?

Mr. Moore: No, sir.

Mr. Phillips: Do any of the roads provide that additional firemen shall be used or put on the engines to relieve firemen?

Mr. Moore: There is no schedule that provides that there shall be two firemen on the engine at the same time. The Great Northern, however, provides that firemen shall be relieved at an intermediate point on the run by another fireman.

Mr. Phillips: What do you understand by that?

Mr. Moore: I understand the necessity for a rule of this character is that the service required by firemen is such they cannot fire an engine over an entire division. It is, therefore, necessary to relieve them at an intermediate point and secure fresh firemen.

Mr. Phillips: Do you understand that the train crew and the engine crew run through from one terminal point to another?

Mr. Moore: So far as I know.

Mr. Phillips: I mean the engineer and the train crew?

Mr. Moore: So far as I know they do, yes, sir.

Mr. Phillips: And a relief fireman is provided at an intermediate point?

Mr. Moore: Yes.

Mr. Phillips: Then, they really have two firemen over that division?

Mr. Moore: Yes, sir.

Mr. Phillips: But not two on the engine at the same time?

Mr. Moore: That is my understanding.

Mr. Phillips: What road is this, please?

Mr. Moore: That is the Great Northern.

Mr. Phillips: Have you included the rule here, in your book of compilations of schedule rules?

Mr. Moore: Yes, sir.

Mr. Phillips: Turn to the next page now, Mr. Moore. Page 323, "Cleaning Locomotives, Article 14".

Article 14, Paragraph 1, is as follows:

"*Cleaning of Locomotives.* On railroads where firemen are required to clean locomotives, they shall be relieved of such service".

On how many roads, parties to this arbitration, are firemen required to clean engines, all or any part?

Mr. Moore: There are eight roads on which these schedules either have no rule relieving firemen of cleaning engines or have rules partially relieving firemen of cleaning engines.

Mr. Phillips: How many roads have rules by which firemen are fully relieved of cleaning engines?

Mr. Moore: There are fifty roads on which firemen are relieved of all cleaning of engines.

Mr. Phillips: Do you say that of the eight roads having no such rule some have no rule at all.

Mr. Moore: Yes.

Mr. Phillips: How many of them have no rule at all in their schedules?

Mr. Moore: The Bellingham & Northern; the Gulf & Interstate; the Missouri, Oklahoma & Gulf; the Oregon Short Line, and the Texas & Gulf have no rule in their schedules.

The Denver & Rio Grande; the Duluth, South Shore & Atlantic; Mineral Range; Kansas City Terminal, and Louisiana & Arkansas have rules which require firemen to do more or less cleaning.

Mr. Phillips: Well, on these roads having no rule, do you know whether firemen are required to clean engines?

Mr. Moore: I do not.

Mr. Phillips: Are these rules, relieving firemen from all cleaning, uniform in their language?

Mr. Moore: To a very large extent they are. On most roads, the rules read, in effect, "Firemen shall be relieved of all cleaning of engines."

Mr. Phillips: Turn now to page 330, please. Article XIV. Setting up wedges. Filling Grease Cups and Cleaning headlights.

Article XIV, Paragraph 2, is as follows:

"Setting up wedges, filling grease cups and cleaning headlights... Where Engineers and Firemen are required to set up wedges, fill grease cups or clean headlights, they shall be relieved of such service at all points where roundhouse, or shop force, or an engine watchman is employed."

Are firemen required to fill and care for headlights on any of the roads parties to this movement?

Mr. Moore: On a majority of the railroads the schedules for firemen have not referred to this particular service. There are two roads, the Great Northern, which specifies that firemen shall be relieved of this work at terminals, and the Minneapolis, St. Paul & Sault Ste. Marie, which specifies that firemen shall be relieved of this work at points specified, but whether or not the firemen are relieved of this work on all the other roads, I am not prepared to state, and it distinctly specifies in those two schedules where firemen are relieved of this work.

Mr. Phillips: Is there anything in the rules indicating that firemen are required to fill grease cups?

Mr. Moore: No, sir. I have been unable to find a rule that has any bearing on that subject.

Mr. Phillips: Turn next to page 332. This article is also numbered 14. Is that a subdivision of the article appearing on the preceding page?

Mr. Moore: Yes, sir. This article, as it appears in the proposition submitted, has been divided into different subjects, and the article listed under the different subjects.

Mr. Phillips: On how many roads are rules found providing that supplies will be placed on engines by shop force or roundhouse force or other employes besides the firemen?

Article XIV, Paragraph 3, is as follows:

“Placing of Supplies on Locomotives. Where Engineers and Firemen are required to place on or remove tools or supplies from locomotives, fill lubricators, flange oilers, headlights, markers or other lamps, they shall be relieved of such service at all points where roundhouse, shop force, or an engine watchman is employed.”

Mr. Moore: On fifty railroads such rules are found.

Mr. Phillips: Practically all of the roads in this movement?

Mr. Moore: Yes, sir.

Mr. Phillips: Does that include all the trunk lines, the large systems?

Mr. Moore: Yes, sir, it includes all large roads.

Mr. Phillips: Are the lubricators filled by the roundhouse force on any roads?

Mr. Moore: The schedules indicate that, on six railroads, the lubricators are filled by the roundhouse force.

Mr. Phillips: Is there a specific schedule rule so providing on those roads?

Mr. Moore: Yes, sir.

Mr. Phillips: The rule is here reproduced?

Mr. Moore: Yes, sir.

Mr. Phillips: Turn to page 341, Article 15, Official Record of Weights on Drivers.

Article XV is as follows:

“Official Record of Weights on Drivers. For the purpose of recording weights on drivers, each railroad, parties to this agreement, will permanently post bulletins at all terminals showing accurate service-weights of all locomotives.”

Have any of the firemen’s schedules rules providing that the official weights of locomotives on drivers will be posted and made known?

Mr. Moore: No, sir, no rule of that character.

Mr. Phillips: If the request made herein, outlined specifically in Article 2, I believe, that rates of pay for engineers and firemen should be based upon weights upon drivers, would such a rule be necessary, in your judgment?

Mr. Moore: I would think so, yes, sir.

Mr. Phillips: The next page, please, 342; Article 16. Throwing Switches and Flagging.

Article XVI is as follows:

“Throwing Switches and Flagging. Engineers and Firemen will not be required to throw switches, flag through blocks, or fill water cars.”

How many rules in the schedules for firemen, on these western railroads,—or rather in the schedules for firemen for these western railroads,—in how many are rules found relieving firemen from throwing switches?

Mr. Moore: There are ten roads in the schedules for which are found rules relieving firemen from throwing switches.

Mr. Phillips: Do any of the roads relieve firemen of flagging through blocks, as provided in this proposed rule?

Mr. Moore: On one road, the Chicago & Alton?

Mr. Phillips: On how many roads are firemen relieved of filling water cars?

Mr. Moore: On one road, the Kansas City Southern.

Mr. Phillips: Are water cars, from your knowledge, not from the schedules, used on very many railroads—I mean the auxiliary water car, or a tank car in addition to the tender of the engine?

Mr. Moore: From my personal knowledge I know they are used quite a bit in the south, especially during the dry periods of the year.

Mr. Phillips: Article 16 is the last article of the submission to arbitration, is it not?

Mr. Moore: Yes, sir.

Mr. Phillips: Now, turn to page 347. I understood you to say, at the outset, that you had grouped a number of rules under different headings or captions, for the purpose of ready reference or information of anyone concerned; is that correct?

Mr. Moore: Yes, sir.

Mr. Phillips: Have these rules anything to do with the articles submitted to arbitration?

Mr. Moore: Nothing whatever.

Mr. Phillips: Are they rules covering conditions of service, or other matters pertaining to the work of locomotive firemen that are not contained in the rules submitted to arbitration?

Mr. Moore: Yes, sir. I have taken the articles of the schedules which do not come under the sixteen propositions, and grouped them under the remaining divisions as contained in this book.

Mr. Phillips: I believe you explained earlier, Mr. Moore, where, from time to time, within brackets, may be seen figures, as at the end of this first paragraph, “p. 20,” and at the last of that same article, “p. 7 and 8”—those refer to page numbers of the schedules from which these rules were taken?

Mr. Moore: Yes, sir.

Mr. Phillips: What is the meaning of that “39” with a symbol or asterisk within parentheses, at the top of the page?

Mr. Moore: That is a number which I used in designating the schedule articles which appear under this subject, called first in and first out. The number will also appear after the other subjects in the remaining part of this book, and simply

indicates that the schedules from which this book was compiled, have the reproductions appearing under each of the subjects numbered, with the number following the subject.

Mr. Phillips: Has it any reference to the subject matter?

Mr. Moore: Nothing whatever. Only for my own convenience.

Mr. Phillips: If the Board please, it has been my purpose to endeavor to bring out the fundamental points in the volume, as they apply to the articles submitted to arbitration.

Now, I would ask to inflict upon you, if I may use the term, the knowledge that all of these rules are found herein, and may be readily referred to, and we hope that that may be of some assistance to you. That is all.

The Chairman: You may cross-examine the witness.

Mr. Sheehan: May I remain seated?

The Chairman: If you prefer to do so. It is customary in my country for counsel to remain seated while examining the witnesses, and we will make it the custom here, for the time being.

Mr. Sheehan: The use of these books will be a little more convenient for me.

CROSS EXAMINATION.

Mr. Sheehan: Mr. Moore, I understood you to say, upon direct examination, that there were fifteen roads having a five hour day in the western territory. Will you enumerate what fifteen roads you had in mind in making that statement?

Mr. Moore: If my recollection is correct, I specified that there were fifteen roads which have a five hour day or better, or twenty mile speed basis per hour or better. Those roads, as I have them listed, are the Denver & Rio Grande; the El Paso & Southwestern System; the Houston & Texas Central; the Houston East & West Texas; the Illinois Central; the Kansas City Southern; the Missouri & North Arkansas; the Missouri, Kansas & Texas; the St. Louis & San Francisco; the St. Louis, Brownsville & Mexico; the San Antonio & Aransas Pass; Southern Pacific, Atlantic System; Southern System, Pacific System; Wabash, and the Wichita Valley.

Mr. Sheehan: The Illinois Central schedule is shown at page 27 of your tabulation. Will you kindly state which one of the

provisions appearing at page 27 makes that a five hour day in passenger service?

Mr. Moore: I beg your pardon, but that is a list of roads covering those which have a five hour day or better, or twenty miles per hour speed basis or better. No, I beg your pardon. I have got the wrong one. The second paragraph provides "Overtime in passenger service will be computed on a basis of twenty miles and paid at the rate of 10 miles per hour." That is a speed basis of twenty miles per hour.

Mr. Sheean: On a passenger run of 140 miles, at what time would overtime begin?

Mr. Phillips: If the Board please, I do not wish in any way to interfere with cross-examination. I believe, however, this witness has only qualified so far as to vouch for the accuracy or the correctness of these rules, as they are reproduced from the different schedules. The rule here is reproduced exactly as it appears in the schedule of the railroad, and I doubt if the witness is qualified to answer all such questions. In fact, gentlemen, I doubt if anybody could answer all such questions. I am sure he can answer this question. The reason I rise at this time, is to call your attention to the fact that this witness is not qualified to pass upon the meaning, interpretation or application of these rules. I have no objection to his answering this question.

Mr. Sheean: My only purpose, if the Board please, was this and this alone: the witness, as I understood his testimony, grouped a certain number of roads as having a five hour day basis, or a rule similar, if you please, to the request here. I wanted to ascertain from him how close that similarity was with these different rules, or why he grouped a certain number of roads under the heading of a five hour day, or twenty mile per hour speed basis, in the computation of overtime. Of course, if the witness was called only for the purpose of verifying the correctness of these printed rules, and no attention was to be paid to his classification as to how many roads fall under the five hour day, or eight hour day, or any other day, I assume I would not have the right to cross-examine. It was only upon the groupings that he had made, I desired to ask a few questions.

Mr. Phillips: As I stated, if the Board please, I have no objection to the witness answering this question. It is one of the

simplest questions that ever comes before railroad men, engineers or firemen. The only thing to which I wanted to call attention was that this witness is not qualified as a schedule expert, or a man prepared to interpret either the schedules or rules he has reproduced, or the articles submitted to arbitration. He has compiled the articles submitted to arbitration into a volume, including there all the articles from the various schedules bearing upon the same subject, for the purposes of comparison. I will be very glad to have the witness answer this question, as I have said.

The Chairman: Any question that is calculated to test the extent of the knowledge of the witness as respects any testimony that he may have given, of course would be competent. The witness may state the extent to which he has qualified himself.

Mr. Moore: Will you state the question again, please?

Mr. Sheean: Rather than go back, will you turn to the provision in the Illinois Central schedule to which you referred—on a 40 mile passenger run. At what time would overtime begin?

Mr. Moore: Not being familiar with the application of the rule, I would say, offhand, from my understanding of its reading, that overtime would begin with the expiration of the seventh hour.

Mr. Sheean: And, if a man had a 160 mile passenger run, at what time would the computation of overtime begin?

Mr. Moore: I would say, in the same manner as I did before, that overtime would begin with the expiration of the eighth hour.

Mr. Sheean: And, under this rule all additional time would be paid for at the rate of 10 miles per hour?

Mr. Moore: That is my understanding of the rule, yes, sir.

Mr. Sheean: Now, is there, Mr. Moore, in any of the schedules to which you have referred and which you have tabulated here, a rule as broad as Paragraph 1, of Article 1, applying to all classes of passenger service, whether suburban, turnaround, branch or through.

Mr. Moore: There are a number of roads which have a rule specifying that five hours or less—

Mr. Sheean (Interrupting): In all classes of passenger service?

Mr. Moore: (Continuing)—Will constitute a day, in regular passenger service, and some of the schedules have a separate rule providing for irregular or extra passenger service, and some of the schedules also have an entirely separate rule providing for suburban service and short turn-around service; but, I am not prepared to state the exact number of schedules which have those rules.

Mr. Sheean: Can you tell me any road that has a schedule provision that makes no exception or separate provision for branch, turn-around and suburban, and that does apply this paragraph to all passenger service?

Mr. Moore: I cannot state there is such a schedule.

Mr. Sheean: Are you not quite sure that there is no such schedule that, without exception as to turn-around or branch service, makes universally applicable, as this request does, this basis to all passenger service?

Mr. Moore: Of course, I have not made a study of this work with a view to determining just what each rule means or how it is applied; but, so far as I recollect, in the work necessary for the reproduction of these articles under the separate headings, I have been unable to find a rule that is similar to this rule and applicable to all classes of passenger service.

Mr. Sheean: This makes no exception for suburban?

Mr. Moore: In the reading of it, it does not.

Mr. Sheean: Or, for turn-around?

Mr. Moore: There is no exception.

Mr. Sheean: Or, for branch line service?

Mr. Moore: No, sir, not in the rule.

Mr. Sheean: Or, for any series of short runs?

Mr. Moore: No, sir, not in the rule.

Mr. Sheean: Now, as to the payment of overtime in that same rule, "overtime in passenger service will be computed and paid for on a basis of 20 miles per hour, at rate for each class of engine used." Have you found any schedule in your search that applies that method of paying overtime to all classes of passenger service, making no exception for turn-around, suburban or branch line?

Mr. Moore: There are a few roads on which overtime is figured on the basis of 20 miles per hour and paid for pro rata;

but I do not recollect of any road which has that provision for all classes of passenger service.

Mr. Sheean: So that, when you spoke of there being in the schedules provisions similar to these, you meant that schedules generally provide for the basis of a day's work for some rate of overtime, and for the method and manner of computing that overtime?

Mr. Moore: I just mentioned the roads as I found them in the schedules which had a five hour day or better, or, rather, a provision for a five hour day or better, or 20 miles per hour or better, for passenger service.

Mr. Sheean: But, Mr. Moore, as I understood you, there was no schedule that you examined that made such a provision applicable to all classes of service, on any line?

Mr. Moore: No, I do not recall any schedule. The fact of the matter is I did not investigate that point. There are, as I have stated, schedules that have a provision for the payment of overtime in passenger service, as stated.

Mr. Sheean: But, not applicable to all of the passenger service of that road?

Mr. Moore: No, sir. I have stated that, I believe.

Mr. Sheean: You did observe, did you not, Mr. Moore, that exceptions were made to cover turn-arounds, usually of a certain length or designated or otherwise.

Mr. Moore: Yes. I noticed that in reproducing the articles, but, not to the extent that I could designate the roads on which those exceptions are made.

Mr. Sheean: I did not mean you had classified them, but you did find general recognition of the principle that on short turn-around runs the schedules of the different roads should make provision covering that kind of service.

Mr. Moore: I am not prepared to state that it was a general proposition. There are, however, some schedules with exceptions; but, as stated, I do not know how many. I would not say it was a general proposition.

Mr. Sheean: Well, you would say that it was a general proposition that there were exceptions made to the application of a rule at all similar to the rule that is incorporated here, would you not, or I guess you have said it as "universal."

Mr. Moore: So far as I know, there is no schedule that has a rule identical with the one proposed.

Mr. Sheean: Mr. Moore, turning to Article 2, at page 64, I understood you to say that there were seventeen roads on which the basis of pay was made some specified weight on drivers, and quite a large number of the seventeen, I believe, you included because of the fact that, on locomotives above a weight of 215,000 pounds, a certain rate should be paid. How many roads were included in that class in which the only reference to weight on drivers was a single reference to locomotives weighing more than 215,000 pounds on drivers?

Mr. Moore: Well, my purpose in preparing this list was to show the roads which had additional classifications on which the basis of pay was fixed on weight on drivers, to that covered by the arbitration award for firemen in 1910. I believe, however, I stated that of the seventeen roads named, there were perhaps four or five of them which were on a cylinder basis, that is, which had the rates of pay fixed on a cylinder basis or some other basis and the weight on drivers was given on the general classification of locomotives in some part of the schedule.

Mr. Sheean: Even though the weight on drivers, on that particular road, may come within this classification, it would not necessarily follow that the split as to rates was the same in that schedule as it is here.

Mr. Moore: My understanding of the proposition is that, on those roads where they have the weight on drivers only in the classification as a rate of pay, the article in the schedule fixes the rates of pay either upon a cylinder basis or upon some other basis rather than weights on drivers. I think there are four or five roads of the seventeen that I mentioned which have pay provided in that manner.

Mr. Sheean: Well, Mr. Moore, is there any road which makes the number of divisions as to weights on drivers which is incorporated in this request and makes a different rate of pay based on such a classification?

Mr. Moore: I do not believe there is.

Mr. Sheean: What is the highest number of breaks or lines of demarcation in rates on any road, in existing schedules in which the rates are based on weights on drivers?

Mr. Moore: The Southern Pacific—Pacific System, I believe, has the largest number of classifications in which rates of pay are fixed upon weight on drivers; but the highest number which I have listed here is eight, for the Atchison, Topeka & Santa Fe—Coast Lines. That is, there are eight different rates of pay based on weights on drivers, provided in the schedule. I am quite sure, however, that the Southern Pacific—Pacific System has a larger number than that.

Mr. Sheean: Have you found any road on which the rates of pay separate or divide at the weights on drivers which are indicated in this schedule?

Mr. Moore: I did not investigate that feature.

Mr. Sheean: So all you meant as to Article 2, as to your comparison, was that you found recognition of the principle of weights on drivers being a proper basis on which at some point to make some division of rates?

Mr. Moore: I would not put it exactly in that way. I just simply intended to reproduce that part of each schedule which provides pay for weight on drivers, for one or more classifications. That was my sole purpose.

Mr. Sheean: I do not think we disagree, Mr. Moore. I mean you made no comparison to ascertain whether at the point of 200,000 pounds' weight on drivers there was recognition that that locomotive should take a different rate from one which weighed 199,000 on drivers?

Mr. Moore: No, sir, I did not investigate that.

Mr. Sheean: As to where the dividing point should be, or what the division should be, you made no comparison?

Mr. Moore: No, sir, none whatever.

Mr. Sheean: And your deduction was simply that weight on drivers was a proper basis to be considered in connection with the change of rates?

Mr. Moore: Well, I cannot say that I made any deduction. The fact is, I had nothing along that line. I have just simply reproduced the articles as they appear. My sole purpose in preparing this exhibit was simply to group under each of these articles the schedule of rules exactly as they appear in the schedule. That was my sole purpose.

Mr. Sheean: I understand that as to the grouping; but I understood your testimony in connection with that was that you

found a certain number which based their rates on weights on drivers.

Mr. Moore: Yes, sir.

Mr. Sheean: But, whether that basing was made on the basis here made, you did not consider?

Mr. Moore: No, sir, I did not investigate that.

Mr. Sheean: In speaking about the part of Article 2, which is set out at page 105, I understood you to refer to circus trains and breaking in engines, and snow plow service as falling under the head of "other unclassified service" appearing in this proposed rule. If you find specified schedule provisions covering circus trains, snow plow service, and breaking in engines, is that still unclassified service?

Mr. Moore: I would consider it so, in connection with this rule, because it is not specified in this rule.

Mr. Sheean: Then, notwithstanding specific schedule provisions as to circus train or breaking in engines, it was intended that this rule should replace all those specific rules in the schedule?

M. Moore: That was the impression I had when I compiled this book, but, whether I am correct in that impression or not, I would not like to state; but, I took the rule and, of course, prepared the reproductions in accord with my understanding of the rule, without being advised as to what each rule meant. I understood that the purpose of the rule was to provide through freight rates pay for the work specified in the rule and in addition to the work specified in the rule, for other classes of service which were not specified in the rule, which could be considered in connection with the freight movement.

Mr. Sheean: It was just in connection with those words "all other unclassified service" that I wanted to inquire what might be your reason for including certain classes of work already covered by schedule provisions?

Mr. Moore: I am under the impression that it includes everything not specified in the rules—circus trains, and breaking in engines, and things of that character.

Mr. Sheean: Then, certain things could just as well be added to that enumeration if it was intended that they should take other rates, and not leave blind what was covered by the general terms "other unclassified service"?

Mr. Moore: I find that, in reproducing the articles for this table, there was no exact comparison in the schedules as to the different classes of service covered. Some schedules would have an article providing for breaking in engines. Perhaps another schedule would not have that article. Some schedule would have an article providing for circus train service, and most schedules did have an article of that kind but there are a few that did not have an article of that kind and, from that, I gained the impression that this rule was to cover all of those kinds of service, and the clause "all other unclassified service" was placed in there for that purpose.

Mr. Sheean: Then, in the detail shown under that rule, you have assembled the rules which cover circus trains and breaking in engines?

Mr. Moore: Yes.

Mr. Sheean: And messenger service?

Mr. Moore: Yes.

Mr. Sheean: As to another part of that same rule I was not quite clear as to your deduction. I think it was at page 164. The rule there set out is:

"On all divisions where grade is 1.8 per cent or over an increase of 10 per cent over valley rates will be paid."

I understood you to say you had found a similar rule in the Great Northern schedule. Was it the Great Northern?

Mr. Moore: Yes.

Mr. Sheean: The Great Northern schedule seems to be set out at page 171.

Mr. Moore: Yes.

Mr. Sheean: And is it the part at the bottom of page 171 which you consider similar to the provision of this request?

Mr. Moore: Yes, it has the same provision upon which the increased compensation is based, 1.8 per cent.

Mr. Sheean: But only for the actual distance covered by such grades—that is in the Great Northern rule?

Mr. Moore: Yes.

Mr. Sheean: Whereas, your request is, on all divisions where the grade is 1.8 per cent or over, this ten per cent increase shall be paid?

Mr. Moore: Yes.

Mr. Sheean: Do you know, as a matter of fact, whether or not on the Great Northern Railway there is any place at which this rate is paid, other than between the points named in that paragraph at the bottom of page 171?

Mr. Moore: No, sir, I have no knowledge of the application of the rule.

Mr. Sheean: You know nothing about that?

Mr. Moore: No, sir.

Mr. Sheean: I believe you said there were differentials of one or another kind provided for in the schedules of eleven of these roads. Have you made any comparison or tabulation as to how many of the roads involved operate in mountain territory?

Mr. Moore: No, sir, only just from what I know generally of the geographical lay of the country.

Mr. Sheean: Are there any roads operating in mountain territory that do not make some provision in keeping with the situation on each particular line, for taking care of the situation that may exist on that particular line?

Mr. Moore: I am not prepared to state.

Mr. Sheean: In some cases there were allowances in miles?

Mr. Moore: Yes.

Mr. Sheean: The great majority of the schedules, however, have certain specified runs enumerated in the schedule, have they not, as to which a through freight rate is paid or a freight mileage allowance made?

Mr. Moore: Yes. In quite a number of rules reproduced here they have that kind of a provision.

Mr. Sheean: Specifically setting out the points between which the rates shall carry or the allowances shall be made?

Mr. Moore: Yes. There are some of the rules here that have that provision.

Mr. Sheean: But you have made no effort to ascertain just what the facts were on any one of those particular runs, and why a certain particular number of constructive miles was allowed in the one case, or whether there was any similarity between the conditions on the two lines?

Mr. Moore: No, sir, I have simply reproduced the article, that is all.

Mr. Sheean: And the only effort to express in a geograph-

ical relationship the grades that you have found in any schedule is this Great Northern schedule, which provides for the application of that rate for the actual distance covered by such grades?

Mr. Moore: That is the only schedule that is anything at all like the rule requested.

Mr. Sheean: Or anything which attempts to state any percentage relationship between a named grade and a named rate or percentage of a rate?

Mr. Moore: So far as I know, it is the only rule.

Mr. Sheean: At page 177, is the narrow gauge provision. I think, however, you said, as to the application of the other rules, the automatic release, tie-up, initial and final terminal delay, and all that, as to its applicability to narrow gauge—

Mr. Moore: I do not know whether it applies to that service or not.

Mr. Sheean: As to whether this five per cent increase covers only rates, or whether all the other things were applicable to narrow gauge service, you know nothing?

Mr. Moore: I made nothing of the application of the schedule.

Mr. Sheean: Are all the definitions which you found—definitions of local and way freight—set forth in the summaries following page 182?

Mr. Moore: Yes.

Mr. Sheean: When you spoke of there being a differential allowed or provided in schedules, you simply meant that there was some differential, not a percentage differential?

Mr. Moore: No, sir, quite a number of roads have a 25 cent higher rate of pay for local freight service than for through freight service. Some, however, have a lesser or smaller difference than that, and others a greater difference than that.

Mr. Sheean: I believe you said the nearest to the definition which you proposed was found in the schedule of the Chicago & North Western and the Chicago Great Western?

Mr. Moore: Well, I do not know as it is the nearest. I read the rule for the Chicago & North Western and the Chicago Great Western because they were handy to the article. There are five other roads, however, which give a rule that I did not read and that appears in the text matter reproduced under this article.

Mr. Sheean: Is there any one which gives the definition which you now propose?

Mr. Moore: I do not think there is any that gives the exact reproduction of the article we are requesting.

Mr. Sheean: Do you know of any road which defines or attempts to define way freight that does not have specifically stated, in connection with the definition, that such definition shall not be construed to apply to through freight trains setting out or picking up carloads or handling small lots?

Mr. Moore: I am under the impression that each of the definitions given has a qualifying clause.

Mr. Sheean: And substantially in the form that I have given?

Mr. Moore: Somewhat similar to that, yes, sir.

Mr. Sheean: Well, substantially in the form given in the definition of the Chicago & North Western and of the Chicago Great Western to which you refer? Something similar to that?

Mr. Moore: I would not like to state positively that that is a fact, because I do not just recall the reading of the rule under the other roads.

Mr. Sheean: In connection with the part of Article 3 which is set out at page 201, Mr. Moore, I think you said that you found no rule in this language in any schedule.

Mr. Moore: I do not believe that any schedule contains a rule exactly like the one requested.

Mr. Sheean: Well, is there any rule in any schedule which even exactly or remotely resembles the provision that you have in this request: "Unless cars to be picked up are first out, or cars to be set out are switched together at terminals," extra pay shall be given therefor.

Mr. Moore: That term is used in one or more of the schedules, but then I cannot just tell you just what schedule it is. I recollect, though, very vividly having noticed that particular term in one or more of the schedules—I cannot say the exact number.

Mr. Sheean: I think you enumerated as among the roads which made some allowance for this kind of work, the Chicago, Burlington & Quincy, for instance. Its rule is set out at page 203. Is the third paragraph of that rule of the Chicago, Burlington & Quincy, on page 203, the rule which you considered a rule similar to this request?

Mr. Moore: No. I would consider the first paragraph coming under that because of the provision: "When way-freights are annulled and through freights are required to do way freight work, such as unloading freight at stations and doing station switching other than picking up and setting out cars, the fireman will be paid way freight rate." That would provide additional compensation. The second paragraph, however, would seem to me—I am not prepared to state what is meant there by full time, whether it is full freight time or full way freight. I do not know the application of the rule.

Mr. Sheean: The third paragraph specifically provides, however, does it not, that all such work as that may be made use of by the company, in order to give an equivalent for the ten hour service which it is required to pay for?

Mr. Moore: Yes, sir.

Mr. Sheean: Does this rule contemplate, or even make possible,—this request that is presented here,—utilizing any of this work for the purpose of receiving ten hours' work for ten hours' pay?

Mr. Moore: The last paragraph distinctly specifies, "When ordered to do construction or wrecking work in the course of a trip, full time will be paid by the hour for such work"?

Mr. Sheean: Where was that?

Mr. Moore: The last paragraph under the reproduction.

Mr. Sheean: Oh, the Chicago, Burlington & Quincy Rule?

Mr. Moore: Yes, sir, the last paragraph there under the Chicago, Burlington & Quincy provides that "When ordered to do construction or wrecking work in the course of a trip, full time will be paid by the hour for such work."

Mr. Sheean: Do you happen to know what the wrecking rule of the Burlington Road is?

Mr. Moore: I do not know, except as it appears right here.

Mr. Sheean: Or their work train rules?

Mr. Moore: So far as I know, this is the only work train rule they have.

Mr. Sheean: Well, Mr. Moore, is there—you misunderstood my last question—is there anything in this part of Article 3, which is set out at page 201, which either contemplates or permits that the Company shall have the same privilege which

is contained in the third paragraph of this Burlington Rule, viz.: that when work of this sort, added to other work, makes neither 100 miles nor 10 hours, the Company shall have the right to use that time in filling out the 10 hours for which it pays?

Mr. Moore: Well, it is possible, I suppose, under this rule—while I don't know the application of it—that there be no payment for this time until after ten hours' service has been rendered on a trip; but, certainly, in the event of a trip consuming 10 hours, or 100 miles, they would be allowed extra compensation or be allowed the through freight rate for the service specified here.

Mr. Sheean: Well, but does not your rule specifically provide that this shall be paid for at the same rate, be paid for at overtime rates in addition to the time or the mileage made on the trip?

Mr. Moore: Yes, sir.

Mr. Sheean: So that, no matter what the time or the mileage may be, this must in all cases be added to it, must it not?

Mr. Moore: Under the rule requested.

Mr. Sheean: Under the rule requested?

Mr. Moore: I would judge so.

Mr. Sheean: And your overtime rate in freight service is time and a half, is it not?

Mr. Moore: The overtime rate requested, yes, sir.

Mr. Sheean: So that, if this request were granted, for work of this character at any station, when done by a through or irregular freight train, you would be paying one and a half times what would be paid if it were done by a regular train?

Mr. Moore: Well, as to that I could not state, because I do not know.

Mr. Sheean: Well, you do know that this provides for paying it overtime, and that another part of the schedule provides time and a half.

Mr. Moore: Yes, but I do not understand the application of the request under an overtime feature in connection with paragraph 3. As stated, my connection with the preparation of this work was simply to produce the stated articles as they appear and, of course, in doing so I took what I would infer from the plain and obvious reading of the rule, any rule

that had reference to the particular request contained in the second part of Article 3.

Mr. Sheean: Mr. Moore, in the part of the request set out at page 218, in your enumeration of roads now having a ten hour day on switching service, did you find any road which pays ten hours for nine and a half hours' service in existing schedules?

Mr. Moore: Practically all railroads provide that ten hours or less shall constitute a day's work.

Mr. Sheean: And they also provide for the meal hour being granted, and, if the full hour be taken, it shall be without pay when they are released at noon?

Mr. Moore: At the regular specified time?

Mr. Sheean: At the regular specified time.

Mr. Moore: Yes, sir.

Mr. Sheean: Well, this rule says ten hours from the time the man reports for work, less one-half hour, which must be allowed him, ten hours' pay accrues.

Mr. Moore: I understand the rule to be to that effect.

Mr. Sheean: Well, is there any schedule in force in the territory now which provides for ten hours for nine and a half hours' service, or which provides—put it the other way—for paying ten hours for a continuous service, of which one-half hour shall be taken for the meal hour?

Mr. Moore: There are two schedules which are indistinct, so far as I have been able to determine. That is, there are two roads which provide for only a twenty minute meal hour. Now, I don't know whether that time is calculated continuously or not. I could not determine from the schedule. The B. & O., Chicago Terminal and the Chicago & Western Indiana, have a rule only to provide 20 minutes for meals. It is possible on these two roads the time may be computed continuously, but I could not determine that fact from reading from the schedules.

Mr. Sheean: But, aside from those, unless those make provisions or the practice under them does give that, you know of no practice such as is required here on any western road as shown by its schedule?

Mr. Moore: No, sir, I do not know of a schedule that provides for continuous time.

Mr. Sheean: Do you know of any schedule in switching that provides for pay for weight based on drivers?

Mr. Moore: So far as I know, the rates of pay are generally fixed for the class of yard in which the engine is used.

Mr. Sheean: Well, do you know of any schedule, or did you find any schedule at all in which they based the rates in yard service on the weight on drivers?

Mr. Moore: There are several schedules—I cannot state just the exact number—that provide for a higher rate of pay than is the usual practice in a yard, but I am unable to recall whether that is based upon the fact that the rate of pay is on weights on drivers or not. The fact of the matter is, I did not make an investigation along that line.

Mr. Sheean: Did you find any schedule—provision in which there is a different rate of pay between night and day crews?

Mr. Moore: No, sir, there is no schedule distinguishing to that effect for firemen.

Mr. Sheean: And no practice, so far as you know, in this entire territory?

Mr. Moore: Not for firemen.

Mr. Sheean: Or, for engineers? Well, you examined only the firemen's schedules?

Mr. Moore: Yes, sir.

Mr. Sheean: At page 246, Mr. Moore, "Preparatory Time," this rule, Article 5. If this request becomes a rule, is there any kind of service, of either an engineer or fireman, in which a road by any kind of operation could avoid paying for ten and a half hours, at least, any time he goes to work?

Mr. Moore: My understanding of the rule would be that they would be allowed thirty minutes in addition to the minimum day of ten hours.

Mr. Sheean: So that, there is no possible way of operation in which the railroads could escape paying at least ten and a half hours to every man every time he went to work?

Mr. Phillips: Now, if the Board please, I do not wish to curtail the cross-examination, but I doubt the competency of this witness to answer questions of that character. He has stated that he does not—

Mr. Sheean: Well, is there any dispute about that?

Mr. Phillips: I do not know that there is.

Mr. Sheean: Do you know of any way by which any rail-

road can escape paying at least ten and a half hours on every day's service, together with the initial and final terminal delay?

Mr. Phillips: I am perfectly willing to take the witness stand, if counsel for the railroad desires to subpoena me, and answer that question.

Mr. Sheean: I do not want to examine about matters that are not in dispute. It is merely to determine whether or not that is the case.

Mr. Phillips: Gentlemen of the Commission, we will introduce plenty of competent witnesses to enable all of this information to be brought out. It is not our desire, let us assure you, to curtail this cross-examination, but, as has been stated, this witness has made a compilation for the purpose of reference. We are very glad that he shall make as full an explanation as he is qualified to make, but he cannot, I do not believe, interpret the meaning of the rules in these schedules or rules that have been submitted to arbitration, and I doubt if very many gentlemen present can, even the men who work under them or the men who administer them.

Mr. Sheean: Mr. Phillips, do I understand you to say that you will put some one on——

Mr. Phillips: Oh, yes, indeed, we shall have witnesses.

Mr. Sheean: To interpret the meaning of each of these rules?

Mr. Phillips: Yes. I will say this: the deplorable condition in which Mr. Cadle found himself today prevented him from continuing his testimony. Had he remained on the stand, we hoped he would cover all this examination. It was necessary for us to substitute this witness in an emergency, and, as I stated, he is not prepared to pass upon the bearing of these rules.

Mr. Sheean: That is entirely satisfactory to me. I just wanted a question or two to know why he grouped certain roads under certain headings and, under the assurance of the representatives of the men, that someone will be placed on the stand as to what their interpretation of a particular part of the request may be, I won't press that at all with this witness.

On that preparatory time, though, Mr. Moore, I wanted to know the names of the two roads on which you found an arbitrary allowance?

Mr. Moore: If my recollection is correct, I specified the four roads.

Mr. Sheean: Four roads?

Mr. Moore: Yes, sir.

Mr. Sheean: What were they?

Mr. Moore: The Canadian Northern; the Canadian Pacific; the Duluth, Winnipeg & Pacific; the Esquimalt & Nanaimo.

Mr. Sheean: Duluth, Winnipeg & Pacific has been treated as a part of the Canadian Northern, has it?

Mr. Moore: That may be a fact, but then we have separate schedules for the two parts.

Mr. Sheean: And the Esquimalt & Nanaimo is part of the Canadian Pacific, is it not?

Mr. Moore: That may be so, too, but we have separate schedules for the two properties, and, of course, I have used the four schedules.

Mr. Sheean: Will those two make an arbitrary allowance of thirty minutes, those four, whether it be two or four?

Mr. Moore: They make an arbitrary allowance of thirty minutes yes, sir.

Mr. Sheean: Are those the only ones on which you found an arbitrary allowance of thirty minutes, in addition to the time or miles of the road?

Mr. Moore: Those are the only ones which I have found.

Mr. Sheean: Now, turning to page 333, Mr. Moore, are those the same roads which specifically require in their schedules, among the duties of firemen, that the fireman shall fill torches and oil feeders, fill lubricators at terminals, fill all lamps and care for all lamps other than headlamps, and blow out same on arrival at terminal, unless otherwise directed?

Mr. Moore: Pardon me; what page are you on?

Mr. Sheean: Page 333. Strike out the question. The same roads which provide for an arbitrary of thirty minutes to be added to the time or miles of the trip, enumerate, do they not, as shown at page 333, various and sundry duties required of the firemen on those lines, which are not required on any other lines?

Mr. Moore: Some of the schedules under Article 5, "Preparatory Time," do not specify what the requirements of the firemen are.

Mr. Sheean: No, but Mr. Moore, the only two roads or the

only four roads which give this arbitrary of thirty minutes. are the ones you have enumerated, I believe.

Mr. Moore: Yes, sir.

Mr. Sheean: Those are the same roads which enumerate, at page 333, a great many duties from which roads generally have exempted firemen?

Mr. Moore: Yes, sir, I notice on page 333 that certain duties are required of firemen which perhaps on some roads they are not required to perform.

Mr. Sheean: Well, is it not true that the schedules specifically provide that they shall be required to perform these duties on nearly all the other roads?

Mr. Moore: They are required to perform some of these duties on a great many of the roads. For instance, there are only a comparatively few roads which relieve firemen from filling lubricators.

Mr. Sheean: How many require firemen to fill torches and oil feeders—in the States?

Mr. Moore: I do not recall any schedule that as a rule relieves firemen of performing that service. There may be a few schedules, but very few.

Mr. Sheean: Do you know of any practice where it is required?

Mr. Moore: I know of no practices on any railroad, except the one from which I come, and, on that road, we fill torches and we fill lubricators also and the oil cans, and we receive no preparatory time.

Mr. Sheean: Did you do any of the other things that are enumerated in the duties of firemen?

Mr. Moore: We had to take in our flags and put them out, when they were used.

Mr. Sheean: Did you fill the lamps?

Mr. Moore: We had electric lights.

Mr. Sheean: No lamps at all to care for?

Mr. Moore: No, sir.

Mr. Sheean: Any markers?

Mr. Moore: No, sir; usually they had incandescent lights, no markers.

Mr. Sheean: Never ran down there at all with anything except incandescent markers, while you were in service?

Mr. Moore: Most of the States down in that part of the country have a law requiring electric headlights, and the companies have equipped the cabs with electric lights and the markers.

Mr. Sheean: At page 322, Mr. Moore, with reference to the request for two firemen, is there any provision in the Great Northern schedule, as set forth here, which is applicable to anything other than Mallet engines? What I mean is, is the only provision that is made in the Great Northern schedules one pertaining to Mallets?

Mr. Moore: The rule provides that firemen on hand fired coal burning Mallet engines—and, while I don't know the strict application of it, I would infer that it applies only to Mallet engines.

Mr. Sheean: Well, all that I meant, Mr. Moore, was, whether or not there was any provision other than the one limited to hand fired Mallets?

Mr. Moore: This is the only provision I find in the schedules.

Mr. Sheean: Do you know how many hand fired Mallets they have there?

Mr. Moore: I have no knowledge.

Mr. Sheean: Hand fired coal burners, I mean, of course. When you said, Mr. Moore, that some rule similar to the one set out at page 341, with reference to official record of weights on drivers, was in your judgment necessary, I assume you meant some satisfactory means, whether by bulletin or otherwise, so that the men might have information as to the weights as recorded?

Mr. Moore: Yes, sir.

Mr. Sheean: And not necessarily limiting it to the bulletin, if some other method was advised or agreed upon as necessary or agreeable?

Mr. Moore: It would be necessary for the men to have the information requested.

Mr. Sheean: And when you said that you thought this provision necessary, all that you meant was that you had in mind some provision that would advise the men; not necessarily the exact provision here or the exact language of this provision?

Mr. Moore: Well, I would naturally confine that belief to

the reading of the article, because it appears to me that that would be the simplest way of conveying the information to the men.

Mr. Sheean: Mr. Moore, at page 281, if you will turn there for just a moment, that is Article 8, "Held away from home terminal." You have, have you not, incorporated under that heading, or summarized here, the provisions of the schedule which have any bearing on that particular matter, even though they be not specifically limited to being held away from home terminals?

Mr. Moore: Yes, sir, I have incorporated every article which provides in any manner, payment for being held away from home terminals.

Mr. Sheean: Now, how many did you say were applicable only for messenger service or getting an engine?

Mr. Moore: I did not state the number of roads, in which the rule distinctly refers to messenger service, but, the majority of the roads I named have rules referring to messenger service; I might say solely to messenger service.

Mr. Sheean: How many of them solely to messenger service?

Mr. Moore: There are four of the roads of the 24 that I mentioned, on which the articles refer to service in general and there are—

Mr. Sheean: What four are those?

Mr. Moore: Those are the Canadian Northern; the Missouri, Oklahoma & Gulf, the St. Louis & San Francisco, and the Trinity & Brazos Valley.

Mr. Sheean: Well, the Canadian Northern provides, does it not, for paying simply one day out of each 24 hour period after the lapse of 18 hours?

Mr. Moore: Yes, but it applies—it does not limit the application of the rule, as I would understand from its plain and obvious meaning, but it applies to any character of service.

Mr. Sheean: Now, is there any road which makes provision for the payment of continuous time?

Mr. Moore: Well, I cannot state positively, but, I am under the impression that all the roads that I named, have a provision for the payment of one day for each 24 hours held, or some limitation similar to that.

Mr. Sheean: The messenger man under this rule, together

with the five hour day rule, would be paid for five days in each 24 hour period, would he?

Mr. Moore: I am not prepared to state what the application—

Mr. Sheean: He would be paid continuously, and, if his day were a five hour day, he would get as many days as there was time five hours he was held there?

Mr. Moore: Well, I hadn't thought of that.

Mr. Sheean: Well, you don't find in any schedule of any railroad any provision for paying continuous time, do you, such as I have proposed?

Mr. Moore: Not that I recall.

Mr. Sheean: And the nearest to it is the Canadian Northern which, after 18 hours, will pay 9 hours out of each succeeding 24, they having a 9 hour day up there. They pay one day out of 24 (hours)?

Mr. Moore: I think that is the way the rules generally read.

Mr. Sheean: I think that is all.

REDIRECT EXAMINATION.

Mr. Phillips: I believe counsel for the railroads asked you if there were any roads having a five hour rule for firemen in passenger service, or a five hour day; all classes of passenger service. Would you please turn to the Houston & Texas Central Railroad on page 26. It reads:

“Whenever the time consumed on any passenger trip averages less than 22 miles per hour, 22 miles per hour will be the basis for computing overtime, thirty minutes to be counted one hour, less than thirty minutes not to be counted; overtime pro-rata.”

Would you understand that would apply to all passenger service on the Houston & Texas Central Railroad?

Mr. Moore: I understand that it would apply to all passenger service there for the reason that there are no exceptions made.

Mr. Phillips: The Houston, East & West Texas, on the next page, first paragraph, near the top, reading in nearly the same language. Would you understand that would apply in like manner?

Mr. Moore: Yes, sir, I understand that would apply in like manner, for the reason I see that no exceptions have been made to the rule.

Mr. Phillips: San Antonio & Aransas Pass, on page 45, reads:

“The basis of a day’s work in passenger service will be 100 miles or less, five hours or less.”

Is that generally applicable to the system from the reading of the schedule rules?

Mr. Moore: I would judge so, although I am not familiar with the application of the rule.

Mr. Phillips: Well, on page 32, Missouri & North Arkansas:

“100 miles or less will constitute a day (in passenger service). Overtime will be allowed on basis of 20 miles per hour and paid for at one-tenth of the daily rate for each hour earned.”

Do you find anything in the other rules there which would make any other rate for passenger service or any other basis for a day’s pay in passenger service?

Mr. Moore: Not unless the turn-around proposition about the middle of that reproduction refers to passenger service.

Mr. Sheean: “Turn-around runs,” beginning there, do you mean?

Mr. Moore: Yes; I don’t know if that would be an exception to the rule or not.

Mr. Phillips: Is any time specified for the turn-around run?

Mr. Moore: No time specified, but there is a specification for two trips, two runs.

Mr. Phillips: Well, without attempting to examine you as a schedule expert, if two trips aggregated 100 miles, and five hours were consumed, would you understand that constituted a day under this rule?

Mr. Moore: Yes, sir.

Mr. Phillips: I believe counsel also asked you if any roads were paying overtime at the rate of twenty miles per hour or any other rate than one-tenth of the daily rate.

Mr. Moore: Yes, sir.

Mr. Phillips: Turn again, please, to page 26, Houston &

Texas Central Railroad, the same rule before read, concluding with the words providing for twenty-two miles per hour as the basis for computing overtime, overtime pro rata. Would you understand that overtime would be allowed at the rate of twenty-two miles per hour?

Mr. Moore: That is my understanding of the term.

Mr. Phillips: And, if similar provision appears in other rules, you would understand where the term "pro rata" is used and the train made twenty miles an hour for the first five hours, the basic trip, that they would receive the same for overtime?

Mr. Moore: Yes, the pro rata rate.

Mr. Phillips: You asked if there were any roads which had as many splits on the weights on drivers basis as appear in this article submitted to arbitration. Have any of the roads as many splits or different classifications of pay on any other basis or different bases?

Mr. Moore: I did not make any investigation along that line. If my recollection is correct, I stated that I was under the impression that the Southern Pacific, Pacific System, had the greatest number of rates of pay fixed on weight on driver basis, but I do not know how many different classifications obtain in this particular schedule.

Mr. Phillips: Perhaps you did not understand my question. I understood you very clearly as to weights on drivers, but, taking other methods of classifying engines or fixing rates of pay for firemen, have any roads as many different or more different rates on any other basis?

Mr. Moore: I am under the impression that there are a number of roads which have fully as many different bases for fixing rates of pay as enumerated in this proposed article.

Mr. Phillips: You were asked if gradient differential allowances were not made in some instances between certain points on specific trains. Are you able to state from your reading of the rules whether such allowance between specific points would apply to all trains operating between such points?

Mr. Moore: On the Atchison, Topeka & Santa Fe, Coast Lines, the schedule simply specifies constructive mileage will be allowed as follows: "Between Winslow and Williams, 100 miles in both directions. Between Winslow and Ashport, 120 miles in both directions." While I do not know, I am under the impression that this applies to all trains between those points.

Mr. Phillips: Counsel for the railroads asked you if local freight rates would apply to other than local freight trains—possibly not in just that language—and he read or quoted from the Chicago & Northwestern rule something to this effect: “This shall not be construed to apply to through trains setting out and picking up carloads or handling small lots of local freight.” The final four words or perhaps only the word “emergency” was omitted—perhaps not intentionally. It said “In case of emergency.” Now, would you understand if through or irregular freight trains were required to do this except in case of emergency they would get the local freight rate?

Mr. Moore: I would so understand the rule. I might state, however, in addition to that, that quite a number of roads pay way freight rates to the through freight trains for the performance of some part of the service covered by the proposed rule.

Mr. Phillips: You asked if any road paid a day’s pay for nine hours and thirty minutes work, as provided by this rule. I believe that you stated that the Baltimore & Ohio Chicago Terminal had a twenty minute dinner hour?

Mr. Moore: That is the switch engine rule?

Mr. Phillips: Switch engine rule, yes. This has reference to yard service. If firemen under that rule worked nine hours and forty minutes, and were given their twenty minutes, would you understand that they would be given ten hours’ pay?

Mr. Sheean: I think he said he could not tell from the schedule whether that would be the interpretation of those two schedules or not.

Mr. Moore: I think I said that I was unable to determine whether the time was continuous or not. My understanding of the general term “ten hours or less shall constitute a day’s work” is that they will be paid for ten hours, even though they perform a less number of hours’ service in a day’s work.

Mr. Phillips: We will take the ten hour roads; they seem to be easier for us to understand. If a fireman was working on one of these roads on which you stated there were so many having a ten hour day, and most of them have switch engine meal hour allowances—if a fireman was on duty eleven hours, or from seven a. m. till six p. m., and he worked ten hours and thirty minutes, would he, under the rules, receive eleven hours’ pay?

Mr. Moore: From my experience the amount of pay he would receive would be conditional upon the wording of the rule.

Mr. Phillips: Perhaps it was unfair for me to ask you that question. I believe that is about the point I objected to Mr. Shecan asking his questions. With regard to this arbitrary allowance for preparatory time for firemen, I think you quoted the Canadian Northern, the Duluth, Winnipeg & Pacific, the Canadian Pacific, and the Esquimalt and that Japanese road out there, the Nanaimo, as having arbitrary allowances for preparatory time.

Mr. Moore: Yes, sir.

Mr. Phillips: The Canadian Pacific rule, for example, reads, at the bottom of page 246: "Firemen to be paid thirty minutes preparatory time, at schedule rates, for getting engines ready before going out on run or shift." That is the allowance which I understand you stated you believed to be an arbitrary allowance?

Mr. Moore: Yes, sir.

Mr. Phillips: On page 333, the Canadian Pacific Railroad, under the caption or heading of placing supplies on locomotives, it is specifically provided there, in the rule, "engines will be supplied with coal, sand, water, oil, waste and grease supplies by engine house staff at terminals, but firemen will be responsible for seeing that engines are supplied." Would you understand from that, that although the fireman is relieved of doing the work, only held responsible for knowing that it is done, that rule applies at points where he is allowed the thirty minutes arbitrary preparatory time?

Mr. Moore: I would think so.

Mr. Phillips: I think that is all.

Mr. Shea: Before you leave, Mr. Moore, I would like to have you turn to page 203, the Chicago, Burlington & Quincy Railroad. Counsel for the railroads questioned you with regard to using a fireman on runs where less than 100 hours were consumed, and where less than 10 hours were consumed, which shows that it can be done on the Chicago, Burlington & Quincy Railroad. Are there any other railroads in this arbitration that have a similar rule?

Mr. Moore: I am quite satisfied that this is the only road in these negotiations that has a rule of this character.

Mr. Shea: Are you familiar with the wage agreement reached between the Firemen and the Conference Committee of Managers in the winter of 1906-07?

Mr. Moore: Reasonably so, yes, sir.

Mr. Shea: What provisions were made with regard to paying firemen on runs of 100 miles or less, ten hours or less?

Mr. Moore: The rule, as I remember it, provided that a day's work would be, for firemen, 100 miles or less, ten hours or less.

Mr. Shea: Was the Chicago, Burlington & Quincy Railroad a party to that agreement?

Mr. Moore: Yes, sir.

Mr. Shea: Then, is it your understanding that the Chicago, Burlington & Quincy Railroad has applied the agreement of 1906-07 as was intended and agreed to at that time?

Mr. Moore: It is my understanding that they did not apply it as it was intended and agreed to at that time.

RE-CROSS EXAMINATION.

Mr. Sheehan: You say you did not find it in any other schedule. Look at the bottom of page 202 and top of page 203, the Chicago & Northwestern. What is the last paragraph at the bottom of page 202? "On runs 70 miles or less no extra compensation will be paid for switching service until the time on duty exceeds ten hours. Less than thirty minutes will not be counted." Doesn't that permit the railroad company, where they have neither the ten hours nor the 100 miles, to use the crew in switching until they get the one or the other, for which they are paying the minimum day?

Mr. Moore: Well, the very plain and obvious meaning of that rule, I would judge, if a run is 70 miles or less, they could require switching in connection with that run to make up a day of ten hours.

Mr. Sheehan: Take the top of page 203: "No extra compensation, however, shall be allowed for switching at turn-around points until the mileage of turn-around trip shall exceed 100 miles or until the hours on duty shall exceed ten." Does not that also give to the railroad company, which is paying for 100 miles or ten hours, the right to get one or the other?

Mr. Moore: I understand the rule in the Burlington sched-

ule refers to the terminal point, not the turn around point. I may be in error, though, as to its application; but that is my understanding of the rule, that it refers to the terminal point.

Mr. Sheean: What do you get from the language of the rule, that gives you the terminal point? "Switching incidental to his run," is the language of the rule, is it not?

Mr. Moore: From the reading of the rule "on schedule runs less than 100 miles when made in less than 10 hours," I would infer that he would have to arrive at the destination terminal in less than ten hours, before the service would be required. I do not know the application of the rule, though.

Mr. Sheean: Take the first rule which you summarize, at page 201, under the Atchison, Topeka & Santa Fe:

"Switching done at terminals where no switch engines are employed shall be paid for at overtime rates, provided time consumed in making trip exceeds ten hours or mileage made exceeds 100."

Does not that also give to the Santa Fe identically the thing that is given to the Burlington under its rule?

Mr. Moore: Yes, I should judge so.

Mr. Sheean: So, you were in error in stating that the Burlington was the only road that had a similar provision?

Mr. Moore: I have made no investigation along that line, and my intention in answering the question was to say, as far as I knew, or to the best of my recollection. I did not notice these two propositions in the reproduction of the rules; and, while I am of the opinion that there are no others, there may be others.

Mr. Sheean: Let us turn to page 204. Take the Chicago, St. Paul, Minneapolis & Omaha Railway Company. Referring to the first rule quoted there:

"Extra compensation will be paid when enginemen are called upon to do switching at terminals, provided full day's work of ten (10) hours has been performed."

Does not that give to that road identically the thing that is given to the Burlington?

Mr. Moore: Let me see?

Mr. Sheean: Right, at the bottom of page 204, the first rule that you summarize.

Mr. Moore: I suppose that does.

Mr. Sheean: That is all.

RE-DIRECT EXAMINATION.

Mr. Phillips: Mr. Moore, do you understand that the service defined in these different rules is identical?

Mr. Moore: I have no knowledge of the application of the rules, and I do not know what particular character of service the rule refers to.

Mr. Phillips: Some of the rules are lengthy, and it is necessary to read one in connection with the other for the purposes of comparison. Have you read them closely enough to state whether some of them refer to terminal switching, and others refer to incidental switching between terminals?

Mr. Moore: I gathered from the reading of the C., B. & Q. schedule that it refers exclusively to terminal switching.

I gathered from the reading of one of these other rules that was read that it referred particularly to service at turn-around points.

Mr. Phillips: The Burlington rule on page 203, that middle paragraph, seems apparently to be the one that is in question:

“On schedule runs of less than 100 miles when made in less than 10 hours, a fireman may be required to perform switching incidental to his train, or hostling, or both, in order to give an equivalent for the 10 hours' service paid for. This is not to apply to main line terminals, or any points where switch engines or hostlers are maintained.”

Now, if a switch engine was kept there, or a hostler was maintained at that point, would you understand that the fireman would receive the compensation?

Mr. Moore: I understand that the service would not be required of him.

Mr. Phillips: Well, if he performed it, would he not be paid for it?

Mr. Moore: I am under the impression that he would.

Mr. Phillips: If this service was rendered on any other than scheduled runs, would the fireman be paid for it?

Mr. Moore: I think he would, from the reading of the rule.

Mr. Phillips: If the Board please, I think nothing empha-

sizes the necessity of a uniform rule more than the discussion we have just engaged in. While I do not presume that the witness is competent to interpret these schedules, I have no hesitancy in repeating my former assertion that I doubt if anybody else can interpret them. They are here for the purpose of comparison, and I think their ambiguities will be disclosed, even by a casual reading.

The Chairman: Is there anything further from this witness?

Mr. Phillips: Nothing.

The Chairman: We will take an adjournment until 10 o'clock tomorrow morning.

(Whereupon, at 4:50 o'clock P. M., December 1, 1914, an adjournment was taken until 10 o'clock A. M., December 2, 1914.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, December 2, 1914.

Met pursuant to adjournment at 10 o'clock A. M.

Present: Arbitrators and parties as before.

The Chairman: Mr. Stone, you may proceed with the examination.

Mr. Stone: Our first witness has recovered sufficiently, so we will put him on the stand again.

M. W. Cadle was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Stone: Mr. Cadle, how many roads in the Western territory pay through freight rates or better for work for train service?

Mr. Cadle: There are thirteen.

Mr. Stone: I do not think it will be necessary to read the names in. There are thirteen roads in the Western territory that pay through freight rates or better for work train service.

Mr. Cadle: Yes, sir.

Mr. Stone: How many roads are there (Article 5) in the Western territory that pay an arbitrary allowance for preparatory time?

Mr. Cadle: There are eight.

Mr. Stone: Your understanding is that this arbitrary allowance is paid in addition to any other time that may be earned during a trip?

Mr. Cadle: Yes, sir, it is separate and distinct. Every time a man prepares his engine he has 30 minutes earned.

Mr. Stone: They are not all 30 minutes, are they?

Mr. Cadle: Some of them are an hour.

Mr. Stone: I think there is one, if I recall it, that has not so much as that; only fifteen minutes, I believe.

Mr. Cadle: They vary.

Mr. Stone: But there are eight roads that pay an arbitrary allowance?

Mr. Cadle: Yes.

Mr. Stone: Article 6. "Initial terminal delay." How many roads are there in the Western territory that pay an initial terminal delay in some form or other?

Mr. Cadle: In the Western territory there are 30 railroads that pay initial terminal delay to engineers if held one hour or more, and some of these railroads require 61 minutes before——

Mr. Stone: Before terminal delay begins?

Mr. Cadle: Begins, yes, sir.

Mr. Stone: If he was held 61 minutes, though, he would be paid his full hour?

Mr. Cadle: One full hour.

Mr. Stone: Are there any other roads that are different from that?

Mr. Cadle: Yes, there is one railroad that pays after an engineer has been held 45 minutes.

Mr. Stone: Any others that pay for less time than when held 45 minutes?

Mr. Cadle: There are twelve railroads that pay on 30 and 31 minutes.

Mr. Stone: Twelve, that pay an initial terminal delay for 30 and 31 minutes?

Mr. Cadle: Yes, sir.

Mr. Stone: Are there any that pay for a less time than 30 minutes?

Mr. Cadle: There are five that pay on 15 minutes.

Mr. Stone: Are there any that pay initial terminal pay on a minute basis, on the cumulative plan?

Mr. Cadle: There are seven such railroads.

Mr. Stone: In the Western territory?

Mr. Cadle: Yes.

Mr. Stone: Well, how is that cumulative time divided up?

Mr. Cadle: One mile for each six minutes.

Mr. Stone: How many roads are there in the Southeastern territory that pay initial terminal delay?

Mr. Cadle: In the Southeast there are 16 railroads, in the Southeast territory, that pay initial terminal delay to engineers if held one hour or more.

Mr. Stone: Are there any that pay for less time than that?

Mr. Cadle: There are two railroads that pay initial terminal delay to engineers if held 30 minutes.

Mr. Stone: When we left off with your testimony the other night we had just finished up deadheading. The next is Article 10, Hostlers.

Article 10 is as follows:

“Hostlers.—At points where an average of six or more locomotives are handled within twelve hours, day or night, hostlers shall be maintained.

“Positions, how filled.—Hostling positions shall be filled from the ranks of the firemen, and they shall be paid \$3.35 per day of ten hours or less; provided that where hostlers are required to make main line movements, they shall be paid \$4.75 per day of ten hours or less, overtime in each case to be computed on the minute basis and paid for at the rate of time and one-half.

“When such main-line or road Hostlers are paid the same rate as engineers in switching service, such position shall be filled from the ranks of the engineers.

“Meal hour.—Hostlers shall be allowed one hour for meals between the hours of 11:30 and 1:30, day or night. Hostlers will be assigned regular meal hour between the hours named or after being on duty five hours. Should Hostlers be required to remain on duty after designated meal hour, one hour will be allowed as overtime. No Hostler will be required to remain on duty longer than six hours without having one full hour for meals.”

Mr. Cadle, I wish you would describe, for the benefit of the Board, what the duties of hostlers are.

Mr. Cadle: Well, there are, as I understand it, two classes of hostlers and two services to perform. They are what they call the inside hostlers. He is a man who handles the engine,

supplies, takes it to the clinker pit, puts the engine in the house, takes it out and places it on tracks, designated tracks, around the roundhouse. There are hostlers called main line hostlers, men who make main line movements, that take engines from the roundhouse to the passenger station, take them from the passenger station to the roundhouse—in doing this they make main line movements.

Mr. Stone: Are they always confined to the engines; do they not handle trains to and from some of the terminals?

Mr. Cadle: Yes, sir, there are a great many railroads where the hostler draws the passenger train out of the station, draws it over into the trainyard and takes the engine to the roundhouse.

Mr. Stone: Can you recall an example of this kind anywhere in the western territory?

Mr. Cadle: You take the Chicago, Milwaukee & Puget Sound; the hostler takes their passenger trains from the station, takes them into the station or to the train yards. That hostler makes main line movement. That hostler, the gentleman who holds that position, is an engineer; they would prefer to have engineers in those places on account of main line movements.

Mr. Stone: Qualified engineers?

Mr. Cadle: Yes, sir, they are qualified for road service; have got to pass all the examinations before they are qualified to fill those positions.

Mr. Stone: On how many roads in the western territory do the engineers make the rate for hostlers, or have we a rate for hostlers in the western territory at the present time?

Mr. Cadle: We have in the engineers' schedules a number of railroads where the schedule provides that the engineers will not be required to handle the engine at terminal points. Now, so far as the schedule rate is concerned, those rates will be found in the firemen's schedule, because, in the majority of cases, the firemen provide the rate of pay for the hostler; but, the engineers have rules in their schedules that relieve them from handling the engines at terminals.

Mr. Stone: How many roads in the western territory have this rule?

Mr. Cadle: There are about thirty-one.

Mr. Stone: There are a few schedules in effect at the present time in the west, are there not, where we make the rules for the hostler?

Mr. Cadle: Yes, sir.

Mr. Stone: Do you know how many?

Mr. Cadle: No, I don't know how many. I know there are some, but I do not know the names of the roads.

Mr. Stone: Article II, Surprise Test—

Mr. Sheean: Before passing to that, just to clear up—you asked how many roads have this rule and he answered thirty-one. By that you mean a rule which relieves the engineer at terminals and not rule 10 of your proposal?

Mr. Stone: I did not mean it that way, not rule 10. I meant, how many roads in the western territory have a rule, not this rule.

Mr. Sheean: I thought just to clear that up.

Mr. Stone: I might add I think there are either eight or nine roads in the western territory that have a rule in the engineers' agreement that provides for hostlers. Coming back to this question of surprise tests, if the Board will indulge me for just a moment to clear up perhaps a misunderstanding, I want to make clear the fact that the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen do not object to the so-called surprise tests when made under fair working conditions. The surprise test is a misnomer, it should be an efficiency test, instead, and I do not think there is any body of men on earth that we stand second to in our desire for efficiency, because, leaving the human element out of it and coming back to a selfish basis, we are not at all anxious to pay for the insurance of our men, and we want the safest conditions possible under which to work. My understanding is, that the original intent of the test was that this test was made to see if the men engaged in the transportation service were living up to the rules of operation. Unfortunately we drifted away from that—and I say this in no spirit of criticism, because I realize we are all human and we have got the human element to deal with, but some of our young, ambitious officials go out with the idea that they must set a trap for a man and catch him, or else they cannot prove that they were really carrying out the rules of operation. I do not believe

it was ever intended, gentlemen, that it was ever necessary, to set a trap to catch some men in order to prove that you were trying to live up to the rules of efficiency. We are perfectly willing that they shall make all the tests necessary under actual working conditions, but we are not willing that they shall go out and set a trap for some men. I believe, with Mr. Park, who spoke yesterday, that this should not be before this Board, but we bring it to you as the court of last appeal. We had this matter up in an incidental way in our wage movement in 1907. We did not make it one of the articles, but it was thoroughly discussed and the gentlemen who were on the Board at that time will remember it. We had it up in 1910 in our wage movement again and it was discussed and we protested against this very identical thing. We did all we could but we could not get it stopped. Then we tried legislation. At the present time, in the state of Kansas, we have a law on the statute books that forbids them turning a switch light red in making a test, but in spite of that they go on and turn it; we come to you as the court of last resort.

Gentlemen, I wish it was possible for me to put into words what it means to a man in the cab of one of these locomotives to have this thing happen. I have lived in a cab, 23 years of my life, and I know what it means. Picture for yourselves, a morning like this, with the fog thick, and I will guarantee that the men who went out last night on these fast mail runs over the Rock Island, the North Western, the Burlington, and the others, went in with their trains on time. If any man did not go in on time it will take him thirty days to tell why he did not. That will be the other side. Now, picking up these signals in the fog, a man sees a signal against him when he comes within a very few feet of it. But that is not the kind of a test they make with the switch light. A man is straining his eyes to catch that signal through the fog, and when he does get it it is clear. Something attracts his attention in the cab for a moment, and when he turns his eyes back again to this signal, it is red. Perhaps he is within three or four hundred feet of it. He knows there is no power on earth can stop that train. It is not possible to picture in words what it means to that man to go through that experience. He lives a thousand years in a minute. It is just like taking his heart in a hard grasp, stopping its beating for a minute, and then letting

it go again. It takes weeks for a man to recover from a shock like that, and if he has not a first class constitution he will never recover from it.

Again, when they display a signal beside the track, the rules say that when you display a red light or a red flag beside the track you shall put a torpedo on the rail. That is what is provided by the book of rules in the Western territory. Now, they do not put down the torpedo and they are not satisfied with placing the red light beside the track where you can see it. They will take a shovel and dig a hole in the ballast and set the light down flush with the ties, and it is just a fluff of red light as you go over it at a speed of a mile a minute. It is a long chance if the man gets it, and if he does not get it, another man has run by a surprise test, and another man is up for discipline.

Again, when they put out a red flag in the day time the rules provide that they must put down a torpedo. Instead of that, they will not put down the torpedo and they will put the flag ten feet away from the track, behind some weeds, and if the man does not get that, another man has run by a surprise test and is up for discipline.

Again, in watching signals, a man is watching for signals thirty feet from the ground. They are liable to take them away from you almost any time. Last week they conducted a surprise test which consisted of a red light at the foot of the mast, thirty feet below on the ground. The man got that and did not get by. But that is the kind of surprise tests that we object to. They are unfair and they are not under real conditions. Understand, it is not because we do not want the efficiency of our men tested. We do want a square deal out of the thing, and we are not getting it, and we are sacrificing some of our best men.

On this question of switch lights, it is true that now, since we have made so many protests, they have changed it from the head of the switch to the trailing switch point, where they turn the light. But, even then it is dangerous. With one of those big engines, he has got to run through the switch if it is thrown wrong, and he is liable to derail the big engine if he takes the switch at that speed. Of course, the switch is not thrown, but the man in the cab does not know that. The result is that it is putting an unfair test on our men.

Regarding the wiring down of automatic signals, the sig-

nals are placed, perhaps half a mile apart or a mile apart. A man is busy catching the signals ahead and watching the track. The minute he strikes the electric circuit the signal is supposed to drop to "danger." It is automatic in its working. The man is busy, trying to catch the next signal ahead, in the fog or smoke or sleet or snow. Instead of that, he is required to turn around in his cab and look back and see if the last signal dropped to danger. That is another surprise test. We believe that test is unfair, and that is the reason we bring it here.

Article 12 is as follows :

"Assistance for Firemen.—On all locomotives in freight service where but one fireman is employed, and on all locomotives in passenger service, coal will be kept where it can be reached by the firemen from the deck of the locomotive. Coal of the proper size for firing purposes will be placed on all tenders."

All I wish to say in regard to that is, that we heartily agree, that on this heavy power the work of the fireman has gone beyond the limit of human endurance and he must have help in some manner. The man does not live who can stand up with the heavy work of shoveling coal into a big modern locomotive, and keep it up, year in and year out, under all changes of weather.

Article 13 is as follows :

"Two Firemen.—On coal burning locomotives weighing 185,000 pounds or more on drivers, when used in freight service, two firemen will be employed."

That relates to the same subject.

Article 14 is as follows :

"Miscellaneous.--Cleaning of locomotives.—On railroads where firemen are required to clean locomotives, they shall be relieved of such service."

That has been fully discussed and the fact remains that they have been relieved of the cleaning on most of the roads. There are very few roads where they are still required to clean.

The next paragraph in Article 14 is—

"Setting up wedges, filling grease cups and cleaning headlights.—Where Engineers and Firemen are required to set up

wedges, fill grease cups, or clean headlights, they shall be relieved of such service at all points where roundhouse, or shop force, or an engine watchman is employed.”

How many railroads, in the Western territory, Mr. Cadle, relieve the men from that?

Mr. Cadle: The majority of them adjust the wedges and fill the grease cups.

Mr. Stone: That is, they are relieved from it, you mean? The company does the work?

Mr. Cadle: Yes, sir. There are a number of schedules that have rules providing for it. The reason you cannot get the exact number of railroads is, that there are some of the railroads which have given letters to the representatives of their engineers, saying that the engineer will not be required to adjust wedges or fill grease cups, but they do not print them in their agreement. Consequently, I could not get the exact number; but I should judge that a majority of the railroads adjust the wedges and fill the cups.

The Chairman: A member of the Board desires to ask a question.

Mr. Park: Mr. Cadle, does not the use of the hard oils relieve the engineer from work on the road that he was formerly required to do in oiling around?

Mr. Cadle: Oh, yes.

Mr. Park: Did not the hard oil originate with the engineers?

Mr. Cadle: Pardon me, a further answer to the former question. It relieves him of performing that work at the end of his run, that is, at his terminal. That is a part of his preparatory work, to fill those grease cups, and when filled they generally would run the trip.

Mr. Park: But the use of the grease cup with the hard oil relieves him from using his oil can in oiling around, as he formerly used to do at intermediate stations on the run?

Mr. Cadle: No, sir.

Mr. Park: What is the use of the grease cup with the hard oil?

Mr. Cadle: Before the grease cups were instituted they had an oil cup on there. You filled that oil cup when you went on duty, and as a general proposition it ran over the trip. You did not have to lubricate that any more.

Mr. Park: Did they not frequently run hot with the use of the liquid oil?

Mr. Cadle: Well, they run hot now with the grease.

Mr. Park: Do they give you as much trouble with the hard oil as they did with the liquid oil?

Mr. Cadle: No, I do not think so.

Mr. Park: So that they really have lessened the work of the engineers?

Mr. Cadle: On railroads where they fill those grease cups, they lessen the work of the engineer.

Mr. Park: But you think that if the engineer has to fill the grease cup before he starts out, on the whole it would not lessen his work to use hard oil?

Mr. Cadle: I do not catch your question.

Mr. Park: The filling of the grease cup by the engineer before he started would not counterbalance the work that he formerly did in filling the cup with liquid oil, and the work of taking care of the hot pins, and so forth?

Mr. Cadle: The establishment of the grease cup did not take the labor off of the engineer, because he had to fill the grease cup or he had to fill the oil cup, just the same as he does the grease cup; but he could fill the oil cup a great deal quicker than he can the grease cup.

Mr. Park: But he was very glad to have the hard oil instead of the liquid oil, because it saves hot pins and trouble on the road?

Mr. Cadle: It proved an improvement.

Mr. Park: Is it not a fact, Mr. Cadle, that at the inception of the hard oil, a good many of the engineers made it themselves and furnished it?

Mr. Cadle: I don't know of any railroad where the engineers furnished any oil for the engine, only in one instance. I knew one man who went to a meat market and bought some suet, in order to make a—where the engineers were getting an oil record, he went and bought that so that he could beat all the rest of us on oil record.

Mr. Park: I have always understood that hard oil was the invention of the engineers, a device by which they were relieved of a good deal of trouble and work, and it has been quite successful.

Mr. Cadle: The first hard oil that I know of anywhere,—used anywhere, was gotten up by Mr. Bartlett, on the Missouri Pacific. That is the first I ever saw of it.

Mr. Park: Is he an engineer?

Mr. Cadle: No, he is a master mechanic.

The Chairman: Proceed with the Examination.

Mr. Stone: I think we will all agree, Mr. Chairman, that hard oil has saved the wear and tear of nerves on the part of the engineers, and also some operating officials that I know. It has prevented many so-called engine failures, and it has worked out in favor of the engineer, because now if they fail they know all they had was the hard grease, and before they said it was improper oiling.

How many roads in the western country take care of their headlights, Mr. Cadle?

Mr. Cadle: Well, I don't know as I could give you the exact number of roads.

Mr. Stone: Is it common for the railroads to do what cleaning is done on headlight reflectors?

Mr. Cadle: The railroads since—that is, those that have got electric headlights, employ men in the shops to take care of those headlights. The yard engines that have not electric headlights, the double crewed engines—on some railroads the engineer that is running the day shift takes care of the headlight so far as filling it is concerned, and any cleaning that has to be done on it.

Mr. Stone: But as a general rule is it not a fact that the shop force do clean the headlight first?

Mr. Cadle: Yes, they do on many railroads.

Mr. Stone: "Placing supplies on engines."

Is it common practice in the west to have supplies placed on locomotives?

Mr. Cadle: They place them on very near all the railroads that I am aware of.

Mr. Stone: But you are held responsible for these supplies, are you not, to know that they are there?

Mr. Cadle: The rules of the company require the engineer to know that he has those tools when he goes out, before going out on the road.

Mr. Stone: Are you always able to get the necessary equipment of supplies for the locomotive?

Mr. Cadle: No, not always.

Mr. Stone: Mr. Chairman, if I might, I think it might be well to read into the record the supplies that are required to be on a locomotive, because on the few railroads where they are still required to carry them they make quite a load.

I am reading from the Chicago & North Western Book of Rules and Regulations. I just happened to pick it up. I have quite a number of them here.

“Rule 1054. Each engine in service is required to carry, at all times, the following tools and supplies, and enginemen must know that they have them and will be held responsible for any loss or deficiency:

- One 2-pound cast steel hammer,
- One 12-inch monkey wrench,
- One 18-inch monkey wrench,
- One 18-inch eccentric set screw wrench,
- One rod set screw wrench,
- One 8-inch cold chisel,
- One 8-inch cape chisel,
- One 18-inch set chisel,
- One slash bar,
- One flue plug bar,
- One ash hoe,
- One steel coal hammer,
- One scoop shovel,
- One broom,
- One iron water pail,
- One packing iron,
- One packing hook,
- One clinker hook (length to suit fire box),
- One supply of oak blocking,
- One assortment of bolts and nuts,
- One wrench for crank pin and cross-head pin nuts,
- Two white flags, mounted,
- Two green flags, mounted,
- One red flag, mounted,
- Six torpedoes,
- Four fusees,
- One white lantern,

One red lantern,
 One spring oiler,
 One 8-pint car oil can,
 One 8-pint valve oil can,
 One set lubricator glasses and gaskets,
 One water glass and gasket,
 One extra headlight chimney,
 One torch,
 One engine-truck brass.”

Mr. Stone: A slash bar is a bar twelve or fifteen feet long that he uses in knocking fire out in case he has to, and things of that kind?

This evidently has not been revised since we have had the boiler inspection law, because they are not allowed to plug flues now.

I do not know why he left out a tank truck brass, because it is more important than the engine truck brass. Many roads require it.

That in itself makes a load that would require about four men to carry.

Mr. Park: Mr. Stone, some of those appliances are left on the locomotive, the slash bar and frogs and certain tools.

Mr. Stone: There is nothing said about frogs here, and screw jacks. They are part of every locomotive equipment.

Mr. Park: An engineer would be required to see he had his screw jacks and frogs and all those things.

Mr. Stone: But, Mr. Chairman, I beg leave to differ with the statement from Mr. Park. The clinker hook and slash bar are not always on the engine. I think I spent at least one year of my life hunting them up after I had been called for duty.

Mr. Park: But all I wanted to correct in the minds of the Board was that they were usually on an engine.

Mr. Stone: Yes, they should be on the engine as a part of the equipment left on, but where the supply is limited, Mr. Chairman, they are not always there.

For example, I have in my possession a statement from a road that has sixteen locomotives and only twelve sets of equipment, so they run the equipment first in and first out, as well as the men. The point I wished to make is this, Mr. Chairman, was the fact that this is a large amount of supplies; they are very

heavy, and oftentimes the engine is laying at an outlying point perhaps a quarter of a mile from the supply room, on some designated track, and it makes quite a back load to carry.

Article 15 is as follows:

“Official Record of Weights on Drivers. For the purpose of recording weights on drivers, each railroad, parties to this agreement, will permanently post bulletins at all terminals showing accurate service-weights of all locomotives.”

Why is that placed in there, Mr. Cadle?

Mr. Cadle: Weights on drivers?

Mr. Stone: Yes.

Mr. Cadle: They believed that that would be a more equitable way to compute the time.

Mr. Stone: Why do we want the official record posted up; so we can get them?

Mr. Cadle: So you can know what rate of pay you are going to get for your day's work. That would be what I would be interested in if I was running a locomotive.

Mr. Stone: I think it is absolutely necessary, Mr. Chairman, that there should be some official record of the weights on drivers. In the old days when a new class of locomotive came from any of the locomotive works, from the Baldwin or from Schenectady or the American—Schenectady is now a part of the American—we used simply to write to the locomotive builder and ask him for a blue print giving a weight and a description of the locomotive; it is impossible to get that at this time. That information has all been shut off. They simply reply to us, “We are not allowed to give you any information; you will have to get this from the road where the locomotive is in service.” The unfortunate part is although these locomotives are built of steel and iron, that the weight will not stay the same. For example, on our last agreement, in 1910, we got a certain rate, 25 cents additional increase for locomotives weighing over 215,000 pounds on drivers. There were locomotives in service at that time that had been rated at 218,000 pounds, and so designated on the side of the cab. A great many of the roads print the weight on the side of the cab. As soon as that became effective these locomotives were reweighed and a new weight stenciled on the side of the cab, and it was found

they only weighed 214,500 pounds, so they didn't get the higher rate. I do not care particularly what the weight of an engine is, so long as it is once established, and we know it is the true weight. Very few railroads in the western part of the country have track scales large enough to weigh a locomotive, so they weigh first one end of the locomotive and then the other and guess at the rest of it. It is true, there is a formula for making this computation, but it has been tried time and again and found not to be correct. You may take a big locomotive and weigh it on a scale that way and you will find that you will not always get the same weight. Unless you have a scale long enough to take the full length of the locomotive, at one time, it is almost impossible for some of these western roads to get the correct weight of an engine. We want that article granted so that we can know the weight of the locomotives, so that if you give us a rating for 180,000 pounds on drivers and if it weighs 183,000 pounds now we do not expect it to weigh 175,000 pounds after the award is handed down.

Article 16 is as follows:

“Throwing Switches and Flagging. Engineers and firemen will not be required to throw switches, flag through blocks, or fill water cars.”

We ask that the engineers and firemen be not required to throw switches or to flag through blocks. We do not believe it is any part of the duty of a locomotive engineer to throw switches and in case he should be injured while down throwing a switch, it is a very great question in the minds of some of our legal men whether he would be able to recover or not, because it is not in the discharge of his duties. That I believe finishes the case, Mr. Sheean, or, rather, finishes with this witness.

Mr. Burgess: Mr. Stone, in your last remark relative to Article 16, you stated: “We do not believe it is any part of an engineer's duty to throw switches or flag through blocks.” Did you intend that also to apply to firemen?

Mr. Stone: Oh, yes, certainly. Or the filling of water cars. For example, in the Eastern territory, the Firemen arbitrated the question of whether or not they would be required to fill lubricators—they had been filling them for years—the Board of Arbitration granted an award that they would not

be required to fill lubricators. Several of the roads in the Eastern territory issued instructions at once that engineers would be required to fill lubricators, although it had never been a part of his duty. The moment the fireman was relieved from it, it was placed upon the engineer. So we ask that that article be granted.

Mr. Park: The rules and regulations of the transportation department require the fireman to take the place of the head brakeman in case he is incapacitated for duty. Aren't there some circumstances under which it would be imperative for the fireman to protect the head end of his train, or a collision might be imminent, or possibly occur?

Mr. Stone: There might be some emergency occasion arising, due to a wreck, where the head brakeman was temporarily disabled or where some light engine would be going over the road without a pilot, as some of the roads are now doing, and it might be necessary for the engineer and the fireman both to flag, under an emergency case; but an emergency is one thing and the company's convenience is another, and there is a broad distinction between the two. It is made the company's convenience. An engine is cut off from a train and returned to some terminal and the men have to throw the switches and take the engine to the roundhouse, and you compel the fireman to do it, or, when an engine is ready to leave the roundhouse, instead of sending a man to throw the switches for the engine, you compel the engineer or the fireman to throw the switches. That is what we want to get away from.

Mr. Park: This rule would absolutely prohibit the railroads from using the fireman in case of accident.

Mr. Stone: I have been railroading for twenty-five years and I have never seen a time yet that every man, in case of an emergency, did not do everything possible.

Mr. Park: But you have got to define the duties. The rules, for many years, have said that if the rear brakeman was incapacitated the conductor would take his place, and that if the head brakeman was incapacitated, the fireman would take his place, so it is thoroughly understood in such emergencies that the fireman or the conductor will perform that duty, and there is no division of responsibility.

Mr. Stone: Mr. Chairman. I do not think there was ever

any question about quibbling over the use of the word "emergency"; but it became so elastic that it covers a multitude of sins. It covers almost anything that the transportation department says it ought to apply to. You can imagine a fireman shoveling coal into one of these big locomotives, wringing wet with perspiration, and then getting out into weather 40 degrees below zero, jumping out in his thin clothes, and going up the track a mile, to flag, in zero weather or worse. He will be chilled to the bone. He is not equipped like the trainman, who is ready for that kind of emergency and who carries heavy clothing for it.

The Chairman: You may proceed with the cross examination.

CROSS-EXAMINATION.

Mr. Sheean: Mr. Cadle, from your examination of the schedules to which you referred on your direct examination, have you found any schedule of any railroad which contains all of the articles embodied in this request?

Mr. Cadle: No, sir.

Mr. Sheean: Either in the United States, or Canada, or elsewhere?

Mr. Cadle: Ask your question again, please, until I get the idea.

Mr. Sheean: You spoke of there being in a schedule or a number of schedules some one or more of these various articles in some form. What I wanted to develop was, whether or not the schedule of any railroad company contained all of the articles, of the sixteen articles, which you propose in this submission?

Mr. Cadle: No, sir, they do not contain all of them.

Mr. Sheean: No single railroad schedule. Now, did you make any analysis to determine how many of these sixteen requests appear concurrently in the schedule of any one railroad company?

Mr. Cadle: I did not.

Mr. Sheean: Are you able to state, Mr. Cadle, whether you found in the schedule of any railroad company, as many as five of these requests—of your sixteen?

Mr. Cadle: Yes, I think that there would be that many, there would be five.

Mr. Sheean: That would be your judgment, that there probably would be that many, but you could not tell just which five articles they might be?

Mr. Cadle: No, sir.

Mr. Sheean: Now, turning to Article 1, Mr. Cadle, or the first part of Article 1, "100 miles or less, five hours or less, will constitute a day's work in all classes of passenger service. All mileage in excess of 100 miles shall be paid for pro rata."

Can you tell me of a single schedule, in the United States or Canada, that contains that provision in that form?

Mr. Cadle: You are laying your stress on the "all."

Mr. Sheean: On "all"; yes, Mr. Cadle.

Mr. Cadle: As I understand it, in Article 1, in making a rate for passenger service, there are railroads that make differentials for branch passenger trains and short passenger trains and also for suburban service.

Mr. Sheean: There certainly are, which make that provision, but the other alternative, Mr. Cadle—is there any schedule which does not make that distinction and which does provide, as this submission provides, that it would apply to all classes of passenger service?

Mr. Cadle: Yes, sir, I think there are.

Mr. Sheean: Can you name any one of them?

Mr. Cadle: Take any road here; if they have no suburban service, they do not mention it in their schedule.

Mr. Sheean: Can you name a railroad having a schedule, in which this provision, in the language in which you submit it here, is contained?

Mr. Cadle: Yes, I think I can name a great many schedules where they have no suburban service, that it is not mentioned in the schedule.

Mr. Sheean: Well, I would like to have you, Mr. Cadle, give me the name of the road having a schedule in which the provision as to passenger service is in the language which I quoted of your submission?

Mr. Cadle: That language is used in very nearly all schedules in the United States that I know of, that in all passenger service—it refers to that service, it refers to that particular rule, which rule, in the schedule, makes provision for different classes in that one service. For instance, if you have got sub-

urban trains you make rules for them. If you have got short runs, you make rules for them; but the language is used in that way in all of the schedules I am aware of. It so expresses it; the word "all" is used.

Mr. Sheean: My question was, to name a particular road, or a single road, Mr. Cadle, in which this language, this exact language, was used.

Mr. Cadle: Well, I don't know whether there are any at all or not; I did not go into that, Mr. Sheean.

Mr. Sheean: Now, in the Eastern Award, to which you referred, Mr. Cadle, there is specific provision made whereby suburban and branch service or short runs up to 70 miles are excepted from that provision, is there not?

Mr. Cadle: Yes, sir.

Mr. Sheean: And on all roads where there are short runs or suburban service, it is universally the custom, so far as you know, to make an exception as to the short turn-around and suburban service, is it not?

Mr. Cadle: We have some schedules that were made that way, but not all of them.

Mr. Sheean: Is there any railroad on which there are short runs, or on which there is suburban service, on which there are not schedules in which that exception is specifically contained?

Mr. Cadle: Yes, there are a good many short runs that they have got to fix the rate for them.

Mr. Sheean: Then they except those, fixing the rate so that they would not be brought under the operation of this rule of five hours or less, 100 miles or less?

Mr. Cadle: There are railroads, yes. All of the Eastern country, as you say, in their rules, they have made an exception for those trains.

Mr. Sheean: Just to get the question covered by a single answer, if it be susceptible of thus being answered, is there any railroad in which on all passenger runs the basis of pay is the basis indicated in your Article 1?

Mr. Cadle: I could not answer it.

Mr. Sheean: Well, do you know of a single road which has such a basis applicable to all its passenger service?

Mr. Cadle: I didn't look it up; I could not say.

Mr. Sheean: Will you kindly look it up? We will be here some time, and if you find a single road, or a number of roads, on which this article is applicable to all of its passenger service, will you furnish the name of such road or roads?

Mr. Cadle: I will, sir.

Mr. Sheean: This Article 1, as submitted, would be applicable to all suburban service, would cover all suburban service?

Mr. Cadle: No, sir, that is not my understanding of it. I understand, that the engineers, in their proposition to the managers of the companies, had written a letter stating that they would eliminate that.

Mr. Sheean: The letter, Mr. Cadle, was read into the record yesterday, and the letter refers to Article 7, namely, "Automatic Release," and says "'This article does not apply to helper, pusher or work train service.'" We have never been in receipt of any letter that Article 1 does not apply to suburban service.

Mr. Stone: Read ahead a little further in the letter.

Mr. Sheean: "'Article 7. Answer: The proposed Automatic Release rule does not apply to regular helper or pusher service, nor does it apply to work train service, regular or otherwise, except when in either service schedules in effect October 10, 1913, contain such provision.'

"Again in our letter of same date is the following language:

"'Article 7. Our proposal does not contemplate the application of the Automatic Release rule to Suburban Service.'

"That this was so understood by the Association of Western Railways is proven," as you say by this statement,

"'because of the statement contained in your reply of April 27th, that Article 7, Automatic Release and Tie-Up, did not apply to Suburban Service, a material reduction from figures given verbally is made.'"

Article 7, Automatic Release and Tie-Up, might be eliminated from a particular service without affecting in any way Article 1, might it not, Mr. Cadle?

Mr. Cadle: Yes, sir.

Mr. Sheean: And this Article 1, as it stands, makes no exception in its application to suburban service?

Mr. Cadle: I have never yet worked on a schedule where they had suburban service but what we always made a rule to cover that specific class of work, and in this case, and in this rule,

as I understand it, the rule was not Article 1, was not to apply in suburban service.

Mr. Sheean: And you do not think, as a matter of practice, that it would be fair to apply Article 1, a five-hour day, to suburban service, that is, from your experience in schedule making, you say you universally made special provision to cover suburban service?

Mr. Cadle. No, I think it depends altogether on how you operate your crews on suburban service. If a man goes out and gives the company five hours steady work, without release, in suburban service, I see no reason in the world why he should not get as much pay for that work as he should for any other class of service. The reason for making a special rule for suburban service is on account of the intermissions. There are certain periods during the day when the company does not use the man, consequently you do your day's work on the installment plan, so to speak; you do part of it in the morning and part in the evening, and it may cover a spread of thirteen or fourteen hours. Now, his time is not consecutive. His hours are not consecutive; but on any suburban run or any other kind of passenger run where the man goes and runs five hours straight, why, there is no reason in the world why his five hours should not be a day's work for him.

Mr. Sheean: Now, Mr. Cadle, it is the desire of the Committee, the Conference Committee of Managers, here, to submit fairly to the Board of Arbitrators the cost to the railroad companies of the application of your various articles. Now, in applying this Article 1 to the pay rolls, for the month for which this presentation was made, in making up our figures should we apply Article 1 to suburban service, or should we not do so?

Mr. Cadle: In making up your wage scale to cover your suburban service, if you find that you have runs where men give you a good, fair day's work, without any intermission, you should make a rule to govern that. You may have other combinations of runs where the man is assigned to three or four, covering a spread, and you have got to make rules to cover that.

Mr. Sheean: You understand my last question, do you not, that we desire to submit fairly what the application of Article 1 to the service, as it existed, would be? We will have to go back to the time slips and the pay rolls for a particular month, to

do that, and what we want to know, and what we want to do fairly, is to ascertain, if we can, from you, whether, in making up our figures, this part of Article 1 which I have just read, should or should not be applied to our suburban service, just as it existed at that time?

Mr. Cadle: No, sir; I cannot answer that question, because I do not know what particular suburban service you refer to.

Mr. Sheean: All of the suburban service of these various roads involved in the arbitration. We can only send out requests to apply it to the pay rolls.

Mr. Cadle: They are paid under the schedules of that particular road and you may find a difference in the payment and a difference in the working rules.

Mr. Sheean: What we are seeking to do is to take actual operations for the month of October, showing the time on duty and what they were paid under their then schedule. We would like to apply to that, your proposal, to those actual operating conditions, as they were, and see what, if any, difference your proposal would bring about in the pay. Now to do that in a way that will be fair, we would like to know, if you can tell us, whether, in sending out to the roads, we should say that Article 1 does or does not apply to suburban service?

Mr. Cadle: I believe I answered that question once, that in our proposition it was the intent of the committee to advise the Managers' Committee that Article 1 did not apply to suburban service.

Mr. Sheean: So that, so far as the application of Article 1 to suburban service is concerned, we may assume that the suburban service which is provided for by particular schedule provisions, whatever they may be, on these roads, will not be affected by Article 1?

Mr. Cadle: No, I don't say that. I don't say anything of that kind.

Mr. Sheean: Mr. Cadle, that is what we are trying to ascertain, both for our own benefit and for the benefit of the Board—to what extent, if at all, is suburban service affected by Article 1?

Mr. Cadle: I consider that as to Article 1, suburban service is one of the questions before this Board to arbitrate and I am not going to say anything here that would indicate that

that was set aside, that all we were contending for now, was just through passenger service or something of that character.

Mr. Sheean: Well, what part of the suburban service can you suggest in any general way? I mean, for the purpose that I have indicated here? How can we fairly apply this proposition so as not to put up any figures that may seem to you unreasonable? I want to send out instructions and ascertain what your proposal means, and as to what service it applies to. Can you help us in that respect, as to the kind of instructions we should send out?

Mr. Cadle: If you will just send out instructions, that Article 1 applies to all your passenger service, you will not make very much of a mistake.

Mr. Sheean: Including suburban?

Mr. Cadle: Yes, certainly.

Mr. Sheean: And, should we, in assembling the figures here, also say that it should include turn-arounds?

Mr. Cadle: Yes.

Mr. Sheean: All passenger service?

Mr. Cadle: Yes, make it all.

Mr. Sheean: Mr. Cadle, paragraph 2 of Article 1—have you the article itself before you?

Mr. Cadle: Yes.

Mr. Sheean: Refer to the last sentence of that proposal:

“Ten miles run will be the equivalent of one hour’s service performed, or vice versa.”

You were not asked anything about the last part, “or vice versa.” Is that language found in any of the present schedules?

Mr. Cadle: It is used in some of them.

Mr. Sheean: “Or vice versa?”

Mr. Cadle: Yes.

Mr. Sheean: You cannot name, can you, any particular schedule in which that exact language of the last sentence is used?

Mr. Cadle: No, I can not.

Mr. Sheean: Do you find in any schedule that entire sentence of that article:

“Ten miles run will be the equivalent of one hour’s service performed, or vice versa?”

Mr. Cadle: I do not know as I could. I do not remember now whether it applies in that particular rule or not, but I have seen that expression in some of the schedules. I do not know whether it applies in this case or not.

Mr. Sheean: What I would like to ascertain, is, whether or not under that last sentence it is the intention that each ten miles run is to be considered a separate unit, and each six minutes also a separate unit.

Mr. Cadle: No, I do not consider that.

Mr. Sheean: So that it is not intended that, if, for instance, a run of the first ninety miles was made in six hours, and you were delayed and made the last ten miles in four hours, you could take the ninety miles first run and add four hours to it and claim a total of thirteen hours?

Mr. Cadle: If you were that long on the road.

Mr. Sheean: No, I mean under this rule, if you ran just one hundred miles and did it in ten hours, but you ran the first ninety miles in six hours, and then you were out on a siding for three hours, but got, in making the total time, ten hours and the total miles one hundred, could you charge up the first ninety miles that you made in six hours as nine hours, and then take the last four hours as four hours?

Mr. Cadle: No, not under the rule. The rule is on a ten mile an hour basis.

Mr. Sheean: Your paragraph 2, which says: "Ten miles run will be the equivalent of one hour's service performed, or vice versa."

Mr. Cadle: Yes.

Mr. Sheean: All that I was seeking to ascertain was, whether or not it was intended to permit a combination of both time and miles on the same run, that is whether you could compute a part of your single trip on the mile basis and another part of it on the hourly basis?

Mr. Cadle: As I understand, the minute basis for computing the time would apply after the man had arrived at his terminal, for any overtime that he might make.

Mr. Sheean: Well, so that I can follow that, supposing he ran ninety miles in six hours and then he was on a siding three hours, and got in, making the last ten miles in an hour, so that he got into the terminal ten hours after he started, he

would run just one hundred miles, although he ran the first ninety miles in six hours. Now, would this rule permit him, under the words "ten miles run to be the equivalent of one hour's service performed, or vice versa," to compute the last part of the run separately?

Mr. Cadle: I do not understand that that rule would apply at all on a run of that kind, where he started and ran ninety miles and then was detained three hours, and ran to the end of his terminal, and arrived there in ten hours.

Mr. Sheean: That is the question.

Mr. Cadle: Under the present rules, and under certain schedules, and in this proposition, the rule would not apply, for he would give the company a full day's work and that is all.

Mr. Sheean: So that it is not intended by this "vice versa" to permit a combination of both, to take a part of the trip in hours and another part in miles?

Mr. Cadle: As I understand "vice versa"—the meaning of vice versa, or the term used in there, that was either miles or hours is where it should apply, and it don't mean anything—it just means what it says there, "or vice versa." You might make six minutes equal to a mile, or you might make one mile equal to six minutes. That is vice versa. Either way.

Mr. Sheean: That would make no difference, Mr. Cadle, either in a run of 120 miles in eight hours and then a delay either on the trip or at either end of the trip of a couple of hours? That is, this rule would not. I don't mean to confuse that with any terminal delay rule you might have, but you could not combine hours on a part of the trip, that is, that each ten miles was equivalent to each six minutes? You did not intend to make different units of compensation than the whole trip?

Mr. Cadle: No, sir.

Mr. Sheean: Now, Mr. Cadle, referring to this part of the proposition as to overtime:

"All other road service. Overtime in all other service except passenger and switching service will be computed on a basis of ten miles per hour, and paid for at the rate of fifteen miles per hour, at rate for each class of engine used."

Is there any such provision in the schedule of any railroad, either in the United States or Canada, at this time?

Mr. Cadle: There are schedules whereby the overtime rate is higher than the daily rate.

Mr. Sheean: Well, is there any—

Mr. Cadle: But, I do not know of any railroad where it says it shall be computed on a fifteen miles an hour basis.

Mr. Sheean: Under that rule, Mr. Cadle, on a one hundred mile run made in twelve hours and a one hundred and twenty mile hour run made in twelve hours, what would be the compensation of those two men?

Mr. Cadle: The run made—

Mr. Sheean: One hundred miles in twelve hours and one hundred and twenty miles made in twelve hours.

Mr. Cadle: In one particular instance the man would receive on the one hundred mile run in twelve hours, on the ten mile an hour basis, he would receive two hours overtime. On the hundred and twenty mile run he would not receive any overtime. You allow him two hours more for a one hundred and twenty mile run.

Mr. Sheean: And the overtime being paid for at the rate of time and a half, the practical effect of this rule would be, to pay that man who ran one hundred miles in twelve hours more money than you paid to the man who ran one hundred and twenty miles in twelve hours?

Mr. Cadle: Yes, sir; that is, under the rules that we are working under at present.

Mr. Sheean: Pardon me?

Mr. Cadle: Under the rules that we are working under at present that would apply.

Mr. Sheean: The man today making one hundred and twenty miles in twelve hours?

Mr. Cadle: Yes, sir.

Mr. Sheean: And the man making one hundred miles in twelve hours, would they not receive identically the same money?

Mr. Cadle: Yes, but the one man would be paid—one man would be paid two hours—no, he would not be paid the same money; that is, he would not be paid under the same article in the schedule. He would receive a day's pay for his hundred miles; he would receive two hours' pay for the two hours overtime.

Mr. Sheean: They both work twelve hours.

Mr. Cadle: Yes.

Mr. Sheean: And under all schedules in existence today they would receive just the same money, if they were on the same engines, wouldn't they?

Mr. Cadle: Yes, sir.

Mr. Sheean: But on your proposition for time and a half for overtime, the man who ran only one hundred miles, would be paid more money than the man who ran one hundred and twenty miles, would he not?

Mr. Cadle: Yes, sir.

Mr. Sheean: Well, that does not exist in any schedule today, does it; of the man making the less mileage and working the same length of time, receiving more money than the man who has delivered the larger unit?

Mr. Cadle: Your schedule provides that one hundred miles or less, ten hours or less, constitute a day's work. Hours in excess of ten hours will be paid as overtime. Now, if a man runs one hundred miles and he is twelve hours doing it, he gets twelve hours pay for it. He gets that on a mileage basis, because his mileage was just exactly one hundred. On your one hundred miles he gave twelve hours, not ten; he gave twelve hours for a day's work. Consequently there was no overtime in that last example.

Mr. Sheean: Now, supposing we take it, Mr. Cadle, just to make it a little clearer, take one hundred and fifty miles, run by one man in fifteen hours on a five-dollar engine; another man runs the same engine, or an engine of the same class one hundred miles, he is also out fifteen hours. The man who ran one hundred and fifty miles in fifteen hours, under your proposal, would receive fifteen hours' pay, would he not?

Mr. Cadle: Yes, sir.

Mr. Sheean: That is one and a half days, or receive \$7.50.

Mr. Cadle: I don't know how much he would receive.

Mr. Sheean: I mean under this proposal.

Mr. Cadle: He would receive—I know what he would receive in hours, but I don't know what—

Mr. Sheean: He would be paid for fifteen hours, wouldn't he?

Mr. Cadle: Yes, sir.

Mr. Sheean: A man who ran one hundred miles in fifteen hours would be paid ten hours for the one hundred miles, would he not?

Mr. Cadle: Yes, sir.

Mr. Sheean: And he would be entitled to five hours' overtime wouldn't he?

Mr. Cadle: Yes, sir.

Mr. Sheean: Which, under your proposal, would be computed at time and a half, so that you would pay the latter man seventeen and a half hours, would you not?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that the man running the 100 miles would be paid more than the man who ran one hundred and fifty miles in the same length of time?

Mr. Cadle: No, I do not understand that.

Mr. Sheean: Well, Mr. Cadle—By the way, Mr. Cadle, if because of your illness yesterday, or for any reason you feel tired at any time, do not hesitate to say so.

Mr. Cadle: No, go ahead; I will try and stand it for a while.

Mr. Sheean: If you do at any time feel any desire to suspend the examination, I will be very glad to do so.

Mr. Cadle: Thank you, sir; I will be glad to tell you.

Mr. Sheean: I just want to make sure whether I am right or not on that, Mr. Cadle. Now, to make it very simple, let us send out two men on the same class of engine, and they are each at the five dollar rate, and one man makes one hundred and fifty miles, and he is out fifteen hours; another man makes one hundred miles, and he is out fifteen hours. Now, let you and I figure out how much those two men will be paid? Their rate is five dollars.

Mr. Cadle: One man would be paid for his fifteen hours. He would give you a day and a half.

Mr. Sheean: That is the one hundred mile man.

Mr. Cadle: No.

Mr. Sheean: Well, the man who runs one hundred and fifty miles in fifteen hours, how is he computed?

Mr. Cadle: Why, the man that runs—

Mr. Sheean: One hundred and fifty miles in fifteen hours.

Mr. Cadle: If his time would be computed on a ten miles an hour basis, he would be paid fifteen hours.

Mr. Sheean: Now, the man who runs one hundred miles in fifteen hours, he would be paid what?

Mr. Cadle: He would be paid for fifteen hours' work. Five hours would be overtime.

Mr. Sheean: Five hours of that overtime, under this rule, computed at time and a half?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that he would be paid for seventeen hours and a half work?

Mr. Cadle: Yes.

Mr. Sheean: The man earning the less mileage, the effect of this rule would be, to pay more money to him than the man who ran the larger mileage?

Mr. Cadle: I don't know how that would figure out, because I cannot figure that thing out. We have figures and witnesses to put on with all those figures. I did not work on that end of it.

Mr. Sheean: There has never, Mr. Cadle, been any—in the use of this interchangeable time converted into miles, and miles into time, you have never had occasion to apply any such rule as that where the rate, because of overtime, was a different rate than the rate before?

Mr. Cadle: No, sir. Where they paid an advance and where they increased the whole rate in overtime, they did it by money. They don't do it in that way. They would fix the rate.

Mr. Sheean: In other words, Mr. Cadle, there is not now, and never has been, in the transportation of the United States or Canada, the payment of time and a half for overtime, has there?

Mr. Cadle: Well, I think you will find some schedule where you will find its equivalent.

Mr. Sheean: I wish you would give me any schedule in which there is the equivalent of time and a half in the transportation service, if you can, Mr. Cadle?

Mr. Cadle: I will do that: You know, in making up these schedules they will go to work and allow these arbitraries in rules.

Mr. Sheean: Yes, that is pretty general, is it not, Mr. Cadle?

Mr. Cadle: Yes.

Mr. Sheean: In the way of arbitraries and rules of different schedules, there will be an arbitrary on one road, a different arbitrary on another road, and they all enter into and form a part of the compensation of the men?

Mr. Cadle: Yes, sir.

Mr. Sheean: And an arbitrary that may look like a mere service rule may in fact work out into a compensatory rule? That is true, is it not?

Mr. Cadle: Yes.

Mr. Sheean: And as you separate and segregate service in the way of making preparatory time won, and initial terminal delay won, and road service won, and final terminal allowance, by so much as you add any arbitrary to different parts of the service, by just that much, compensation is affected one way or the other?

Mr. Cadle: The compensation is affected and a man's labor is affected also. That is what you make the rule for.

Mr. Sheean: So that a mere comparison of the rate on any particular road, Mr. Cadle, won't enable you to tell whether the rate is more or less favorable than the rate of another railroad, until you know to just what that rate applies?

Mr. Cadle: Yes, sir.

Mr. Sheean: That is true, is it not? An apparently low rate may in fact be more remunerative to a man than an apparently high rate?

Mr. Cadle: In building up his month's wages, yes.

Mr. Sheean: Yes, in building up his month's wages.

Mr. Cadle: Yes.

Mr. Sheean: An apparently low rate, if covering only strictly road service, and having an arbitrary for preparatory time, another arbitrary for initial, and another arbitrary for final terminal, might produce much greater compensation for a man than a higher rate which covers all service from the time he reported for duty until he was finally relieved?

Mr. Cadle: I never combined those rules together in that way. I never looked at them in that way.

Mr. Sheean: Oh, no, but—

Mr. Cadle: The way that I understand those arbitraries, those rules, and the rates which you have enumerated, the only

thing that the engineers have tried to do has been to get pay for all the work they perform. Now, a great number of the railroads provide that a man is called an hour or a half hour before leaving time.

Mr. Sheean: Yes.

Mr. Cadle: He has got to report at the roundhouse from fifteen minutes to one hour before leaving time of his train, by these schedules. Now, he takes his departure and begins to earn money for the company at the leaving time of his train, not at the time that he is called, not at the time that he is preparing his engine. As I understand it, what the engineers and firemen are contending for today is to get these railroad companies to pay them for all the work that they now perform. That is my understanding of it.

Mr. Sheean: So that a rule which fairly provided that an engineer should be paid for all time from the time he reported for duty until he was finally relieved—I say a rule which fairly paid him for all of that time, understand—

Mr. Cadle: Yes.

Mr. Sheean: That kind of a rule would be a fair rule in your judgment?

Mr. Cadle: It would be, providing you will pay the man for that hour or that thirty minutes in money. But if you will go to work and make a schedule and say to him, "Here, we will give you one hour for preparing your engine," and then at the end of the rule if you put an article or a sentence on there that will say that he does not get it, then it is only imaginary.

Now, I want to call your attention to one more thing right on this point. If you do not do that, then a man will go out on that ten-mile an hour basis, and he will absorb that hour provided he can get over the road within the prescribed length of time. It is an absolutely fair rule in my mind, when you will go to work and agree to pay a man for the time he is preparing his engine. If I am one full hour preparing my engine, and you agree to pay me for that hour, I want you to pay me for that hour, that hour not to become any part of my day.

Mr. Sheean: So that that hour will be in addition to the day?

Mr. Cadle: I will guarantee you under the schedules that that hour is set aside. I have given you sixty minutes. That

hour is set aside, and that hour is paid for for preparing the engines. Now, from the time you take your departure at the end of that hour, or take your departure over the road, from that period until the end of the road I guarantee you ten hours or one hundred miles of my work. I want it distinctly understood that the reason and the only reason why the engineers and firemen contend for that one hour preparatory time proposition, or thirty minutes, is that you shall pay for that, and that is no part of the man's day's work, that he will guarantee to you from the **beginning of his trip to the end of his run**, one hundred miles or less, or ten hours or less.

Mr. Sheean: So that there would always be, if that were done, that additional hour. If he did anything in the way of preparatory work there would be at least ten hours plus the one hour, and the company would have to pay on every day at least eleven hours?

Mr. Cadle: Yes.

Mr. Sheean: Irrespective of the miles run or the time on duty?

Mr. Cadle: Yes, under the rule.

Mr. Sheean: At least eleven hours?

Mr. Cadle: Yes.

Mr. Sheean: Is there any schedule in the United States or Canada now so far as you know that guarantees the payment of eleven hours?

Mr. Cadle: You do not guarantee eleven hours.

Mr. Sheean: Oh, no, but it guarantees payment for eleven hours.

Mr. Cadle: There are a great many railroads that pay their engineers the thirty minutes' preparatory time, or whatever the preparatory time is, and it is no part of their trip.

Mr. Sheean: How many?

Mr. Cadle: Eight I think—six or eight.

Mr. Sheean: Outside of the Canadian Northern and the Canadian Pacific, I wish you would tell us what the others are that guarantee that, irrespective of the trip?

Mr. Cadle: The Baltimore & Ohio Chicago Terminal; the Canadian Northern; the Canadian Pacific; the Chicago Junction Railroad. Shall I read the hours, too, so that you will get them?

Mr. Sheean: Yes.

Mr. Cadle: I will start over again. The Baltimore & Ohio Chicago Terminal allows thirty minutes.

Mr. Sheean: On how many engines?

Mr. Cadle: They allow it from a certain period, I presume, on five or six.

Mr. Sheean: Five engines, is it not, in the schedule?

Mr. Cadle: I think so.

Mr. Sheean: That is not allowed as to any other engines, is it?

Mr. Cadle: If you will wait I will show you down below.

The Canadian Pacific, thirty minutes.

The Canadian Pacific, Western Lines, thirty minutes.

The Chicago Junction Railroad, fifteen minutes.

The Duluth & Iron Range, thirty minutes.

Mr. Stone: That is not in there.

Mr. Sheean: Is that in this movement?

Mr. Cadle: No, but they are western lines.

The Duluth, Missabe & Northern Railway, thirty minutes.

Mr. Sheean: Is that in this movement?

Mr. Stone: No, it is not in the movement.

Mr. Cadle: I do not know. They are western railroads, though, and come in this western district.

The Duluth, South Shore & Atlantic, thirty minutes.

The Chicago, Milwaukee & Puget Sound, thirty minutes.

That makes eight railroads.

Mr. Sheean: Is that included in road time?

Mr. Cadle: Yes.

Mr. Sheean: The Chicago, Milwaukee & Puget Sound?

Mr. Cadle: As I understand you, we are talking now about preparatory time.

Mr. Sheean: Paid arbitrarily.

Mr. Cadle: Yes.

Mr. Sheean: Is this paid arbitrarily?

Mr. Cadle: Yes.

Mr. Sheean: Irrespective of time or miles?

Mr. Cadle: Yes.

Mr. Sheean: Not included in road time?

Mr. Cadle: Yes, it is paid for preparing your engines at the roundhouse or at the shop.

Mr. Sheean: On the Duluth, South Shore & Atlantic, that is freight only, is it not, or do you remember about that?

Mr. Cadle: No, I do not remember that.

Mr. Sheean: We can ascertain from the schedule.

Mr. Cadle: You had better make some note of those things.

Mr. Stone: We will get it into the record.

Mr. Sheean: Mr. Cadle, in the question I asked you a moment ago, I did not intend to enter into any discussion as to division of particular parts of the service, but you think a rule which fairly compensated the engineer and the fireman from the time they reported for duty or were required to report for duty until they were finally relieved, would be a fair rule?

Mr. Cadle: It is a fair rule if you pay a man for all the work he does for you.

Mr. Sheean: In many parts of this western country, Mr. Cadle, I suppose the service performed by the engineer and by the fireman, is from the time that he takes the engine at the roundhouse until he returns it to the designated track at the roundhouse?

Mr. Cadle: That is the general rule.

Mr. Sheean: That is the general practice?

Mr. Cadle: Yes.

Mr. Sheean: It is not the general practice that an engineer leaves his engine or ends his responsibility at any outer switch or at a depot?

Mr. Cadle: Not unless the rule provides that he is relieved by a hostler.

Mr. Sheean: And that is not a general rule, universally applicable on any railroad, or on any large number of these railroads?

Mr. Cadle: Not any particular service.

Mr. Sheean: Is it a rule of general application on any large number of roads in passenger service?

Mr. Cadle: There are a number of roads where they relieve their engineers at the station.

Mr. Sheean: On some passenger trains?

Mr. Cadle: Yes.

Mr. Sheean: Does that ordinarily cover relief on any branch lines, on those which have a provision as to relieving on passenger trains by hostlers?

Mr. Cadle: Oh, they relieve them all when they come into the station.

Mr. Sheean: On all passenger trains?

Mr. Cadle: That is where they have a rule of that kind, that they will relieve the passenger engineer at the station. A man might come in off a branch line and he would be relieved by a hostler just the same as a man who came off from a through passenger run.

Mr. Sheean: All I was seeking was whether or not there was any schedule that provided for the universal relief of all passenger engineers.

Mr. Cadle: Yes.

Mr. Sheean: What schedule is that?

Mr. Cadle: The Missouri Pacific.

Mr. Sheean: For all passenger engineers and on all trains?

Mr. Cadle: And all freight engineers.

Mr. Sheean: And all freight engineers?

Mr. Cadle: Yes.

Mr. Sheean: And where are the freight engineers relieved?

Mr. Cadle: The freight engineers are relieved at designated tracks, the company designate the tracks where they want their engines, where the engineer will find his engine. If you are called at one o'clock at night you always know where to go and find your engine that you are called for.

Mr. Sheean: That may be at the roundhouse tracks?

Mr. Cadle: Yes, but the company designates those tracks where we are supposed to find those engines.

Mr. Sheean: The Missouri Pacific Schedule apparently has certain excepted runs referred to. Do I understand you that every passenger train that comes in on the Missouri Pacific, that on every passenger train operated the engineer is relieved upon arrival at station?

Mr. Cadle: He is relieved or he is paid under the agreement.

Mr. Sheean: On every passenger train on that system?

Mr. Cadle: On every passenger train he is relieved, or if they comply with their schedule he is paid for handling that engine between the train and the roundhouse or the relieving point.

Mr. Sheean: Then there are no excepted runs?

Mr. Cadle: Not under the agreement which they have with the Missouri Pacific.

Mr. Sheean: Mr. Cadle, turning to the pusher, helper, mine run, wreck, belt line, transfer and other unclassified service——

Mr. Cadle: Yes.

Mr. Sheean: What is the distinction between belt line and transfer service? What is contemplated by this request? Or can you define a belt line?

Mr. Cadle: I cannot answer what is the difference between them; but I presume the reason why the language is used is that there are a great many railroads that have outside lines built around cities, and they call them belt lines. The name "belt line" originates right from that.

Mr. Sheean: In the transfer service, does this rule include any transfer from one railroad to another?

Mr. Cadle: Yes, where there are regularly assigned crews to transfer service for that class of work.

Mr. Sheean: Is it intended or limited to regularly assigned transfer service?

Mr. Cadle: Any regularly assigned. You might run a transfer today and you might not run it for a week, but if you did run it today, or ran it once, we expect that man to be paid through freight rates under that article.

Mr. Sheean: Supposing here in Chicago, for instance, where the tracks of the different companies are close together, if a switching crew sets over a cut of cars a few hundred feet or a few hundred yards to another railroad, is that a transfer under this rule?

Mr. Cadle: Well, I have seen maps drawn where men did not go out to take switch engines. They were assigned for a certain limit right in the yard, where the man did not go outside of his lead, to push cars over onto connecting lines of railroad. I could not see any difference, whether he pushed those cars over in there, or whether he pushed them on another track.

In such cases as that the engineers have not made any claim, as I understand, for transfer service.

Mr. Sheean: It is quite essential, is it not, in any rule of

general application, that there should be some definition of just what is transfer service?

Mr. Cadle: Yes.

Mr. Sheean: In order to operate under any such rule, you must have a specific definition of what is transfer service. You agree to that, do you not?

Mr. Cadle: Yes.

Mr. Sheean: And is there any generally understood or generally recognized distance that determines whether it is a switch movement or a transfer movement?

Mr. Cadle: No, sir.

Mr. Sheean: Under this request here, would the Ft. Worth Belt Railway pay through freight rates? That is a belt line, and one of the parties to this movement, I think.

Mr. Cadle: I do not know as I stated that they paid a through freight rate. I do not know anything about that belt line or what it is paying.

Mr. Sheean: I understand from Mr. Stone that the firemen represented by Mr. Cadle have made no investigation of that. Now, Mr. Cadle, does the "all other unclassified service" referred to in that rule, pertain to any specific class of service—is there any specific class of service that you have in mind as falling under that language "all other unclassified service"?

Mr. Cadle: Very frequently on railroads the engineers are put to work on different classes of work not covered by any specific rule in the agreement, and as I understand it, for all other unclassified service, that is not covered by the agreement, it shall take that rate.

Mr. Sheean: Now, after all your experience as to the different kinds and classes and possibilities of work that an engineer may be called upon to do, do you not think there should be specifically mentioned here each and all of the things to which the through freight rates shall apply?

Mr. Cadle: I think if we get what we have already asked for here—

Mr. Sheean: That you could strike out the "all other unclassified service?"

Mr. Cadle: Yes.

Mr. Sheean: You are willing to waive that now?

Mr. Nagel: You prefer the comprehensive expression, do you?

Mr. Cadle: Yes.

Mr. Sheean: Mr. Cadle, work trains vary on different lines, do they not?

Mr. Cadle: Yes.

Mr. Sheean: Take, for instance, now, a road that pays in work train service, for all calendar days, Sundays included, and pays mileage out to the scene of the work, and then the hours at the work, was it the purpose and intention of this presentation here that you should retain all of those work train rules on the particular roads which paid for Sunday, and for mileage to the work, and hours there, and then apply to those favorable rules the rate here requested?

Mr. Cadle: I believe that is the agreement, that anything you have got which is better, shall apply.

Mr. Sheean: So that without going into the details of that, there is a very wide spread upon the work train rules, is there not?

Mr. Cadle: Yes.

Mr. Sheean: And the practical effect of applying this request for through freight rates to all of these work train rules, would be to make a very wide spread in the work train service between those which now have favorable work train rules and those which have unfavorable work train rules?

Mr. Cadle: As I understand it, the engineers and firemen have made a request for through freight rates of pay, and if that request was conceded by the railroads, then you would have a standard rule for paying men in work train service.

Mr. Sheean: A standard rule or a standard rate?

Mr. Cadle: A standard rate.

Mr. Sheean: This standard rate thus obtained would apply, however, to varying work train rules, work train rules, would it not?

Mr. Cadle: Yes.

Mr. Sheean: Would you apply that standard rate, for instance, to a rule of one road which gave pay for all calendar days, and gave mileage out to the scene of the work, plus hours out there, and would you apply the same rates to another work train rule which paid the men solely on an hour basis?

Mr. Cadle: Yes.

Mr. Sheean: There are just those differences, are there not?

Mr. Cadle: Yes.

Mr. Sheean: Some railroads now put the work train service entirely on an hourly basis?

Mr. Cadle: Yes.

Mr. Sheean: Others go to the other extreme and pay for every calendar day, Sundays included, even though they do not work on Sundays.

Mr. Cadle: There is a provision in the rule.

Mr. Sheean: What is it?

Mr. Cadle: There is a provision.

Mr. Sheean: I say, what is it?

Mr. Cadle: There is a provision that if they are not released on Sunday, that if they are not permitted to go home, they shall be paid, if they are kept out there.

Mr. Sheean: But do not some of them go to the extent even of paying them Sundays anyhow? I am not talking about any general rule, but is there not some one road which even pays for every calendar day, Sundays included?

Mr. Cadle: There may be.

Mr. Sheean: But they do not work them Sundays?

Mr. Cadle: No.

Mr. Sheean: And then in addition to that some roads pay them mileage out each day, added on to their hours on duty?

Mr. Cadle: Yes.

Mr. Sheean: And the miles usually on a work train taking a crowd of men out are pretty rapidly made, and the compensation on that run is earned pretty rapidly.

Mr. Cadle: Yes, that is what they have got the rule for.

Mr. Sheean: Applying this standard rate you spoke of to a rule of that sort would produce a very different result on that road from applying the so-called standard rate to a company which simply paid on an hourly basis, would it not?

Mr. Cadle: It would increase just the difference between what they are getting now and what they would get under the through rate.

Mr. Sheean: Where you have an extremely liberal rule, such as paying for all calendar days, or combining both time and miles in a single day, ordinarily the rate paid by that road is not as high per day—the nominal rate is not as great—as

the rate paid by some other road which has an hourly basis? That is ordinarily true, is it not?

Mr. Cadle: Well, in some instances, yes.

Mr. Sheean: So that part of the roads have compensated their men by liberal rules and others by liberal rates? Perhaps you do not want to adopt, and I do not ask you to adopt the word "liberal"; but part of the roads have compensated their men by rules and others have compensated them by rates.

Mr. Cadle: I think your statement in that question is wrong. When the engineers' committee are making a schedule to their railroad company, they will get a schedule that will be as favorable to them as possible, and it all depends on the generosity of the man that they are dealing with. That is what has got a great many of these rules into the schedules.

One general manager may have a whole lot of work train service that he wants performed, and he wants to have good first class men on that job, and he wants to fix a good rate of pay for them. Now, he may fix it in what managers call punitive allowances, or he may give it to them in the daily rate; but I will assure you of one thing, that the engineers' committee, when they went in, got all they could get.

Mr. Sheean: Always?

Mr. Cadle: Yes, and that makes those differences.

Mr. Sheean: And now, they propose in this submission to retain whatever they have got in a favorable work train rule, and apply to it whatever they can get in a standard rate?

Mr. Cadle: Yes.

Mr. Sheean: When you were asked about this mixed train service I think you said that a mixed train is one that hauls freight and passengers, or passengers and freight, and the purpose of this proposition was to require way freight trains to be paid.

Mr. Cadle: Yes.

Mr. Sheean: Now, under this rule as proposed, was it the intention to have applied to a run the taking, for instance, of a car of stock to make a branch connection, where it was attached to a branch line passenger train?

Mr. Cadle: If the rule of that railroad that requires that service states in the schedule that if he hauls one or more freight cars in a passenger train, he shall be paid freight rates

for it, the rule would apply. They have such rules in their schedules.

Mr. Sheean: I am talking now about your Article 3, in which you define local trains as "Way freight or mixed trains whose work is the loading or unloading of freight or doing station switching en route"; and the other part of the rule is that "Through or irregular freight trains doing work such as loading or unloading freight, stock or company material, switching at stations, spurs, mines, mills, or required to pick up or set out cars, unless cars to be picked up are first out, or cars to be set out are switched together at terminals, or doing any other similar work, shall be paid for same at overtime rates in addition to time or mileage made on the trip."

Mr. Cadle: Yes.

Mr. Sheean: Now, was it the purpose or intention to make it a mixed train in case you attach a single car of stock to a passenger train? Was it the intention to convert that into a mixed service?

Mr. Cadle: That would be a mixed train, yes.

Mr. Sheean: On that day, although there were no more than the customary passenger stops made?

Mr. Cadle: Yes.

Mr. Sheean: And it was the intention to require way freight rates to be paid on that particular day, although it was ordinarily a passenger run?

Mr. Cadle: Yes.

Mr. Sheean: Does this rule, as it is worded here, also cover the handling—as I understand is sometimes done here in the Northwest—of these cars of fish coming from the Columbia River, refrigerator cars put into a fast passenger train? Would they have to pay freight rates on that?

Mr. Cadle: They would under the rule, yes.

Mr. Sheean: And these trans-continental silk trains, where a through car is put into a passenger train; that expedited movement would also require a freight rate to be paid, under your submission here, would it?

Mr. Cadle: Not if the rules of the certain company—

Mr. Sheean: No, I am talking about your proposition.

Mr. Cadle: There are rules on some of these railroads that govern just such movement as that.

Mr. Sheean: If this request was granted, would it abrogate those rules?

Mr. Cadle: I can only give you the same answer that I did before, that if those rules were better than what was awarded, they would be retained, under the agreement, as I understand.

Mr. Sheean: You would not expect to find anything better in those rules than to charge through freight rates on a silk train, would you?

Mr. Cadle: Well, no.

Mr. Sheean: So that if this was awarded, and it is permitted to claim through freight rates on a passenger train which had a car of silk on it, this rule would supersede the other, would it not?

Mr. Cadle: Yes, there are railroads now that have provisions made in their rules for running empty equipment or silk trains or anything like that on passenger train schedules, that they shall be paid freight rates for that.

Mr. Sheean: It is not unusual, is it, to attach to some of these passenger trains a car of horses? That is covered in some schedules now, is it not?

Mr. Cadle: Yes, horses loaded in express cars.

Mr. Sheean: Yes, either express cars or in these stable cars.

Mr. Cadle: Yes, there are a great many of those.

Mr. Sheean: Those are carried in passenger trains?

Mr. Cadle: Yes.

Mr. Sheean: Quite often?

Mr. Cadle: Yes.

Mr. Sheean: And this article supersedes that? That is, it makes the through rate applicable to passenger trains in which such cars are handled?

Mr. Cadle: Yes.

Mr. Sheean: This also applies to branch lines?

Mr. Cadle: There do not appear to be any exceptions.

Mr. Sheean: So that even on branch line movements, if there is a single freight car attached to what is ordinarily a passenger train, there will have to be a freight rate paid for that trip?

Mr. Cadle: On a good many branch lines the mixed train

is the only train you have got on that branch, and as a general proposition all of those trains are now paid either on a through freight rate or a local rate. They pay a higher rate than they do on passenger runs.

Mr. Sheean: Or an especially agreed rate.

Mr. Cadle: Yes.

Mr. Sheean: What would you say is the percentage in this western territory that is really branch line? Have you any idea of that?

Mr. Cadle: I do not know, sir. I did not work that up.

Mr. Sheean: But a very large part in western territory is branch line?

Mr. Cadle: No, I will not agree to that. There is a great deal of territory in the western country that they call branch lines, that are really main lines, in my view of the matter.

Mr. Sheean: There are some parts, whether it be main or branch line, in which the operation is this single train a day that you speak of, is it not?

Mr. Cadle: There are others where they run more than a single train.

Mr. Sheean: There are some of the class you spoke of?

Mr. Cadle: Yes.

Mr. Sheean: And some of that class you spoke of, where there is only one train a day, make actually less than one hundred miles entire run, do they not?

Mr. Cadle: Yes, some of them.

Mr. Sheean: Nearly all of those that are in the single train a day class, would make less than one hundred miles, would they not?

Mr. Cadle: Not all of them.

Mr. Sheean: No, no, I said a great many of them.

Mr. Cadle: Well, probably, yes.

Mr. Sheean: And where there is that single train there on that branch line, the engine at the end of the run is ordinarily turned over to some one in charge of the roundhouse if there is one there, a watch man?

Mr. Cadle: Generally at one end of the road.

Mr. Sheean: At one end of the road?

Mr. Cadle: Yes.

Mr. Sheean: On those branch lines that you spoke of where

they run a single train a day, there is not any exception as to the preparatory time allowance, or the initial or final terminal delay?

Mr. Cadle: No, sir.

Mr. Sheean: And if the work from the time the engine was taken charge of in the morning until it was delivered at the roundhouse back in the evening on that branch line, was done by an engineer, even though he did it in six hours—a total spread of six hours—there would be no way to avoid paying the ten hours for the road, and preparatory time, and whatever delay there was, both initial and final, if there was any delay?

Mr. Cadle: If there was any, and they had no other rule, yes.

Mr. Sheean: I mean under your proposal all those things will be put into operation in the schedule unless it was more favorable than giving you all of those things, would they not?

Mr. Cadle: Yes.

Mr. Sheean: And you do not know of any schedule on these single train branch line roads, at this time, that would give the engineer and fireman 100 miles for the road trip, plus preparatory time, plus initial and final terminal delay?

Mr. Cadle: Do you say I do not know of any railroad that is paying that now?

Mr. Sheean: On the single train branch line runs, you do not know of anything better than that?

Mr. Cadle: No, sir.

Mr. Sheean: Mr. Cadle, about the article in the request here for a mountain differential, have you that definitely before you?

Mr. Cadle: Yes.

Mr. Sheean: As I followed you on your statement, the roads which operate in the mountains very largely have set out in their schedule certain specified districts or certain designated runs to which there shall be applicable a different rate than in other territories?

Mr. Cadle: Yes.

Mr. Sheean: That is found in practically all of the schedules that operate in mountain territory? They have some provision pertaining to mountain operation?

Mr. Cadle: As a general proposition they have all got a differential.

Mr. Sheean: But some of them specify it in a certain number of constructive miles allowed on particular runs?

Mr. Cadle: Yes.

Mr. Sheean: Others set out a certain district as being mountain territory?

Mr. Cadle: Yes.

Mr. Sheean: And particular rates applicable there?

Mr. Cadle: Yes.

Mr. Sheean: And some just make a difference in the rate when in the mountain territory which is described in the separate schedules?

Mr. Cadle: Yes.

Mr. Sheean: Now, there is not in any schedule except the Great Northern, any provision which fixes a mountain grade at 1.8 per cent, or which refers in any way to the payment of a differential on a grade of 1.8 per cent or over, is there?

Mr. Cadle: I think you will find one rule which provides that where a certain grade is to be cut down, if it is cut down to less than one per cent, the mountain rate shall not apply.

Mr. Sheean: What schedule is that, if you know?

Mr. Cadle: The Chicago, Milwaukee & Puget Sound.

Mr. Sheean: Does that schedule make any provision for the paying of a differential on all grades where there is a 1.8 per cent or over?

Mr. Cadle: They specify the district or the grade where they get their six or twelve miles.

Mr. Sheean: Generally speaking, is it not true that each of these roads has designated by specific schedule provision, just the point or points at which the payment of a differential shall be made?

Mr. Cadle: Yes.

Mr. Sheean: And that differential varies on the same road as between different points, does it not, as to how many constructive miles will be allowed here and how many constructive miles there?

Mr. Cadle: Yes.

Mr. Sheean: It varies in different schedules?

Mr. Cadle: Yes, sir.

Mr. Sheean: Do you know of any provision, in any sched-

ule, in any mountain territory, east or west, United States or Canada, that on all divisions where the grade is 1.8 or over, an increase of ten per cent will be paid over valley rates?

Mr. Cadle: All? No, sir.

Mr. Sheean: This is something entirely new in schedule making, any such provision as this? That is, so far as it has been—as you can find in any schedule, east or west or north or south?

Mr. Cadle: Yes. Outside of that Great Northern.

Mr. Sheean: Well, that Great Northern, Mr. Cadle, has a specific provision, has it not, that “this shall apply to all grades of 1.8 or greater, but only for the actual distance covered by such grades?”

Mr. Cadle: Yes, sir.

Mr. Sheean: That is the specific provision of the Great Northern schedule, is it not?

Mr. Cadle: Yes, but the difference between their schedule and a great many of those others, where there is an arbitrary allowed, they state 1.8, while the others give a certain mileage, certain number of miles, or a certain number of hours, a certain—that is, the difference between the two. There is one schedule that we have got that has got 1.8 mentioned in it.

Mr. Sheean: But not as fixing a differential on that division?

Mr. Cadle: In the rates, you mean?

Mr. Sheean: A differential in the rates.

Mr. Cadle: Yes, sir.

Mr. Sheean: Well, that does not in that schedule fix the rates for the division on which the 1.8 gradient is found, does it?

Mr. Cadle: Yes, they specify.

Mr. Sheean: For the division. Specify the rate for the division, because on that division there is a grade of 1.8?

Mr. Cadle: Of that particular place where it applies. They enumerate—don't they enumerate in there where this rate shall apply?

Mr. Sheean: Mr. Cadle, what I would like to get at, is, whether or not there is in any schedule a provision the same as in this proposal, that on all divisions where the grade is 1.8 or over, that there shall be an increase of ten per cent?

Mr. Cadle: I answered you, no.

Mr. Sheean: Now, Mr. Cadle, there was some discussion the other day between you and Mr. Burgess with reference to the payment of 100 miles on a 92 mile run between Winslow and Williams. The schedule of that railroad, the Atchison, Topeka & Santa Fe—Coast Lines—to which you referred the other day, Article 38 of the schedule, the language of that Article 38, Mr. Cadle, is:

“Constructive mileage shall be allowed as follows: Between Winslow and Williams, 100 miles in both directions.”

That is the language, is it not?

Mr. Cadle: Yes, sir.

Mr. Sheean: The actual distance there is 92 miles, is it not?

Mr. Cadle: Yes, sir.

Mr. Sheean: As I understand you, Mr. Cadle, you first thought that under this provision there was a payment of 100 miles for the 92 miles run, and later suggested that there was paid for this run 108 miles instead of the 100 miles which the schedule called for. I call your attention or hand you, Mr. Cadle, a copy of a telegram and copy of reply which we have received from the operating officials of that road with reference to the actual payment made there, and would like to inquire whether or not you have any actual personal knowledge of a departure from the schedule provision of paying 108 miles instead of the 100 miles which the schedule calls for.

Mr. Cadle: As I understand this schedule, I stated it just exactly as I understand it, that, if a man was on a 97 mile run, he was allowed constructive mileage, and if he earned overtime that he would be paid the overtime over the hundred. That is the point that Mr.—

Mr. Sheean: No, Mr. Cadle, the distance run there is 92 miles, is it not? You know the distance between those two points, between Winslow and Williams?

Mr. Cadle: Between Winslow and Williams it says: “In both directions 100 miles.” This is what is allowed.

Mr. Sheean: And the actual distance is 92 there, is it not?

Mr. Cadle: Yes, sir.

Mr. Sheean: Now on the run, the man making that run, Mr. Cadle, is paid for 100 miles, according to the schedule. But,

I understood you to say the other day that your interpretation, or your understanding, was that he was paid 108 miles for that 92.

Mr. Cadle: Yes, sir, that was what I said.

Mr. Sheean: Although the schedule provides he shall be paid 100 miles between those points?

Mr. Cadle: That is my understanding of it, that he was allowed—if you understand me correctly now, he was allowed for the 92 miles, 100 miles for that, and there was added 8 constructive miles, on account of his being in the mountain territory, where there was a differential, and that differential was allowed to him—he was granted 8 miles, and that 8 miles would be 108 miles, instead of the 100.

Mr. Sheean: Well, Mr. Cadle, all that I wanted to get at was this, as to whether you had any actual knowledge of the practice or interpretation of this schedule provision that would cause you to think incorrect, the statement made by Mr. Wells of this road, in which he states, in this telegram which I have just handed you: “Engineers and firemen are paid 100 miles in both directions, Winslow and Williams, which figures 93 actual and 7 constructive.”

Mr. Cadle: No, sir.

Mr. Sheean: You have no personal knowledge of anything that would lead you to believe that that statement of Mr. Wells is inaccurate?

Mr. Cadle: Why, no.

Mr. Sheean: And it was only giving your interpretation that under the rule which says that between Winslow and Williams 100 miles in both directions, you would claim 108 instead of 100?

Mr. Cadle: Yes, sir. There is one point on that thing that I think should be brought out. Suppose a railroad company states that they will pay me eight constructive miles in that mountain territory. Now, if they don't pay me eight—if they add that eight constructive miles to build up the hundred, I don't get anything. It is only an imaginary item.

Mr. Sheean: That is, you get 100 every time you go out, whether it is 30 or 40?

Mr. Cadle: I get that under the schedule. 100 constitutes a day's work under that schedule, and I get it. It cannot be

considered constructive miles in the agreement. Where you might go to work and add the eight constructive miles on to build up to 100, I don't get that additional pay. I would get that whether I had any rule at all or not. But my understanding of that rule is this: When they allow me that eight constructive miles, that eight constructive miles is allowed in addition to my mileage or any work that I may have done on that division, if it is only ten miles that I ran over that mountain district. If that is all the work the company has for me that one day I get 108 miles for it. That is my understanding of the schedule.

Mr. Sheean: The language of the schedule is: "The constructive mileage shall be allowed as follows: Between Winslow and Williams 100 miles in both directions." The distance is actually 92 miles, and if you made a round trip there you would receive twice 92 ordinarily, would you not?

Mr. Cadle: Yes.

Mr. Sheean: If it was a turn-around service?

Mr. Cadle: Yes.

Mr. Sheean: Under this rule you would get 200?

Mr. Cadle: Yes.

Mr. Sheean: They treat that particular place as 92 miles being equivalent to 100, don't they, but under your interpretation of that you would treat it in all computations as 92 miles being equivalent to 108 miles?

Mr. Cadle: Because, the schedule provides that he would get 100 miles for the 92.

Mr. Sheean: He has got the 100 anyhow on your line of reasoning?

Mr. Cadle: Yes, sir, he ought to have that other eight.

Mr. Sheean: Mr. Cadle, when you spoke about the number of roads that have rules pertaining to motor car service—

Mr. Cadle: Yes.

Mr. Sheean: You referred, I take it, to the agreement made as a result of the last concerted movement—I think it was the last concerted movement, 1910?

Mr. Cadle: Yes, sir.

Mr. Sheean: Which made provision for motor car service?

Mr. Cadle: Yes, sir.

Mr. Sheean: There is not anything in that agreement which specifically refers to electrical multiple unit as a substitute for steam, is there?

Mr. Cadle: In the proposition submitted?

Mr. Sheean: No, in the agreement finally made.

Mr. Cadle: I don't know in the agreement finally made, but I think in the proposition submitted to Mr. Neill as a mediator that was put in, that was what we were talking on, electrical multiple unit.

Mr. Sheean: But the agreement which was finally made, simply referred to motor car service, did it not?

Mr. Cadle: Yes. It didn't specify any special motor car, as I understand it.

Mr. Sheean: And on many of these roads which you enumerated as having recognized the agreement as to seniority, where motor car service was established as a substitute for steam, there are no rates of pay found in the schedule and no actual motor car service?

Mr. Cadle: Where they have established a motor car service on these different railroads, they have fixed a rate. There are a great many other railroads which have no motor car service, and while they have got a rule that the seniority shall be interchangeable and that they shall be governed by the rules and regulations of steam, they haven't fixed a rate, because they haven't had any cars. That is as I understand it.

Mr. Sheean: All I wanted in that respect, Mr. Cadle, was that a great majority of the roads which have that general rule simply have a rule as to which they have no service as yet?

Mr. Cadle: Yes, sir.

Mr. Sheean: Can you tell how many roads actually have motor car service at this time?

Mr. Cadle: No, sir, I cannot.

Mr. Sheean: How many have fixed rates of pay—if it is not convenient, Mr. Cadle, we can get that later—I thought perhaps you could tell offhand about how many there were.

Mr. Cadle: There are twenty-six schedules that have a motor car rule in.

Mr. Sheean: How many have a rate of pay?

Mr. Cadle: There are six railroads that have a fixed rate of pay for motor cars.

Mr. Sheean: And so far as you know those six are the only ones that actually have motor cars?

Mr. Cadle: Well, I think there are no railroads that have motor cars that have not a fixed rate. Take the Burlington, for instance. The Burlington has got a rule in their schedule, they have got a motor car but an engineer is not running it. I don't know what rate the fellow does get that is running it.

Mr. Sheean: Under the rule no engineer has qualified? Your rule provides for that?

Mr. Cadle: Yes, sir.

Mr. Sheean: So far as you know, no engineer on the Burlington has, under that rule, exercised his seniority right?

Mr. Cadle: I am not aware whether the company ever called one of their men in to qualify for that service.

Mr. Sheean: That is elective with the men?

Mr. Cadle: Not so under the rule. The rule provides that the engineers shall have this work when it is installed. Now, if the company has not called an engineer in to qualify him for that work, why, they haven't lived in compliance with the rule.

Mr. Sheean: You don't know anything personally about whether anyone has attempted to qualify or whether there has been any request, or anything about it?

Mr. Cadle: I know one thing certain, there is a brakeman running it.

Mr. Sheean: What is that car, running where?

Mr. Cadle: That motor car you have got out at Deadwood, out in the Black Hills.

Mr. Sheean: How far does it run?

Mr. Cadle: They added a few miles recently. I suppose it runs sixteen or seventeen miles. I presume they make in their day's running, back and forth, perhaps a good many miles—close on to a day's work in there. It would not make any difference, the point I want to bring out is this, that we haven't got that motor car. There is a motor car out there that we haven't got any rate fixed for, and that would answer your question.

Mr. Sheean: Is there a trolley car?

Mr. Cadle: I don't know what it is. Electric, I think.—I think it is a gasoline car.

Mr. Byram: It is an electric street car, a trolley car.

Mr. Cadle: Do you mean it is a trolley car that goes out on a country road?

Mr. Byram: It is a trolley car that runs between Deadwood and Lead, four miles.

Mr. Cadle: There is a difference between a trolley line and an interurban line, or a street car through a city.

Mr. Byram: Just an ordinary street car. It goes between the two towns, four miles.

Mr. Cadle: There was an engineer that ran that run before you converted it to electricity.

Mr. Byram: No, it was always an electric line.

Mr. Cadle: There was an engineer that ran portions of that run and drew certain wages for it.

Mr. Byram: It was always a trolley line. It was that when we bought it.

The Chairman: We will take a recess now until 2 o'clock.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2 o'clock P. M.)

AFTER RECESS.

M. W. CADLE was recalled for further examination and, having been previously sworn, testified as follows:

Mr. Cadle: If the Board please, I have one correction here that I would like to make. In my statement this morning as to roads that paid an arbitrary preparatory time, I stated the Chicago, Milwaukee & St. Paul. I would like to correct that to read the Minneapolis, St. Paul & Sault Ste. Marie.

Mr. Sheean: Mr. Cadle, if you will go back for just a minute, please, to that part of the submission in Article 2, covering "Pusher, helper, mine runs, work, wreck, belt line." Have you that before you?

Mr. Cadle: Yes, sir.

Mr. Sheean: Is there any definition in any of these western schedules as to mine runs?

Mr. Cadle: They have service that they call mine runs. I suppose that was the only definition there is. The railroad calls it a mine run.

Mr. Sheean: That was what I meant, as to whether they designate it in any particular way.

Mr. Cadle: Yes.

Mr. Sheean: And this was intended to only cover service that is thus specified?

Mr. Cadle: Mine runs.

Mr. Sheean: Mine runs?

Mr. Cadle: Yes.

Mr. Sheean: Now, as to the helper service, was there contemplated by this submission that any engine which at any time in the day did any helper work, that it should take the helper pay?

Mr. Cadle: Yes.

Mr. Sheean: So that a yard engine helping a train out of the yard would take the helper rate?

Mr. Cadle: Yes, sir.

Mr. Sheean: Was it also the intention that he should have 100 miles for this pushing out of the yard and also his day in yard service?

Mr. Cadle: It was unless you agree differently.

Mr. Sheean: Well, we haven't anything to do about agreeing here, have we? I mean the purpose and intent, if this request is granted and applied. A yard engine which pushed a heavily loaded train out of the yard, getting it started on the road, would draw one day for that service in pushing that train, and if it worked in the yard the rest of the day, one day for its yard work?

Mr. Cadle: If that yard engine was considered—if that was a portion of the duty assigned to that yard engine, that he was to push the train out of the yard, and you used him in this capacity, this rule would apply.

Mr. Sheean: Well, I am attempting, Mr. Cadle, to get the case of a train which is stalled, or which needs assistance in starting out. Not a regular course of events but a yard engine used on one day to push one train out and be switching the rest of the day. Under this proposal, does he draw a helper's day and a yard day?

Mr. Cradle: I would say this; that, if a yard engine was required to help a train out of the yard—that is, in the yard, to help them start their train, and he did not go out of his switching limits that he was assigned to, why, it might be considered that he was doing his regular work. I do not think the rate would apply. But what we contemplate applying here is

where you have pusher engines and helper engines that they shall carry the through freight rate.

Mr. Sheean: Well, does it also contemplate that at a yard, for instance, such as at St. Paul, or between St. Paul and Minneapolis, where there is a helper assigned to do that work, and trains should bunch up so that you would have to send a yard engine out to push one train, that that yard engine would draw the helper rate of pay for the day as well as for the work it did in the yard?

Mr. Cadle: I think the rule contemplates, if you are part of a day switching and part of a day helping to put back the transfer freight, I don't think the rule contemplates that if you should use a switch engine in its own limits to help a train out, or help pull a cut of cars out of a side track, get them straight, and so forth, I don't think the rule applied to that kind of a case at all.

Mr. Sheean: Well, where in the submission, Mr. Cadle, is there any provision for combining these two classes of work that you separated, combining the yard work or yard day with the pusher or helper day?

Mr. Cadle: We worked those details out before on the same kind of rule of submission.

Mr. Sheean: That is, you mean in the East?

Mr. Cadle: Yes. When you submitted this, you submitted it to the General Managers' Committee and we had a great many of those rules that we went to work and gave the general managers the interpretations of, how they should apply, so you can find in that record the principle underlying the proposition, so far as the engineers are concerned.

Mr. Sheean: So that if the award on this article was given here as to helper, the contention would be the same as was made in the East as to how and when and where the helper rate should apply?

Mr. Cadle: I should judge so, yes.

Mr. Sheean: And if the contention there was that every helper and pusher service should give you a helper and pusher day, your understanding, is, that the same contention would be made here?

Mr. Cadle: Yes, sir.

Mr. Sheean: It was not intended, though, to apply simply to regularly assigned helper or pusher services?

Mr. Cadle: The rule was to apply to all. The way it is written, it applies to all and there are no exceptions.

Mr. Sheean: I forgot, Mr. Cadle, to ask you this morning as to this narrow gauge proposition, on roads where narrow gauge locomotives are in service, a 5 per cent increase over present rates in effect shall be granted?

Mr. Cadle: Yes.

Mr. Sheean: Does that contemplate that in addition to the 5 per cent, all of these other rules, such as preparatory time, initial and final terminal delay, hours of service, etc., shall also apply to the narrow gauge operations?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that this increase requested is solely as to the rates, and all the other increases or changes that there are in rules are to be applicable to the narrow gauge operation also?

Mr. Cadle: Yes, sir.

Mr. Sheean: Does that also include the 1.8 per cent gradient, in the clause just preceding, on all divisions where the grade is 1.8 per cent or over, an increase of 10 per cent over valley rates will be paid?

Mr. Cadle: I would judge so, yes, sir. If the rates on the narrow gauge at the present time are not equal to that amount, if they were awarded that, that would apply to the narrow gauge.

Mr. Sheean: That is, after first applying the 5 per cent increase to present rates?

Mr. Cadle: Yes, sir.

Mr. Sheean: You would then, where there was a narrow gauge operated on any division that had more than 1.8 per cent grade, add a further 10 per cent?

Mr. Cadle: Yes, sir.

Mr. Sheean: And then apply also preparatory time, initial and final terminal delay?

Mr. Cadle: Yes, sir.

Mr. Sheean: And the ten hours or less would still apply as to the run, whether it was thirty or forty or twenty miles?

Mr. Cadle: Yes, sir.

Mr. Sheean: Mr. Cadle, you spoke of some rates on electric service, and among others, you mentioned a \$4.40 rate on

the Southern Pacific. The operation to which that applies has no provision for one hundred miles or less constituting a day, has it—never mind, Mr. Cadle. If the Board pleases, I think without questioning as to these details of variations in schedules, it is proper to say that we have in course of completion a compilation and comparative analysis of the schedules, by reference to the article in each particular schedule, so that, if and when there be any variation from the conclusions or deductions that Mr. Cadle has given, I do not want to be bound as giving assent to his proper classification or analysis of a particular schedule, giving a five hour day, or an eight hour day, or a ten hour day, or any other matter, but that we will submit such a tabulation accompanied by the schedules on which it is based, when we come to our side of the case; and my thought was perhaps we would be wasting time not simply to question about the details of particular schedules, and if it be understood that I am not giving assent to the classification under which he has grouped, in his testimony, certain roads, I will not take up the time of the Board in questioning about the provisions of the particular schedules.

The Chairman: I understand there must have been a controversy about this matter, and you have one view of the matter, and they claim another, therefore you can present your view in direct testimony or by cross-examination.

Mr. Sheean: It being largely a matter of documentary evidence as to just what the schedules show, it occurred to me I would probably only unnecessarily take up time to debate with the witness on any particular schedule.

The Chairman: I think you are right about the matter.

Mr. Stone: Of course, we will have a chance to introduce documentary evidence in rebuttal.

The Chairman: Certainly. Everything material bearing on the matter, pro or con, will be received.

Mr. Cadle: I would like to answer the question that has been asked me in regard to the motor car service on the Southern Pacific. Ten hours or less, ten consecutive hours or less, constitutes a day in the motor car service on the Southern Pacific.

Mr. Sheean: So that the actual practice there would be

that ten full hours or consecutive hours, irrespective of the mileage run, would be necessary to earn this \$4.40 rate?

Mr. Cadle: Ten consecutive hours or less.

Mr. Sheean: Yes, but if they worked ten hours and made 250 miles, the pay would be this \$4.40 rate?

Mr. Cadle: Yes.

Mr. Sheean: And it is not the other provision that you have adverted to so frequently, that the hundred-mile unit is applicable there in connection with the ten hours?

Mr. Cadle: No, sir.

Mr. Sheean: As a matter of practice on the runs there do you know whether there are 220 miles run in that electric service for each of these \$4.40 days?

Mr. Cadle: That may be true.

Mr. Stone: May I ask a question for information, Mr. Chairman?

The Chairman: Certainly.

Mr. Stone: Mr. Sheean, where do you find that electric service on the Southern Pacific?

Mr. Sheean: In Article 28 of the Southern Pacific schedule.

Mr. Stone: Do you understand that that applies to all electric service?

Mr. Sheean: I have no understanding about it.

Mr. Stone: Is it not a fact that that is motor car service and does not cover the multiple unit, of electric service, of San Francisco and Oakland?

Mr. Sheean: I think that is covered by a separate provision, and I think when Mr. Cadle testified about the \$4.40 rate, that this service was the service, and only this \$4.40 is paid for 220 miles.

Do you know, Mr. Cadle, whether or not, referring now to Article 3, Local or Way Freight Service, there is a practice, quite common on roads in Western territory, of handling on their expedited or through trains, refrigerator cars between certain points, and to unload at a few stations the meats from those peddler cars?

Mr. Cadle: Yes.

Mr. Sheean: If it is needed there.

Mr. Cadle: Yes.

Mr. Sheean: And this proposal contemplates that even on those through trains where a single peddler car is put on, that train shall be converted into a local train and pay a local rate?

Mr. Cadle: I do not think that was ever taken into consideration at all.

Mr. Sheean: Under your definition here of Article 3, if adopted, the loading or unloading of freight ipso facto makes the train a way freight, does it not?

Mr. Cadle: Yes.

Mr. Sheean: So that this practice which is quite general, or quite common, is it not—

Mr. Cadle: Yes, there is some of it done.

Mr. Sheean: And the handling of these refrigerator cars in that way cannot feasibly be done with a slower movement of the regular way freight—that is, cannot be done as expeditiously and as well as it is now done—

Mr. Cadle: There is one thing about the handling of those cars. If you will take the practice in effect today, I do not believe there has been very much complaint made or been any complaint coming from the engineers where they put one of those cars on; but the great difficulty is they will put one on today and put two on tomorrow, and the next day they will have a whole lot of them on, and we want pay for that as way freight.

Mr. Sheean: Just what contribution does the engineer or fireman make, where the trainmen do, at these two or three stations, unload a quarter of beef?

Mr. Cadle: I have seen a great many engineers and firemen helping to unload way freight.

Mr. Sheean: I am talking about refrigerator cars.

Mr. Cadle: Yes, I am speaking about the refrigerator cars. Take a man on a single track railroad, a little bit pinched for time; you will see the engineer down there helping them if they want any assistance.

Mr. Sheean: Just when and where was that, that you saw that done by an engineer? On what road and at what station?

Mr. Cadle: In working in my official capacity the other day I investigated a pension claim. The man had lost his eye. That gentleman's name was Ryan, and he was working on the Union Pacific Railroad out of Grand Island, Nebraska. I asked him how he lost his eye and he told me that he was assisting in un-

loading way freight in order to get out. They had a heavy box of dry goods that had a hoop on it, and when they dropped it the hoop hit him in the eye. There is one engineer that I can state about.

Mr. Sheean: That was on a way freight train, was it?

Mr. Cadle: I do not know whether it was on a way freight train, but he was unloading way freight.

Mr. Sheean: Well, Mr. Cadle, I understood you to say that in this case of the unloading from peddler cars or refrigerator cars you had known of instances of the engineer doing some work in connection with that.

Mr. Cadle: Well, yes, I helped to carry a quarter of beef out myself when we were peddling.

Mr. Sheean: On a local freight?

Mr. Cadle: No, on a through freight. We ran them on a through freight.

Mr. Sheean: You ran them on a through freight?

Mr. Cadle: Yes.

Mr. Sheean: And that practice goes back to the time when you were an engineer?

Mr. Cadle: Yes, clear back.

Mr. Sheean: And how long is it since you ran an engine?

Mr. Cadle: It has been, perhaps, twelve or fourteen years.

Mr. Sheean: Where was it you last ran a train as an engineer?

Mr. Cadle: On the Missouri Pacific.

Mr. Sheean: Twelve or fourteen years ago?

Mr. Cadle: Yes.

Mr. Sheean: And at that time, and ever since, as far as you know, the refrigerator cars have been handled in through freight trains at times?

Mr. Cadle: Yes, we handled a meat car at that time out of Kansas City east, and that is the reason I know.

Mr. Sheean: That is what I mean, a meat car; and on other roads they handle a fruit car at times in the same way?

Mr. Cadle: Well, I do not know; I never handled any fruit cars—that is, package freight.

Mr. Sheean: Is it your idea, Mr. Cadle, that either in this submission or in the past rules, there is anything which requires an engineer to do any work in connection with the loading or

unloading either of way freight or of other freight from through trains?

Mr. Cadle: No, sir.

Mr. Sheean: Then are you able to state whether Article 3 in the form in which it is presented would operate to make applicable the local or way freight rate to all of these through trains on which a peddler car is handled?

Mr. Cadle: It looks to me as though you have a number of schedules right now in existence where they say that if you unload package freight at one, two, three or more stations, whatever they enumerate, that will be classed as a way freight train.

Now, if that rule is in the schedule, and that rule is not a part of the arbitration proceeding here, I do not see anything in here that would eliminate that rule.

Mr. Sheean: I am talking now about a road which does not have any such rule; and so far as any of these rules are concerned, they are eliminated if they are any better than this rule.

Mr. Cadle: Yes.

Mr. Sheean: I am talking about what this rule gives you in that respect. Just consider that there is no rule in any schedule that is better than the proposition that you should get way freight rates on a through train that has a single peddler car. Would this rule in the form in which it is submitted require the payment of the way freight rate?

Mr. Cadle: Yes, sir, I think it would.

Mr. Sheean: In that same article, in the next paragraph, concerning the doing of certain work by a through or irregular freight train, provision is made for paying for all the work there enumerated at overtime rates, in addition to the time on mileage made on the trip. Does this proposition, as submitted, contemplate that the work there enumerated shall be paid for at the rate of time and one-half?

Mr. Cadle: Overtime?

Mr. Sheean: Well, work such as switching at stations, spurs, mines, mills, or required to pick up or set out a car unless the car is first out.

Mr. Cadle: No, I would not think that time and a half would apply to that work unless it was at the end of the run over the ten hours.

Mr. Sheean: But the proposition does say that it shall be paid for at overtime rates.

Mr. Cadle: Yes.

Mr. Sheean: Under your freight proposition as to overtime—overtime in all other service than passenger—turning back to the last part of Article 1, “Overtime in all other service except passenger and switching service will be computed on a basis of ten miles per hour and paid for at the rate of fifteen miles per hour.”

Mr. Cadle: Yes, sir.

Mr. Sheean: Is there any other provision from which you can ascertain what the overtime rate applicable to this station switching is, except that last part of Article 1?

Mr. Cadle: The overtime rate would—in freight service would be paid according to the class of engine that you were operating, and it would be paid at the end of the run, time and a half. That is the intent of that rule, as I understand it.

Mr. Sheean: So that, unless this ran into overtime, is it your understanding, that you are not to be paid for this unless at the end of the trip the total of time gave more than ten hours?

Mr. Cadle: No. I understand that if a through freight train, going over a road, is called upon to perform any of this kind of work enumerated in that article, that they are to be paid the overtime rate, separate and distinct from any other time that is earned on the trip.

Mr. Sheean: That is, even though the total time on duty was but five hours and the total miles run was fifty?

Mr. Cadle: Yes.

Mr. Sheean: They would draw one hundred miles for the fifty run, and they would also draw time paid for at overtime rates for anything that they did under the headings classified here?

Mr. Cadle. Yes, sir.

Mr. Sheean: Now, Mr. Cadle, reading these two articles together, or these two parts of Article 3, you make provision in the first paragraph whereby a local freight train is defined, and in that first paragraph a local way freight, among other things, is defined as one which is doing station switching en route.

Mr. Cadle: Yes, sir.

Mr. Sheean: Was it the intention, that these two paragraphs of this article should be combined so that the provision that he would get the way freight rate under the first part of the article and be paid separately for all of this switching at stations, simply means the miles separate from the road trip?

Mr. Cadle: Yes.

Mr. Sheean: So that he would take both the freight rate applicable to the whole trip, plus all of these intermediate things in addition to the time he makes?

Mr. Cadle: Yes.

Mr. Sheean: That is irrespective entirely of the length of run or the total time on duty?

Mr. Cadle: Yes, sir.

Mr. Sheean: Then, Mr. Cadle, would this practically operate to have the man paid both for the total time on duty, if it ran into overtime, and also separately and distinctly from the trip, all the work that he did, in any of these respects?

Mr. Cadle: If the overtime accrued after ten hours, yes, sir.

Mr. Sheean: The same time. If it was two hours that he did this work, he would be paid, both for overtime at time and a half and also be paid for it at overtime rate in here, the same two hours?

Mr. Cadle: Yes, sir.

Mr. Sheean: Give him three hours as overtime; two hours because it was intermediate, if it was computed on the pro rata basis, or five hours all told?

Mr. Cadle: Yes, sir.

Mr. Sheean: If the time and a half is also applicable here it would give him six hours that he is paid for for these two hours?

Mr. Cadle: That would be pretty good pay.

Mr. Sheean: Yes, and that is what the rule would give him if granted. We cannot quarrel over that, Mr. Cadle, that it would be extremely good pay, but we want to ascertain whether or not that is what we would be called upon to pay if this request were granted?

Mr. Cadle: It looks to me as though you are getting those two rules that are made for two separate and distinct purposes mixed. The additional pay does not make a local train

out of that train. It is still a through freight train. That is what it refers to. The first paragraph of that rule provides how mixed trains and other trains shall be paid. Now, then, for your local—define what constitutes a local. Now, when a man does this additional service, that does not make a local train out of him. He is still a through freight train. He does not get the through freight rates, but he does get the through rates, and he gets this additional work—pay for this additional service.

Mr. Sheean: And if it runs over ten hours he draws it both as overtime and in addition to the time or miles of the trip?

Mr. Cadle: Yes, but it is through freight rates. Don't call it local.

Mr. Sheean: You say at overtime rates?

Mr. Cadle: Yes.

Mr. Sheean: So that anything over the actual ten hours on the trip, if two hours of that was done in this intermediate switching, he would be paid both for the overtime and for the intermediate switching?

Mr. Cadle: Yes, sir.

Mr. Sheean: And whether the time and a half applied twice to that, or only once, you say, so far as you understand, it was the intention to apply it only once as to the overtime and give him five hours and not six for that two hours extra work, in case it ran into overtime?

Mr. Cadle: I really haven't worked that rule out now to see how it would apply. I would not like to say definitely that that would work out that way unless I was certain that it would.

Mr. Sheean: Generally, in the Western schedules, either in the schedules or in the time cards, local freights are designated and specified, are they not?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that there isn't any misunderstanding between the roads as to what are actually way freights, as listed in the schedules, or as put on their time cards; the controversy has arisen, wherever there has been a controversy, by the claim made to have applicable to certain trains, rates of

pay where those trains were not either carded or enumerated as local or way freights?

Mr. Cadle: The question, that I have been principally connected with, arose where they would run second sections of a local train; they would run two trains. They would divide the work between those two trains; the first train would haul the cars that were to be distributed at the different stations and do the station switching, and the other train would take the way freight and the package stuff.

Mr. Sheean: That is the way freight?

Mr. Cadle: Yes. The questions I have been called on to try to adjust with the companies were where they refused to pay the local rate of pay for the second section.

Mr. Sheean: That is where they were handling carloads?

Mr. Cadle: Well, distributing it.

Mr. Sheean: Distributing carloads?

Mr. Cadle: Yes, sir.

Mr. Sheean: The way freight ordinarily has been a train that leaves at a regularly scheduled time, puts on and takes off less than carloads, and also may have cars to deliver on the intermediate journey?

Mr. Cadle: Yes, sir.

Mr. Sheean: And in a great majority of the schedules there is a specific provision made as to just what are local or way freights, is there not?

Mr. Cadle: In some of them, yes.

Mr. Sheean: Well, a good many of them?

Mr. Cadle: The time table always specifies.

Mr. Sheean: What is it?

Mr. Cadle: The time table always specifies.

Mr. Sheean: The time table always specifies the way freights?

Mr. Cadle: Yes, sir.

Mr. Sheean: And the way freights on different roads so as to meet conditions upon these different roads?

Mr. Cadle: Yes, sir. There are railroads that have no time table at all for their way freight trains.

Mr. Sheean: In this country or Canada?

Mr. Cadle: In this country. Take the New York Central;

take those four track railroads, and they do not have a schedule at all; they start them out when they get ready.

Mr. Sheean: Here in the west is there any way freight that isn't shown regularly in the time card?

Mr. Cadle: Not that I am aware of, no, sir.

Mr. Sheean: So that any one speaking of a way freight, he can ordinarily ascertain from the time table just what way freights there are on that road?

Mr. Cadle: Yes, sir.

Mr. Sheean: And in addition to the time table they are enumerated in a great many schedules?

Mr. Cadle: Yes, sir.

Mr. Sheean: As to the differential which is applicable, Mr. Cadle, 25 cents; that is the highest differential here in the Western territory, with the single exception of the Northern Pacific Railroad, is it not?

Mr. Cadle: I have got a list here of the percentage, and the 25 cents is paid by a great many railroads, but there are other railroads paying a greater amount than 25 cents, other than the Northern Pacific.

Mr. Sheean: In the Western territory?

Mr. Cadle: Yes, sir.

Mr. Sheean: Shown by the schedules?

Mr. Cadle: Yes, sir; I have got a list of them here and the percentage, the amount of percentage.

Mr. Sheean: If you have that handy, I wish you would just read that into the record as to which pay more than 25 cents in the West.

Mr. Cadle (Reading):

Canadian Pacific, West, 40 cents.

Chicago & Alton, 30 cents.

Burlington, 30 cents.

Chicago & Eastern Illinois, 33 and 35 cents.

Chicago Great Western, 30 cents.

Chicago & North Western, 30 cents.

Chicago, St. Paul, Minneapolis & Omaha, 30 cents.

Fort Smith & Western, 60 cents.

Fort Worth & Denver City, 50 cents.

Great Northern, 40 cents.

Gulf, Colorado & Santa Fe, 50 cents.

Illinois Central, 25 to 40 cents.
 Minneapolis & International, 7 per cent.
 Missouri, Kansas & Texas, 25 to 35 cents.
 Missouri, Oklahoma & Gulf, 35 cents.
 Northern Pacific, 10 per cent.
 San Antonio & Aransas Pass, 65 cents.
 St. Louis, Brownsville & Mexico, 30 cents.
 Texas Pacific, 35 cents.
 Wichita Valley, 50 cents.

Mr. Sheean: Where there is a difference in the amount of differential, are those on certain specified way freight runs, that on one they will pay a certain amount, and on another way freight another differential?

Mr. Cadle: No, those are the regular way freight rates.

Mr. Sheean: You said from 25 to 35 cents—that is, on a particular run the differential may be 25 cents, and on another run 35 cents?

Mr. Cadle: Yes.

Mr. Sheean: And the runs themselves are specified in the schedule?

Mr. Cadle: Yes.

Mr. Sheean: The next article, switching service,—you stated, upon direct examination, in response to a question of Mr. Stone, that the only difference from the present rule was that of continuous service. I think, perhaps, you did not intend to exclude from that, that the provision as to time and a half is a new proposition in switching service, isn't it?

Mr. Cadle: The time and a half is new, but an increase over the daily rate is not new.

Mr. Sheean: Well, the time and a half—

Mr. Cadle: What I mean by that, now, so you will understand it, if I am working ten hours a day and my hourly rate is 35 cents, there are schedules where the overtime rate would be more than 35 cents per hour; that is, you increase the overtime rate.

Mr. Sheean: Just what schedule do you know of that makes an hourly rate?

Mr. Cadle: I am speaking about the hourly rate for overtime, where the 15 per cent would apply.

Mr. Sheean: Well, in arriving at the hourly rate you sim-

ply carry back the daily rate, do you, and reduce that to the hourly rate, yourself?

Mr. Cadle: Yes, sir.

Mr. Sheean: And by the way, Mr. Cadle, in that same connection, the hourly rates. You spoke the other day of there being in the east, in passenger service, a twenty-mile an hour basis of overtime. Under that rule, overtime is paid at the fixed rate of 50 cents an hour, isn't it?

Mr. Cadle: Yes, sir.

Mr. Sheean: And you do not have, either in the east or anywhere, a provision in the exact form of your request, for passenger service, here?

Mr. Cadle: A fixed rate?

Mr. Sheean: The exact form of the request which you have made here.

Mr. Cadle: You have got a fixed rate in—do you mean pro rata?

Mr. Sheean: No. The form of your request as to the passenger service, what shall constitute a day and what shall be paid, how overtime shall be computed and paid, all considered together.

Mr. Cadle: Let me see what it does say.

Mr. Sheean: Preparatory time, initial and final terminal delay, they are all parts of the day's work, aren't they?

Mr. Cadle: Yes, sir, under this proposition.

Mr. Sheean: And there isn't any schedule that you know of that has all of the things in it that you have here, either as to passenger or freight—that is, I mean the number of miles, the number of hours, the rate as to overtime, the arbitrary preparatory time, the initial and final terminal delay—no one schedule that you know of has in it all of the provisions on those topics which are contained in this request?

Mr. Cadle: Yes, I think I can find you a schedule of that kind.

Mr. Sheean: But you cannot name it now?

Mr. Cadle: I can pick one out here, though, I think.

Mr. Sheean: Well, if you can, I would be very glad to have it. If you cannot do it readily I would be very glad to have you furnish it at any time during the conference here, in which either the freight or passenger has the same provision as to length of

day, the same arbitrary for preparatory time, the same initial and final terminal delay that is contained in this request.

Mr. Cadle: Well, supposing it was on an eight-hour basis instead of ten hours?

Mr. Sheean: Not if it had the others in it, no. Any one you can find which has a combination as favorable, Mr. Cadle, I will put it that broad, a combination on those topics in any one schedule which contains all of these provisions or anything equally favorable, in a single schedule. This switching rule, Mr. Cadle—is there any provision in any schedule now which makes the ten hours of switching service continuous, from the time that they go to work until they are relieved, and pays entirely for the meal hour?

Mr. Cadle: I understand the Baltimore & Ohio, yes, sir.

Mr. Sheean: The Baltimore & Ohio Chicago Terminal?

Mr. Cadle: No, the Baltimore & Ohio proper. I don't know whether they have got that in the Terminal or not.

Mr. Sheean: Pay for ten hours for nine and a half hours actually at work?

Mr. Cadle: Yes, sir. And I might say the Delaware, Lackawanna & Western. I made a schedule there where they pay them continuous.

Mr. Sheean: Now, Mr. Cadle, when you outlined here on direct examination the necessity for having a reasonable dinner hour provision, it is a fact, is it not, that at the present time all of the schedules of the roads, or if not in the schedule, the practice upon all of the roads in this movement is to make provision for a dinner hour?

Mr. Cadle: Yes, sir.

Mr. Sheean: And in that respect there isn't any difference between the actual time given, in respect to furnishing time to eat, between your proposal, and the practice of the railroads; your proposal simply requiring pay for that, but not changing the practice itself?

Mr. Cadle: Yes, sir.

Mr. Sheean: And there is nothing about your proposal here that would tend in any way to bring about any change in the operating practice?

Mr. Cadle: No, sir.

Mr. Sheean: It is quite important, is it, Mr. Cadle, that the provisions as to the time when the men of the switching crew

eat should be the same in the schedule of both the trainmen, and the engineers and firemen?

Mr. Cadle: No, sir. The engineers and firemen—Oh, yes. I thought you meant the engineers and yardmen.

Mr. Sheean: Yes, I do mean the engineers and yardmen. What I mean, Mr. Cadle, is this, that on a single road, taking any one of the roads in the movement here, it is important that the hour provided when the engineer and firemen shall have their meal hour should be the same as the members of the crew that work with them during the day?

Mr. Cadle: Well, it should be the same, but it is not the same.

Mr. Sheean: It should be the same?

Mr. Cadle: But it is not the same.

Mr. Sheean: No?

Mr. Cadle: I would like to explain, if you please. You take a yard man, when his dinner hour comes, he is turned in for dinner, all he has to do is to take his coat and go and get his dinner, while that engineer has got to take that engine to some designated track, to some point where it is taken care of, either taken care of by a hostler, who cleans the fire and gives them coal, and they do that while the engineer is not working. The engineer may be released at twelve o'clock in the yard and the yard man goes out at twelve o'clock to dinner, but the engineer has got to fight his way to some given track and he perhaps won't be off duty for thirty minutes after the yard man has been released, therefore, it becomes necessary to make a rule different for a locomotive engineer's meal hour than for a yard man. They are not both alike.

Mr. Sheean: I did not mean to get into any discussion as to whether the engineer and fireman needed a longer time, a longer spread, more time off duty, but all I meant was simply whether the rule should make provision whereby the crew which works with that engine is off duty during the same period.

Mr. Cadle: Yes, sir.

Mr. Sheean: And that is important in operation, is it not?

Mr. Cadle: Yes.

Mr. Sheean: You know, of course, that the meal hours are generally covered by schedule provisions?

Mr. Cadle: Yes.

Mr. Sheean: Both for the yard man and for the engineers and firemen?

Mr. Cadle: Yes.

Mr. Sheean: They have been agreed upon generally, fixing hours varying, from 11:30 to 1, or between 11:30 and half past one, or between 12 and 2, to meet conditions at different places?

Mr. Cadle: Yes.

Mr. Sheean: And those are now in vogue upon the different roads?

Mr. Cadle: Yes.

Mr. Sheean: As a result of negotiations to meet conditions local to the different roads?

Mr. Cadle: Yes.

Mr. Sheean: Mr. Cadle, this rule as proposed here would change the practice on all the roads where the men have a right to take a full one hour at noon for their meal if they desire, without pay, and if the work was done in just the same way in those yards as it is now, they would have to pay for one hour at the overtime rate of time and one-half?

Mr. Cadle: Yes, and give their crews a part of that hour to get their meals.

Mr. Sheean: That is, a man going to work at 7 in the morning, having from 12 to 1, to have his meal, and going to work again from 1 to 6 in the afternoon, would be paid overtime at the rate of time and one-half?

Mr. Cadle: Yes.

Mr. Sheean: Do you know of any road, either in the East or West, where there is any differential now between night and day rates for engineers and firemen in the yards?

Mr. Cadle: No, sir.

Mr. Sheean: In that rule also occurs the word "undisturbed" for meals. The usual provision of schedules so far as I have seen them, is to allow thirty minutes, or forty-five minutes, or whatever it may be, for meals?

Mr. Cadle: Yes.

Mr. Sheean: This expression "undisturbed," for meals, is also a new word in schedule making, is it not?

Mr. Cadle: Yes.

Mr. Sheean: It is a new word?

Mr. Cadle: It is a new word to me.

Mr. Sheean: It is a new word to you?

Mr. Cadle: Yes.

Mr. Sheean: And like all other new words in schedule making, you have to have interpretations and adjudications as to just what if anything is accomplished by putting this word in there that has not been in past schedules?

Mr. Cadle: Yes.

Mr. Sheean: To your personal observation, what difficulty has there been about any meal hour interpretation and the rights of the parties under meal hour rules as they now exist?

Mr. Cadle: I do not know as there has been a great deal of complaint about the meal hour in recent years.

Mr. Sheean: In the last three years?

Mr. Cadle: Of course you know that little differences will arise in the best regulated families in our country?

Mr. Sheean: Absolutely.

Mr. Cadle: And the engineers who are doing this switching are not an exception to the rule; and every one of those men has a schedule, and he has got his own interpretation of it, and there are questions that will arise; but all of the railroads, as a general proposition, have got a rule fixed for their dinner hour, so that the men can go and get their meals.

Mr. Sheean: But you do not know of any of them that have this word "undisturbed" in their rules?

Mr. Cadle: No, I do not.

Mr. Sheean: And I suppose you are not sufficiently prophetic to say just how that will be interpreted?

Mr. Cadle: Well, if I was working under that rule, if it was adopted, and a fellow would come over and call me, or want me to go to work, if they adopted that rule I would expect the company to give me sixty minutes for dinner.

Mr. Stone: Thirty.

Mr. Cadle: Well, thirty minutes undisturbed meal hour.

Mr. Sheean: What does the word "undisturbed" put into this rule that is not in the present practice?

Mr. Cadle: I think right now there are times when you do not get your thirty minutes that are due you, and there are times when you may get more than thirty minutes. I think the need of the rule is to make it positive that a man will be given thirty minutes for meals.

Mr. Sheean: In that same article there is a provision that when road engines are used in yard service, road rates will apply. Does that contemplate that when a road engine is converted to switching purposes, by providing both front and rear headlight, and footboard both forward and rear, nevertheless the road rate shall apply to that engine while it is thus used in the yard.

Mr. Cadle: That was not my understanding of the rule when the rule was formulated to cover that class of service. The intent of the rule was that where road engines came in on their runs, and where a yard engine might be out of commission,—there might be some repairs to be made—and they used the road engine as a substitute for the yard engine—if they did that, there would be a differential.

Mr. Sheean: Do you know whether or not that intention which you had in drafting the rule is still the intention of the proponents of this rule?

Mr. Cadle: I could not tell you.

Mr. Sheean: Did you participate in any of the conferences?

Mr. Cadle: Oh, yes.

Mr. Sheean: Do you remember whether or not that question was asked as to the application of that particular rule to the situation to which I have referred?

Mr. Cadle: It is possible that it was asked, but I do not remember any conclusion or definition being made.

Mr. Sheean: But it is not your understanding now that it is intended to apply that to a converted road engine used regularly in switching service, or used temporarily in switching service?

Mr. Cadle: If it is used temporarily, yes, it is my understanding that the differential would apply.

Mr. Sheean: Even though front and rear footboards and front and rear headlights were provided?

Mr. Cadle: Yes.

Mr. Sheean: Just what limit of time would you place on what was a temporary and what a permanent use of such an engine?

Mr. Cadle: One day would in my mind be considered temporary.

Mr. Sheean: And how about a week's use of such an engine?

Mr. Cadle: I would not call it a temporary job then. If you are looking for a dividing line, why, it would seem as though it might be well to establish some given time.

Mr. Sheean: It would prevent the converting of a road engine into a switch engine by putting running boards or footboards and front and rear headlights on it, and regularly making use of that in the yard.

Mr. Cadle: No, it would not prevent that.

Mr. Sheean: You would have to continue to pay road rates on it under this proposal?

Mr. Cadle: No, there is a differential of these schedules, of twenty-five cents.

Mr. Sheean: Well, the part I was talking about, Mr. Cadle, was, when road engines are used in yard service road rates will apply.

Mr. Cadle: Yes.

Mr. Sheean: Now, my question was directed to the converting a road engine in the manner I have described, into a switch engine and using it in a yard. Would the road rates which would be applicable to that engine if used on the road, apply during all the time it was in the yard?

Mr. Cadle: I think it was the intent—it is my judgment that it was the intent of the rule when it was formulated, that the rates should apply to all road engines when used in switching service.

Mr. Sheean: Well, Mr. Cadle, I am still not clear as to whether or not that rule would permit a road converting a road engine into a switch engine by putting footboards and front and rear headlights, to pay only switch rates for it, or whether they would continue to pay road rates on such an engine?

Mr. Cadle: The way that rule is written, I do not see how you can interpret it any other way.

Mr. Sheean: Than that we would have to pay road rates on all converted engines?

Mr. Cadle: Yes, sir.

Mr. Sheean: Whether temporary, permanent or otherwise?

Mr. Cadle, Yes, sir.

Mr. Sheean: And whether with front and rear headlights and also front and rear footboards?

Mr. Cadle: Yes, sir.

Mr. Sheean: The only road, so far as your analysis has shown, on which there is any such provision in the schedule, is that of the Chicago, Milwaukee & St. Paul, is it not?

Mr. Cadle: I do not remember now. Yes, the Chicago, Milwaukee & Puget Sound pay through freight rates.

Mr. Sheean: Well, that is the only one.

Mr. Cadle: That is the only one that I can recall.

Mr. Sheean: Mr. Cadle, you said the other day that in the eastern territory they awarded us a 25 cent differential on road engines used in yards?

Mr. Cadle: Twenty-five cents.

Mr. Sheean: When a road engine was used in the yard? Are you not in error about that? I think you were talking, Mr. Cadle, about a differential between local way freights and through freights. But, was the question of road engines used in yards even before the arbitrators in the East?

Mr. Cadle: No, I do not think it was.

Mr. Sheean: I just wanted, in fairness to you, to correct that part of your testimony.

Mr. Cadle: Yes, sir.

Mr. Sheean: You answered the other day, and I thought inadvertently, that in the eastern territory they awarded us that twenty-five cent differential where road engines were used in the yard. That is an error, is it not?

Mr. Cadle: Yes. It was west.

Mr. Sheean: Under Article 5, about Preparatory Time—

The Chairman: Just a minute, Mr. Sheean. One of the Board would like to ask some questions.

Mr. Burgess: Mr. Cadle, in reference to the last question of Mr. Sheean, was it not the southeast rate you were referring to, about the differential being made there of twenty-five cents more when road engines were used in switching service, instead of the East? I think he referred to the southeast, Mr. Sheean.

Mr. Sheean: I think the question was about the southeast, and he answered, the Eastern Award. There was no award in the southeast, so far as I know. Mr. Stone's question was as to the common meaning in the southeast, and he answered as to

that. In the eastern territory they awarded us that twenty-five cent differential. I do not know of any award anywhere that gives us any differential.

Mr. Burgess: No, but I thought he was referring to the condition in the southeast country.

Mr. Sheean: There was the question as to conditions, but Mr. Cadle's answer was that in the eastern territory they awarded us that twenty-five cent differential, and I did not know of any award anywhere, southeast, east or elsewhere.

Mr. Burgess: I think you are right on the award, Mr. Sheean, but as long as you want to correct it, I think you should correct it right. I think he was referring to the southeast country, where there is a general practice, without being an award, that the road should pay twenty-five cents additional.

Mr. Sheean: The question of Mr. Stone was as to practice in the southeast, and the answer was that they awarded it in the east.

Mr. Cadle: That was an error. It was the southeast. I know there are quite a number of railroads in the southeast where they have got a differential of 25 cents.

Mr. Sheean: A differential over the regular switching rate?

Mr. Cadle: Yes.

Mr. Sheean: On a day, that is. As to the preparatory time, Article 5, does this proposal, as submitted, contemplate that where a switch engine is double-crewed, that each of these crews shall receive preparatory time?

Mr. Cadle: Yes, sir, I think that rule contemplates that.

Mr. Sheean: That is, an engine on switching service, which the day man takes charge of at 7 o'clock in the morning, and turns over—assuming that he is relieved at noon, has a couple of hours or an hour at noon, assuming that he turns it over at 7 o'clock in the evening direct to the other engineer, each of those men will receive an arbitrary of half an hour, in addition to the time that they worked?

Mr. Cadle: Yes. Well, you take a double-crewed yard engine, where they are working 24 hours, there is some time in each twelve hours' period that there has got to be some repairs or some supplies put on that engine. Now, the reason that we ask to have that rule apply there, the engineer has got to pre-

pare that engine some time during his twelve hours, and while he might not make those repairs when he went on duty, he might get right on the engine.

Mr. Sheean: What repairs do you refer to that are done now by any engineer?

Mr. Cadle: Well, you have got to get sand; you have got to get coal; you have got to get water; you have got to get fuel and lubricators. You know each engineer has got his own share of oil. He has got to use that during his trip. He has got to make repairs. He has got to do work on that engine.

Mr. Sheean: On what road does the engineer get the sand and get the water?

Mr. Cadle: Why, a great many of them; a great many railroads. You are speaking about double-crewed switch engines now, you understand.

Mr. Sheean: Where they both work the full twelve hours. You were limiting your statement about repairs that they did to the case of a double-crewed switch engine?

Mr. Cadle: Yes.

Mr. Sheean: And on twelve hour shifts?

Mr. Cadle: Yes.

Mr. Sheean: Well, no matter how they did it, Mr. Cadle, on those two twelve hour shifts each of the crews would have to be paid thirty minutes in addition to the full twelve hours?

Mr. Cadle: Yes.

Mr. Sheean: So that, no matter what part of the time was given to this preparation, or how you divided up the work between them, there would have to be an arbitrary half hour given to each crew?

Mr. Cadle: Yes, sir.

Mr. Sheean: And in the case of—if any of the roads in the West got sufficiently prosperous to have three crews, as they do in some of the busy roads in the East, each of the engineers would get eight and a half hours?

Mr. Cadle: Yes, sir.

Mr. Sheean: There is no escape from that preparatory time as to the turning over of the engine from one engineer to another, that is arbitrary, is it not?

Mr. Cadle: Yes, sir.

Mr. Sheean: In all cases?

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, I think you said the other day that preparatory time had originally been intended, or was intended to cover the payment for all the time that a man actually worked?

Mr. Cadle: Yes, sir.

Mr. Sheean: And if the roads propose to put in effect—any road which pays the engineer all his time from the time he is required to report for duty until he is finally released from duty, that is a fair rule, is it not?

Mr. Cadle: It is, where it does not interfere with your one hundred miles or less.

Mr. Sheean: I am not talking about any particular way in which you get at it, Mr. Cadle, but a rule which does pay the engineer and fireman for all of his time from the time he is required to report until he is finally released, is a fair rule.

Mr. Cadle: In my example, or in my presentation of that the other day, it was in regard to computing any time on the minute basis: I stated that there was no good reason why I should work thirty minutes for a railroad company for nothing.

Mr. Sheean: Well, you stated at the same time there was no good reason why the railroad should pay you for thirty minutes that you did not work, Mr. Cadle?

Mr. Cadle: Yes.

Mr. Sheean: You are still of that mind, are you?

Mr. Cadle: I am still of that mind so far as computing the time of an engineer on a minute basis, because it will pay him for all of the time that he works, and he will give the company full sixty minutes of his service for an hour's overtime. That is the proposition that I was talking on the other day. I always believed that was fair, and I still believe it is fair.

Mr. Sheean: Without the detail of any particular rule, Mr. Cadle, if provision is made whereby the engineer is paid for all of his time from the time he is required to report for duty until he is finally released, such a rule would be a fair rule.

Mr. Cadle: It would not be a fair rule under the one hundred miles or less, ten hours or less. That would dispose of the rule entirely, if you established a rule of that kind.

Mr. Sheean: Well, Mr. Cadle, do you wish to be understood

as taking the position that the engineer or fireman should be paid for more than the time that he is on duty?

Mr. Cadle: It may amount to more in miles than it does in time that he is on duty, and why should he not be paid for it?

Mr. Sheean: Giving him the option always to take either time or miles, whichever yields him the greater pay?

Mr. Cadle: Yes, sir.

Mr. Sheean: But, if he is assured full pay for every minute from the time he is required to report for duty until finally released, is not that rule, or a rule which does guarantee him payment for every minute, a fair rule?

Mr. Cadle: It would be a departure from the principle of computing an engineer's time entirely. From the inception of your first agreement, that would be a departure, because we say, "One hundred miles or less, ten hours or less, shall constitute a day's work." Now, you can take in your railroads in the western country, or any part of this country, and an engineer earns—the greatest portion of his time was allowed on the mileage basis. Now then, whenever you go to work and I have got a contract with you to draw a freight train one hundred miles or less, ten hours or less, for a certain amount of money, when I draw that freight train that one hundred miles, I might do it in ten hours or I might do it in two hours. If I do it in two hours I give you the full one hundred miles, and whenever you put any work on me that will interrupt my chances of making money by making miles, then you reduce my earning capacity.

Mr. Sheean: If a schedule makes provision, Mr. Cadle, for paying for every minute of a man's time from the time he reports for duty until he is relieved, and also gives him a guarantee to pay him for every mile that he runs, no matter what the time may be, guaranteeing both payment for the time he makes and letting him elect whichever will yield him the greater pay, is he fairly compensated? I am not talking about what rates should be applied.

Mr. Cadle: He is not compensated under the rules we are working under. It would not be a fair rule, because it would destroy the rules you have been building up for thirty years, that an engineer has been drawing these different times to make up a month's pay.

Mr. Sheean: I was not talking, Mr. Cadle, about what rate

should be applicable to any minute or to any part of the trip; but if a rule is provided whereby a man is fairly and adequately paid for every minute from the time he is required to report for duty until he is finally released, if such a rule is a fair rule, without splitting into segments different parts of his work.

Mr. Cadle: It is a fair rule yes, if you don't split it up.

Mr. Sheean: Now, it is the practice, is it not, Mr. Cadle—has been generally the practice and is now generally the practice, that the engineer and firemen take their engines at the roundhouse at the time of the beginning of their run, and usually deliver it at some designated place at the completion of the run?

Mr. Cadle: Yes.

Mr. Sheean: And as a part of the day's work that has been in vogue all these years, it includes ordinarily all the work that he has done from the time that he goes to work until he delivers his engine on this designated track at the end.

Mr. Cadle: No, you do not find the schedules that way.

Mr. Sheean: Well, his work, Mr. Cadle, is all comprised within that period?

Mr. Cadle: The great majority of the railroads in the western country are not paying anything to an engineer for preparatory time. They call him to go on duty at a certain time, and they say that his time begins with the departure of the train; not the time that he went on duty. At the time of the departure of the train: That is when he commenced to earn money.

Mr. Sheean: I am talking, Mr. Cadle, about a schedule, or a rule, which assures a man pay for every minute, from the time he is required to report for duty, whether he did anything or not, and continuing to pay him until he is finally released. If rates commensurate with that kind of service are given, that is a fair basis for paying the man, is it not?

Mr. Cadle: He will never end a day, nor he will never begin one, if you put a rule of that kind. He would go on a job the first of the year and get off the end of December, because the railroads will work him in continuous service.

Mr. Sheean: Is there any misapprehension now between the men and the railroads as to when a man goes on duty at the beginning of a trip and when he goes off duty?

Mr. Cadle: No, sir, the schedules pretty well provide for that.

Mr. Sheean: And it is pretty generally understood as to when a man is required to report for duty and when he is finally released?

Mr. Cadle: Yes, sir. But in the absence of that rule—

Mr. Sheean: Well, I say at the present time, and during the last three years, there is not any misunderstanding as to when a man goes on duty and when he is released, is there?

Mr. Cadle: Their schedules provide when they are supposed to go to work, yes, sir, and their schedules provide when they begin to earn money.

Mr. Sheean: Yes, and if the provision was made that he was paid for every minute of the time that he was on duty, there would not be any misunderstanding as to when he went on duty? There is no difference by virtue of that fact, from present practice, is there?

Mr. Cadle: No, sir.

Mr. Sheean: Is there in any schedule that you know of any difference because of weights on drivers in switching service?

Mr. Cadle: I think there are a few schedules that make a difference in the size of the cylinder or in the weight on drivers, but I do not recall just what they are. There is a differential, yes. The Chicago, Milwaukee & St. Paul right here in the city, I think, makes a differential in switching service.

Mr. Sheean: Based on weights on drivers?

Mr. Cadle: Yes, I think so, weights on drivers or size of cylinders.

Mr. Sheean: About the delays to which you adverted on direct examination. The rule as proposed, both as to initial and final terminal delay, so called, covers all of the time between the movement from the depot in passenger service, down to the roundhouse?

Mr. Cadle: Yes.

Mr. Sheean: Whether there be any real delay such as you have described here through blocking of the yard or otherwise?

Mr. Cadle: Yes.

Mr. Sheean: Even though moved in the most expeditious manner?

Mr. Cadle: Yes.

Mr. Sheean: From the station to the roundhouse?

Mr. Cadle: Yes, if they ask them to perform a service, we are asking for pay for it.

Mr. Sheean: So that that is to be separate from the road trip in every instance?

Mr. Cadle: Yes.

Mr. Sheean: If they are required to go down to the roundhouse with their engine and deliver it to the roundhouse force?

Mr. Cadle: Yes.

Mr. Sheean: That time must be paid for?

Mr. Cadle: Yes.

Mr. Sheean: Separate from the trip?

Mr. Cadle: Yes, under the rule.

Mr. Sheean: That applies to runs that are made in two, three or four hours?

Mr. Cadle: Yes.

Mr. Sheean: That applies to all branch lines?

Mr. Cadle: Yes, that terminate at these points, where there is not a special rate fixed, or a special rule to govern.

Mr. Sheean: That applies to a 200 mile run, where a man draws pay for two days for making the run in four or five hours?

Mr. Cadle: Yes.

Mr. Sheean: Do you know the run between Chicago and Burlington?

Mr. Cadle: Yes.

Mr. Sheean: What is the length of that?

Mr. Cadle: Do you mean those mail runs?

Mr. Sheean: Yes.

Mr. Cadle: Between three and four hours.

Mr. Sheean: How many miles?

Mr. Cadle: 207.

Mr. Sheean: The man makes the run in between three and four hours, does he not?

Mr. Cadle: I think so. I do not know just the exact schedule, but I should judge so.

Mr. Sheean: He draws two days' pay for those four hours' work?

Mr. Cadle: He draws the 207 miles.

Mr. Sheean: A little more than is fixed at what you call two days' pay. When you speak of a four hour day or a five hour

day, he draws a little over twice that day that you speak of for that run?

Mr. Cadle: He makes it in miles; he does not make it in hours.

Mr. Sheean: No, but, Mr. Cadle, he gets the same pay as if he had worked twenty hours for it, when you convert it in that way?

Mr. Cadle: No, we get pay for 200 miles. We run that 200 miles say in four hours, and we get paid the mileage rate, and not for the four hours.

Mr. Sheean: Without attempting to debate with you on that, all I mean is this: On that run where the man now makes the miles between here and Burlington in less than four hours, this schedule if adopted would require the company to pay to that man for that four hour trip, first, thirty minutes additional time?

Mr. Cadle: Yes.

Mr. Sheean: Then if he took his engine at the roundhouse, an arbitrary allowance—or I will strike out the word “arbitrary”—but pay for the time from the roundhouse to the station.

Mr. Cadle: Yes, the rule contemplates that.

Mr. Sheean: And at the other end the time from the passenger depot to the roundhouse where he delivers it?

Mr. Cadle: Yes.

Mr. Sheean: Whether there was any delay at either terminal or not?

Mr. Cadle: Yes, the rule contemplates that.

Mr. Sheean: It also provides that if at the beginning of that run of 200 miles, in order to meet this mail train or express train or whatever it was, he was held here 45 minutes at the station, but arrived on time at the other end of the run, he would also receive that 45 minutes in addition to the miles, when he was on duty altogether six hours from the time he reported till he was relieved?

Mr. Cadle: I do not understand how he gets the 45 minutes.

Mr. Sheean: He is 45 minutes late getting out of here.

Mr. Cadle: Oh, I understand you—yes.

Mr. Sheean: He comes in on time at Burlington.

Mr. Cadle: Yes.

Mr. Sheean: Under this proposal, in addition to paying

him for the 207 miles you pay him that 45 minutes initial terminal delay, do you not?

Mr. Cadle: Yes.

Mr. Sheean: There would be no way of avoiding that?

Mr. Cadle: No, sir.

Mr. Sheean: This preparatory time and this initial terminal delay applies also to all suburban runs?

Mr. Cadle: I do not think so.

Mr. Sheean: You think, then, that this statement made here that Article 6 shall not apply to suburbans should also be made as to Article 7?

Mr. Cadle: Wait a minute. The preparatory time, in my judgment would apply to the initial trip but it would not apply to every trip that the man goes out. A man might get ready three, four or five times in one day on a suburban train, but I believe the rule should be applied to the initial trip and to the final trip.

Mr. Sheean: That is the initial delay?

Mr. Cadle: Yes.

Mr. Sheean: Getting from the roundhouse?

Mr. Cadle: Yes, and the final.

Mr. Sheean: Assuming that in one of the suburban runs, after his first run in at noon he takes the engine out to the roundhouse at 26th street and goes home to dinner, and then on his return after dinner he takes the engine at 26th street and brings it down to Randolph street to start out, does he draw pay for that delay between 26th street and Randolph street?

Mr. Cadle: No, I think I explained that pretty thoroughly, that in my judgment that rule would apply to the first trip going on duty in the morning, and the closing of the final trip in the evening. I do not believe the preparatory time should be counted on the intermediate trips.

Mr. Sheean: I am not talking about the preparatory time. I am talking about initial and final delay.

Mr. Cadle: Initial delay—take any one of them—

Mr. Sheean: Then if he is delayed on any one of his runs that day, so that he does not start out on time on any one of the shorter runs, do you include there the initial terminal delay?

Mr. Cadle: No, sir.

Mr. Sheean: He would draw that on each one of the runs?

Mr. Cadle: No, not on each one of the runs—just on the first run, just one.

Mr. Sheean: It would be necessary to have some note or modification of this rule 6 as drafted, would it not, to exempt suburban service from it?

Mr. Cadle: As I understood it, the engineers have already written such a note.

Mr. Sheean: The note as read into the record is that it does not apply to Article 7, automatic release. I am now inquiring about Article 6. The only note that we have read into the record is the one that pertains to Article 7. I am now inquiring about Article 6, Mr. Cadle. Is it your judgment that that note or explanation should be made applicable also to Article 6?

Mr. Cadle: Yes, if it does not include suburban service.

Mr. Sheean: What about turn-around passenger service?

Mr. Cadle: The rule provides how turn-around passenger service shall be paid.

Mr. Sheean: Which rule?

Mr. Cadle: Rule 1—passenger service.

Mr. Sheean: Then I am not sure that I understood you this morning. I thought that as to Article 1, the five hour day you spoke of, the 100 miles or less, it was your thought that on turn-arounds an exception should be made.

Mr. Cadle: On suburban trains?

Mr. Sheean: Suburban only, but not branch lines.

Mr. Cadle: I told you that there were schedules where there was an exception made for short turn-around passenger service.

Mr. Sheean: I understood you to say you knew of no schedule having a provision of the five hour day, and which applied to turn-around passengers, in which there was not an exception as to the turn-around passengers.

Mr. Cadle: There are different rules governing the turn-around passenger service. Where a man makes round trips, there are certain rules that govern that service.

Mr. Sheean: All I wanted at this time was whether Article 6 applied to turn-around passenger service.

Mr. Cadle: I think we have furnished the Managers' Com-

mittee with a modified rule in regard to that turn-around service.

Mr. Sheean: That is not in this submission, is it?

Mr. Cadle: No, but to answer your question, it appears to me that we have made some concessions in that to the Managers' Committee.

Mr. Sheean: In this proposal?

Mr. Cadle: In regard to the provision of Article 1 applying in turn-around passenger service.

Mr. Sheean: Just to make that clear, what exception do you say should be made in Article 1 as to turn-around passenger service?

Mr. Cadle: There are a great many things that would enter into that, that would make me entirely incompetent to go to work and state what should be done to that.

Mr. Sheean: But as now drafted Article 1 as well as Article 6 does cover and apply to all turn-around passenger service?

Mr. Cadle: Yes.

Mr. Sheean: No matter how short it may be?

Mr. Cadle: Yes.

Mr. Sheean: It does cover all branches?

Mr. Cadle: Yes.

Mr. Sheean: It covers, for instance, one branch on the Burlington that I happen to be familiar with, between Galena and Galena Junction, three miles long?

Mr. Cadle: Yes.

Mr. Sheean: And where the one crew is up and down, doing that work, four or five times a day?

Mr. Cadle: Yes.

Mr. Sheean: That is a branch line too, and not suburban. The automatic release would apply to that, too, would it, I mean under these articles as submitted?

Mr. Cadle: There are a great many of them where it would be a hard matter to affect a man's turn, first in and first out, where there is only one man on the job.

Mr. Sheean: But he begins a new day after he arrives at his terminal?

Mr. Cadle: If he runs far enough.

Mr. Sheean: How far does he have to run before he is automatically released?

Mr. Cadle: If he affects other men, if he goes out and

comes back, it does not make any difference; there is no limit on the distance.

Mr. Sheean: If he does not affect any other man?

Mr. Cadle: Then he has got to go out again.

Mr. Sheean: But does a new day begin when he goes out?

Mr. Cadle: It does, under automatic release.

Mr. Sheean: So that covers even those three mile branches, as now drafted?

Mr. Cadle: Yes.

Mr. Sheean: That rule, Article 7, automatic release and tie-up, to which we have just referred, would cover all such cases as, for instance, a switching crew going out a short distance to help in a disabled passenger train?

Mr. Cadle: Were you called upon a switching crew that was working in the yard?

Mr. Sheean: Yes, to go out a thousand feet beyond the yard limits and bring in a disabled passenger train.

Mr. Cadle: No, sir, the automatic release would not apply. He would not be done with his job when he came in.

Mr. Sheean: He would not be done with it?

Mr. Cadle: No, they would put him back in the yard switching.

Mr. Sheean: Would he draw a day's pay for the road trip?

Mr. Cadle: He would, under some of the schedules, yes.

Mr. Sheean: I am talking about this schedule that is proposed here.

Mr. Cadle: If that man is automatically released, he surely comes within the meaning of the rule.

Mr. Sheean: I want to get at just what this rule would do to operations of that sort. There would be a day paid for each of any number of such trips that might be made on the road, if there happened to be more than one?

Mr. Cadle: If the automatic release would apply, yes.

Mr. Sheean: That is what I am trying to ascertain. You are a practical man, who have dealt with many interpretations, for many years. I want to know whether or not this rule, as drafted, in its present form, would cover just that situation?

Mr. Cadle: I believe it was generally agreed by all concerned yesterday that this was a new invention, this "Automatic Release."

Mr. Sheean: Yes, and you have not had any experience with it?

Mr. Cadle: No, sir. I know of only one road where there is a rule for an automatic release.

Mr. Sheean: What road is that?

Mr. Cadle: The Northern Pacific.

Mr. Sheean: Now, on that particular railroad, where they have that automatic release, is it not a fact that where a passenger train got off the track, a thousand feet outside the yard limits, and three switch engines, one after the other, ran down there to see if they could help re-rail the train, where they could be of no assistance, and came back into the yard, each one of those crews, under this automatic release rule, claimed a day, as this was outside of their yard service, and every train crew in the yard put in a claim for a day, because of being run-around?

Mr. Cadle: I would not be a bit surprised but what they they asked for it.

Mr. Sheean: Under that automatic release rule. And that is the only road of which you know that has the automatic release rule that you spoke of as being a new invention, where it has been tried out and practiced?

Mr. Cadle: I do not presume that the crews were paid—those crews that claimed the time.

Mr. Sheean: But you think they would put in a claim for it under that rule?

Mr. Cadle: Why, they put in all kinds of claims; not only that claim, but all classes of men do it.

Mr. Nagel: An automatic release and an automatic raise are both asked.

Mr. Cadle: No, there are a great many of our men who do not understand these rules, and they are liable to make almost any kind of claims, but they are not allowed.

Mr. Nagel: Would these men be entitled to make that claim under the rule as you have proposed it?

Mr. Cadle: I do not think so. I do not think they would.

Mr. Sheean: Why not? If you were the manager of a railroad, and you had this rule, which said that when they arrived at their terminal they would be automatically released, I wish you would tell us what reasons you could give in reply to

the contention that you say would be made, that each of these crews was automatically released?

Mr. Cadle: Well, in the first place, there was a train derailed within the yard limits and the engineers, the switch engineers, were called upon to see if they could assist in re-railing that train. They went up there but did not go outside of their yard limits.

Mr. Sheean: Oh, yes; a thousand feet out of their yard. They made a road trip.

Mr. Cadle: That is all right, but they went right back to work?

Mr. Sheean: But these men went out a thousand feet beyond the yard limit. What was the reply to the men on the Automatic Release rule?

Mr. Cadle: I really don't know.

Mr. Sheean: Suppose you were there as the manager trying to convince them that their claim was inequitable and unjust, and they pointed to this provision of the schedule?

Mr. Cadle: It is a very hard matter for me to state what I would say to them, but I might give you a few illustrations of what general managers have said to me on such claims as that.

Mr. Sheean: I would like, if you could, Mr. Cadle, to just limit yourself to that particular rule, this automatic release rule, and that particular thing which happened in operation, as to what escape there could be from making those payments under a rule worded just as your rule is.

Mr. Cadle: Well, I really don't know. I don't know.

Mr. Sheean: Well, then, let us pass the automatic release, Mr. Cadle, for the time being.

Mr. Burgess: May I ask you a question, Mr. Sheean?

Mr. Sheean: Surely.

Mr. Burgess: In relation to that claim you referred to, I am very much interested to know whether those crews got what they claimed in money.

Mr. Sheean: I will be very glad to ascertain that. My only information is from the negotiations between the trainmen and the Northern Pacific management, in which that statement was made by the general manager. We will be very glad to wire and ascertain that.

Mr. Burgess: You need not do that—

Mr. Sheean: I am reading from the transcript of the proceedings.

Mr. Stone: If I may inject the information into the discussion, I can say that the claim was not allowed.

Mr. Sheean: I do not doubt Mr. Stone's statement at all as to that, but I think we will be able to show a number of cases of practically just as short runs made by engineers on a number of roads for relief of other crews, getting a day's pay for an hour or an hour and a half, in addition to their regular day.

Mr. Stone: This has reference to the Automatic Release?

Mr. Sheean: The inability to combine a road day with a yard day or a worktrain day with a road day, where the worktrain takes its engine down to the shop, a distance of twenty-three miles, at the end of a full day in the yard, and they get one hundred miles for taking it down the road.

Mr. Stone: We will probably have some just as extreme the other way, so the honors will be even.

Mr. Sheean: I think Mr. Cadle has probably stated it about right, that the claim will be made and resisted so far as they can. The next rule, Mr. Cadle, is Article 8, Held away from home terminals. Under that rule, Mr. Cadle, an engineer or fireman arriving at a terminal other than his home terminal, and required to take ten hours rest under the law, would have to be started back within five hours after his rest was out.

Mr. Cadle: Out of the terminal?

Mr. Sheean: Yes.

Mr. Cadle: Yes, sir.

Mr. Sheean: And under this rule, if he was called at a terminal, away from his home terminal, say at the expiration of fourteen hours, but was delayed in getting out of that terminal for three hours, would he draw pay both under this rule and under your Initial Terminal Delay rule?

Mr. Cadle: If you paid him three hours for the initial terminal time, his road freight pay would begin on his departure, not the time that the delay started.

Mr. Sheean: But under this rule, Mr. Cadle, he goes on continuous time after the expiration of fifteen hours?

Mr. Cadle: Yes, sir.

Mr. Sheean: And you do not think that they ought to claim, that it would be equitable to claim, that a man drawing

pay for terminal delay should also be paid under this rule, because he was held away from his home terminal more than fifteen hours, and claim pay under both rules, in other words?

Mr. Cadle: Well, I think if you call a man to go to work and you have got him on duty, and he is practically on duty, that that time should be counted.

Mr. Sheean: Twice?

Mr. Cadle: Why, it should be counted, yes. You pay him for it—that he was on duty, because you pay him for it.

Mr. Sheean: So he would be drawing continuous time under this rule, and initial terminal delay under the other rule?

Mr. Cadle: Oh, no; initial terminal delay is the time you are held in terminal after the time fixed for your train. Now, then, as I understand that question you asked me, if an engineer is held three hours, if that three hours shall count as part of his time as held away from home terminal. You have put the man to work, if he earns terminal delay he earns that on his day and on his twenty-eight hours.

Mr. Sheean: This one has shortened up to fifteen hours.

Mr. Cadle: I am just mentioning that for illustration. We have got a fifteen hour rule.

Mr. Sheean: In the west anywhere?

Mr. Cadle: I don't know whether we have got them in the west. We have them in the east.

Mr. Sheean: All I wanted on that, Mr. Cadle, is that we did not think that a claim should properly be made by either an engineer or a fireman, or trainman, or anyone else, that he was entitled to pay under two rules at the same time.

Mr. Cadle: On the held away from home terminal?

Mr. Sheean: Held away from home terminal.

Mr. Cadle: No, I would not think so.

Mr. Sheean: Of those fifteen hours, Mr. Cadle, as much as ten hours may be used in the rest period, may it not?

Mr. Cadle: Yes, sir, where you have been in service sixteen hours, sixteen consecutive hours, under the Federal law.

Mr. Sheean: Does that also cover the situation of a regularly scheduled train that is away from home terminal; a way freight, say, that does not run on schedule?

Mr. Cadle: The schedules that we have made with a great many of these railroads, provide that where the law of the

state ties them up and they cannot move, then the rule does not apply.

Mr. Sheean: Well, this does not make an exception as to any of those things.

Mr. Cadle: Sir?

Mr. Sheean: This rule as proposed does not make any of those exceptions.

Mr. Cadle: No, sir, it has made no exceptions.

Mr. Sheean: Does it make any exception to the case where there is a regularly assigned run that calls upon one to be away more than fifteen hours?

Mr. Cadle: The rule does not, no, sir.

Mr. Sheean: You think that should be done, regular assignments or bulletined runs, that the men take, elect to take, in passenger service—may take it by exercise of his seniority rights.

Mr. Cadle: Where he is longer than that on his regular assignment, I would not consider that the rule should apply.

Mr. Sheean: But as drafted, it does not contain that exception?

Mr. Cadle: No, sir.

Mr. Sheean: That also is true as to way freights, isn't it, Mr. Cadle, that the way freight with a Sunday lay-over should not be paid for?

Mr. Cadle: Yes, sir.

Mr. Sheean: That you would cover under the head of regular assignments?

Mr. Cadle: Yes, sir.

Mr. Sheean: Because the way freights practically are regular assignments?

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, then, Mr. Cadle, doesn't that practically get it down to the unassigned pool service, as the only case to which it should apply?

Mr. Cadle: Well, you have got to protect the men; you may go to work and make assignments of runs that might give what you term a "try weekly" service, going up one week and trying to get back the next, and he would spend all the money he earned going up, laying up at the terminal point trying to

get back, and when you get back home, you are in debt. That is what that rule is trying to prevent.

Mr. Sheean: Those assigned runs would be bulletined runs, ordinarily?

Mr. Cadle: Yes, they assign men to run in different ways, and they have different methods and different plans of assigning engineers to runs. You may assign six, you may assign two, and you may assign one to a regular run.

Mr. Sheean: Now, taking that very case, Mr. Cadle, that you spoke of, this "try weekly," where the train goes three days in one direction and three days in the other direction; do you think the fifteen hour rule should apply on that sort of situation?

Mr. Cadle: I think the fifteen hour rule should apply so that men may be able to work at least part of every twenty-four hours, so that they can earn a living.

Mr. Sheean: And on these runs where the business is enough, just enough, to enable the company to do it all with running trains, one train a day, one way freight a day, on alternate days, you think the schedule should not permit the operation of trains in that way, unless under this arrangement they pay continuous time when the man is at the other end of that branch?

Mr. Cadle: I don't think a man should be held an unreasonable number of hours away from home in the case you cite.

Mr. Sheean: Well, Mr. Cadle, isn't it true that on these short turn-arounds, if you please, or on these short branches where way freights are run, or, in way freight operation, where but six trains a week are run, and those are regularly scheduled runs, and bid in by the men, selected by the men themselves, as preferred runs, if you please, because of the light work, that an arbitrary, and by arbitrary I mean an unbendable rule or inelastic rule of this sort, would impose very severe burdens upon roads which operate in that manner, at the present time?

Mr. Cadle: I don't believe the rule was ever contemplated or framed for the purpose of covering runs such as you have stated.

Mr. Sheean: That being the case, Mr. Cadle, there should be some reasonable exception—you and I won't debate what that

exception should be, but there should be some reasonable exception to cover a situation such as here described.

Mr. Cadle: Yes, sir.

Mr. Sheean: And in the end can you tell us any service other than the unassigned pool service in which this rule should be applicable?

Mr. Cadle: Well, there are cases where men take light engines that are going from one district to another; there is a case where that rule should apply, so that the men could get back home. Now, it is the custom of railroads, a great many railroads, where a man takes a new engine out, that they are going to deliver to another division, they generally hold him over to take an engine that is going to the shop for repairs. There are times when they hold those men perhaps an unreasonable time. Now, I believe that the rule should apply to those cases.

Mr. Sheean: That is unassigned service?

Mr. Cadle: Yes, but you asked me if I knew of any other service.

Mr. Sheean: I said unassigned pool service? This service that you speak of now is covered by specific schedule provisions, from what you read yesterday.

Mr. Cadle: Yes, sir.

Mr. Sheean: This rule has no exception in case of snow blockades or wash-outs. Do you know of any schedule that requires a company, where a man happens to be away from his home terminal and there is a wash-out, so there is no operation on the road, that he goes on continuous time and draws pay for every hour, no matter what the casualty has been that causes that situation?

Mr. Cadle: There are schedules in which there are provisions for snow blockades after a certain number of hours, where the company has agreed to pay the engineers a certain amount of pay.

Mr. Sheean: This makes no exception for snow blockades or wash-outs. At the end of fifteen hours he goes on continuous time, no matter what the cause may be. I am talking about your proposal, the language of the proposal, Article 8.

Mr. Cadle: That proposal does not make any, but there are schedules in existence on these railroads that provide for payment for this work right now.

Mr. Sheean: If this gives you better, this is it?

Mr. Cadle: Yes.

Mr. Sheean: And there is no exception as to snow blockades or casualties of any kind?

Mr. Cadle: No, sir, not in there.

Mr. Sheean: This covers the case of a man being tied up under the law?

Mr. Cadle: I think you have got a rule that provides for that.

Mr. Sheean: This takes the place of that, doesn't it?

Mr. Cadle: It does, so far as the payment is concerned. So far as refers to the wages.

Mr. Sheean: And so far as the continuous time is concerned, too, Mr. Cadle, doesn't it?

Mr. Cadle: Yes, it provides that you should be paid for all the time you are held up on the road.

Mr. Sheean: And the provisions in this agreement that have existed heretofore as to time tied up under the law, after a certain length of time, provide for paying a minimum day for each twenty-four hours, do they not?

Mr. Cadle: It provides, after a certain number of hours rest, that a man automatically goes on duty again and begins drawing pay.

Mr. Sheean: But not continuous pay such as you have here?

Mr. Cadle: No, we have not been getting paid for the rest, the rest period has been deducted. Now, there are some schedules—

Mr. Sheean: This is the only schedule provision that you know of, isn't it, Mr. Cadle, where the pay goes on whether the man is actually resting or sleeping, or not?

Mr. Cadle: I think we have got some schedules where we pay them continuous time when they are on the road; when they are asleep, when they are resting, all during the rest period.

Mr. Sheean: It was intended that this should supplant the present agreement as to the compliance with the Hours of Service Law.

Mr. Cadle: So far as it refers to continuous pay.

Mr. Sheean: In so far as it conflicts in any way with the

present agreements as to the Hours of Service Law, this would supplant it, if more favorable to the men?

Mr. Cadle: Only just in so far as the pay is concerned, that is all. It would not do away with the Hours of Service Law; that is the law governing the period on service.

Mr. Sheean: But, Mr. Cadle, if being held away from home terminals was in order to comply with the provisions of the Federal law, nevertheless this rule would be the applicable rule and would cover payment for the rest period?

Mr. Cadle: Yes, so far as the pay is concerned, it would change that.

Mr. Sheean: I am not quite sure that I understand this latter part of the rule "At the rate per hour paid for the last service performed," where you pay his continuous time at the rate per hour paid for the last service performed. Supposing, that one of these engineers, on this run that we were talking about here a few minutes ago, two hundred and seven miles which he makes in four hours—supposing he was unfortunate enough to have a wash-out behind him, and fall under the operation of this rule, how does this rule apply as to the rate per hour?

Mr. Cadle: He would be paid for that two hundred mile run, if that was the last work he had performed before he was held away, he would be paid at the rate for overtime, on that particular run, the passenger rate.

Mr. Sheean: I mean under your proposition as a whole, here; he makes that run in four hours, he will say, two hundred miles in four hours. What is the applicable rate per hour under this provision?

Mr. Cadle: It says pro rata.

Mr. Sheean: No, it says at the rate per hour paid for the last service performed.

Mr. Cadle: Yes, sir.

Mr. Sheean: We have paid him for fifty miles for the last hour he has worked.

Mr. Cadle: No, you have paid him for two hundred and seven miles.

Mr. Sheean: Without knowing the number of hours a man has worked, or the miles he has run, could you tell what the hourly rate is?

Mr. Cadle: There is one point that you do not quite bring

out there very clearly. You take that man on that two hundred mile run, and he has got to give you ten hours before his overtime commences. His overtime does not commence after five hours, where he runs two hundred and seven miles; he commences after ten hours and twenty-one minutes before his overtime commences. While he has made his two hundred and seven miles, and he has earned this money that you say he has earned, at the same time that company could hold that man on the road on that two hundred and seven miles, ten hours and twenty-one minutes before his overtime commences.

Mr. Sheean: Mr. Cadle, I am talking now—

Mr. Cadle: You want to know what amount per hour? Whatever the overtime rate is what he would receive in the last service; if that passenger service paid him fifty cents an hour, why, he would be paid fifty cents. If his last service was freight, if he came in on a freight train, and that freight train—

Mr. Sheean: I am not talking about any overtime rate, I am talking about Article 8.

Mr. Cadle: You are trying to find out what the last service was that was performed?

Mr. Sheean: Just take the case—I went back to that case we were talking about—suppose that this man has made his run of two hundred and seven miles and he leaves here at four o'clock in the afternoon and gets out there at eight o'clock; now, a bridge has washed out from across the river and he does not get back here for two days. I am asking, under this Article 8, where you say he will be paid at the rate per hour paid for the last service performed—

Mr. Cadle: Whatever the overtime rate is; whatever the rate of pay. That might be fifty cents, or it might be sixty cents—whatever the rate of pay for overtime per hour applies, that is the rate of pay that he would receive.

Mr. Sheean: If it was a freight train, it would be time and a half, would it?

Mr. Cadle: It would, if you established the rule, yes, sir.

Mr. Sheean: If you established the rule that time and a half would be carried into this Article 8, of Held Away from Home Terminals?

Mr. Sheean: I want to get, Mr. Cadle, just what that means, that one class.

Mr. Cadle: If that was—the last service I performed was on a freight train, I would get the regular overtime rate per hour in that class of service for the additional hours.

Mr. Sheean: Well, then, all freight service being at time and a half for every twenty-four hours that this man is held away from his home terminal after the first fifteen, you pay him 36 hours, paid at the overtime rate, you understand.

Mr. Cadle: The overtime rate, as I understand it, applies to—at terminals.

Mr. Sheean: Well, that is what I wanted to get cleared up if I could, Mr. Cadle, on this Article 8. It says here “at the rate per hour for the last service performed.” Now, if you say the applicable rate is the overtime rate, why, the only overtime rate in freight service is time and a half, is it not?

Mr. Cadle: Under this proposition?

Mr. Sheean: Yes, under this proposition.

Mr. Cadle: Yes.

Mr. Sheean: Well, now, I wanted to know whether under Article 8, wherever a man was held away from the home terminal, he would not only be paid continuous time, but be paid at the overtime rate of time and a half?

Mr. Cadle: It would depend entirely where the service that he—when you put him in service, whether there was any overtime in connection with that trip or not. If there was any connection—if there was any overtime in connection with that trip, you would pay the overtime at—

Mr. Sheean: Well, that is,—he got into this away from home terminal, if you please, where he was entitled to rest under the law.

Mr. Cadle: Yes.

Mr. Sheean: Therefore he was in overtime. He was given the rest, ten hours, and he did not get out within five hours after he was again available for duty. Now, the last part of his trip coming in was at the overtime rate unquestionably.

Mr. Cadle: Yes.

Mr. Sheean: Now, this continuous time would run on under the overtime rate under this rule?

Mr. Cadle: Why, it would under the rule, yes.

Mr. Sheean: Under the rule, yes.

Mr. Cadle: Yes.

Mr. Sheean: Well, now, you are applying that, Mr. Cadle, to the last part of his trip. In the passenger service you say it would be overtime there even though there was no overtime. In the example about this Burlington run of 207 miles I was assuming there, that he made that run without any overtime. Was simply held away because a Mississippi bridge was washed out.

Mr. Cadle: Well, the schedule of his train has been estimated to be between three and four hours and he made the three or four hours in mileage, 207 miles; he would draw no overtime on a run of that kind until ten hours and 21 minutes. You could hold him 10 hours and 21 minutes between here and Burlington, when he would arrive at this station, when all he would get would be 207 miles.

Mr. Sheean: I am talking about his having completed—he has completed his run, and he is released at Burlington.

Mr. Cadle: I understand that.

Mr. Sheean: Completed it on time?

Mr. Cadle: Yes, sir.

Mr. Sheean: But after he is asleep there the bridge is washed out.

Mr. Cadle: Yes.

Mr. Sheean: And we cannot get him back?

Mr. Cadle: Yes.

Mr. Sheean: More than 15 hours has gone by before he can be brought back at all. Now, he is entitled to some pay under this rule, because being away more than the fifteen hours he is entitled to pay. What I was trying to get at in this rule is just what pay does he get? It is clear that he gets pay, but at what rate per hour?

Mr. Cadle: The last service that he came in on.

Mr. Sheean: Well, now, the last service that he came in on was 207 miles, run in four hours.

Mr. Cadle: Yes. His overtime—

Mr. Sheean: He had no overtime, he was on time.

Mr. Cadle: I understand that, but we will say he had overtime.

Mr. Sheean: Let us get it both ways if you want it that way. Let us have it first when he made the run on time, there was not any overtime. He has made the run regularly and on time, and he is in here. This casualty happens after he is in

bed. Now, he is held away from the home terminal more than fifteen hours, and we have to pay him some money, and we have to pay him under this rule at the rate per hour for the last service performed. How much per hour is he entitled to?

Mr. Cadle: Whatever the rate of the overtime is in that class of service under the different schedules.

Mr. Sheean: We haven't any schedule except this.

Mr. Cadle: Well, you have, you have a whole lot of them.

Mr. Sheean: I mean we are paying him under this.

Mr. Cadle: If you would pay him under that, you would pay him time and a half.

Mr. Sheean: Time and a half?

Mr. Cadle: Time and a half at the overtime rate in passenger service.

Mr. Sheean: Now, Mr. Cadle, it is true, is it not, that engineers and firemen are ordinarily not tied up between their terminals except in case of some casualty or unforeseen accident there under the law?

Mr. Cadle: There were numerous cases where engineer and fireman were tied up between terminals before we put a rule in there that required the company to either run them in or pay them for those tie-ups.

Mr. Sheean: Well, I am talking about the situation now and for the last three years, the practice as exists now and has existed for three years, that crews are not ordinarily tied up between their terminals except in the case of wash-outs or casualties of some kind?

Mr. Cable: No, we find that there are a number of railroads where they work a crew up to the sixteen hour limit and tie them up, and then work them another sixteen hours, or fourteen hours, and tie them up. I think we could show cases here where they have been tied up three and four times from the time they left their usual terminal until they arrived at their final terminal—destination.

Mr. Sheean: That is, in case of wrecks or wash-outs?

Mr. Cadle: No, sir.

Mr. Sheean: What were they doing to get a combination of sixteen and fourteen hours going from one terminal to another?

Mr. Cadle: Hauling tonnage, getting them up those hills.

Mr. Sheean: And you think that you have an instance of going from one terminal to another without any casualty or break-down or anything of the sort, in which there is sixteen hours, ten hours' rest, and then another fourteen hours before getting to another terminal?

Mr. Cadle: Yes.

Mr. Sheean: Within the last three years?

Mr. Cadle: Oh, yes.

Mr. Sheean: Well, can you answer, Mr. Cadle, whether or not it is ordinarily the case that crews are not tied between the terminals except to give compliance with the sixteen hour law or in case of casualty or accident?

Mr. Cadle: As a general rule, the railroad companies do not tie them up.

Mr. Sheean: Is this Article 8, Mr. Cadle, intended to apply to work trains regularly assigned between terminals for a period of several weeks?

Mr. Cadle: Article 8?

Mr. Sheean: Yes. That is the Held Away from Home Terminal.

Mr. Cadle: I don't think it is intended to apply to work trains, no, sir.

Mr. Sheean: There is no exception, however, in the rule?

Mr. Cadle: No.

Mr. Sheean: But work trains should be excepted.

Mr. Cadle: Oh, yes.

Mr. Sheean: What about snow plows; they should be excepted also?

Mr. Cadle: I think so, yes, sir.

Mr. Sheean: Well, what about work trains tied up between terminals under the preceding rule, Article 7?

Mr. Cadle: I don't understand your question. Ask it again, please.

Mr. Sheean: In the case of work trains that are tied up, regularly assigned to do work in between terminals, tied up regularly every night between terminals, would they fall under Article 7?

Mr. Cadle: Yes, sir, where they are tied up every night.

Mr. Sheean: Although that is their regular assignment?

Mr. Cadle: Yes.

Mr. Sheean: Would you pay them continuous time?

Mr. Cadle: No, sir.

Mr. Sheean: Then there should be some exception made as to work trains under the last paragraph of Article 7, should there not?

Mr. Cadle: Article 7, as I understand the last paragraph, it contemplates that where you will work a work train crew sixteen hours, and he has got to tie up for a rest, that you will pay him continuous time.

Mr. Sheean: Well, this does not say anything about tied up for a rest, does it? Tied up for any reason between terminals, as it is worded. Is it your understanding, Mr. Cadle, that there could be interlined after the words "tied up" the words "for rest" there, and that is the proper interpretation of the rule. "Engineer and fireman tied up for rest."

Mr. Cadle: Well, I don't see how the rule could apply otherwise.

Mr. Sheean: What you mean, Mr. Cadle, is, that you do not think it ought to apply to work trains that are regularly assigned?

Mr. Cadle: Why, where they are getting their regular rest. A terminal of a work train is, as I understand it, where he has fixed the same terminal for him to tie up; where he ties up for the night. But if he goes into that point and ties up, the rule does not apply.

Mr. Sheean: Well, very frequently a work train is operated without its getting into any terminal at all, is it not?

Mr. Cadle: Well, as I understand, a terminal is an ending, and where a work train ends its day's work that would be considered his terminal.

Mr. Sheean: So that any pit work at all would not come under this rule. That should be covered by a special rule, or at least that this would not be applicable to any ties-up of that sort?

Mr. Cadle: The rule, as I understand it—what that second paragraph is put in there for, it is where you work a crew in work train service until he is tied up under the Federal law, that he shall be paid for the time so tied up. That is my understanding of what the intent of that rule is.

Mr. Sheean: Well, that would be your interpretation or application of this as to the work train, would it?

Mr. Cadle: Yes, that is my understanding of the rule, that second paragraph of the rule.

Mr. Sheean: So that he would draw his pay during the time tied up?

Mr. Cadle: Yes. If you don't do that, he will lose the next day.

Mr. Sheean: So that it does have some application to work trains?

Mr. Cadle: Yes.

Mr. Sheean: Now, Mr. Cadle, we will turn to Article 9 for a minute, "Deadheading."

(Whereupon, at 4:30 o'clock P. M., December 2, 1914, an adjournment was taken until 10 o'clock A. M., December 3, 1914.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, Dec. 3, 1914.

Met pursuant to adjournment, at 10 o'clock A. M.

Present: Arbitrators and parties as before.

The Chairman: You may proceed, Mr. Sheean.

M. W. CADLE was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Cadle: I would like, if the Board please, to correct my testimony of yesterday, where Mr. Sheean asked me when I last ran an engine. I told him I believed it was twelve or fifteen years. I have not been in active service as a locomotive engineer since 1892. I served as chairman for the engineers on the Missouri Pacific and was available at all times to report for work, at any time they might call upon me. I would like to have that correction made.

Mr. Sheean: I am afraid, in looking over some of my questions yesterday, that the record may be just a little bit confused about the Hours of Service Law and the agreement made between the organizations and the railroads as to the application of the Hours of Service Law. At page 279, of Exhibit Number 2, there seems to be set out in full the agreement governing crews in road service tied up between terminals, in compliance with the Hours of Service Law, negotiated April 1st, 1908, between the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Brotherhood of Locomotive Engineers and the

Brotherhood of Locomotive Firemen and Enginemen. That rule or agreement is generally in effect in the Western territory, is it not?

Mr. Cadle: Yes.

Mr. Sheean: And the organizations here specified are operating under that rule at the present time?

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, in so far as your request in Article 8 modifies that agreement, it would put the engineers and the firemen on a different basis than the other organizations which operate under this agreement of 1908?

Mr. Cadle: Only so far as the pay for the actual time is concerned; that would be the only change—it would not change the rule at all, the rule would still apply. We are not asking to have the rule abrogated by any means, we are just simply asking the one proposition that the men will be paid continuous time when they are tied up.

Mr. Sheean: That is, the only effect would be that during the time which the law says they shall rest, they shall continue to draw pay?

Mr. Cadle: Yes, sir.

Mr. Sheean: There isn't any railroad that you know of now in which the time is paid while the men are sleeping?

Mr. Cadle: When tied up on the road?

Mr. Sheean: Tied up under the law.

Mr. Cadle: I think there are a few schedules that they pay continuous time when tied up.

Mr. Sheean: Under the law?

Mr. Cadle: Yes, sir.

Mr. Sheean: Can you tell us just what road that is, Mr. Cadle?

Mr. Cadle: No, I cannot, but I am quite certain we have got in this book—I think I noticed one or two roads where they have continuous time.

Mr. Sheean: And to that extent they modify this agreement of 1908?

Mr. Cadle: No, there is no modification of the agreement at all, any more than the companies agree to pay the men when they tie them up on the road.

Mr. Sheean: I wish you would take a minute of my re-

quest that you file at some time a reference to the schedule under which the men tied up under the law are paid during the time they are sleeping.

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, under the last sentence of Article 7 and also under this Article 8, Mr. Cadle, provision is made for the payment of continuous time. In the case of railroads which have provisions similar to the one in the Chicago & North Western shown at page 266 of this exhibit, which provides that firemen will be permitted, when necessary, to tie up for rest after twelve hours on duty—the second paragraph of the Chicago & North Western schedule, on that page 266—it would be possible, would it not, in case a rule at all similar to your request became effective, that firemen might tie up and continue to draw continuous time during all of the time that they were sleeping, and, upon resuming duty, go at once onto overtime?

Mr. Cadle: I don't know anything at all about that rule in the firemen's schedule. I don't know how it is to apply or anything of that kind.

Mr. Sheean: You see the rule there before you in the exhibit?

Mr. Cadle: Yes, sir, I see the rule.

Mr. Sheean: Offered by Mr. Moore the other day as Exhibit 2, and in all schedules where there is a provision giving them the right to tie up for rest, if any such rule as this were adopted, they might tie up and draw pay while they were sleeping?

Mr. Cadle: If the company worked them fourteen or sixteen hours and they tied up under the Federal law, yes.

Mr. Sheean: I am talking now about this particular rule.

Mr. Cadle: I do not know anything about that rule. I do not know how it is going to apply. I had nothing to do with the making of that rule. I never saw it before, that I know of. I do not know how it applies on the Chicago & North Western Railroad.

Mr. Sheean: But you do know that the schedule makes provision whereby the fireman is permitted to tie up after twelve hours?

Mr. Cadle: I see it in the book here, yes.

Mr. Sheean: That rule if found in any schedule, or any

similar rule, in connection with the proposal here made, would permit the tying up of that entire crew; because you could not go on and operate if one member of the crew exercised his option.

Mr. Cadle: No, sir.

Mr. Sheean: And all of that crew would then be on continuous time while they were sleeping, would they not?

Mr. Cadle: Do you mean if this rule that we have got was adopted?

Mr. Sheean: In connection with this rule which remains in the schedule.

Mr. Cadle: He would most undoubtedly be paid for it.

Mr. Sheean: Now, in addition to that, drawing pay while he was actually sleeping, and being on continuous time, he would draw at overtime rates, would he not?

Mr. Cadle: No, sir, I do not see where he would.

Mr. Sheean: If a man is on continuous time, all of his time counts in determining when overtime begins, does it not?

Mr. Cadle: I do not think he would draw any overtime on that proposition, no, sir.

Mr. Sheean: At the end of the trip, I mean.

Mr. Cadle: No, sir, on all of those schedules—there are a great number of them on which they do not pay double time at all. They have got provisions in there—

Mr. Sheean: But where anything is better in this schedule, it supersedes all such provisions, does it not?

Mr. Cadle: Well, it is a question in my mind whether that would be better or not.

Mr. Sheean: It is?

Mr. Cadle: Yes.

Mr. Sheean: But if it was better to draw time and a half after a lapse of ten hours, this submission of yours, if granted, would let you elect whether to take that or not?

Mr. Cadle: No, it would take two parties to make a bargain. I might think I was entitled to it, and make out a trip ticket for it, but at the same time the company would not pay me for it if it was not covered by the schedule.

Mr. Sheean: But, what I am asking is whether, with this provision in the schedule, there is anything in your submission, in Article 8, and the latter part of Article 7, that would prevent the claim, or justify the refusal to allow continuous time.

Mr. Cadle: I do not know, sir. I do not know whether it would or not.

Mr. Sheean: The next is Article 9, "Deadheading," in which provision is made that engineers and firemen deadheading on company business shall be paid the same rate and on the same basis as the engineer and fireman on the train on which they are deadheading.

Mr. Cadle: Yes.

Mr. Sheean: Does that contemplate that an engineer ordered to report at the roundhouse, register, and go out on a particular train, shall draw the same preparatory time and the same terminal delay as the man running the engine on the train on which he deadheads?

Mr. Cadle: Does it require the same——

Mr. Sheean: The same payment to the man deadheading that is made to the man who runs the engine.

Mr. Cadle: That man would not have any preparatory time. He would not have any locomotive to prepare, if he was deadheading.

Mr. Sheean: He is required to register at the roundhouse—assuming that he is to go out on a particular train.

Mr. Cadle: Well, he is supposed to report to someone that he is ready for business.

Mr. Sheean: The rule provides that he shall draw the same rate, on the same basis, as the engineer on the train on which deadheading?

Mr. Cadle: Yes.

Mr. Sheean: Does that include the same allowance which is made by way of preparatory time——

Mr. Cadle: No, sir.

Mr. Sheean: Or initial or terminal delay?

Mr. Cadle: It might in the way of initial or final terminal delay, but I do not see where an engineer could claim any pay for preparatory time when he did not prepare anything, where he had no engine to prepare. He was deadheading. He was going on a passenger train or a freight train.

Mr. Sheean: But your definition of preparatory time, Mr. Cadle, under Article 5, is that preparatory time will be the time engineers and firemen are required to be on their locomotives?

Mr. Cadle: Yes, sir.

Mr. Sheean: Prior to time ordered to leave roundhouse or other point?

Mr. Cadle: Yes, sir. They might require a crew that was going to prepare—an engineer, you would require him to be around in sufficient time to prepare his engine. If you called him to deadhead he would not have any of this work to do, and you would call him to be down at the station in time to go on that passenger train, or freight train, consequently there would be no—

Mr. Sheean: Well, if he reports at the roundhouse he does draw the terminal delay, does he, getting from the roundhouse to the station?

Mr. Cadle: Deadheading?

Mr. Sheean: Deadheading.

Mr. Cadle: No, I would not think so.

Mr. Sheean: In case the train on which he deadheads stops to do any intermediate switching, does the man deadheading get the same allowance for that as the engineer who is operating the train?

Mr. Cadle: I would not think so.

Mr. Sheean: If the train is late on leaving the terminal, suppose he is told to deadhead on the passenger train, and that passenger train is late in leaving the terminal?

Mr. Cadle: If the company calls him to leave on that passenger train on time and the train is late, and there is any initial delay, he should be paid for it, yes, sir.

Mr. Sheean: In addition to the time or miles of the trip?

Mr. Cadle: Yes, sir.

Mr. Sheean: And if, as you answered yesterday, the train on which he is ordered to deadhead leaves 40 minutes late, but makes up that time by the end of the run, he gets initial terminal delay plus the miles on the run?

Mr. Cadle: If he was a full hour—if he had complied with the rule; if the rule was one full hour, he would be paid for it, yes, sir.

Mr. Sheean: Well, Mr. Cadle, is there any provision in this submission here for the one full hour?

Mr. Cadle: No, sir.

Mr. Sheean: He is allowed the initial terminal delay independent of the time or miles of the trip?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that, on a deadheading trip, if the train on which he started out, started out 40 minutes late, he would have that as an arbitrary, and if it made it up on the run he would have that in addition to the miles of the run?

Mr. Cadle: If the company called that man to report for duty and stood him around a station a night or a day waiting for a passenger train, they would pay him for it under that rule, yes, sir.

Mr. Sheean: Even though the time was made up by the passenger train, and he reached the point at which he was to take up a train or engine on return trip—even though he reached that point on time?

Mr. Cadle: Yes, sir, because it is a fair rule. The officer of the company that I was working under calls me; if that train is late, he can set my time back, but if he calls me out of bed at 12 or 1 or 2 o'clock to deadhead on a passenger train, and that passenger train is three or four hours late, he should pay me for it, and that rule contemplates that he shall pay me for it.

Mr. Sheean: Take the case, Mr. Cadle, that you spoke of the other day, where there is a delay of 40 minutes in the station, loading or unloading express, and that 30 or 40 minutes is made up on the run, so that the man going out deadheading, gets to the point where he is to take charge of an engine at just the time that he was called for, he still would have this allowance in addition to the miles of his run?

Mr. Cadle: Yes, sir.

Mr. Sheean: And in case he is going out from this terminal, deadheading, he goes into his caboose or into the caboose for this deadhead trip, and goes asleep, he does not know anything about the time that they start out, and arrives on time at the other end of the run, his pay would be different, depending on whether that caboose got out on time or did not get out on time, if this rule were granted?

Mr. Cadle: I don't know how you are running that crew. I would like you to state to me how you are running that crew. I don't quite get you. I have been called a good many times to deadhead and different things, but I cannot get your system of running it.

Mr. Sheean: Well, he is called to deadhead out of the Chicago terminal at 8 o'clock tonight, and to go out 110 miles, go out on a particular train, which is due to leave at 8 o'clock tonight—freight train; he gets down there at 8 o'clock tonight; the caboose is there; he has nothing to do with reference to running the engine or the train as he only has to deadhead.

Mr. Cadle: Why, he goes and fixes it up with the brakeman to fix him a bed, as a general thing.

Mr. Sheean: Then he fixes up this bed at 8 o'clock?

Mr. Cadle: Yes.

Mr. Sheean: Then this train does not in fact get out until 11 o'clock; he goes to sleep at eight.

Mr. Cadle: Yes.

Mr. Sheean: His pay would be different, would it, dependent upon whether that train pulled out of that station here at 8 or 11, no matter what time it got to the other end of the run?

Mr. Cadle: Well, I told you I didn't believe that the deadhead time applied—the terminal time applied to where men were not called in advance of a train.

Mr. Sheean: But he is called here. There are two men called, both to go out at 8 o'clock, and one goes out at 8 and the other gets out at 11; the one man is deadheaded out 60 miles; he leaves on time at 8; he goes out 60 miles; the other man only goes out 40 miles; does not start out until 11. Now, you give the man who has the three-hour terminal delay three more hours than you give the other man, do you?

Mr. Cadle: Why, you pay him for the number of hours you keep him on duty, yes.

Mr. Sheean: They both went on duty at 8 o'clock, and they both got to the end of their deadhead run at the same time, at 1 o'clock in the morning.

Mr. Cadle: There are a great many things in connection with that that I don't think you are taking into consideration at all.

Mr. Sheean: Well, all I wanted—

Mr. Cadle: Now, wait a minute. I want to show you the way you can penalize a man. If you go to work and call an engineer to start on a run—he is first out on that spare board or extra board; he goes down there to go out, and you lay him around the yard, and run crews around him and everything else,

and at the end of the week he has not earned the share of money he is entitled to, because you have kept him lying around cabooses, and if you don't give him compensation the same as the man who is running the train, he won't earn any wages.

Mr. Sheean: What I was trying to get at, Mr. Cadle, was, whether or not two men, both called to deadhead, both to leave at 8 o'clock and to deadhead out a distance which would get them out at 8 o'clock in the morning, if they got them both to the end of their deadhead trip at 1 o'clock?

Mr. Cadle: Yes.

Mr. Sheean: But, because in the one case the train left three hours later than it was intended to leave, it would draw more than the other men, though they were both on duty for the same time?

Mr. Cadle: Yes, if the officers put them to work that way.

Mr. Sheean: And even though they both were in the caboose at 8 o'clock here in Chicago?

Mr. Cadle: Yes.

Mr. Sheean: At the same hour?

Mr. Cadle: Yes.

Mr. Nagel: Mr. Cadle, so far as I understand, the basis of the charge is either time, mileage or character of service?

Mr. Cadle: Yes.

Mr. Nagel: Now, in the case which has just been put to you, it seems to me you have a new element; there is no additional time, because the train arrives at the proper hour; there is no additional service, because he sleeps, on their theory, and there is no additional mileage, for the distance is the same.

Mr. Cadle: No, sir.

Mr. Nagel: Where is your basis for an additional charge?

Mr. Cadle: It is on the terminal delay. If they call a man three hours before the train is due to leave, the agreements provide that he shall be paid; this rule provides that he shall be paid for that three hours. Now then, he is held three hours. It is a penalty rule for the company not to call a man until they need him.

Mr. Nagel: It is true he is delayed three hours at that end, but the three hours are made up to him at the other end. Where is the basis for the claim?

Mr. Cadle: Because, the rule provides that this time shall

be paid separate and distinct from any other mileage or time made on the trip.

Mr. Nagel: Well then, do you endorse that rule?

Mr. Cadle: Sir?

Mr. Nagel: Do you endorse that rule?

Mr. Cadle: We have got a rule of that character in a great many different schedules.

Mr. Park: You mean, Mr. Cadle, you have a rule which permits you to be paid for deadheading, but not a rule exactly similar to this?

Mr. Cadle: Yes.

Mr. Park: Have you got a rule similar to this?

Mr. Cadle: We have rules where men are paid a terminal delay allowed with the deadheading; they have a deadheading rule and then they have a rule that they will be paid any terminal delay that there may be on the run, or any overtime.

Mr. Sheean: Mr. Cadle, what road is it that pays terminal delay in addition to deadheading?

Mr. Cadle: I did not say what road there was. I told him there were roads that had a rule of that character.

Mr. Sheean: Well, Mr. Cadle, the same as this other request, at your leisure, give us a reference to the schedule of any road or roads which allows terminal delay as an arbitrary, in addition to the allowance for deadheading?

Mr. Cadle: I will not say "arbitrary," because you injected that word into it. That word has not been used in all of our cross-examination on this question,—the word "arbitrary" has not been used.

Mr. Sheean: I will withdraw the word if the word "arbitrary" is offensive, and will ask you to file a reference to any schedule which provides, that, in addition to the deadhead time, separate and distinct from it and irrespective of time or miles, there shall be a terminal delay allowance.

Mr. Cadle: I will not agree to furnish you anything of that kind, but I will agree to furnish a schedule on the question that Mr. Park asked me.

Mr. Sheean: I understood Mr. Park's question to be an allowance for terminal delay separate and distinct from the deadheading.

Mr. Cadle: No; he asked me if there was any schedule

that allowed terminal delay on deadhead service, and I answered him, Yes.

Mr. Sheean: Well, then, Mr. Cadle, if you can file a reference to a schedule which makes provision for the allowance of terminal delay, in case of deadheading, except where it runs into overtime, I wish you would do that.

Mr. Cadle: I will furnish you the rule——

Mr. Stone: If I may inject here just a moment, to save time, and save taking a whole lot of testimony, I will read a rule into the record at this time, if I may be allowed to do so.

Mr. Sheean: I haven't any objection.

Mr. Stone: Chicago, Milwaukee & St. Paul schedule, Article 14, reads in part:

“Engineers deadheading on freight trains will be paid initial terminal delay time, the same as the crew they are deadheading with.”

Mr. Sheean: Will you read the Initial Terminal Delay Rule, the same as the crew they are deadheading with?

Mr. Stone: That answers the question, as I understand, which you are discussing.

Mr. Sheean: No, no; because the initial terminal delay there, I think you will find, is in case it runs into overtime. Just so that we may have the two rules together, I would like to have read in connection with that the rule to which it refers.

Mr. Stone: I shall be very glad to.

“Article IX. *Terminal Delayed Time.* A. On the Chicago & Milwaukee Division and on all runs of ninety (90) miles or over——”

Mr. Sheean: Passenger now, or freight?

Mr. Stone: It is terminal delayed time. I have not got quite through yet.

“A. On the Chicago & Milwaukee Division and on all runs of ninety (90) miles or over, engineers in passenger and freight service, except work and construction, shall be allowed terminal delayed time for all time they are delayed at initial terminal, provided the time delayed is one hour or more. When delayed time at initial terminal is paid, trip time shall commence at the actual leaving time of the train. Delayed time will be paid pro rata on the basis provided for overtime.”

So it is undoubtedly separate and distinct from the other time.

Mr. Sheean: On runs of ninety miles or over, and one hour or over, of delay. Is that all of the rule?

Mr. Stone: No, it is quite a long rule, and it makes some exceptions at terminals. Do you want the whole rule?

Mr. Sheean: I would like to have it, yes.

Mr. Stone: I shall be glad to read it.

“Terminal switching time and terminal delayed time may be computed collectively.

“B. Except at Coburg, Ottumwa Junction, Montevideo, Chicago and Milwaukee Terminal Districts, where special agreements exist, the following will govern:

“Initial terminal delayed time will accrue from the time called to depart and will cease when train starts upon the track it is made up on. If, after starting, the train is stopped, initial terminal delayed time will continue until such time as the train actually starts and is not thereafter stopped in the terminal.”

That is the full rule.

Mr. Sheean: Mr. Cadle, speaking yesterday of initial terminal delay, you stated that initial terminal delay is the time you are held in terminal after the time fixed for your train.

I assume by that you meant the present terminal rule.

Mr. Cadle: Yes.

Mr. Sheean: Is there in any schedule now, so far as you know, a provision for counting as part of the terminal delay the time which is consumed in going from the roundhouse to the outer switch?

Mr. Cadle: Yes, there are railroads which fix the time.

Mr. Sheean: They fix the time?

Mr. Cadle: Yes.

Mr. Sheean: Even where no actual delay occurs?

Mr. Cadle: Yes.

Mr. Sheean: And counting all the time used in the necessary operation from roundhouse to outer switch?

Mr. Cadle: No; there is a schedule. Those Canadian schedules provide that there shall be fifteen minutes used between the time they prepare their engine and to go to the yard—

Mr. Sheean: But in this proposition you count all of the time as delay, whether there be any actual delay or not, do you not?

Mr. Cadle: Yes.

Mr. Sheean: There is no schedule that has that clause, is there, counting as delay all of the time necessarily used in going from roundhouse to outer switch?

Mr. Cadle: There are schedules that provide for paying the man some kind of pay for all the time that he is at the terminal.

Mr. Sheean: Is there any rule which calls or classifies as terminal delay all of the time used in going from roundhouse to outer switch?

Mr. Cadle: There are schedules that allow an hour. Where they allow an hour for a man to be on duty, one hour before leaving time, there are schedules that pay that man from the time he leaves the pit track, if he does not go out in one hour, or at the time fixed, that he is paid overtime rates for that.

Mr. Sheean: That is, an allowance is made in the schedule to cover the necessary and proper time consumed in getting from the roundhouse to the outer switch. That is, they have recognized on those roads that some time will be used there. Some fix it at an hour and others at other periods of time?

Mr. Cadle: No, they do not fix any hour to get from the roundhouse. There are two schedules that specify that fifteen minutes shall be used between the roundhouse and the outer switch.

Mr. Sheean: For the purpose of computing overtime the schedules make some provision that initial terminal delay shall not accrue until some period of time is taken up in moving the train there. You have spoken of the two Canadian roads as allowing fifteen minutes, and others as allowing an hour. Now, is there any schedule which counts as terminal delay all of the time from the time the engine starts from the roundhouse to the outer switch?

Mr. Cadle: They do if they are out a specified number of hours. Some schedules say thirty minutes and some one hour, and some forty-five minutes.

Mr. Sheean: I am trying to get an answer to just the one question.

Mr. Cadle: I know what you are trying to get, and I know what I am trying to answer.

Mr. Sheean: The single point I am trying to develop is whether any schedule makes the same provision which you propose here, that all the time used from roundhouse to outer switch shall be considered terminal delay.

Mr. Cadle: Well, I presume you could find that in some of these schedules. You can find almost anything.

Mr. Sheean: I wish you would make a diligent search for that, and if you find it, give us a reference to that.

Mr. Stone: To save bringing it up later, I will read it into the record right now, if I may.

The Chairman: All right.

Mr. Stone: (Reading.)

“Canadian Northern Railway. Effective October 1, 1912.

“Article I. * * * (D) *Passenger Service*. Terminal delay commences when train arrives at its initial terminal as shown on time table. Outbound trains will be paid from the time due to leave shop track until departure of train. Inbound trains will be paid from time of arrival at station until forty-five minutes after arrival on shop track. This in addition to actual road mileage made.

“(E) *Freight Service*. Road mileage commences and ends at outer switch of terminal yard. Outbound trains will be paid from the time they leave shop track or time called for until arrival at outer switch. Inbound trains will be paid from the time of arrival at outer switch until forty-five minutes after arrival on shop track, in addition to actual road mileage made. Outer switch means the switch used in heading into the yard.”

Mr. Sheean: Mr. Cadle, turning to this deadheading rule, does this rule contemplate the payment of time at the rate here provided where an engineer or a fireman deadheads to exercise his seniority rights?

Mr. Cadle: I would say no.

Mr. Sheean: Under what provision of this rule would you say that there was an exception in that case?

Mr. Cadle: The schedules in effect on all these railroads, on that particular point, have been the work of a good many years, and all of those schedules have rules fixing that point that you are speaking on now. They have a rule which specifies how that deadhead rule shall apply.

There are a number of those schedules that provide that a man will not be paid when he is deadheading to exercise his seniority right to run.

Mr. Sheean: Then, it has been recognized as being necessary to provide specifically in the schedule that he shall not draw this pay when exercising his seniority right?

Mr. Cadle: It has been, yes.

Mr. Sheean: And in the absence of any such provision here, what is there about this submission that would give the roads the right to retain that? This supersedes all less favorable rules.

Mr. Cadle: I do not understand that this Board of Arbitration is going to manufacture all of those rules, or I do not presume that when they hand down their award they are going to put them all out of commission. It will be necessary after they get the awards, to get them put into effect; and I have always found that the engineers, and the company, on those deadhead propositions, have always been very fair. They have always been able to work out a rule.

Mr. Sheean: And the deadheading rules on the different roads vary to meet the local conditions on those different roads?

Mr. Cadle: Yes.

Mr. Sheean: So that, at the present time, these deadheading rules as provided meet the local situation, and have been, as you say, fair?

Mr. Cadle: Yes.

Mr. Sheean: The next article is as to hostlers, and provides that at points where an average of six or more locomotives are handled within twelve hours, day or night, hostlers shall be maintained. In the case of a helper engine, making say three trips a day up a grade and back to the foot of the grade, and the helping crew relieved at the end of each of those trips, and the engine handled at the end of each of those trips, three

times in and three times out during the day, would that rule require the maintenance of a hostler at that point?

Mr. Cadle: No, sir.

Mr. Sheean: Where six engines are handled, do you count an engine both in and out?

Mr. Cadle: No, it looks to me, that under that rule, if you had during a day six engines that were to be handled at that terminal, you would provide a hostler, but if there were not six engines—

Mr. Sheean: It means six different engines?

Mr. Cadle: Oh, I should say so, yes.

Mr. Sheean: Mr. Cadle, that doesn't agree with the interpretation—

Mr. Cadle: (Interrupting): Which you place on it.

Mr. Sheean: No, which the organization which you represent placed upon the rule when you were asked as to the meaning.

Mr. Cadle: I don't know anything about what the organization—

Mr. Sheean: Didn't you participate in replying as to the intent and purpose of the rule, when questions were asked about it, or did you—

Mr. Cadle: I didn't quite get the question.

(Question repeated by the reporter.)

Mr. Cadle: No, I would not say I did. While I was at the conference a portion of the time, I was away the greater part of the time.

Mr. Sheean: For the purpose of refreshing your recollection, Mr. Cadle, wasn't the question asked, under Article 10: "Is an engine handled in and out during a twelve-hour period counted as one or two, for the purpose of this rule?" And wasn't the answer to that question, "Two"?

Mr. Cadle: I don't know, sir.

Mr. Sheean: And if that answer was given you do not agree to that as the proper interpretation of this rule?

Mr. Cadle: I would not say that I do not agree; but you wanted to know what I thought about what constitutes six engines and asked me if handling the same engine twice—you might handle an engine going out on a run in the morning and you might handle it coming back in the evening, on an assigned run, and I would not count that two engines, while he handled that

engine twice. I do not think that is the intent of the rule. I believe the rule contemplates where there are six crews or engineers coming in there that are taken care of; they may handle them two or three times in one day; but you would have to have your six engines there.

Mr. Sheean: Six crews, then, you mean?

Mr. Cadle: Sometimes we have two crews with one engine, so we would not very well inject the crews into it. We will talk about the engines.

Mr. Sheean: If you did have three crews which handled six engines, that would require a hostler to be maintained at all such points?

Mr. Cadle: If they handled the six engines—if you had six engines—we mean six engines—that is what it specifies, it don't say seven, it don't say three; but it says six; now, you might have six engines there and he might handle one of those engines three or four times a day, but that would only count as one engine, the way I understand it.

Mr. Sheean: Although he handled that one engine just as many times and did as much work in and about that engine as if six different engines came in during the same period of time?

Mr. Cadle: No, I don't look at those cases that way at all. I have explained to you very clearly how I understand the rule. I don't know that I could say anything further on it.

Mr. Sheean: Well, now, Mr. Cadle, the matter of the manner of hostling engines varies greatly in this Western territory, doesn't it?

Mr. Cadle: Yes, sir.

Mr. Sheean: And just what do you mean by "hostler"—you say that "hostlers" shall be maintained?

Mr. Cadle: I believe in my direct testimony I stated what constituted a hostler.

Mr. Sheean: Well, if you did, Mr. Cadle, I don't remember it and I would like to know, just what, under this rule, is the definition of "hostler."

Mr. Cadle: I stated that there was hostler service where they would relieve the engineers at the station, and those hostlers would draw the train out of the station and they would take the engine to the roundhouse. Now, those are what they call road hostlers, outside hostlers. They are qualified men, men

that are capable of making main line movements. There are hostlers that handle the engines at the pit, that supply the engines with coal, water and sand, and have their fires cleaned, put them in the roundhouse, take them out, place them on a designated track—the engineers are relieved from performing that character of hostler service.

Mr. Sheean: Now, at small points, a great variety of duties are performed by men in connection with the care and handling of engines, after the completion of their road trips, are there not?

Mr. Cadle: Yes, sir.

Mr. Sheean: At some points they handle engines in and out of the roundhouse, in connection with a great deal of other work, seeing that the sand, water and coal is supplied?

Mr. Cadle: There are very few where they handle engines in and out of the roundhouse.

Mr. Sheean: Well, who does that; what would you call the man who handles the engines in and out of the roundhouse?

Mr. Cadle: You are speaking about the engineer?

Mr. Sheean: No, the hostlers, I said.

Mr. Cadle: Oh, hostlers. Yes, you have got hostlers who handle those engines in and around the roundhouse.

Mr. Sheean: The man who handles the engine on and off the cinder pit is a hostler?

Mr. Cadle: Generally, yes, sir.

Mr. Sheean: The man who cleans and knocks the fire is a hostler?

Mr. Cadle: No, they have fire knockers; men that they employ for cleaning those fires and the ash pans, and there are some places where the hostler and his helper will clean the fire. It is their duty to clean the fire.

Mr. Sheean: At the present time?

Mr. Cadle: Yes, sir.

Mr. Sheean: Under this rule, if granted, could the hostler provided for in this rule be called upon to do the work of cleaning or knocking fires?

Mr. Cadle: I don't know, sir.

Mr. Sheean: You say that hostlers shall be maintained?

Mr. Cadle: Yes, sir.

Mr. Sheean: Could a hostler, maintained under this rule, be called upon to do that work?

Mr. Cadle: That I don't know.

Mr. Sheean: Well, at many points hostlers do that work and clean ash pans?

Mr. Cadle: The hostler very seldom cleans the ash pans. There are places where they may have a few engines, a very light job, where the hostler will clean the fires and his helper will clean the ash pans.

Mr. Sheean: Do the hostlers now ordinarily spot the engines and perform the work of supplying the engines with fuel, sand and water?

Mr. Cadle: I don't think so.

Mr. Sheean: Who does that?

Mr. Cadle: Why, they generally have a laborer. I have seen them spotted at cars; I have seen engines standing spotted at coal docks, where they shoveled coal onto them at nights. I have seen them standing alongside of cars on side tracks where they shoveled the coal on. They generally have a man, a watchman or some one, to do that work.

Mr. Sheean: If this rule were granted, railroad companies could still employ men as watchmen to do that work?

Mr. Cadle: I don't suppose the hostlers would have any objection to his shoveling the coal on.

Mr. Sheean: Or spotting of the engine?

Mr. Cadle: The watchman doesn't spot any engines.

Mr. Sheean: Who does that now?

Mr. Cadle: Why, the engineer, where they don't have any hostlers.

Mr. Sheean: Where they have hostlers?

Mr. Cadle: The hostler spots the engine, generally. He is supposed to spot the engine and place it on the turn-table.

Mr. Sheean: Does he perform the work of supplying fuel, water, sand and supplies?

Mr. Cadle: I don't know, sir, whether there are any places where they do it or not.

Mr. Sheean: Now, the men who do this work of various kinds in connection with the care and the handling of an engine, both for the road trip and after it ends the road trip are now supplied from various departments, are they not?

Mr. Cadle: I don't know very much about that. That comes under the firemen's agreement.

Mr. Sheean: Do you know of cases where, when there are but a small number of engines, the roundhouse foreman will make a few movements of the engine in connection with his general duties?

Mr. Cadle: I know places where they christen him "Roundhouse foreman," but he gets a hostler's pay for it, just the same.

Mr. Sheean: And he may do the work of moving one or two engines during the day?

Mr. Cadle: Yes; they generally select an engineer or a fireman for that position.

Mr. Sheean: Does your proposal contemplate that one selected as a hostler can be called upon to do any of this other work which is now done by this roundhouse foreman?

Mr. Cadle: I don't know anything in this proposition there that would prevent it.

Mr. Sheean: So that, if a rule similar to this were granted, it is your understanding of the rule, that the railroad company in paying a hostler's rate, in case there was but two hours' work, actual hostler's work, to be done at the point, might, for that rate of pay, call upon that man to do this other work that has been described here?

Mr. Cadle: I do not think there is any railroad that employs hostlers where they have but two hours' work to perform a day. They don't do that. I don't know of any road.

Mr. Sheean: What do they employ now where they have but two hours' work?

Mr. Cadle: They have an engineer and fireman handle the engine, and a great many recompense them for it.

Mr. Sheean: Handle the engine from where to where?

Mr. Cadle: Do all of the duties performed by a hostler.

Mr. Sheean: Now, that is what I would like to get at, Mr. Cadle, if I can, as to what the duties of a hostler are?

Mr. Cadle: Well, I have given you—I have defined them as closely as I possibly can, and I have no additions to make to the hostler.

Mr. Sheean: At points where six engines are handled, Mr. Cadle, does this proposition contemplate that the employes handling the engines be paid the hostler's wages?

Mr. Cadle: The railroad companies now have—a great many of them have agreements with their engineers by which they shall handle——

Mr. Sheean: I am talking now about this proposal.

Mr. Cadle: I don't know that that is going to interfere with the rules you have already got in effect. I don't know that.

Mr. Sheean: Well, if this proposal is more favorable than the other, it will interfere, won't it? That is what I want to get at, Mr. Cadle, whether or not it is contemplated that an employe handling the engine be paid the hostler's wages?

Mr. Cadle: No. The schedules provide that he shall be paid the same rate of pay for handling the engines that he would for handling the train that he was assigned to. They do not change the rate of pay per hour. If I will allow you an hour for handling the engine, and you are on a run that pays freight rates, you will get one hour at freight rates.

Mr. Sheean: Well, I have in mind, Mr. Cadle—and I would like to have that cleared up if we can—the case of these branch lines where we say there are one or two engines. The engineer and fireman make delivery at a designated track, just as you would in a large terminal, and the general handy man knocks the fire and does all the other work, and does actually move it from this point to this little roundhouse, does all of the other labor that I have told about here; under this proposal, would this man at these points on branch lines, draw the hostler's rate?

Mr. Cadle: No, sir, he would draw the rate of pay—if he were required to perform that service he would draw the rate of pay that he was drawing on his daily run—on his run that he came in on.

Mr. Sheean: Assuming, though, Mr. Cadle, that the engineer does not do any hostling at all on this branch line, but simply leaves his engine (as he would at a terminal) at a designated point, and that the handy man at this point who puts on all the supplies, and the coal and the water and everything else, does move this single engine across the turntable, if you please, or in and out of the caboose?

Mr. Cadle: Under the engineers' proposition here, the company have a right to expect that engineer to deliver that engine some place.

Mr. Sheean: Does the engineer, under your proposal, claim

the right also to do this hostler's work? What I am trying to get at, Mr. Cadle, is whether the company will still have the right to do the thing that it is now doing—having a handy man at these points to do all of this work.

Mr. Cadle: If the handy man does all of the work, the engineer will have no claim for pay at all, because he does not perform any service. The handy man is doing it all.

Mr. Sheean: Will that handy man, because of his hostling that engine, actually moving it under steam once or twice a day, under your proposal be entitled to this hostler's rate of pay?

Mr. Cadle: I think he will, yes, sir.

Mr. Sheean: So that all our monthly men—if we have any—on these branch lines, who perform general work, at an agreed monthly salary, will have to go on this per diem rate of hostlers.

Mr. Cadle: If you put them on as hostlers, and you put that rule in effect, and they perform the duties of a hostler, they should be paid according to that rate.

Mr. Sheean: Well, if at any time during their duties they move an engine under steam, they will have to take this hostler's rate?

Mr. Cadle: No, no, no. I have seen men move engines and run them in the pit, and every place else. We do not want that at all. Any man that gets on an engine to move her about there, that is the company's business and theirs; but if you employ a hostler to handle these engines at terminal points, that rule will apply.

Mr. Sheean: Well, supposing we still hire a foreman of that shop, and in connection with his work he does move this engine from the place where the engineer leaves it across the pit, and does that regularly every day, thirty days in the month, will that foreman go on this scale of hostler's pay?

Mr. Cadle: Well, you will have a grievance with the fireman now. You are asking the questions that I do not know very much—this hostler's proposition; but you ask me what that rule means, and I will try to tell you.

Mr. Sheean: Well, let us get over then onto this main line, where you claim jurisdiction. How much of a main line movement—what length of main line movement would be essential to put him on this main line movement rate of pay?

Mr. Cadle: I do not think there should be any limit at all.

Mr. Sheean: So that if an hostler ordinarily working in

the yard, in order to get coal or water, has to cross a main track—the Y—the yard—has to cross a main track, the hostler who moved at any time on that main track would take that main line rate of pay?

Mr. Cadle: If he made a main line movement, yes. You can hit him just as hard on that switch crossing over there as if he were out ten miles.

Mr. Sheean: And that is intended in this proposition, that in cases where an hostler in connection with this regular work moves an engine at any time on any part of the main line he is to receive the rate of pay here fixed?

Mr. Cadle: Yes, sir; that is the intent of it if he makes main line movements.

Mr. Sheean: And a shop foreman making any such movement on a branch line, if that is the main line of that branch, would also receive this, would he?

Mr. Cadle: If the shop foreman was judged competent by the—

Mr. Sheean: Well, taking the case of a branch, where there are two runs a day, but it is the main line of that branch railroad, any man who crossed any part of that road with an engine would draw this engineer's rate of pay?

Mr. Cadle: Yes, sir.

Mr. Sheean: Even though that was this three-mile branch of the Burlington that I talked of the other day?

Mr. Cadle: Yes, sir.

Mr. Sheean: And even though there was only one engine on the entire branch?

Mr. Cadle: Yes.

Mr. Sheean: That is what the rule means as printed?

Mr. Cadle: That is my understanding of it, sir.

Mr. Sheean: And that hostler under this Article 10 would also be entitled to time and a half if, counting his time continuously from the time he reported until he was relieved, he had a spread of more than ten hours?

Mr. Cadle: Yes, sir. That is what the rule says.

Mr. Sheean: Now, in that part of the rule, Mr. Cadle, which provides that, "Should hostlers be required to remain on duty after designated meal hours, one hour will be allowed as overtime"?

Mr. Cadle: Yes, sir.

Mr. Sheean: That takes the overtime rate, I assume?

Mr. Cadle: No, I would not think so.

Mr. Sheean: Well, is that one hour thus allowed added on to the other time that he works, in order to determine the computation of overtime?

Mr. Cadle: I would not think so.

Mr. Sheean: That is allowed independently then of the computation of all other time?

Mr. Cadle: You have special rules that provide for a dinner hour and how they shall be treated, and how they shall be paid.

Mr. Sheean: With hostlers?

Mr. Cadle: Well, they have some schedules.

Mr. Sheean: I assume, like the rest of it, this would supersede them if allowed, would it not, Mr. Cadle? I am trying to find out what would be done under this rule.

Mr. Cadle: It is better, there is no question.

Mr. Sheean: There is no question about that. Well, assuming that this rule were granted here, this one hour were counted as overtime, this meal hour proposition that I just referred to, is that also added on to the other working time to determine what the total time on duty is?

Mr. Cadle: Well, it should be, yes, under the rule.

Mr. Sheean: So that it is allowed here as a separate item, and then also is considered in determining his total length of service?

Mr. Cadle: Yes.

Mr. Sheean: It might, under this rule, be paid for twice, then, Mr. Cadle?

Mr. Cadle: Not if you relieve the man, it won't.

Mr. Sheean: No, but in case they were relieved, as provided in this rule, it would be paid for twice.

Mr. Cadle: No, no. If the dinner hour—if that is paid for, and that is one part of the day's work which shall be paid at the hour rate, it is my judgment then that the overtime rate should be made separate and distinct from that one hour, because you have paid the man once for that one hour at the daily rate. You asked me if the time and a half—

Mr. Sheean: Well, do you compute the hostler's time continuously?

Mr. Cadle: I don't know what they do say about it. I told you I did not know very much about a hostler. No, sir, I don't see that there is anything in here about computing it.

Mr. Sheean: Is it your understanding this would not be computed continuously, this hostler rule.

Mr. Cadle: Nothing in the rule says it shall be computed continuously.

Mr. Sheean: Well, then, do you understand that if they were relieved for one hour, from, say, twelve to one each day, that there would be a total spread of eleven hours, and ten hours to be paid for, under this rule?

Mr. Cadle: I don't know a thing in the world how they are paying hostlers.

Mr. Sheean: Well, I am trying to find out about the paying under this rule.

Mr. Cadle: Well, you had better take that up with Mr. Carter's men, the hostler proposition, because it is their rule, and they are supplying men for it, and it is unfair for you to ask me to define——

Mr. Sheean: Well, now, Mr. Cadle, I don't want to ask you anything that is unfair, but I assume that when this proposal provided that the main line or road hostlers are to be paid the same as engineers on switching service, and that such positions shall be filled from the ranks of the engineers, that that part of this rule was strictly the engineers' rule. Am I wrong in that assumption?

Mr. Cadle: Provided you can get—provided they pay the engineers' rate.

Mr. Sheean: Well, do you mean that it ought not—that you do not feel qualified to answer questions under this rule, Mr. Cadle? I do not want to press it, if you don't.

Mr. Cadle: I do not feel that I am competent to decide what that rule means, because a hostler comes under the jurisdiction, as a general thing, of the firemen's organization, and I am not so familiar with them as I am with the engineers.

Mr. Sheean: Well, are you able to tell, Mr. Cadle—I won't press it if you say you have not considered it—are you able to tell how this average is to be determined, provided for in the first part of the rule, "at points where an average of six or more locomotives are handled within six hours, day or night,

hostlers shall be maintained," as to what period of time shall be taken in determining this average?

Mr. Cadle: Well, it appears as though the article provides periods of twelve hours.

Mr. Sheean: You don't mean that if in a single twelve hour period there happened to be six engines there, that that would establish that point for all time, or do you?

Mr. Cadle: That is what it says.

Mr. Sheean: So that if at any point, within any twelve hour period, there were six engines handled, that would be established as a point where the railroads would have to supply and maintain a hostler?

Mr. Cadle: Yes, sir.

Mr. Sheean: Mr. Cadle, this Article 15, as to the official record of weights on drivers; I assume that there is not anything ironclad about the bulletin feature of it, if you could agree upon some more satisfactory method? All that this request is designed to cover is that you shall have full and adequate information as to the actual service weights on drivers, and you suggest the bulletining of it as the most desirable method?

Mr. Cadle: I presume that is all, that the engineers and firemen would like to have correct official weights of those engines.

Mr. Sheean: Some roads, as I understand it, have that stenciled or designated in some way; but what you want is some uniform practice on the several roads that will be a mutually satisfactory way of furnishing accurate information in that respect?

Mr. Cadle: What the engineers and firemen are asking for, or have asked for, is to take the correct weight of those engines, and not be deceived in order not to pay according to the agreement.

Mr. Sheean: Of course, that part of the rule is in connection with the proposal of basing rates on weights on drivers?

Mr. Cadle: Yes.

Mr. Sheean: This Article 16, throwing switches and flagging, in the case of helper engines, is this rule designed or intended to make necessary the carrying of some member of a road crew in order to throw the switches and let the helper engine in at the end of its run?

Mr. Cadle: Where the road crews in helping service require a flagman, the engineer and fireman want to be relieved of that. They also want to be relieved of throwing switches at any point.

Mr. Sheean: I just wanted the application. Take a helper engine running up a grade of say ten miles, and it comes back, with the engineer and fireman going to the roundhouse. It comes back light down the grade.

Mr. Cadle: Yes.

Mr. Sheean: Is it contemplated that when it gets back from this pushing or helping service, there must be provided a flagman or some other employe to throw the switch to let that helper engine in onto the roundhouse track?

Mr. Cadle: Well, that is a matter for the company to decide what it is. It is not for the engineers to decide. There are certain responsibilities. I could give my experience that I had—

Mr. Sheean: Mr. Cadle, I just want the interpretation and intent of the rule merely. The rule as worded is:

“Engineers and firemen will not be required to throw switches, flag through blocks, or fill water cars.”

Now, as to the matter of the switch, is it the purpose and intent of this rule that with a helper engine completing its pushing or pulling up the grade and returning to the foot of the grade, the fireman or engineer shall neither one of them open the switch, or be required to open the switch to let them into the yard?

Mr. Cadle: That rule provides that they shall be relieved of that service.

Mr. Sheean: It does so require?

Mr. Cadle: Yes.

Mr. Sheean: So that where pusher or helper engines are maintained, if this rule was granted, there would have either to be a switchman kept at this point constantly, or else a road man employed to ride up on the engine which is pushing, and ride back with it?

Mr. Cadle: Yes.

Mr. Sheean: This other part of the rule, that they shall not be required to fill water cars, was that intended to apply to

tank cars which are attached to the locomotive, to use as an emergency tender?

Mr. Cadle: I do not know, sir.

Mr. Sheean: Would it cover that sort of a situation?

Mr. Cadle: I do not know.

Mr. Sheean: Mr. Cadle, on that matter of final terminal delay, I want to ask just a question or two that I overlooked yesterday.

The next to the last paragraph of Article 6 reads:

“Final terminal delay in freight service shall begin when train arrives at switch leading from main line into yard, and shall end when engineer and firemen are relieved from duty; provided, that if from any cause trains are held out of yard, final terminal delay shall begin.”

Now, in a case where the yard is congested, and the train arrives at this outer switch as provided for here, how far up, under that rule, is it contemplated that the damming up of traffic shall apply to other crews?

Mr. Cadle: Well, I do not know as there is any limit.

Mr. Sheean: No limit at all?

Mr. Cadle: No, sir.

Mr. Sheean: So that, take the Chicago & North Western, for instance, if the first crew that got into the outer switch could not get in there, and then the next following crew was held up five miles back, and another one out at West Chicago, 22 miles back, all of those crews would draw terminal delay under this rule?

Mr. Cadle: As I understand your question, there are trains between all of those places that cause this block?

Mr. Sheean: If that makes any difference in your answer, you may assume it either way.

Mr. Cadle: It would make a great deal of difference in my answer.

Mr. Sheean: Just tell us the differences.

Mr. Cadle: If the train was up against the block, detained here in the yard, and there was a train lined up here on the main track that could not get in on account of that line being blockaded, if that was the cause of the delay, the final terminal delay would be paid to all of those crews under that rule.

Mr. Sheean: Supposing that instead of letting it stand on the main track, they put one train on a siding, five miles out, and they are held at that siding because the terminal is blocked.

Mr. Cadle: Yes.

Mr. Sheean: Does that man draw the terminal delay?

Mr. Cadle: No, sir.

Mr. Sheean: So that it is a question of putting them on a side track that would determine whether or not the terminal delay accrued?

Mr. Cadle: If any delay would accrue to a train laid on the side track, that man's time would be computed from road service, and not terminal delay.

Mr. Sheean: For road service he would get it only in case it went into overtime?

Mr. Cadle: Yes.

Mr. Sheean: Then out here five miles they have one train on the main track, and they put another train, or the second section of that train, in on the side track. They are only out eight hours on duty, and they are both held out two hours. The one which was on the main track would draw two hours more than the man who was put on the siding?

Mr. Cadle: He would, if it was caused by that—if he was held.

Mr. Sheean: They are both held. I am assuming that they both come up—

Mr. Cadle: You have got one man on a side track. He is in clear. He has got no responsibilities. He can take his shoes off. The other man is on the main track, and his delay is caused on account of the congestion in the terminal. He will come in under terminal delay, and if the other man earns any overtime, it will be after his time limit is up.

Mr. Sheean: Whether or not this terminal delay would back up a particular distance on a particular road would depend upon whether or not they were fortunate enough to have sidings on which to put the men between here and West Chicago. If they went in on the siding they could avoid terminal delay, but if held on the main track, the railroad company would have to pay the men the terminal delay?

Mr. Cadle: Yes.

Mr. Sheean: And by this proviso, "that if from any other

cause trains are held out of yard, final terminal delay shall begin," it was contemplated that this might back up indefinitely, was it?

Mr. Cadle: Well, it might, but there is a great possibility that it would not.

Mr. Sheean: Under this same rule, if a crew is held at the outer switch, so that a man is getting this terminal delay computed down to the time that he is relieved, does he draw that terminal delay in addition to the miles from the point that he is held, down to the point where he is relieved?

Mr. Cadle: A number of the schedules deduct——

Mr. Sheean: No, I mean under this rule.

Mr. Cadle: I do not know what this rule contemplates. You see as much of it as I do.

Mr. Sheean: I have not been interpreting them as many years as you have.

Mr. Cadle: I do not know. I tell you honestly, I do not know.

Mr. Sheean: I just put the case to you, and I would like to have your opinion on it candidly. This crew is held out at the terminal switch, and that is five miles from the place where his train would be delivered on the track in the yard. He is held out there for a half hour. Then it takes him another half hour to get from there down to the point where he is relieved, running five miles in the meantime. He draws one hour's terminal delay, computed from the time that he got to the outer switch until he got to his destination. Does he also draw pay for the five miles

Mr. Sheean: The provision is that this terminal delay shall which he runs in the last half hour?

Mr. Cadle: I would not think so.

be paid in addition to the time or mileage of the trip, does it not?

Mr. Cadle: Yes.

Mr. Sheean: And that five miles is a part of the mileage of the trip, isn't it?

Mr. Cadle: Yes, sir, and you agree to pay for it.

Mr. Sheean: And under this rule this one hour terminal delay is in addition to the time or mileage of the trip?

Mr. Cadle: Yes, sir.

Mr. Sheean: In the cases you speak of, where I think you spoke of engineers sometimes taking the equipment from

the passenger station out some three or four miles or more to a yard, the schedule provisions, as a rule, make—I was going to say an arbitrary allowance—make provision for paying a certain number of miles for that service, don't they?

Mr. Cadle: They have different ways of paying those men for backing those trains out of the station.

Mr. Sheean: As a rule, by allowing them so many miles, or something of that sort?

Mr. Cadle: Some of them allow them an arbitrary hour, some of them allow an arbitrary thirty minutes—not arbitrary—yes, I will use the word “arbitrary”—some of the roads pay at a mileage rate and some pay at an hourly rate, some pay thirty minutes, and some of them an hour; but they have a fixed rate of pay.

Mr. Sheean: Now, Mr. Cadle, in that sort of case, under this saving clause that “Any rates of pay, including excess mileage or arbitrary differentials that are higher, or any rules or conditions of employment that are better”—under that clause, where certain mileage in schedules is now provided to cover the time between the depot and the roundhouse, would the application of this rule as to terminal delay, which requires the payment of all time from the passenger depot, if you please, to the roundhouse, separate and distinct from the mileage or time of the trip,—would you retain this arbitrary mileage allowed under the schedules, and, in addition thereto, receive pay for this terminal delay?

Mr. Cadle: No, I think you would deduct the mileage.

Mr. Sheean: Deduct the mileage?

Mr. Cadle: Yes.

Mr. Sheean: Now, under which clause of your proposition, Mr. Cadle, is there provision for deducting the mileage between passenger depot and roundhouse, or between outer switch and roundhouse, and not computed in the mileage of the trip?

Mr. Cadle: The only answer I could give you to that question is the principle under which they are working now. There are a great many schedules where you earn an hour or the thirty minutes terminal delay, they will deduct, if there is mileage, they deduct the mileages and the rules provide that it shall be done.

Mr. Sheean: I was wondering whether these rules made any such provision?

Mr. Cadle: I could not tell you.

Mr. Sheean: Have you seen any provision for the deduction, to avoid double payment, in any of these proposals?

Mr. Cadle: No, sir.

Mr. Sheean: In each of the cases where that deduction is made, it is because in that particular rule there is a provision authorizing its deduction, in order to avoid paying twice for it?

Mr. Cadle: Yes, sir.

Mr. Sheean: In the absence of such a specific provision in the schedule, payments of that sort cannot be avoided?

Mr. Cadle: I think you will find some of the companies, where they have not a specific rule of that kind, where they do deduct the mileage.

Mr. Sheean: They do have a specific rule?

Mr. Cadle: Some of them do, and some of them do not.

Mr. Sheean: Take that same saving clause you speak of here, in mountain territory, to which we adverted the other day, where one hundred miles is allowed for ninety-two or one hundred and eight for ninety-two, or one hundred and twenty-nine for one hundred and eleven, it is the purpose and intent of this proposal, that all of that arbitrary mileage or excess mileage should be retained under the saving clause?

Mr. Cadle: Yes, sir.

Mr. Sheean: That is the intention, is it?

Mr. Cadle: Yes, sir.

Mr. Sheean: And then it is the intention to apply to that the increased rate of 10 per cent, which is provided for in another rule?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that you retain both the differentials that are allowed in the present schedules, in the way of excess mileage, and then also provide a new percentage differential, applying it to the other arbitrary?

Mr. Cadle: It applies to the other arbitrary just the same as it does to the straight mileage.

Mr. Sheean: So that, where, in any mountain territory, the difference between valley and mountain rates has been

brought about by allowing greater miles in the mountain territory than in the valley territory, you would still keep these constructive miles, under the saving clause?

Mr. Cadle: Yes, sir.

Mr. Sheean: And then you would apply the differential in the rates to this constructive mileage as well?

Mr. Cadle: Yes, sir.

Mr. Sheean: Just a moment, Mr. Cadle, on that fifth paragraph of Article 2, right under the rates, in which provision is made that the engineers and firemen will be paid the through freight rate, according to the class of engine, in pusher, helper, and mine run service; is it contemplated that the rates thus provided for, through freight rates, shall also include the through freight rules?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that all of the through freight rules which are provided, either in this submission or any of the schedules, if they should be any more favorable, will be extended to and applied to the pusher, helper, mine run, work, wreck, belt line, transfer and all other unclassified services?

Mr. Cadle: The intent of that rule is to pay those classes of service at through freight rates and all the rules.

Mr. Sheean: And all the rules of through freight service?

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, does that include that automatic release pay, in the case of the pusher and helper?

Mr. Cadle: If you have got an engineer assigned to a pusher job, he may make four or five trips a day. I don't think the rule would relieve that man automatically at the end of each trip, because these men, as a general rule, are assigned to perform a certain amount of work, to help a certain number of trains, or for a certain number of hours. Their day's work is platted out for them, and I don't think the rule would apply to relieve a man automatically every time he came in, after helping a train up a hill and coming back.

Mr. Sheean: Suppose at the foot of the hill is his terminal, under the automatic release the provision is "Engineers and firemen arriving at terminal or end of run are automatically released; when used again, they begin a new day."

Mr. Cadle: I have answered the question.

Mr. Stone: What are you referring to, mine runs, or pusher and helper?

Mr. Sheean: Pusher and helper.

Mr. Stone: Is it not a fact that we wrote into the record of the second day's proceedings the fact that it did not apply to pusher and helper service—the Automatic Release?

Mr. Sheean: That Article 7 did not apply?

Mr. Stone: That automatic release feature did not apply. You will find it on page 104.

Mr. Sheean: That is suburban and pusher and helper service.

Mr. Stone: Pusher and helper, not mine run?

Mr. Sheean: Now, as to mine run, perhaps, Mr. Stone, we may stipulate as to that, that it is the intent to apply the Automatic Release to mine runs.

Mr. Stone: The Automatic Release applies to all the classes specified in Article 7, applies to everything except pusher and helper service, and suburban service; those three exceptions are made, and it is written in the record.

Mr. Sheean: Mr. Cadle, you are familiar with mine run service; I believe you said you know, in a general way, at least, about mine runs.

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, I don't know that the Board is, and I wish you would tell just what is meant by mine runs, in this proposition.

Mr. Cadle: You have assigned crews that serve the mines with empties, take the loads out, and they may draw them ten or twelve or fifteen or thirty miles into some yard where they are classified.

Mr. Sheean: Now then, supposing there are mines ten miles out from Springfield, in one direction, five miles out in another, and six miles intermediate—that you make a separate trip to three or four mines during the day, bringing in these loads to this terminal, and assembling them into a through freight; under the application of the Automatic Release rule, one hundred miles or less would have to be paid for each one of those trips?

Mr. Cadle: I don't know any place where you get these mine runs so quick as you state there.

Mr. Sheean: You spoke of one ten miles out, yourself, just a minute ago. Just what is the usual distance from the terminal?

Mr. Cadle: My understanding of a mine run is, that a fellow starts out with a cut of empties, he may take one hundred or one hundred and ten empty cars, and he will peddle those cars out, he will distribute them at the different mines, serving the mines, and if he can get back home within the prescribed ten hours, he has done a fairly good day's work for the company. You take the majority of these runs, he should be automatically released at the end of this run.

Mr. Sheean: If he had to run through that terminal at any time—suppose there are mines on different sides of the terminal and he passes through the terminal, there would be an automatic release each time?

Mr. Cadle: No, not where you have special rules in your schedules.

Mr. Sheean: We haven't, in any schedule, any automatic release on mine runs.

Mr. Cadle: We had a letter from the Managers' Committee stating all these schedules were in effect again, and we believe we have them yet.

Mr. Sheean: Tell me if you think there is any schedule in effect now, which provides for an automatic release in mine runs?

Mr. Cadle: I understand these mine runs—say that a railroad company assigns a crew—and they very seldom ever assign a crew unless they have a day's work for it, a full day's work—they may pass through the terminal point in serving those mines, but would not be automatically released in a case of that kind.

Mr. Sheean: Well, that is, Mr. Cadle, because of specific schedule provisions, is it not, authorizing the assignment to a day's work of a series of short runs, in and out of the terminals?

Mr. Cadle: Where crews are assigned to mine runs, they are permitted to run through their terminals, back and forth, without affecting the rights of other men in the pool service.

Mr. Sheean: Well, where, under this rule, Mr. Cadle, do you find any right to assign to a series of short runs, in and out of terminals, and thereby avoid an automatic release every time you come into the terminal?

Mr. Cadle: I don't know, sir. I cannot answer your question.

Mr. Sheean: Is there in this submission anything that would authorize an assignment which would permit a running in and out of terminals?

Mr. Cadle: I do not see it. I am going to answer your questions just as I have answered similar questions all the way through; these railroad officers and these railroads have worked for twenty-five years establishing rules, and I do not understand that this arbitration is going to set all of those rules aside. You have got a basic principle to work from.

Mr. Sheean: And one of the basic principles to which you refer is that the officers should be permitted to make an assignment of a series of short runs in and out of terminals, provided they do not exceed one hundred miles or ten hours?

Mr. Cadle: The schedule provisions at the present, the rules they are working under, where men are assigned to mine runs, they come into the terminals and get their dinner and go out and go to work again.

Mr. Sheean: In order to clear up any possibility of any such claim being made as the one adverted to here yesterday, there would be no objection, from your viewpoint, to write, in connection with any such rule as this, a statement that men may be assigned to a series of short runs in and out of terminals, without being automatically released?

Mr. Cadle: There are such rules in effect at the present time.

Mr. Sheean: I know there are; and you think they are all right; that they ought to be continued?

Mr. Cadle: Well, we have got a good many men that are assigned to those runs regularly, and they go in and out of these terminals. I don't know—I am not going to say what I think about your three switch engine proposition, but the officer of the railroad company that operated that movement up there could be criticised as much as the engineers that put in the time.

Mr. Sheean: Under this rule, Mr. Cadle, if an engineer is called to make a road trip, say a sixty mile road trip, way freight—let us say he is called at seven o'clock in the morning, and before starting out he assists in pushing a train out of the

yard for three miles, and it takes him an hour to do that—then he returns and takes his train out, runs this sixty miles, completes that run in six hours, and is on duty altogether eight hours; what would he receive?

Mr. Cadle: Under this proposition?

Mr. Sheean: Yes.

Mr. Cadle: Two days.

Mr. Sheean: Two days?

Mr. Cadle: Yes, sir.

Mr. Sheean: Although the total miles run were sixty-five, we will say, if he went out a distance of five miles; and the total time of his work was eight hours?

Mr. Cadle: Yes, sir.

Mr. Sheean: Under this rule he would be entitled to two full days' pay?

Mr. Cadle: Rightfully so, for a man that would make that movement.

Mr. Sheean: Total time on duty eight hours, and total miles run, sixty or sixty-three?

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, referring to the retention of the constructive miles, in territory where they have it, and then the application of the 10 per cent increase to the rates and mileage thus obtained, is it the intention in that Article 2, Mr. Cadle, as to divisions where the grade is 1.8 per cent—is it the intention to apply this to all railroads, whether they are in mountain territory or valleys, in case they have a grade of 1.8 per cent?

Mr. Cadle: I don't think so.

Mr. Sheean: It is only intended to apply in mountain territory?

Mr. Cadle: That is my understanding.

Mr. Sheean: Now, then, how do you define mountain territory?

Mr. Cadle: Well, if we had all these engineers around here that are in mountain territory, they could define it for you.

Mr. Sheean: If this proposition was modified so it read "on all divisions in mountain territory," how could one, who wanted to ascertain whether his railroad came under this rule or not, determine whether he was in mountain territory?

Mr. Cadle: If the grade was 1.8 per cent under this rule, it would be considered mountain territory.

Mr. Sheean: Then, any railroad that has a grade of 1.8 per cent is considered in mountain territory?

Mr. Cadle: In mountain service.

Mr. Sheean: What is it?

Mr. Cadle: If it is mountain service—if it is mountain territory.

Mr. Sheean: Does the fact that there is a grade of 1.8 per cent on a division, make that a mountain division?

Mr. Cadle: No, sir. You could put up coal on a chute and claim it for the entire trip—

Mr. Sheean: I mean on the main line.

Mr. Cadle: I am just as technical as you are—

Mr. Sheean: I don't want to be technical at all; all I want to get at is where the main line has a grade of 1.8 per cent, does that automatically put it in mountain territory?

Mr. Cadle: No, sir. This rule is gotten up, as I understand it, to fix a basis of 1.8 per cent in mountain service—in mountain service.

Mr. Sheean: How is that territory, that mountain territory, to be designated—where it is recognized in the present schedule, do you mean?

Mr. Cadle: No, there are a number of roads that have mountain territory of a great many miles on certain divisions, and are railroads that that rule might apply on, that it does not apply on at the present time.

Mr. Sheean: Just so there cannot be any misunderstanding about it, Mr. Cadle, could you specify that by the states, or by any descriptive designation as to railroads, as to which this would apply; or parts of railroads on which it would apply?

Mr. Cadle: No, sir, I could not.

Mr. Sheean: That ought to be done to avoid misunderstandings about it?

Mr. Cadle: Yes, sir.

Mr. Sheean: You simply mean that you could not, at this time, outline just what they are?

Mr. Cadle: I know where there are railroads with considerable grades not in mountain territory— Take the Frisco System out of Ft. Smith, up through these Balsam Mountains; and you go to work and take the Kansas City Southern, there are a great many roads where there are Mallet engines used to get

the trains over those grades. I presume those grades are equal to 1.8 per cent. In those places the probabilities are that under that rule that would be considered mountain service.

Mr. Sheean: But, if some road here in Illinois or crossing from Illinois to Iowa, had a grade of 1.8 per cent, crossing any of the Mississippi bluffs, that would not fall under this rule?

Mr. Cadle: Oh, I would not consider so. You may find places where you have got a grade, where a train would roll over that, a short distance. We call those, in railroad parlance, sags.

Mr. Sheean: But this rule, Mr. Cadle, as you understand it, was intended only to cover mountain territory?

Mr. Cadle: Mountain service.

Mr. Sheean: And you did not provide any definition of what is mountain service?

Mr. Cadle: I could not do it.

Mr. Sheean: You could not do it?

Mr. Cadle: No, sir.

Mr. Sheean: Mr. Cadle, under this preparatory time feature, I was, to just make sure there is no misunderstanding between you and me on that—in the case of a passenger train where the hostler brings the engine from the roundhouse down to the depot and the rules of that company provide that the engineer who is to take the train out shall be on his engine or at the depot—at the depot and on his engine five minutes before the train leaves the depot; does he draw a half hour preparatory time?

Mr. Cadle: I think the rule is on a minute basis.

Mr. Sheean: What is it?

Mr. Cadle: Wouldn't he get one mile under the rule?

Mr. Sheean: Well, I am asking you, Mr. Cadle, on the assumption that you know better than I do. As I read the rule it says he will be allowed "thirty minutes preparatory time in addition to all other time or mileage made on the trip, or day, provided that on lines of railroad where rules or schedules require them to be on duty more than thirty minutes before time ordered to leave roundhouse or other point, they will be allowed one hour's time, and when required to be on duty more than one hour, actual time will be allowed."

Mr. Cadle: He would not be paid.

Mr. Sheean: "Preparatory time will be the time engineers and firemen are required to be on their locomotives, prior to time ordered to leave roundhouse or other point."

Mr. Cadle: He would not be paid under that rule for five minutes.

Mr. Sheean: Would he be paid for ten minutes?

Mr. Cadle: The rule provides thirty minutes.

Mr. Sheean: In case he was on ten minutes before leaving time, would he be paid the thirty minutes?

Mr. Cadle: No.

The Chairman: We will take a recess until 2 o'clock.

(Whereupon, at 12 o'clock M., a recess was taken until 2 o'clock P. M.)

AFTER RECESS.

M. W. CADLE was recalled for further examination, and, having been previously sworn, testified as follows:

Mr. Sheean: Mr. Cadle, at the time of adjournment we were speaking of preparatory time as applied to an engineer whose engine was brought to the depot by a hostler, where the outbound engineer put in ten minutes on his engine oiling up, and seeing that it was in readiness for the road trip. Do I understand that such an engineer would or would not be entitled to preparatory time?

Mr. Cadle: In my judgment it would make no difference whether he prepared the engine at the depot or the roundhouse or a designated track. If he prepared the engine, he would come under the provisions of the rule.

Mr. Sheean: And that irrespective of whether it was five minutes or ten minutes, or any other length of time preparatory to going out?

Mr. Cadle: Yes.

Mr. Sheean: And any preparation, such as oiling, or examining the injector, no matter whether it was three, five or ten minutes, would entitle him to the thirty minutes time, irrespective of the miles he might make?

Mr. Cadle: If he prepared the engine.

Mr. Sheean: I wish you would state just what you mean by "preparing the engine." Would merely oiling up at this terminal or at the depot cover it—oiling around?

Mr. Cadle: There are other duties to perform besides oiling up.

Mr. Sheean: If he did only that?

Mr. Cadle: There are a whole lot of things that the rules enumerate, that men are required to do before leaving a terminal station. I know several duties that are expected of an engineer in preparing his engine for the trip. He has got to go and see that the hose is tightened up between the tank and the engine, he has got to look at the water, and he has got to see that the sand pipes are open, in proper condition to be used. There are a whole lot of things besides putting a little oil on the engine; because you can put all the oil they give you now on an engine in two minutes and a half if you have got a good can.

Mr. Sheean: Assuming that everything is done except merely the oiling. In that situation would or would not the outgoing engineer be entitled to the preparatory time?

Mr. Cadle: If the duties that he performed come within the meaning of preparing the engine, yes.

Mr. Sheean: That is what I want to get at, whether or not merely oiling the engine, doing that only, would bring him within this rule?

Mr. Cadle: If he prepared the engine and made all the repairs that were to be made.

Mr. Sheean: I am assuming a case where there are no repairs. Or, let us take a concrete case of running an engine through and changing the crew en route. You know of such runs, I assume?

Mr. Cadle: Yes.

Mr. Sheean: Where the crew changes, but the engine goes through?

Mr. Cadle: Yes.

Mr. Sheean: Take a point where the train is scheduled to stop for five minutes. The engine is uncoupled from the train—

Mr. Cadle: Yes.

Mr. Sheean: The incoming engineer takes it down a quarter of a mile to the water tank. At that point shop forces knock the fires and replenish the coal and replenish the water. At

that point it is turned over to the engineer who is to take it on from that place. The outgoing engineer does oil around that engine, then backs it down to the station a quarter of a mile, couples it onto that train, and in the five, eight or ten minutes the same engine proceeds on its way. In that situation, is the engineer who goes on with the same engine entitled to the thirty minutes preparatory time under this rule?

Mr. Cadle: Yes.

Mr. Sheean: He is?

Mr. Cadle: Yes.

Mr. Sheean: And in that case is the incoming engineer entitled to the terminal delay from the time at the station down to this water tank, a quarter of a mile away?

Mr. Cadle: No, sir.

Mr. Sheean: In the case I have assumed, the incoming engineer, after uncoupling the engine, takes it down to this water tank, and at the water tank the man who is to go on with the same engine relieves him.

Mr. Cadle: Well, I presume under the rule that when the engineer came in on that engine his time would not cease until he turned it over to the other engineer. He would get paid up to that point, that is, the point of relief.

Mr. Sheean: Yes, but the final terminal delay for engineers under Article 6—"Final terminal delay for engineers and firemen in passenger service shall begin at the time they arrive at passenger depot and will end when relieved from duty."

Mr. Cadle: Yes.

Mr. Sheean: I was assuming the case that he came into the passenger depot, the engine was uncoupled, and he went on down this quarter mile to the water tank.

Mr. Cadle: And he was not relieved until he got to that quarter mile, to the water tank?

Mr. Sheean: No, sir.

Mr. Cadle: Well, does not that rule specify then how he shall be paid for it?

Mr. Sheean: It specifies that he shall be paid as final terminal delay—it shall begin at the time they arrive at the passenger depot and will end when relieved from duty, and be paid in addition to the time or miles of his run. So that under

this rule he would be entitled to this terminal delay, would he not?

Mr. Cadle: Well, I would say not.

Mr. Sheean: But the man who took the engine at the water tank (all of the hostler work being done by the shop force there, the engineer merely oiling the engine and backing it down to the train, and going on after this lapse of five or eight minutes) would be entitled to this preparatory time?

Mr. Cadle: He would prepare his engine before he would go out on his run. He was held responsible for the engine after he took charge of it. That is, he would be required to know that he could make a successful trip with the engine.

There is one point I want you to understand, Mr. Sheean, that you may get around one of these Mikado type of engines quicker than some of us engineers who have been running them for twenty years, but when you prepare an engine and get it ready to go on one of these modern passenger trains in five minutes, you may give that train five minutes on your schedule, but it will take him ten or twelve or even twenty minutes to get away from his station.

Mr. Sheean: I was assuming in the question on some of these runs that you were familiar with, where the engine does run through, but the crew changes, and where the schedule provides for a five minute stop or a ten minute stop, and—if you please—where the time of stop is fifteen minutes, and the fifteen minutes is taken up in the changing of the crew and recoaling of the engine by the hostler and knocking the fires by the hostler, and all that the outgoing engineer does in that connection is merely the oiling around of his engine. In that case, in such a situation, this rule would give him the thirty minutes?

Mr. Cadle: Yes, sir.

Mr. Sheean: Called for by the rule?

Mr. Cadle: Yes, sir.

Mr. Sheean: In addition to the miles that he would run on that trip?

Mr. Cadle: Yes, sir.

Mr. Sheean: It would also give the terminal delay to the engineer who came in from the time he arrived at the depot down to the water tank?

Mr. Cadle: I did not say so.

Mr. Sheean: You did not say so?

Mr. Cadle: No, sir.

Mr. Sheean: But can you point to anything in the rule by which the company could escape paying that, if the rule—as worded, I mean—was effective on any railroad?

Mr. Cadle: Well, sir, I don't know how the rule would apply to a man going out. If you pay one man for taking care of that movement there, it looks to me the engineers won't find much fault, or the firemen either. But, in regard to this service, I know of one point where engineers are trained, running through from St. Louis to Kansas City, I don't know of the engine being cut loose from the train; I do know that there are two men that come down there and shovel the coal down, shovel the coal off the back of the tank for the fireman, but I never saw anyone around there to do any repairs, or to make any preparation for the run, only the engineer.

Mr. Sheean: Exactly. Well, now then, let us take that case, where they don't even uncouple. The engine comes in and is not uncoupled from the passenger train at all, but is staying at that station—is carded to stay there five or ten minutes, and assume it does in effect have to stay fifteen minutes while this coal is shoveled down by the shop men, and during that fifteen minutes' time both the engineers, the incoming engineer and the outgoing engineer, are on that engine; the outgoing engineer, if you please, oiling around during that time, and getting in readiness to resume this trip just as soon as the train is ready to go. In that situation, where they do not uncouple at all, is the engineer entitled to this thirty minutes' preparatory time under this rule?

Mr. Cadle: Yes, sir.

Mr. Sheean: And is the inbound engineer on that train entitled to a fifteen minute terminal delay between the arrival at the station and the time at which he is relieved?

Mr. Cadle: I don't think so.

Mr. Sheean: Assume he is not released until the train moves out of the station; he has to go over and register, hasn't he?

Mr. Cadle: Well, as soon as he finds out that he has got all of the wheels—as soon as he finds that all of the bolts are there, while this engineer that is going out is preparing the engine for

his end, the other fellow is looking her over to see what he brought in, to see if he got all the engine.

Mr. Sheean: During the same fifteen minutes?

Mr. Cadle: When he gets done with that he takes up his little tool box which weighs from fifty to sixty pounds—I see they use a wheelbarrow up there now to wheel it—and he will lug that tool box over and go over and wash up, and he is not charging the company anything for it at all.

Mr. Sheean: At the present time it is proposed by this rule that all the time, from the time of arrival until he is released, shall be charged for?

Mr. Cadle: No, sir, I don't think so, where they change engines.

Mr. Sheean: This makes no provision for exception.

Mr. Cadle: I know that. That is what you said. I suppose it is right.

Mr. Sheean: There are, Mr. Cadle, are there not, in a great many schedules now, provisions for the situation, of a man being called and after being called and before starting on the trip, being released from duty—a great many schedules cover the situation of called and not used?

Mr. Cadle: Yes, but very few cases.

Mr. Sheean: What is it?

Mr. Cadle: Yes, but very few cases.

Mr. Sheean: Very few cases occur now?

Mr. Cadle: Yes.

Mr. Sheean: A great many of the schedules have some such provision for paying a quarter of a day or some such time where the men are called and not used?

Mr. Cadle: Yes, they have such rules.

Mr. Sheean: Under this presentation, if an engineer is called and gets his engine ready, by oiling around, seeing that the supplies are on the engine, seeing that there is water, seeing that there is coal, and, after having thus made his inspection, is notified that the train has been annulled, does he receive preparatory time under this presentation?

Mr. Cadle: I would not think so.

Mr. Sheean: What would he receive under the proposed presentation?

Mr. Cadle: Whatever the rule provides for.

Mr. Sheean: The present rule?

Mr. Cadle: Yes, sir.

Mr. Sheean: And this would not supersede any of the schedule provisions as to called and not used, in any of the present schedules?

Mr. Cadle: I don't know what rule you are referring to.

Mr. Sheean: I have no particular rule in mind, I assure you, Mr. Cadle.

Mr. Cadle: I am trying to give testimony on this.

Mr. Sheean: You know of a number of roads which provide where men are called and not used, they shall be paid a quarter of a day?

Mr. Cadle: Yes, and I know some where they are paid for a half of a day, and I know some of them where they are paid for a full day.

Mr. Sheean: Take the one who is paid a quarter of a day, that being the one I thought was more generally in use, in this presentation of yours, would it supersede that schedule provision?

Mr. Cadle: I don't know any rule in there to make any change in it.

Mr. Sheean: That is, no claim as to preparatory time or being entitled to a full day or anything of that sort, under this presentation, that would supersede the right to pay a quarter of a day in that situation?

Mr. Cadle: In my judgment that is a matter between the railroad company and the engineers and firemen to settle. It has always been settled by them. Those rules that are gotten up have been agreed to between the railroad companies and the employes. They are in that schedule.

Mr. Sheean: Your understanding is, that even though this presentation were granted in its entirety, it would not disturb any of those rules?

Mr. Cadle: I have no understanding at all. We are willing to comply with the rules we have got until they are changed.

Mr. Sheean: What I am seeking to get at is whether these rules, according to your intent in presenting them, would change or would supersede the rule which permitted a railroad company to pay one-quarter of a day in cases where men were called and released without being used.

Mr. Cadle: Those released would—

Mr. Sheean: Whether they would or would not.

Mr. Cadle: I don't know; I don't know whether they would or would not. I don't know exactly what you are trying to get at; one time you talk about these rules and then you are talking about the rules in the schedule.

Mr. Sheean: All right, Mr. Cadle, I want to make myself perfectly clear. We will assume that you were acting in good faith with the general manager of one of these railroads—

Mr. Cadle: Yes, sir.

Mr. Sheean: And in the schedule of that railroad as it existed at present there was a provision that in case men were called and not used, the men would be entitled to one-fourth of a day. That is the present schedule, Mr. Cadle. Assuming further, that as a result of the award, all of these sixteen articles were granted, would you or would you not be able to retain the rule which permitted you to pay one-fourth of a day, in that situation?

Mr. Cadle: If they were not part of the award, if they were not a question to be arbitrated, yes.

Mr. Sheean: Then with these sixteen propositions here, if all were granted, it is your understanding that none of them would conflict with such a rule in the schedule?

Mr. Cadle: No, sir.

Mr. Sheean: Now, Mr. Cadle, there are just one or two matters that I am not entirely clear about. If you will go back for just a moment, if you please, to Article 1; in the fourth paragraph, "Overtime in all through service, except passenger and switch, will be computed on a basis of ten miles per hour and paid for at the rate of fifteen miles per hour, at rate for each class of engine used." In any of these schedules in which an eight-hour day is provided in freight service—you enumerated some the other day—would the overtime provided for in this request, if granted, be applied after eight hours, to that road?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that they would retain the eight-hour day, because of the saving clause, and apply this method of computing overtime wherever the day was a shorter day than the one provided in these articles?

Mr. Cadle: Yes, sir.

Mr. Sheean: In other words, Mr. Cadle, working the same number of hours on two roads, if a road now had an eight-hour day, and on that road at any time a man worked twelve hours, there would be four hours overtime to be paid at time and a half, if this rule were granted?

Mr. Cadle: I don't catch your meaning.

Mr. Sheean: You begin the computation of overtime on the eight-hour road after eight hours.

Mr. Cadle: Yes, sir.

Mr. Sheean: And all overtime would be paid for at the rate of time and a half?

Mr. Cadle: Yes, sir.

Mr. Sheean: So that, on an eight-hour road, in case a man worked for twelve hours, four hours would be paid at time and a half?

Mr. Cadle: Yes.

Mr. Sheean: And while on a ten-hour road the overtime at time and a half would only be computed for two hours?

Mr. Cadle: Yes, sir.

Mr. Sheean: That is, it would bring about a greater spread, a greater advance on the eight-hour road than on the ten-hour road?

Mr. Cadle: Yes, sir.

Mr. Sheean: Accentuating any differences that there might be now?

Mr. Cadle: Yes, sir.

Mr. Sheean: Under Article 1, also, Mr. Cadle, an inspection train or an officers' special, is it contemplated that the five-hour day shall apply to an operation of that sort?

Mr. Cadle: Twenty miles an hour, yes, sir.

Mr. Sheean: That is a five hour day, specifically stated.

Mr. Cadle: His time would be computed on a basis of twenty miles per hour.

Mr. Sheean: So that on an inspection trip, an officer going out and being out for twelve hours, even though they were in the terminals, and ran only sixty miles during that twelve hours, he would be paid on the basis of each five hours constituting a day?

Mr. Cadle: He would be paid overtime after five hours, if he received one hundred miles or less for his day's work.

Mr. Sheean: And if the inspection train was out ten hours, and just covered forty miles, around about the terminals, he would be paid two days' pay?

Mr. Cadle: Yes.

Mr. Sheean: There is just one other thing I am not clear on, and that is Article 2, just before the rates:

“Seniority Rights; Rules, Hours of Service and Mileage. Seniority rights to be interchangeable. Steam rules, hours of service and mileage to apply with the following rates of pay.”

“Mileage,” as used there, was intended to put this service all on the one hundred mile a day basis, was it?

Mr. Cadle: Electric service and gasoline service?

Mr. Sheean: Yes.

Mr. Cadle: Yes.

Mr. Sheean: So that the schedule, referred to yesterday, of a \$4.40 rate on the Southern Pacific Railroad, in a ten hour spread, and 220 miles operated during that time, now paying \$4.40 for the 220 miles, would be paid on the basis of 2.2 days?

Mr. Cadle: It would be put on the same basis with the steam rates.

Mr. Sheean: That particular run we were talking about?

Mr. Cadle: Let me express it another way: the rule as written would apply to the electric or motor car service in the same manner in which it does to steam, the same rules, the same rate of pay, the same way of computing your time.

Mr. Sheean: And the same mileage?

Mr. Cadle: Yes.

Mr. Sheean: That is what I am getting at.

Mr. Cadle: Yes.

Mr. Sheean: As I understood it, we did not disagree yesterday on that schedule of the Southern Pacific as to the motor cars.

Mr. Cadle: No, sir.

Mr. Sheean: \$4.40 for 220 miles?

Mr. Cadle: I think that is correct.

Mr. Sheean: And the effect here as to that operation would be to make that equivalent to 2.2 days?

Mr. Cadle: Yes.

Mr. Sheean: Mr. Cadle, just to correct the record, either

you or I or the stenographer is wrong in two places. I think we can agree on it. At page 250 of the record I am reported as asking this question:

“You answered the other day, and I thought inadvertently, that in the eastern territory they awarded us that 25 cent differential where road engines were used in the yard. That is an error, is it not?”

“Mr. Cadle: Yes, it was west.”

I assume that what you meant there was “South,” or “Southeast”?

Mr. Cadle: No.

Mr. Sheean: Just straighten it out in your own way.

Mr. Cadle: In the western country and in the southeastern country we have railroads that pay a differential of 25 cents when road engines are used in yard service.

Mr. Sheean: I wish the stenographer would read that answer.

(The stenographer read as follows:)

“Mr. Cadle: In the Western country and in the South-eastern country we have railroads that pay a differential of 25 cents when road engines are used in yard service.”

Mr. Sheean: Well, Mr. Cadle, do you desire in any way to change, and if you do, please put in your own language whatever change you wish to make. I thought there was a stenographic error in that particular line. If you think not, why, I will ask you to state it in your own way, and in your own language.

Mr. Cadle: Well, I have just stated the answer that I would like to make.

Mr. Sheean: That is all.

The Chairman: Are you through with the witness, Mr. Sheean?

Mr. Sheean: Yes.

The Chairman: You may proceed with the redirect examination.

REDIRECT EXAMINATION.

Mr. Stone: Mr. Chairman, if you will for a moment pardon a personal reference to myself, it seems to me that we are not

going at this thing perhaps in the right way to get results, and results are all I am looking for. Perhaps I have been "Erdmanized" and "Newlandized" more than any other living man, and this is not my first experience in an arbitration case. It does impress me that we are trying this more from a lawyer's standpoint, and that we are trying either to tangle up our witnesses or to befog the case. Now, I want to assure you, so far as our side is concerned, that we do not want to do anything but present the exact facts of the case before this Board; and it does not matter what the personal opinion of Mr. Cadle may be, or anything else. The facts that we want to get before the Board are, what effect is the decision of this Board going to have on the great rank and file of these men who are going to work under this award after you have handed it down.

I want to refer in the first place to a statement of yesterday, that the other side referred to incidentally, and with some laughter, to show how ridiculous it was. It is on page 263 of the record, that Northern Pacific passenger train that was derailed 1,000 feet outside of the yard, and all the yardmen in the yard dropped their work and ran down to see what the matter was.

In the first place, not criticising my friends, the enemy, I do not know what in the world they sent all the yardmen down there for in the first place, unless it was to look on. In the next place, under their rules on that road, it was absolutely impossible for those crews to claim a day for that. I want to read you the rule, Rule 85 of the Northern Pacific schedule:

"Switch engineers required to perform service outside of yards will be paid for actual time so employed at road rates in addition to the minimum day——"

Referring, of course, to the minimum day in the yard. If a man was down there thirty minutes, he would be paid thirty minutes' actual time. If he was down there an hour, he would be paid for one hour. And while perhaps it is true that some of our men might have claimed a day, it is also perhaps just as true that there are many officials who will say that so and so does not mean it, just as well as our men. We do not guarantee that our men are all perfect and that they will not try to gouge, perhaps, when occasion presents itself; but I think perhaps the honors are about even.

There is another thing I want to bring out. With your permission I would like to read into the record the Kansas law making it an offense for any man or any official to make an efficiency test—I will not use the word “surprise,” as it is objectionable to the other side—by turning switch lights; and we shall endeavor to prove as soon as the evidence arrives—and it will be here shortly—that they are still making those tests, regardless of the law.

The Chairman: Please indicate the portion that you wish to have inserted, and it will be inserted in the record.

Mr. Stone: I have indicated what I desire to have printed.

(The statute referred to is as follows:)

“Senate bill No. 483.

By Wilson of Jefferson.

AN ACT

RELATING TO SWITCH LIGHTS AND LIGHTS CONTROLLING THE MOVEMENTS OF TRAINS ON RAILROADS, AND PRESCRIBING PENALTIES FOR THE VIOLATION THEREOF.

“*Be it enacted by the Legislature of the State of Kansas:*

“Section 1. It shall be the duty of any person, firm or corporation, or receiver, owning or operating any railroad in whole or in part, in the State of Kansas, to equip and maintain in good condition, switch lights on all main line switch stands, except where automatic block signals are used and where such automatic signals are so located as to answer the purpose of switch lights, and to keep all lights controlling the movements of trains on the main line burning from sunset to sunrise; provided, this Act shall not apply to branch lines, where trains are not regularly operated at night, or in cases where the lights have been properly lit but have failed for causes beyond the control of the company, and it has not had reasonable time to re-light them.

“Section 2. That any person, firm or corporation or receiver, owning or operating any railroad, in whole or in part in the State of Kansas, violating any provision of this Act, shall be deemed guilty of a misdemeanor and fined in the sum of not less than one hundred dollars nor more than five hundred dollars for each offense.

“Section 3. That any person who shall manipulate or tamper with any switch stand, target, switch light or light control-

ling the movement of trains, for the purpose of misleading or deceiving engineers, firemen or train crews, shall be deemed guilty of a misdemeanor and fined in the sum of not less than three hundred dollars and not to exceed one thousand dollars; provided, that in case such unlawful act shall result in causing death or great bodily injury to any person or persons, it shall be deemed a felony and shall be punishable by imprisonment at hard labor in the State Penitentiary for a period of not less than one year, nor more than twenty-five years.

“Section 4. This Act to take effect and be in force from and after its publication in the official state paper.”

Mr. Stone: I should like, if I may be permitted, to correct three or four either misunderstandings or an attempt to read something into these articles that is not here.

For example, the question of mountain grade. We take the position that the 1.8 per cent rule fixed where that rate shall apply, and we do not expect to define on what particular spot of the geography that particular grade is. Because, if we did so, as soon as this was in print we should find out that that mountain had sunk. that it was a hole in the ground, instead of being a mountain.

Again, in Article 3. Article 3 defines as clearly as we know how to put the English language into words the definition of a local train, and it does not do anything else—the first paragraph. It says: “Local trains are” what? “are way freight or mixed trains whose work is loading or unloading freight or doing station switching en route.” A clear definition, and that is the only place where a mixed train takes the local freight rate, where it does that class of work.

Now, it was brought out yesterday in regard to these—well, the expedited movement. They don't say whether it was a refrigerator car or whether it was an express car that was handled in passenger trains. I take it for granted it was an express car and the meat was going by express. Is that assumption correct?

Mr. Shean: I think not. The questions I asked yesterday were on refrigerator cars occasionally attached to a passenger train, or a stock car occasionally attached to a passenger train.

Mr. Stone: A great many Mather stock cars and horses

are shipped by express. Be that as it may, Mr. Chairman, nearly all the rules in the Western territory provide—or many of the rules in the Western territory provide that when one or more freight cars are handled in a passenger train it takes the freight rate for the trip, or for the particular part of the trip where the freight cars were handled. Article number 3, defining a way freight or a mixed train, has nothing to do with that in the least.

The same is true of these irregular freights that do station switching. Unless they will do as they have in the past, annul the schedules of the regular trains and run an irregular crew out of the pool service instead and claim it is not a local. But it never was intended to bring those two together.

Mr. Cadle, yesterday they made quite a strong point on that one man who worked 100 miles and was twelve hours doing it, and by so doing got three hours overtime, and the other poor fellow who worked 120 miles in twelve hours and did not get any overtime. Now, would it not be possible for that man to make his same 120 miles in five hours?

Mr. Cadle: Yes, sir.

Mr. Stone: And he might have gotten in and got his rest and been ready to take another trip before the man who got in his hundred miles in twelve hours arrived at all?

Mr. Cadle: Yes, sir.

Mr. Stone: Again, in regard to that man who ran 207 miles, I believe it was, in four hours on a passenger train. Is it not a fact that the man is a piece worker, and is paid so much for each mile that he reels off?

Mr. Cadle: Yes, sir, under their schedule.

Mr. Stone: Is it not also a fact that the company received just as much revenue for hauling that train 207 miles in four hours as they would have received had they been ten hours en route?

Mr. Cadle: I presume so, yes, sir.

Mr. Stone: Well, they don't charge any more for a passenger who is ten hours on the road than they do for one who is four hours on the road going the same distance, do they?

Mr. Cadle: No, sir.

Mr. Stone: Then, the fact remains that the company received the revenue for his service?

Mr. Cadle: Yes, sir.

Mr. Stone: Is it not a fact that Article 2 that says, "Engineers and firemen on locomotives in pusher and helper service, etc., will be paid through freight rate according to the class of engine,"—is it not a fact that that is simply to fix the rate that they will receive?

Mr. Cadle: Yes, sir.

Mr. Stone: It has nothing to do with designating what is a pusher or a helper service, has it?

Mr. Cadle: No, sir.

Mr. Stone: You are fairly familiar with the award in the Eastern territory, are you not?

Mr. Cadle: Yes, sir.

Mr. Stone: Do you know of anything in that award—I am speaking now of the award that was handed down—do you know of anything in that award that says anything about short turn-around passenger service of 70 miles or less?

Mr. Cadle: No, sir, not in the award.

Mr. Stone: Is it not a fact that there was a compromise settlement made long after the award had been handed down?

Mr. Cadle: Yes, sir, it was a compromise. The arbitrators met and fixed the rule.

Mr. Stone: Well, not all of the arbitrators, did they? A representative from each side.

Mr. Cadle: Mr. Morrissey and Mr. Willard. I was present at one conference when they were working on that.

Mr. Stone: That was the only one that was held, the one that you were present at. That was in regard to fixing the turn-around rule?

Mr. Cadle: Yes, sir.

Mr. Stone: If there is any question in regard to that, Mr. Chairman, I have a copy of the original award, and a copy of the supplemental compromise award that was made later on in the east.

The Chairman: You can put that in as an exhibit.

Mr. Stone: All right.

Mr. Sheean: We intended to file, if the Commission pleases, or to ask leave to file copies of the awards, not only in that, but in the firemen's case and the conductors' and trainmen's cases, so that for such historical value as they might have they would be accessible to the Board during their conferences. Some

of the questions, of course, are touched and passed upon in those various awards. We intended to ask leave to do that, and are supplied with copies, so that if during this time it is desired to have the award in any of those cases, they can be furnished.

Mr. Stone: I might add, Mr. Chairman, if it would be of real historical value, some of the inside history that goes with it ought to be filed also.

Mr. Nagel: We don't want to set that precedent.

Mr. Stone: I assure you there are some interesting side-lights on the Eastern award.

Mr. Nagel: Sufficient unto the day is the evil thereof.

Mr. Stone: The trouble is, it was all evil with us.

Mr. Burgess: Mr. Stone, would you please mention the names of the gentlemen who comprised the Eastern Board of Arbitration. I have forgotten who they were.

Mr. Stone: Mr. Morrissey represented the interests of the engineers. Mr. Daniel Willard represented the interests of the fifty-two railroads involved. Honorable Oscar Strauss, Mr. M. Eidlitz, a contractor of New York, Mr. Shaw of Review of Reviews, Mr. Judson, an attorney from St. Louis, and Dr. Charles Van Hise, president of the University of Wisconsin. This was not an arbitration under the Erdman Act. It was an arbitration outside, with five from the public.

And while we are on this subject I do not think it is digressing to say that had it been under the Erdman Act we should not have had to accept the award, because they arbitrated everything else but the question submitted to them. We even settled the strike of the employes over in France, among other things. And after they got through with the hearings—it is an open secret, and I am telling nothing on the outside that I should not—that the chairman insisted that the Board play politics until after the election was over in New York State, to see if he was elected Governor or not before they gave the award out.

Mr. Nagel: There is nobody running here.

Mr. Stone: Well, he was one of the "also rans." And, after we did get the award, which was handed down in November, 1912, it is all finished up at the present time and put in effect except one question on the New York Central, where we are arbitrating what the arbitration to the arbitration really means. Outside of that we closed it all up about two weeks ago,

and much of the settlement was made in a compromise. Both sides were so completely disgusted we agreed to get it cleaned up and get started over again as soon as we get through here.

The Chairman: Well, in this arbitration we will confine ourselves to the matters at issue, strictly.

Mr. Stone: Yes, I understand. Mr. Cadle, in speaking of the switching service, they dwelt quite heavily on that ten hour continuous time and the thirty minutes undisturbed. Why do they want a man to have thirty minutes undisturbed? Is it not a fact that he wants to have time to take his lunch pail between his knees and eat his lunch, without being required to move every few minutes?

Mr. Cadle: There are cases where they would require a man to move.

Mr. Stone: Is it not a fact that it is quite common that switchmen will be released one at a time and go to lunch, and keep on working the engine crew?

Mr. Cadle: Well, they did that kind of work. I don't know whether they are doing it now or not.

Mr. Stone: Well, it used to be quite a common practice, did it not?

Mr. Cadle: Yes, I have had men do that on me when I ran a switch engine.

Mr. Sheean: Before 1892.

Mr. Stone: Well, some of us were here before the war.

Coming back to that question of that trolley car up on that Burlington line. I am not quite satisfied with that in the shape we left it yesterday. Is it not a fact that that line between Deadwood and Lead, was originally operated by steam locomotives?

Mr. Cadle: That is my information, yes, sir.

Mr. Stone: And when it was electrified the steam crew was laid off?

Mr. Cadle: Yes, sir.

Mr. Stone: And it is true that this trolley car runs through a few blocks of a street in Deadwood?

Mr. Cadle: The information shows that they built four or five blocks through the streets of Lead, as I understand it, and converted it into an electric railroad.

Mr. Stone: And then ran four miles over the main line to Deadwood?

Mr. Cadle: Three. I think it is three miles.

Mr. Stone: Three miles? Well, it is three and a half. Who are running those cars at the present time?

Mr. Cadle: Well, I understand that there is a trainman on one of them, and an ex-section foreman on another.

Mr. Stone: In that example yesterday of a man running 90 miles in six hours, and then wanting to know if he laid there three hours and then came in and had another hour, if he would get any overtime. Your reply was that he would not. Suppose that man had run 90 miles in six hours, and then had been put into switching service, how long could they have switched him before his overtime would have begun? In other words, when he ran 90 miles would he not have given the value, even though he ran it in six hours, the 90 miles?

Mr. Cadle: Well, I understand under your present schedule and your present rules and your proposition, that if a man runs 90 miles and he arrives at a terminal, he is done. He don't do any switching. And if he does any switching he will be paid for it in addition to his day's work.

Mr. Stone: Regarding that 220 miles that that man on the Southern Pacific ran that gasoline motor; he runs 220 miles for \$4.40. Is it not true that the engineers on the Southern Pacific lines in Oregon draw practically steam rates under steam conditions?

Mr. Cadle: They do in Oregon, I understand, yes, sir.

Mr. Stone: Is it not true that in the recent settlement made of the multiple unit electric service at Oakland for the Southern Pacific Lines, they made a settlement there of a minimum rate of \$5, with an average mileage of 50?

Mr. Cadle: Yes, sir, that is the arbitration award.

Mr. Stone: And the overtime is paid at the rate of twelve and a half miles per hour?

Mr. Cadle: Well, I don't know what the overtime is that is paid now.

Mr. Stone: Yesterday, at page 197, Mr. Sheean read into the record that it was the desire of the Managers' Committee to submit fairly to the Board of Arbitrators the cost to the railroads of the application of the sixteen articles submitted, and insisted that you say how Article 1 would apply, so that they could make up their figures. Is it not a fact that they have

already submitted to us, long ago, the cost of these articles?

Mr. Cadle: Yes, sir.

Mr. Stone: Is it not a fact, that it is printed by the thousands and sent out broadcast to the public, the same statement of what the cost would be?

Mr. Cadle: Well, they sent it out. I presume the public got them. I don't know what they did with that.

Mr. Stone: Has there been any revision of these articles since that time that would change those figures?

Mr. Cadle: No, sir.

Mr. Stone: If their figures were correct, then, would they not be correct now, without making up any further estimates?

Mr. Cadle: I presume so, yes, sir.

Mr. Stone: On page 212, you discussed the transfer and belt line service. Is it not a fact that for years and years we have been trying to get railroad officials to agree to a definition of what transfer service consists of?

Mr. Cadle: Yes, sir.

Mr. Stone: Have we ever been able to agree?

Mr. Cadle: No, sir, not definitely.

Mr. Stone: On page 215, as to unclassified service, is it not a fact that we have learned, through years of bitter experience, that such a blanket rule as this, covering unclassified service, is necessary in order to protect our men?

Mr. Cadle: Yes, sir. A man should know, when he performs any kind of service, what he is going to get for his day's pay.

Mr. Stone: Well, is it not a fact that it is necessary to nail every one of these propositions down in order to protect the interests of the men?

Mr. Cadle: Well, if you haven't got a rule in your schedule that fixes the rate and how the rates and rules shall apply to a run, then there is controversy at once as to how that run shall be paid.

Mr. Stone: On page 214, you discussed the meaning of a work train engineer who is not allowed to go home on Sundays; a man not released and allowed to go home on Sundays, who claims pay for his time, and that is all that he has to sell,—is it not a fact that he claims pay for two reasons, the first is that

they use his time on Sundays, and the other is that he is supposed to do light running repairs to the engine?

Mr. Cadle: Yes, I know cases where they expect them to do some running repairs on Sundays.

Mr. Stone: Do you know of any place where the engineer is required to wash boiler on Sunday, on work trains?

Mr. Cadle: Not recently. I have known that to be done, but not very recently.

Mr. Stone: Regarding this question of going to and from wrecks, it is almost the universal practice now to pay mileage to and from wrecks, and by the hourly rate while at the wreck?

Mr. Cadle: There are schedules that read that way.

Mr. Stone: Is it not a fact that much of this wrecking is done by chain gang crews?

Mr. Cadle: Yes, sir.

Mr. Stone: In other words, there is no construction train at that terminal?

Mr. Cadle: They use freight crews, chain gang engineers, to perform a great deal of the wrecking service. I don't know of any railroad in the western country that has got a crew regularly assigned to wrecking service.

Mr. Stone: Is it often the case they have a wrecking crew for the steam derrick and all that, that they call, but take the first crew out?

Mr. Cadle: They have an engineer that handles that derrick car, on a great many railroads, and he is on duty all the time, as I understand it, or a great portion of the time.

Mr. Stone: Those single trains on those branch lines that they spoke of yesterday, that perhaps only run sixty or seventy miles; isn't it a fact that most of them make up in hours what they fail to give in miles?

Mr. Cadle: Yes, sir, under your present rule.

Mr. Stone: Is it not also a fact that being the only particular train on that branch, there is no delay time waiting for other trains of the same class to clear the main line, or for trains of a superior class, so they do nothing but work—they just work all day?

Mr. Cadle: Well, they do all of the work that there is on those branches. If they are the only crew that there is there, they surely do about all the work that there is there. There

are a great many of those short runs where they do a certain amount of switching at stations, and do other work. In fact, you go to work and take on a branch line, where there is but one crew, as a general proposition, the railroad will use that crew to do work train work, handling ballast and material, and it has been my experience that they have got a fairly good day's work out of the men for the money that they paid them for the trip.

Mr. Stone: On page 223, yesterday, that constructive mileage proposition, between Winslow and Williams, on the Santa Fe—Coast Lines,—that was referred to, where the actual mileage is ninety-three and they are paid for one hundred?

Mr. Cadle: Ninety-two miles, I think.

Mr. Stone: Ninety-three—there was a question of whether it was ninety-two or ninety-three, at any rate they are paid constructive mileage.

Mr. Cadle: Yes, sir.

Mr. Stone: There is really no benefit to the engineer unless he gets in inside of ten hours, is there?

Mr. Cadle: There is a benefit to the engineer if he doubles the road.

Mr. Stone: You can use a man the full ten hours for the trip between those two points, can't you?

Mr. Cadle: Yes, sir.

Mr. Stone: Why would there be a benefit to the engineer on a long division of ninety-two miles—do you know of any schedule that would be called a turn-around run, where the distance is as great as that?

Mr. Cadle: They pay one hundred miles on each leg of the trip, and if they did not do that they would combine the mileage and make it continuous.

Mr. Stone: They do that on some of these roads, do they?

Mr. Cadle: Yes, they do. We are speaking about constructive mileage, where they are allowed constructive mileage in the mountains, on that Winslow run.

Mr. Stone: Winslow isn't in the mountains—it wasn't the last time I was out there.

Mr. Cadle: Well, it is stormy.

Mr. Stone: The only storm I ever saw out there was a sand storm blowing across the desert.

Mr. Cadle: That would help some.

Mr. Stone: Page 229, mine runs. Mr. Sheean asked you if this article was intended to cover only service that is thus specified, and you replied yes. Is it not a fact that it is intended to apply to work of this class, regardless of whether it is so specified or not?

Mr. Cadle: Yes, sir.

Mr. Stone: Then, they can call it by any name they choose, where the character of the work partakes of the nature of mine runs?

Mr. Cadle: You take, on a great many railroads they have different names that they use. Some of them call them mine runs, some call them traveling switch engines, and they have a great many names for them. On the Missouri, Kansas & Texas I understand they call them "bum runs"; but the service that we were talking about is mine service. I tried to define what constituted mine service, as I understood it.

Mr. Stone: The name that he calls it generally depends on how tired he gets, doesn't it?

Mr. Cadle: Well, they can work you a good many hours on a mine run.

Mr. Stone: On page 279, yesterday, in exhibit 2, as to the hours of service,—do you know of anything in the Hours of Service Law that says anything about rest?

Mr. Cadle: No, sir, it does not. It says time off duty.

Mr. Stone: A man doesn't have to take his rest unless he wants to?

Mr. Cadle: No, sir.

Mr. Stone: Again, in regard to that fireman on the North Western that was called for rest in twelve hours, did you ever know of an entire crew being tied up because the fireman was injured or taken sick out on the road?

Mr. Cadle: Not if they could get another man. I don't know of any case where they would tie a crew up on account of a man getting injured.

Mr. Stone: Isn't it more than likely that the brakeman would either fire the engine, or the engineer would put him up on the seat to run the engine and he would do the firing himself, if he was sick or injured?

Mr. Cadle: That is generally the custom, yes sir, until they get in.

Mr. Stone: Referring to this deadheading article, Mr. Cadle, is it not a fact that oftentimes a man is called out to deadhead on company business, and by his being so called, perhaps only gets a short deadhead trip, and the next man out will probably catch a good run, and will earn three or four times as much?

Mr. Cadle: Yes, sir, that will occur.

Mr. Stone: It works out that way at times?

Mr. Cadle: Yes, sir.

Mr. Stone: So instead of being a help to the man by being deadheaded, it works a financial loss to him, does it not, by being called for deadheading?

Mr. Cadle: Some of them, it will, in their turn. They may be first out and catch a deadhead trip that may pay them a day's work, where some fellow would catch a run that would pay him a great deal more money.

Mr. Stone: Do you remember those two examples about both men being called at the same time, and one went down in the caboose and went to sleep at eight o'clock and did not move until eleven, and got in at one, and the other was called at eleven and got in at one. If you were going to be deadheaded, which of those two trips would you prefer?

Mr. Cadle: Really, I was trying to fathom that out in my own mind so I could give Mr. Sheean an intelligent answer on that. I don't know which of those two men I would rather be.

Mr. Stone: Would you like to go to sleep in the average way car, around a yard, the way they handle them in making up these tonnage trains?

Mr. Cadle: That depends a good deal on the disposition of the man that is in the caboose. I never could sleep in a caboose.

Mr. Stone: Do you think you would be able to sleep, the way they handle them now?

Mr. Cadle: Well, you might get a little rest, but they would wake you up.

Mr. Stone: In other words, you would not sleep as sound as you would in your bed at home?

Mr. Cadle: Oh, no; I would prefer to be in bed—most anybody would, I suppose.

Mr. Stone: Then when you arrived at the other end of the

road at one o'clock in the morning, would you be in as good physical condition to go out for the rest of your day's work as though you had had a sleep in bed until eleven o'clock and then had been called or only on duty two hours, or only called two hours?

Mr. Cadle: I think not.

Mr. Stone: Technically, under the law, you are not on duty while you are deadheading?

Mr. Cadle: No, sir.

Mr. Stone: I want to call the particular attention of the Board to the reading of the deadhead article, Article No. 9, "Engineers and firemen deadheading on company business"—it does not say anything about going down to take a run that his seniority gives him, or anything else. It is company business, pure and simple, that this article deals with. (Addressing the witness.) Regarding that hostling of six or more engines, Article 10, where six or more locomotives are kept, do you mean to convey the idea that there would be as much work on one engine coming back to the shop six times in one day, as on six engines coming in off the road with a fire that had been in them sixteen or eighteen hours?

Mr. Cadle: No, sir.

Mr. Stone: The chances are that the one engine coming back six times would only be hostled once; that is so far as cleaning the fire and equipping it with supplies are concerned?

Mr. Cadle: Yes, sir, that is true.

Mr. Stone: Does this article change in any way the duties of the hostler, or change in any way the rules that govern the duties of the hostlers of the individual roads?

Mr. Cadle: I think not.

Mr. Stone: Regarding this handyman, who handles engines around the shop and so on, would you consider it a wise idea for these companies who have adopted the slogan of "Safety first" to put a man like that out on the main line in the face of some fast passenger train, handling a locomotive as a hostler?

Mr. Cadle: I would not think it would be good judgment to do that.

Mr. Stone: Speaking of that branch, where the man might get out on the main line, don't you know the fact that many of

these roads in the western territory have branches nine hundred miles long—over 50 per cent of their mileage in so-called branches?

Mr. Cadle: Well, I don't know as to the exact distance, but there are some of the western roads that have a great many branches of a great many miles, that they class as branch service.

Mr. Stone: In regard to these trains held out of terminals, is it not a fact, that this article is identical in that particular—that is, as to a train arriving at the main track switch, is not the same identical language used in the Eastern award?

Mr. Cadle: Yes, I think so.

Mr. Stone: And with these modern tonnage trains of over a mile long, if the first one stops at a switch, it must follow as a natural consequence that the second one is held back on account of that first train, is it not, and it may not be inside the yard limit board?

Mr. Cadle: Yes.

Mr. Stone: But it may be this side of the next station?

Mr. Cadle: Yes.

Mr. Stone: And if it was not for this first section standing at the switch, there would be nothing to keep the other train from getting into the yard?

Mr. Cadle: He might be up against the same obstruction that the first one was that was standing there.

Mr. Stone: When he arrived at the switch, his terminal time would begin, though, would it not?

Mr. Cadle: Yes.

Mr. Stone: Gentlemen of the Board, we seem to have dealt largely with this question of preparatory time and terminal delay both initial and final. I do not think there can be anything plainer than the way these two articles are worded. The preparatory time intends to pay the man for preparing the engine for the trip. His initial terminal delay begins as soon as he starts his engine from the designated track; and in passenger service it ends at the time he leaves the depot, and in freight service it ends when he actually departs from the terminal.

The final terminal delay begins in freight service when the train has arrived at the switch leading from the main line into the yard, and ends when they are relieved from their duty, and passenger terminal delay begins when they arrive at the pas-

senger depot and ends when they are relieved from duty; and we rather compliment ourselves on the plainness of the language used. We do not think it will be capable of any construction except the right one.

Regarding that official weight on drivers, Mr. Cadle, is it not a fact that our sole desire is to establish for all time the correct weight of the locomotive beyond question?

Mr. Cadle: That is what the engineers and firemen have been trying to do, so that they could know just what rate of pay a certain class of engine would carry.

Mr. Stone: Is it not a fact that engine crews have been deprived of money that rightfully belonged to them, because of the change of weights of locomotives?

Mr. Cadle: Well, that is hearsay.

Mr. Stone: Is it not a fact that we have the proof of it?

Mr. Cadle: Well, I understood one case where the weight was shown on the side of the cab, and it had been changed, and it was finally changed back. They had a committee in the office the next day.

Mr. Stone: They did not get it changed back the next day, though, did they?

Mr. Cadle: No, I do not think so.

Mr. Stone: I think it was about eight months afterward, if I recall; but that is the purpose of the article, to establish the correct weight of the locomotive.

Mr. Cadle: We want the railroad managers and the railroad officers to be fair. That is, if an engine weighs 215,000 pounds on drivers, we want them to say that it is 215,000 pounds, not 214,000 in order to keep from paying the engineer the rate that the engine should properly carry. That is all we want. If they will do that, there cannot be any more question about it.

Mr. Stone: They referred to that question of calling men and then annulling a train after the men had been called. Do you know of anything in these sixteen articles that refers to calling at all?

Mr. Cadle: No, sir, I did not see anything.

Mr. Stone: Regarding that question of overtime in the eight hour day, where a man is twelve hours on duty to be paid four hours' overtime on the eight hour day at time and a half, he would be paid for six hours' overtime, while the man on the

other road, whose overtime did not begin until ten hours, would only have two hours at time and a half, or three hours, so that the one man would have just double what the other man had; is it not a fact that if both of them were on the road twelve hours, the man on the eight hour road would get four hours' overtime as against two hours for the man on the ten hour road now?

Mr. Cadle: Yes.

Mr. Stone: So he gets double the hours of overtime now?

Mr. Cadle: Yes.

Mr. Stone: Just double. They spoke of those inspection trains. I suppose they referred to the annual inspection tour that is made by the officers of the road, and sometimes a little oftener; but those inspection trips are of rare occurrence, are they not?

Mr. Cadle: Well, to use an extra crew is a rare occurrence.

Mr. Stone: But how often do they make an inspection trip over the road?

Mr. Cadle: I could not say that.

Mr. Stone: You do not see the general officials out on the road making inspections every day or every week, do you?

Mr. Cadle: No, the only complaint comes from the engineers on these passenger trains, about these heavy official cars hanging on the hind end, and that they cannot make time.

Mr. Stone: I think that is all, Mr. Chairman.

The Chairman: Do you desire to examine the witness further, Mr. Sheean?

Mr. Sheean: No, that is all.

The Chairman: Call your next witness.

Mr. Stone: Our next witness will be Mr. W. S. Carter, President of the Brotherhood of Locomotive Firemen and Enginemen.

W. S. CARTER was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Phillips: Please state your full name?

Mr. Carter: W. S. Carter.

Mr. Phillips: And your business?

Mr. Carter: President of the Brotherhood of Locomotive Firemen and Enginemen.

Mr. Phillips: Have you prepared a statement concerning weight on drivers of locomotives as a basis for computing pay for engineers and firemen?

Mr. Carter: I have.

Mr. Phillips: I have in my hand here a book entitled "Weight on Drivers as a Basis of Locomotive Engineers' and Firemen's Rates of Wages and Locomotives in Service on Which Rates are Now Paid That are as High or Higher Than Requested."

Do you identify this as the work you have prepared?

Mr. Carter: I do.

Mr. Phillips: If the Board please, we desire to introduce this as Exhibit Number 3.

(The pamphlet, so offered and identified, was received in evidence and thereupon marked "Employes' Exhibit No. 3, December 3, 1914.")

Mr. Phillips: Mr. Carter, was this exhibit prepared by you?

Mr. Carter: Personally, do you mean?

Mr. Phillips: Yes, or under your direction?

Mr. Carter: I think I prepared it personally, probably, with the exception that I had others fill in the rates of wages.

Mr. Phillips: Will you kindly explain the method you adopted in preparing this exhibit?

Mr. Carter: I first assume that firemen and engineers should be compensated in proportion to their labor and responsibility. As this labor and responsibility increases, so should their compensation increase.

I also assume that locomotive engineers and firemen should be paid according to their productive efficiency. That is, as their productive efficiency increases, so should their wages increase.

I also assume that when the labor cost of a product decreases, the employer should be more able to pay the wages that are incidental to the cost of that product.

It has been upon that theory that weight on drivers has been adopted as a proper basis for fixing the rates of pay of locomotive engineers and firemen.

Mr. Phillips: Has weight on drivers been adopted as a basis for fixing the rates of pay for engineers or firemen in any part of the country?

Mr. Carter: While I am not positive, I think for many years some railroads at least have described locomotives in wage schedules by the weight of the engine on drivers.

In the east practically all of the railroads fix the wages of locomotive firemen on the basis of weights of engines on drivers.

Some of the roads in the west have for many years fixed the rates of the wages of both engineers and firemen on some of their engines at least on the basis of weights on drivers.

In an arbitration award reached in 1910, affecting the western firemen, there was one class of locomotive that was based upon the weight on drivers. As I remember it, it was a compound engine weighing 215,000 pounds or more on drivers. I have not referred to the award, but that is my recollection of it.

Mr. Phillips: Are there other roads in the Western territory—

Mr. Carter: I have a list of railroads here that was taken from Exhibit 2, and I think that my reply was anticipated yesterday by the witness Moore. He read the same list of railroads that I have here. I want to say, however, that as explained by Mr. Moore, this list does not imply that all of the engines on all of the roads named have wages based upon weight on drivers.

Mr. Phillips: But some of the engines on all of the roads named are so classified?

Mr. Carter: Yes.

Mr. Phillips: On some it may be practically all, and on others only one class or more. It would not necessarily be all of the engines on any of the roads named?

Mr. Carter: While I hate to express an opinion just by guess, and I do not know, I do not think that any road in the west bases the wages of all engineers and all firemen on all locomotives on weight on drivers.

Mr. Phillips: But I understand that practically all of the roads in the east have adopted that basis for firemen at least?

Mr. Carter: Yes.

Mr. Phillips: Why have you adopted weight on drivers as the basis in this movement?

Mr. Carter: I am a creature of circumstances. In the Western wage movement of firemen four years ago our committee representing the firemen's service preferred to maintain existing bases. On some roads it is the size of the cylinder. On other

roads it is the total weight of the engine, exclusive of tender. On other roads, as I have said, it may be weight on drivers. But whatever it was, there was no inclination to depart from the practice then in effect.

But at that time, or subsequent to the arbitration, it became very evident that there was only one basis that was really desired and acceptable to the railroads, and that was weight on drivers; and in a discussion between our committee and the Committee of Managers representing Western roads it was shown that a fireman's wages should be fixed on the tractive power of a locomotive, if you were to adopt some scientific method. Tractive power is the true index to labor or execution of service that the locomotive can do.

For instance, a locomotive that has a small tractive power cannot perform the service that a locomotive with a great tractive power can perform. Tractive power was discussed and agreed upon during the discussion as being the scientific basis; but as stated by the Chairman of the Managers' Committee, weight on drivers is the simplest and most accurate method of determining the effective tractive power of a locomotive.

That is the reason, so far as I am concerned, why I was converted to the belief that weight on drivers was the proper basis.

I think it will be easily demonstrated that the Committee of Managers of Eastern roads took identically the same position when the engineers asked for an increase in wages on the bases that are existing now and did exist on the Eastern railroads as applied to the engineers.

I think there can be no question but what tractive power is the scientific basis, and that weight on drivers is the simplest and most accurate method of determining the effective tractive power of a locomotive.

Mr. Phillips: Is there any relation between weight on drivers and tractive power?

Mr. Carter: There is what may be said to be a constant relation in all locomotives.

Mr. Phillips: About what is that relation, or how would you explain that relation?

Mr. Carter: In the construction or designing of locomotives, it has been the purpose of the builders to add as little

weight as possible to the locomotive beyond the weight necessary to maintain an adhesion of the driving wheels to the rail. Of course, that adhesion varies greatly with the condition of the track or rail, and I have heard it said that the ratio has been reduced since highly carbonated or hard steel rails and tires have been introduced, because the tendency to slip of a hard steel tire on a hard rail is greater than in the old days when we had common iron to travel on. Whether that is true or not I do not know, but most of the writers or authorities indicate that the proper relations of weight on drivers to tractive power—that the ratio should be one to four. I will say, however, that other writers, like Fowler, for instance, say that it should be one to five; and one of his arguments is that modern railroad practice has introduced a much harder steel in the rail and in the tire, which results in the engine slipping more easily than it did before.

Mr. Phillips: What do you mean by the ratio of one to four or one to five on which the authorities seem to differ, but seem to be within that range?

Mr. Carter: Ordinarily the tractive power of a locomotive is about one-fourth of its weight on drivers. That is, if you will take the weight on drivers of any locomotive, if it has been constructed after the usual formula, you will find that by dividing four into the weight on drivers you will have nearly the tractive power of the locomotive. There are some exceptions, however, of course.

Mr. Phillips: I understand you to say that even the authorities disagree?

Mr. Carter: Oh, yes, they disagree.

Mr. Phillips: Then I would understand that if a locomotive weighed 100,000 pounds on drivers, by dividing 100,000 by four you would get 25,000 pounds, which would be approximately the tractive power?

Mr. Carter: The effective tractive power. There might be much more tractive power there, but you could not develop it, because the drivers would slip.

Mr. Phillips: And under this other authority, if you divide it by five, you get 20,000 pounds effective tractive power?

Mr. Carter: That is the idea. The weight on drivers divided by five would show less effective tractive power than if

you divide by four, and I think Mr. Fowler has said, in several of the articles which he has written upon the subject, that he attributes that modification largely to the change in the rail, to the tendency of hard tires to slip on hard steel rails.

Mr. Phillips: Then that is your reason for saying that there is a constant relation between tractive power and weight on drivers?

Mr. Carter: Yes.

Mr. Phillips: And that is why you understood the Western Managers, as expressed through the chairman of a committee, to favor weight on drivers as the basis for fixing rates of pay?

Mr. Carter: That was my impression.

Mr. Phillips: Rates of pay for firemen?

Mr. Carter: That was my impression. They urged it.

Mr. Phillips: Is there any scientific formula for computing tractive power?

Mr. Carter: There is, but it is largely theoretical.

Mr. Phillips: That is, it is scientific and unscientific?

Mr. Carter: Yes.

Mr. Phillips: Can you give us that formula?

Mr. Carter: The only way of actually determining the tractive power of a locomotive is to measure the draw-bar pull, and many testing plants have that. I think down at Champlain, Professor Goss, for the Illinois Central, has been making a great many experiments. Sometimes a locomotive will not pull what she is theoretically expected to pull.

Mr. Phillips: I presume locomotive engineers and firemen studying for promotion, and possibly Interstate Commerce Commissioners or others have a general formula for computing tractive power?

Mr. Carter: Yes, the Interstate Commerce Commission recognizes it. I give it on page 2 of our Exhibit 3. There is no use repeating it. There it is. I think most locomotive builders adopt that, too.

Mr. Phillips: I understood you to say that adhesion had something to do with tractive power; and just following your formula on page 2, it is there referred to. Will you explain just what reference adhesion has to tractive power?

Mr. Carter: The different writers describe it differently, but I think in one of the most recent works on the subject, it is

compared to a man digging his feet into the ground in order to pull. Now, while the locomotive does not dig its feet into the ground, it does apparently grasp or clutch the surface of the rail by the law of friction, and whenever the power developed by the cylinders is greater than the power of the drivers to cling to the rail through adhesion, then the locomotive slips, and all of that surplus tractive power that might be developed is wasted.

For instance, you might put a very large cylinder and a very high steam pressure on a locomotive, and have but a slight weight on drivers, and this is done in locomotives of the Pacific type, the purpose being to have a high steaming capacity of the boiler, so that when a train is at high speed there will be no lack of steam to maintain the high pressure in the cylinder, as high as possible.

Mr. Phillips: That is commonly understood among railroad men as slipping when you have not sufficient adhesion to hold the engine to the rail?

Mr. Carter: Yes. I think I have made a comparison here. It may be far fetched or unscientific, but it is suggestive. If you are on one of these electric cars that have been talked about, whenever the power developed is a little too great, there is a fuse that blows out, and there is no development of power at all. Now, no matter how powerful your locomotive is, if the wheels begin to turn around and slip, you are not developing any power—that is, you are not pulling any cars.

Mr. Phillips: On page 3 I note you say here in the second paragraph following the table, near the top of the page:

“The recent installation of devices on American locomotives for ‘superheating’ steam to a very high temperature after it leaves the water space in the boiler and before it reaches the cylinders, has increased the mean effective pressure in the cylinders by avoiding condensation, and, therefore, has increased the tractive power of locomotives.”

Can you explain this to the Board, please?

Mr. Carter: Presuming that the Board are interested in matters of this kind I will say that saturated steam, that is, steam developed by the process of boiling water, has a constant tendency to condense again, to turn back to water.

When steam of this character is introduced to the cylinders

of an ordinary locomotive, there is an immediate tendency for the steam to condense, and it does condense. Probably it is not necessary for me to explain why it condenses, but the fact is it does condense.

By the equipping of a locomotive with a superheating device, that is, when the superheater works and increases the temperature of the steam say about 200 or more degrees above the temperature of the steam in the boiler, there is a reserve heat in the steam so that when it reaches the cylinder it may impart a portion of that heat to the cylinder walls without condensation.

The result is that you maintain a much higher mean effective pressure on the cylinder. Now, if you will note that formula there, the last in the multiplier, the last of the multiplication there, shows that 85 P indicates the pressure in the steam boiler.

Mr. Phillips: You mean at the top of page 2?

Mr. Carter: Yes, the top of page 2.

Now, I think you will find that two locomotives of the same design—I will express it in another way. Take two locomotives, both equipped as superheaters; the one superheater not doing its duty, and the other superheater working to perfection. You will find a much higher, more effective pressure in the cylinder of the locomotive where the superheater is doing what is expected of it, than in the cylinder of the locomotive, where the superheater is not doing what it should do. It is the more effective pressure on the cylinder that increases the tractive power of a locomotive.

Now, I do not want to be misunderstood. In starting a train the superheater does not heat the steam or add superheat to the steam, but if it did, the probability is that the drivers would slip in the same manner, with the result that to get the benefit or increased tractive power of the superheater, we must have the train in motion. For two purposes: first, it requires a certain amount of draft to create intense heat in the superheater tubes. Therefore, it takes heavy, if not rapid exhaust, to draw this heat through the tubes, in fact, to create the heat in the fire box. Then, again, it has been found in practice that a locomotive at a moderately high rate of speed, or any rate of speed, has not the tendency to slip that it does while standing

or moving very slowly; with the result that you can develop a higher tractive power on the same weight on drivers on a locomotive moving rapidly than you can on a locomotive standing still.

To sum up; the addition or installation of a superheater to a locomotive greatly increases the productive efficiency of that locomotive. It makes it possible to pull a great deal heavier tonnage; and it does where the railroads take advantage of this increased tractive power—they do pull much heavier tonnages.

Mr. Phillips: Mr. Carter, I understood you to say first that there was a close relation between tractive power and weight on drivers, or a constant relation.

Mr. Carter: Yes, sir.

Mr. Phillips: Did I just understand you to say that this greater tractive power could be developed without increasing the weight on drivers?

Mr. Carter: If you increase the speed.

Mr. Phillips: As the speed increases?

Mr. Carter: Yes, sir. I think perhaps any person who has ever ridden on a passenger train always hears the engine slipping when they are trying to start a train moving slowly. After a passenger train gets a high speed you don't hear it slipping very much.

Mr. Phillips: How about the coal consumption? Have the superheaters resulted in a reduction of the amount of coal used?

Mr. Carter: The coal per ton mile has been greatly reduced by the installation of superheaters. Some writers say that theoretically it saves 25 per cent of the coal, but on that theory they take into consideration the greater volume of steam occasioned by its superheater. But other writers have questioned it by saying that the loss of the steam making power of the locomotive by using a certain amount of heat to superheat the steam about offsets the gain in the increased volume of the steam in its superheater. Therefore, most of the writers do not attribute much importance to the increased volume of the steam, because it takes a certain amount of heat to superheat. Therefore, the one about offsets the other. But when it comes to the avoiding of condensation of cylinders, I think it has been determined that it will save about 16 per cent of the coal with the same tonnage.

Now, don't misunderstand me. With the same train resistance, I think it saves about 15 to 16 per cent of the coal.

Mr. Phillips: Are you prepared to state what the practice is, whether the same tonnage is handled on the railroads where superheater engines are used?

Mr. Carter: Where railroads pet their superheaters, where they keep them up at a high state of perfection, and do not overload them, why I think they show considerable saving in coal. But on roads where they get out of the superheater all that is in the engine (which they usually do out of any locomotive), you will find that the coal consumption does not decrease, but in many instances has increased, and I think the tests show it.

Mr. Phillips: Well, now, Mr. Carter, you said a while ago that there was a disposition shown on the part of the Western Managers—in 1910, I believe you said? What was the time stated?

Mr. Carter: I believe it was—the discussions began, if I remember right, in December, 1910, and they arose over the application of the arbitration award, as to what the award meant. The dispute resulted in the Board of Arbitration being again convened in November of 1910, and certain interpretations made of the award by the Board. Then, when we tried to apply the interpretation of the award, other misunderstandings arose, and it was at that time that the managers insisted that the only proper basis of wages of a locomotive fireman was the weight on drivers, and I quote from a letter here, received from Mr. W. C. Nixon, who was the Chairman of the Western Managers' Committee. I only quote a portion of the letter, but I have the entire letter, if it is desired. He says—

Mr. Phillips: From what part are you reading?

Mr. Carter: This is about the center of page 4. He says:

“In accordance with this plan, the Managers' Committee have prepared and submit herewith for your consideration a draft of a memorandum of agreement embodying their views of a reasonable settlement of the differences between us.

“These differences are two in number, viz: First, the establishment of a fair and sound method of determining the basis on which the pay of firemen should be differentiated as between various classes of engines. Second, the determination of a fair and reasonable method of computing overtime.

“ The proposition of the Managers’ Committee as to the first of these two problems is that tractive power is the only sound method for determining firemen’s rates, and that weights on drivers is the simplest and best method of determining tractive power.”

That is from the letter of Mr. Nixon, Chairman of the Committee of Managers of Western Railroads, that negotiated the last wage settlement for firemen.

Mr. Phillips: Then you understand from that letter that while tractive power was the most scientific, it was the belief of the Managers, as expressed by Mr. Nixon, that weight on drivers was the simplest and most reliable method?

Mr. Carter: Yes.

Mr. Phillips: Have you any reason for that understanding?

Mr. Carter: My personal reasons, you mean?

Mr. Phillips: Well, did you have conferences or anything to add to that belief?

Mr. Carter: No, I think this letter was really the culmination of the conferences after the matter had been discussed; that this letter was confirmatory of the opinion of the managers as expressed orally.

But I think there was brought out in the discussion that the reason that tractive power should not be used and that weight on drivers should be used, was that it is very difficult to determine the actual tractive power of a locomotive, although there is a very constant relation between tractive power and weight on drivers.

It was pointed out that a locomotive may have a certain tractive power today, and may have another tractive power tomorrow, simply by changing the pressure of the spring on the safety valve. That is, if you would—to use a railroad expression—screw down the pot, so that the maximum pressure would be higher, you would increase the apparent tractive power of the locomotive, although it may not develop that tractive power, because of the slipping of the drivers, but the tractive power theoretically, under this formula on page 2, would be that.

Again, it was shown that the tractive power of a locomotive would change with the temperature of the water. For instance, if the thermometer, say, was 20 degrees below zero, the conden-

sation of the steam in the cylinder was so rapid that the mean effective pressure would not be 85 per cent of the boiler pressure, but very much less than that, with the result that the tractive power for that period of time would be decreased, but that the weight on drivers would not be changed.

Now, it was pointed out that the weight on drivers could be changed, but it was recognized that a certain weight would rest upon the drivers, and if because of a tendency of one of the journals to heat that same weight was shifted over to a trailing truck, it was only a temporary expedient and would not be permanent.

Mr. Phillips: I believe you stated, Mr. Carter, that in some Eastern movement (I undertake to say the Engineers), the eastern general managers had taken a similar position?

Mr. Carter: They took that position during the arbitration proceedings, and the Managers' Committee apparently determined that they would attempt to discredit all other bases of wages of engineers.

I quote here from Mr. Worthington, who was a prominent member of the Eastern Managers' Committee and selected by that committee as their official spokesman—I quote the language of the counsel for the railroads:

“Mr. Worthington will be able to give you the position of the railroads from our operating standpoint.”

Mr. Worthington appeared as a witness for the railroads against the contentions of the engineers for a considerable period of time. I have reproduced some of his testimony here, but I shall only read a few lines therefrom, to cover this particular point. Mr. Worthington says, on page 5:

“I do not believe the cylinder traction is a proper dividing line to differentiate in the wages of the enginemen.”

Again he says (the second paragraph below):

“The co-efficient of adhesion of a locomotive is fixed by its driver weight, and is controlled by natural law. What I mean by that is, if you were to take twenty locomotives of different sizes and test every one of them out here, to arrive at the co-efficient of adhesion, that is the slipping point, you would find under the conditions which exist here now, every one of them would slip at exactly the same percentage of the driver weight. Now, that being true, the limited pulling capacity of that loco-

motive is a point at which it slips, and that law would be accurate.”

Now, I quote from page 6, in the second paragraph:

“Now, if the drivers’ weight was the measure, and this is the limiting point at which the engine will slip—if that was used as a measure, we would not have any such controversy; and personally, I think the driver weight would be a far better unit to make or to differentiate, in the wages of enginemen.”

At the foot of that page, Mr. Worthington says:

“The truth is I would not know much about this problem myself, if I had not spent four years studying it. If I had not gone up through the line of railroad service, and had not had charge of the tonnage rating of locomotive, I might never have discovered that myself. But for the reason I state, I believe that driver weight is a better measure.”

Another reason advanced for adopting drivers’ weights, was this from Mr. Worthington on the same page:

“I do not believe we can get away from the theory that the engineer is entitled to his share of the increased productivity of his labor. I do not believe we can get away from that theory. I think he is entitled to his full share, myself.”

Mr. Phillips: You understand from that then, that Mr. Nixon, speaking—and from the previous letter from which you read—that Mr. Nixon, speaking for the western railroads, represented the wishes and opinions of the managers of the western railroads?

Mr. Carter: I so understand it.

Mr. Phillips: And that Mr. Worthington voiced the sentiment of the western railroads?

Mr. Carter: I so understood it until we attempted to comply with their contentions, when they immediately reversed their actions and fought our contentions in the east, and said that the weight on drivers was not the proper basis. I think the record will show that when the engineers asked for wages based on weight on drivers, the railroads advocated—I beg your pardon, let me repeat: I think that when the engineers advocated the size of the cylinder as the basis of engineers’ wages, the railroads said that the weight on drivers was a proper weight. And then, when the firemen came along and acquiesced

in their contention and offered weight on drivers as the proper basis, they said that was not the correct basis.

But, I think the record will show that all the railroads contend that weight on drivers is the proper basis.

The Chairman: Well, are the wages of firemen graduated according to the weight of the engine?

Mr. Carter: In the east, altogether.

The Chairman: In the east?

Mr. Carter: Yes, sir.

The Chairman: What is the basis in the West?

Mr. Carter: Practically the same thing, except it is described differently. For instance, the scale of wages for firemen and engineers in the West may show a low rate on a class A engine, a little higher rate on a class B engine, and a still higher rate on a class C engine, etc. While they are described as class A, B and C, you will find that the tractive power of those locomotives, or the weight on drivers of those locomotives is graduated almost as the wages are.

The Chairman: Therefore, the greater the weight of the engine the greater the pay the fireman receives for his services? Is that it?

Mr. Carter: Yes, sir.

The Chairman: And is that based on the theory that he is required to perform greater service on an engine of greater weight?

Mr. Carter: Increased labor, increased responsibility, increased productive efficiency.

The Chairman: That is what I wanted to get at. That is all.

Mr. Phillips: And even though the Eastern General Managers reversed their position and changed their tactics, the weight on drivers basis was adopted for practically all the railroads, for firemen?

Mr. Carter: It was unanimously adopted by the Board of Arbitration, one of whom was the representative of the railroads.

Mr. Phillips: What is the table on page 7, Mr. Carter; beginning on page 7 and continuing on page 8?

Mr. Carter: Preliminary to a direct answer, I hope the Board will pardon me if I have attempted to include in this

exhibit something for the purpose of familiarizing those of the Board, who are not practical locomotive men, with the peculiarities of locomotives of different types. It is not only the wages of locomotive engineers and firemen on the different railroads that show a grave lack of standardization, but the engines are described differently. On one road an engine may be called an Atlantic type, on another road the same engine may be called a class G, or class X; on another road it may be classed as an engine weighing between 100,000 and 140,000 pounds on drivers; on another road it may be classed as an engine of 100 per cent; on another road it may be classed as a 4-6-2, and yet with all those different classifications it may be identically the same locomotive. To help the mechanical officials of the railroads out of this dilemma, a very prominent mechanical official, by the name of Mr. Whyte, I think at that time he was the mechanical engineer of the New York Central Lines—I may be mistaken, but that is as I remember it—he devised what is known as Whyte's System of classifying all locomotives and standardizing, I might say, all classifications.

On pages 7 and 8 in the first column is Mr. Whyte's standard classification of locomotives. In the second column appears a graphic presentation of the arrangement of the driving wheels and the truck wheels and the pilot. For instance, two large circles indicate two pairs of drivers. Five large circles, in the fourth line, indicate five pairs of drivers, or ten drivers.

Now, the fifth one, the small hyphen or dash indicates the pilot or front end of the engine, and the two large circles indicate two pairs of driving wheels, and the tiny circle to the right, indicates a two-wheel truck following the drivers.

The third column is the popular name. Some of these locomotives have so many popular names that we could not get them in there. Now, to explain what I mean by so many popular names, let us look for a 4-4-0. The 4-4-0 appears a little above the center on page 8, and I give the popular name as "8-wheel." Some writers never refer to it as the 8-Wheel, they refer to it as "Standard." I think in Europe, in English speaking countries in Europe, they refer to it as the "American." So there are many popular names for the same engine, but there is only one Whyte's classification, and that is this standard, as you see in the first column.

The purpose of that table was that during these proceedings, if reference is made to consolidation engines or "Consols," as they are called for short, the members of the Board will know in advance the peculiarities of that engine.

Now, to add information to this table, I have inserted in the back of this book illustrations of these locomotives. I have not shown all of them. We will take the second locomotive shown on page 7, the 6-Wheel Switcher. A photograph of that engine is shown on page 38. That is an 0-6-0, or a 6-Wheel Switcher, as it appears. You will note that in these illustrations the tenders have been omitted. The purpose of that was to make the pictures of the locomotives as large as practicable, within the limited space on the page. If the tender had been left in the picture with the locomotive, it would have decreased the size of the picture by about one-half. The tender, with the exception of one locomotive, has no real significance as to the power of the locomotive. If you will turn to page 37, however, you will see one engine where the tender is a locomotive within itself, called the "Triplex,"—that is the latest creation.

Mr. Phillips: What is the popular name for that engine, Mr. Carter?

Mr. Carter: "Centipede." At least, that is the name that the newspaper men have used in describing the locomotive.

Mr. Phillips: Mr. Carter, in this Whyte's Table, while you have explained it quite clearly, taking it in connection with the pictures over here which you have just explained, or the photographs I presume you would call them, a fairly clear idea of the principle and design of any locomotive may be gained?

Mr. Carter: Yes, sir.

Mr. Phillips: Does the relative size of the locomotives appearing on the pages here, indicate the actual differences in the sizes of the engines?

Mr. Carter: Not at all. At the head of page 30 appears the 4-4-0, the 8-Wheel Engine.

Mr. Phillips: Is that the Standard to which you referred a while ago?

Mr. Carter: Yes, sir, or the "American" as you like to call it. The photograph of that locomotive, as it appears here, is much larger than the consolidation engine that appears at the head of page 32, while the consolidation engine, the illustration

of which is shown on page 32, may be twice or three times as big an engine as the 8-Wheel engine shown on page 30.

Mr. Phillips: Will you now turn to page 10, please. I note here some diagrams of descriptive matter. Have these diagrams any relation to the tables or pictures of locomotives produced herein?

Mr. Carter: Without assuming that the Board needed a graphic presentation of the case, the purpose of these diagrams is to graphically demonstrate that with the increased tractive power and weight on drivers of a locomotive, so the pulling power of the locomotive develops. I might say that when these drawings were made, they were made accurately to a scale of one-tenth of an inch to the foot, as applied to the wheels of the engine, and to a scale of one-tenth of an inch to the 1200 pounds tractive power, as applied to the rectangles indicating tractive power; but in reducing the drawings to this size, which was supposed to be one-half, there is a slight variation from the true scale. The drawings as shown here are presumed to be on a scale of one-twentieth of an inch to a foot in locomotive dimensions, and one-twentieth of an inch to the 1200 pounds tractive power, expressed in the black rectangles. In connection with the diagrams, there is also shown the rates of wages requested in both passenger and freight service, and the rates of wages now paid, or rather the highest rates of wages now paid on these, not the same locomotives, but on locomotives falling within the weights described in the proposition.

Mr. Phillips: In the descriptive matter here, Mr. Carter, on page 10, and the first line of the printed matter beneath the diagram, you say, "Wheel base (excluding tender) 23 feet, 7 inches." What do you mean by the wheel base of the locomotive?

Mr. Carter: The wheel base is the distance between the exact point on the rail where the center of the front wheel and the center of the back wheel rest. It is simpler to say the distance between the centers of the journals of the front and back wheels. It does not mean the distance from the outside of the front wheel to the outside of the back wheel, it means the distance from the center of the front wheel upon which the locomotive rests, to the center of the back wheel upon which the locomotive rests.

Mr. Phillips: In these diagrams I note you have given weight on drivers, tractive power, wheel base and heating surface. Without going into detail, necessarily, do those various factors increase as the engine increases in size?

Mr. Carter: With some exceptions, there is a general increase. As stated, engines constructed for specific purposes may have a much larger boiler in proportion to weight on drivers than other locomotives. Where high speeds require great steam capacity, they have placed huge boilers on wheels only a part of which wheels are drivers. For instance, in the Prairie type of engine 4-6-2, they have two pair, or four small trucks, in front to help bear the weight of that boiler. Now, at the back they have one pair of wheels to help support the back weight. Another reason for that small pair of wheels back there is to make it possible to give the fireman plenty of room to throw the coal in.

Mr. Phillips: Now, Mr. Carter, if I understand you correctly, you state that the black square here—it is not a square as you go on, but a rectangle, as you call it—indicates the tractive power of the engine, and that the tractive power of each engine, shown and explained in these diagrams, would be indicated by the black rectangles, as we turn these pages. While you were testifying, I noted on the previous page, page 9, that you say, in the descriptive matter, the third paragraph from the bottom, a short paragraph:

“While not so intended, these rectangles representing relative tractive power, also approximately represent the comparative ‘tonnage’ capacity of each locomotive.”

Would we understand then, as we turn the pages, that the tonnage capacity would increase as the size of the rectangle increases, or the length of it?

Mr. Carter: Approximately so.

Mr. Phillips: I think you explained to us what a Standard engine was, and called attention to the picture or the pictures, with the table on pages 7 and 8, that is the Whyte Table, and the diagrams, they are intended to typify and clearly explain the various types of locomotives in use, and you have gone further in your diagrams and given some information regarding rates; not only the dimensions which I have before referred to, but

rates requested and rates paid on the types of engines described.

Mr. Carter: I think it perhaps would be fair to myself and fair to the Board to explain that those rates are selected from the schedules, the very highest rates that we find. In some instances they include the differential for mountain rates. The purpose was to show the highest rates that appear for locomotives of that weight on drivers in any of the schedules. I do not want it to appear that I am communicating the information that these high rates do not include also, in some instances, the differential because of mountain grades. For instance, those locomotives in service on the Canadian Pacific Railroad, west, particularly those; I think perhaps all of those rates herein quoted were fixed because of the mountain service.

Mr. Phillips: Following the tabulation on page 10, showing certain dimensions, there is another tabulation showing rate requested for engineer and fireman on that class of engine, that is, the 4-4-0. I believe you would call it the Standard 8-Wheel?

Mr. Carter: Yes.

Mr. Phillips: The request is shown there, that is the rate appearing in the proposition submitted to arbitration?

Mr. Carter: That is the rate requested for the class of engines indicated in the last line, where it says, "Locomotives weighing less than 80,000 pounds on drivers."

Mr. Phillips: And this particular locomotive, weighing 77,000 pounds on drivers, would come within the class of rates requested on engines weighing less than 80,000 pounds on drivers?

Mr. Carter: Yes.

Mr. Phillips: Now, you say here, "While locomotives of this type and similar size are yet in service on many railroads, for purpose of illustration, this particular locomotive is now in the service of the Illinois Central Railroad, known there as No. 1940." You don't wish to give the impression that the rate you have quoted, following there, is in effect on the Illinois Central Railroad?

Mr. Carter: No; the purpose in citing the particular locomotive, was to make it possible for anyone to check up the dimensions I give and to verify their accuracy.

Mr. Phillips: And where a locomotive may be taken from one railroad and a picture made, for the purpose used here, the

rates appearing may be applicable to the same type of locomotive on the different railroads?

Mr. Carter: The rate requested?

Mr. Phillips: I did not mean the rate requested. You quote here the highest rate paid. Assuming you take an engine from the Illinois Central Railroad for the purpose of exemplification or drawing pictures, or giving dimensions, this highest rate paid may not necessarily apply to that engine on the Illinois Central Railroad?

Mr. Carter: I do not think in any instance the highest rate paid applies to the particular engine illustrated.

Mr. Phillips: That is the point I wished to understand. But it does apply to that type of engine on one or more railroads parties to this movement?

Mr. Carter: Perhaps I should explain that these engines selected for these diagrams are from blueprints that I happened to have in my possession, and there was no special purpose in selecting that 8-wheel locomotive from the Illinois Central Railroad, except that I happened to have blueprints for an 8-wheel engine on the Illinois Central Railroad, and the specifications are taken from those blueprints. As I said, the only purpose in naming the locomotives in these diagrams is to make it possible for anyone so disposed to check the accuracy of the statements made in this exhibit.

Mr. Phillips: Should anyone desire to check these rates as to the roads on which they may be found, have you prepared any tables for reference, and included them in this exhibit?

Mr. Carter: We have checked and have prepared a great number of rates, many of which will be presented, and it would be impossible for me to remember exactly to what locomotive and what point a rate is applicable; but anticipating that there may be a question as to the accuracy of rates in this statement, or any other statement that may be presented, we have available all of the supporting data and will be pleased to join with representatives of the railroads in verifying the accuracy of these rates. I want to say, however, that some of the rates that appear in here, are not accurate; that is, they are almost not accurate.

Mr. Phillips: Almost not accurate?

Mr. Carter: By turning to page 17 you will note a tabular

statement, extending over to and including page 28. All rates quoted in the diagrams are also shown in this table, with the exception of a rate of \$3.90 for firemen in passenger service, and of \$4.00 for firemen in freight service, appearing first in diagram 4. If you will turn to the tabular matter, under diagram 4—

Mr. Phillips: What page is that?

Mr. Carter: The Southern Pacific, Pacific System. Page 25. You will find the last rate for the Southern Pacific Company, opposite Sacramento Division, shows \$3.90 for firemen in passenger service and \$4 for firemen in freight service, and the reference Note No. 1 at the bottom of the table explains where that rate is paid and under what conditions. Now, in the diagrams we repeat that same rate; in diagrams 5 and 6, and I think in 7; but have failed to insert that rate in these tabular statements. It is not an error, it is simply an omission. I mean to say that the rates should have been written in there.

I would like to call attention to some other matters that I do not think should go unchallenged, even if I have to challenge them myself. I have stated that the rates herein were taken from printed schedules. Certain rates herein, taken from the Southern Pacific, Sunset Lines, are not taken from schedules, because on that road they have a trip basis, and, in order that we might thoroughly understand what the rates were, the representatives of the engineers and firemen on that road carefully prepared a statement of the trip rates, reduced to a mileage basis, and the rates shown in this statement for the Southern Pacific, Sunset Lines,—or rather, that is hardly correct,—what is known as the Southern Pacific, Atlantic System, under the old name, which does not include all of the roads now known as the Southern Pacific, Sunset Lines, are based upon this specially prepared table. I believe they are accurate, but they are not from a schedule.

I would like to call attention to page 20. Near the bottom of the table for the St. Louis Southwestern, certain rates are shown for a 2-6-0 locomotive, a "Mogul." The rate quoted for this 2-6-0 engine is an error. There is no "Mogul" of this weight bearing a rate of \$5.20, but understand the other engines shown there of approximately the same weight, pay the rates quoted. The error has been in showing that these rates were paid on 4-4-0 engines, 2-6-0 engines, and 4-4-2 engines. Ac-

curately it should be quoted as being paid only on the 4-4-0 engines and the 4-4-2 engines; but understand all of these engines would fall within the group, under our proposition, by weights on drivers. I would like to call attention to—

Mr. Burgess: Please explain, won't you, Mr. Carter, why the firemen's rate isn't shown opposite the engineers'?

Mr. Carter: Unfortunately, sometimes the firemen are not getting more than we request, and the engineers are. We quote the rates for the engineers that are higher than we have requested, and because the firemen have not been quite so successful, we have no rates to quote for them; they have no rates higher than we request.

Mr. Phillips: In other words, Mr. Carter, you have quoted in these tables, beginning on page 17, or wherever they begin, —I believe on page 17,—and continuing for quite a number of pages, only the rates that are as high or higher than the rates now requested?

Mr. Carter: Yes, sir. What page were you referring to?

Mr. Burgess: Page 20.

Mr. Phillips: And there being no rate for that particular engine—

Mr. Carter: What railroad?

Mr. Burgess: There are many of them down there in the last column.

Mr. Carter: Well, select a road?

Mr. Burgess: Well, we will take the Missouri, Oklahoma & Gulf. In the engineers' column there is a rate shown, but there is no rate shown for the firemen.

Mr. Carter: On the Missouri, Oklahoma & Gulf, there is no rate paid to engineers in passenger service that is as high or higher than that requested in this proposition. There is no rate paid to firemen in passenger service that is as high or higher than requested, but to engineers in freight service there is a \$5.20 rate paid on a 2-6-0 and 4-6-0 locomotive, which is just the same as the request in our proposition.

Mr. Burgess: Then we are to understand that the absence of any rate indicates that the present rate is lower?

Mr. Carter: The absence of any rate indicates that there is no rate for that service on that road that is as high or higher than requested.

Mr. Phillips: At the top of the columns there, I read, "Rate requested." Then, in a parallel line, across the page, or in a continuous line across the page, without giving the name of the railroad, you give the rates for passenger engineers and firemen, and freight engineers and firemen. Those are the rates requested, as I understand?

Mr. Carter: Yes, sir, and have been inserted here for convenience only.

Mr. Phillips: Simply for comparison?

Mr. Carter: Yes.

Mr. Phillips: Then as you read down the column you can easily ascertain where the rates are as high or higher, and on what railroads?

Mr. Carter: Yes, sir. Can I call attention to some more errors in this?

Mr. Phillips: Yes, explain as far as you like.

Mr. Carter: By referring to page 25, for the Northern Pacific, you will note that a 2-10-0 engine is reported with rates for firemen, in both passenger and freight service. When that was included in that table it was believed that that locomotive weighed 140,000 pounds, or over, but in a careful recheck, after the printing of this statement, we find that that engine weighs only 130,540 pounds on drivers, which should properly place it back in the preceding group, under diagram 4. It is really a lighter engine, even though it has a higher rate, than we at first thought it was.

Mr. Phillips: To what particular engine do you refer now, under the Northern Pacific group—there are several groups there?

Mr. Carter: The 2-10-0.

Mr. Phillips: The last one quoted?

Mr. Carter: Yes, sir.

Mr. Phillips: That should go back on the preceding page, under diagram 4?

Mr. Carter: In place of coming in the group of 140,000 pounds and less than 170,000 pounds, it should have been included in the smaller group of locomotives weighing 100,000 pounds and less than 140,000 pounds.

Mr. Phillips: Do you desire to make any further explanations?

Mr. Carter: Yes sir. At the foot of page 27, Chicago Great Western, there is shown for locomotives of this weight, under diagram 6, a \$5.35 rate for engineers in passenger service, on a 2-8-2 locomotive. When this table was prepared the schedule of the Chicago Great Western was interpreted to mean that that was the rate paid. The schedule, I think, has a provision something like this, after quoting rates for passenger engines, or rather certain passenger engines, there is a provision in the schedule that conveys the idea that on all freight engines, when used in passenger service, they will take a rate 25 cents less than the freight rate. Now, we attempted to interpret that rule and placed this engine here as drawing \$5.35 in passenger service. Subsequently, however, investigation shows that that particular locomotive has no rate fixed for it in passenger service, nor has it ever been used in passenger service, and I think there is a doubt as to what would be the rate on that engine if used in passenger service. To that extent I would like to correct that statement there.

Mr. Phillips: Anything further by way of corrections?

Mr. Carter: No, except to say this, and I hope this will apply to any exhibit that I present, that if there is any question as to a rate, or where there is no question as to a rate, I shall be glad to have anyone who desires to verify the accuracy of any of these rates quoted, join with me and we will go over the entire matter. We have prepared for such an emergency by having reference numbers whereby we can refer from this exhibit back to the page of the schedule. We have reference numbers on the schedule whereby we can refer to the page of the blueprint, and I do not think it will be very much trouble to either verify the accuracy of these rates or else demonstrate their inaccuracy.

Mr. Phillips: Then you think the explanations you have made and the corrections to which you have called attention, sometimes being a transposition of rates, or perhaps sometimes improper rates inserted,—aside from that, these tables are as correct as they can be made by human beings?

Mr. Carter: By some human beings.

Mr. Phillips: I hope our friends will permit us to make corrections where errors are found, and in return for that, I will be glad to reciprocate.

Mr. Sheean: No question about that at all.

Mr. Phillips: What you mean to imply, if errors have been made, it has been in the hurry or in the maze of compilation and that you have the supporting data, I understand you to say?

Mr. Carter: Yes, sir.

Mr. Phillips: And you will correct anything called to your attention?

Mr. Carter: I make that statement with the opinion that there are no errors to correct.

Mr. Phillips: We hope not.

Mr. Carter: I do not want to discredit the value of this or any other statement by intimating that I think there are errors there.

Mr. Phillips: The impression you wish to convey is it is not your desire to give any erroneous information to the Board for its guidance.

Mr. Carter: Yes, sir, and to invite the representatives of the railroads to join with me in checking the accuracy of any of these rates.

Mr. Phillips: Now, Mr. Carter, what is the table on page 16?

Mr. Carter: That table on page 16 is additional information concerning locomotives shown in the diagram. In the diagrams I show weight on drivers, tractive power, length of wheel base and area of heating surface. In this table, on page 16, I show a diagram of groups of locomotives by weight on drivers, the rates requested, and repeat the tractive power, and then show, in addition thereto, the size of the cylinders, the steam pressure, reported in the blueprints; the diameter of the drivers, and the grate area. The purpose of all of these specifications is to show that gradually, as the weight on drivers increases, and gradually, as the requests for wages increases, so do practically all other matters pertaining to locomotives increase. I would like to call attention to at least one effort on my part not to overestimate the importance of this table. We have one of the railroads in this movement known as the El Paso & South Western Railroad. It is on an eight hour basis, and if we would quote the rates from that road, on the eight hour basis, they would supplant many of the rates we show here, because they would be higher.

We would prefer to have it said at least that after we had made the presentation of rates that are as high or higher than we request, we have still some in reserve that are higher yet.

Mr. Phillips: Then you have not—in formulating this request or the proposition now before this Board of Arbitration you have not asked for the highest rates now paid to engineers and firemen?

Mr. Carter: With the exceptions as it may be found that on the El Paso & Southwestern, under the eight hour day, higher rates are being paid. I presume it will not be necessary for me to explain that the rate of wages per day would actually be higher when the day was of eight hours duration than when the day was of ten hours duration.

Mr. Phillips: Well, I understand, Mr. Carter, in reading these tables, that you have taken rates here from roads that are on a ten hour basis?

Mr. Carter: Ten hour basis.

Mr. Phillips: But on the roads in the proposition submitted to arbitration, will they be found to be higher in all instances than some of the rates now in effect on some of the railroads according to this arbitration? I refer specifically to the ten hour rates.

Mr. Carter: It is my understanding that the El Paso & Southwestern pays about the highest rate to engineers and firemen of any road in the west, if you will take into consideration the actual rate and the length of the work table.

Mr. Phillips: Well, leaving out the eight hour road, Mr. Carter, does a higher rate appear in the schedules for engineers and firemen on any of the ten hour roads than is requested in the proposition submitted to arbitration?

Mr. Carter: Certainly. That is what this arbitration is for. If I understand your question.

Mr. Phillips: Well, if you don't understand my question I will be glad to repeat it, because I want to get my meaning very clear. I understood you to say, that, taking into consideration the El Paso & Southwestern Railroad eight hour schedule and the very high rates of pay now in effect on that railroad—perhaps in every instance higher than requested, that you consider that about the highest paid road. That was my understanding of your reply.

Mr. Carter: Yes, with certain modifications. There are rates requested on very large locomotives in our proposition that are not in service on the El Paso & Southwestern Railroad. Therefore, that road does not pay those rates.

Mr. Phillips: This is the part I want you to understand very clearly. Leaving out the El Paso & Southwestern or any other eight hour road, considering only the ten hour roads, are there rates in effect for engineers and firemen on many of the ten hour roads, or any of the ten hour roads, higher than the rates in the proposition submitted to arbitration?

Mr. Carter: Yes. That is the purpose of this table.

Mr. Phillips: That is the question I was asking.

Mr. Carter: The table shows that on its face.

Mr. Phillips: Have you asked for a reduction of the rates that are higher than the rates requested?

Mr. Carter: No, sir.

Mr. Phillips: Why did you not do that?

Mr. Carter: It was agreed by representatives of the railroads and representatives of the engineers and firemen that wages that were higher would be maintained. A saving clause, I suppose you mean.

Mr. Phillips: That is the clause which has been referred to one or twice?

Mr. Carter: Yes.

Mr. Phillips: And is a part of the articles of agreement to submit these matters to arbitration?

Mr. Carter: Yes.

Mr. Phillips: Providing in a general way that rates that are higher than rates granted in this arbitration will remain in effect. Therefore, the men, or engineers or firemen, now receiving a rate higher than is requested, even though the entire—all of the rates requested were granted, would receive no increase in pay in their rates?

Mr. Carter: Their present rate would be maintained.

Mr. Phillips: They would receive neither an increase nor a decrease?

Mr. Carter: That is the understanding of the agreement.

Mr. Phillips: Now, Mr. Carter, I understood you to say at the outset in your general explanation that productive efficiency or increased earning capacity went hand in hand with increased

tractive power or greater tonnage capacity of locomotives, and that it was your belief that wages should increase somewhat in the same proportion—wages for engineers and firemen.

Mr. Carter: Not in the same ratio, I didn't say.

Mr. Phillips: That is the question I was about to ask you. Do these rates of wages requested increase in the ratio indicated by these diagrams? I understood you to say that that was a general indication of ratio, increased tonnage?

Mr. Carter: There is no approach to the ratio of increase in the productive efficiency of the man and the machine in the increase in the rates requested. For instance, by referring to these diagrams and comparing the tractive power of the locomotive in Diagram 1 on page 10 with the tractive power of the locomotive in Diagram 12 on page 15, without scaling it or performing any mathematical calculation, I would say that it is six times greater. Now, the request for the wages for the engineer in freight service on the small engine is five dollars, and on this huge engine it is \$8.25. For a guess, 63 per cent increase.

Mr. Phillips: Not 600 per cent?

Mr. Carter: Not 600 per cent. And an increased productive efficiency of the man and the machine. You understand that I simply looked at those two diagrams and guessed at the percentage of increase.

Mr. Phillips: I just wanted to ask you. I was looking over to see. These are types of engines in use?

Mr. Carter: I am correct. It is 65. I said 63. I just looked at it.

Mr. Phillips: I just want to ask you. These two diagrams represent engines in use in the Western territory on roads parties to this arbitration. I mean the two you refer to in making this comparison or illustration?

Mr. Carter: Yes, and all of the engines illustrated in any manner in this statement are in service on some Western railroads, except the Triplex locomotive shown on page 37, only one of which has ever been constructed, and that is in service on the Erie Railroad. It is the latest addition to the family of locomotives. It is the baby.

Mr. Phillips: I have understood there are two more ordered. You said a while ago, Mr. Carter—and I just want to ask you this question in order that you may explain a former

statement, that in this engine the tender had something to do with the capacity of the locomotive but had not in the other locomotive. Will you explain that, please? I refer to the Triplex on page 37.

Mr. Carter: The tender of a locomotive has been used during all past years for the purpose of conveying supplies for the locomotive—coal, water, tools. You might compare the tender to a deadhead passenger. There is no revenue from the tender.

Now, the builder of the "Triplex" conceived the idea of making the tender not only pay its own way, but help pull the cars, and therefore we have three locomotives combined in one locomotive in the "Triplex," as we have two locomotives combined in one locomotive in the Mallet.

Mr. Phillips: Then this Mallet which you used for the purpose of exemplifying the greatly increased tonnage capacity or tractive power of locomotives, it being about six times greater than that of the smallest locomotive in use on Western railroads—I understand that Mallet engine is in use on a Western road?

Mr. Carter: It is in use on the Northern Pacific Railroad, if I remember right. It is Class N-1, I think.

Mr. Phillips: But although the tractive power of that engine is six times greater, you do not ask rates six times higher for engineers or firemen?

Mr. Carter: Roughly speaking, while the tractive power of the locomotive is 600 per cent greater, the wages requested are approximately between 60 and 70 per cent greater. You might say that the ratio of the increase in wages is about one-tenth of the increase in tractive power, roughly speaking.

Mr. Phillips: Permit me to call your attention to one more misstatement. You stated a moment ago that this Mallet engine was in use on the Northern Pacific. Please refer to page 15 of your exhibit.

Mr. Carter: I meant the Great Northern.

Mr. Phillips: It is not material, but we want to have it correct.

Mr. Carter: I should have said the Great Northern. It belongs to the same family. Mr. Hill owns both.

Mr. Phillips: Well, giving the Great Northern the credit for this Mallet, the increase of rate requested is about one-tenth of the increase in the tractive power?

Mr. Carter: I have not made that estimate exactly.

Mr. Phillips: You only make it in a general way; but the increase requested is not six times as much, although the tractive power is six times as great?

Mr. Carter: The increase requested is not twice as much.

Mr. Phillips: That is what I was getting at. You say it is 65 per cent greater?

Mr. Carter: Yes.

Mr. Phillips: I think that is all.

The Chairman: I think we can hardly begin the cross-examination tonight.

Mr. Sheean: No, and I assume that Mr. Carter will be here, and as this exhibit seems to be quite complicated, if it is entirely agreeable I would rather cross-examine him after I have had some opportunity to go over the exhibit.

Mr. Carter: Pardon me for making a suggestion, but I hope the cross-examination will cease before I assume another duty. I should hate to go on the stand for cross-examination as a witness after I have assumed that other duty.

Mr. Sheean: Well, I can, if you insist—

Mr. Carter: I shall be here for several days, the way we are progressing, as a witness.

Mr. Sheean: I understood that you were through as a witness.

Mr. Stone: May I ask you why you make that statement?

Mr. Carter: I appear as leading counsel for one part of this proceeding; and in order to appear as a witness and present some matters that I have prepared, I have refrained from taking any part in these proceedings as counsel. Now, when I leave the witness stand I prefer to cease being a witness.

Mr. Sheean: All right, Mr. Carter. You are through with the direct, and I will be ready to cross-examine tomorrow morning.

Mr. Carter: Not necessarily so. I will be here two or three days.

The Chairman: He means before he gets to his branch of the case as counsel, I presume.

Mr. Phillips: If the Board please, by way of explanation, I may say, Mr. Carter having explained his Jekyll and Hyde position, appearing in one part of this doubleheader as chief

counsel—I think the responsibility is divided—Mr. Carter will perhaps later take part in the examination of witnesses. Now, if I understand him correctly, he desires to finish entirely his appearance as a witness before he assumes the position of counsel. I think the reason why he states he will be here two or three days is that additional witnesses may go on before Mr. Carter is called to examine any witnesses.

Mr. Sheean: Tomorrow is Friday. I will be quite ready to cross-examine Mr. Carter on Monday morning. My only thought was that it would probably be more convenient all around, if you had other witnesses, to go right ahead with them now, and that I would be able to shorten up the cross-examination if I could have time to see what there was in this exhibit before I tried to cross-examine. I will be prepared to do that on Monday if that is entirely agreeable.

Mr. Phillips: I can only say as to that, if several witnesses introduce exhibits, and in each case there should be great delay in making investigations before the witness can be cross-examined, I fear the time of our hearings will be greatly prolonged; because my understanding is that there will be many exhibits introduced from both sides; and while I do not wish in any manner to inconvenience the counsel for the railroads in his cross-examination, I think I can appreciate how I would feel if I was in the same position, and I think he should have sufficient time to examine the exhibit carefully; but I do not think it would be good practice to permit a witness to give his testimony, dismiss him for several days, and then have a number of additional exhibits accumulate during that time, and have a cross-examination later on a subject that has been passed. That is my own idea. I believe it will expedite matters if we can keep up with the cross-examination.

Mr. Sheean: I wish to co-operate in anything that will prevent delay, and my suggestion was partly prompted by the idea that if I at least had time to read a book before I attempted to cross-examine on it, I probably could shorten my cross-examination.

The Chairman: Gentlemen, after consulting the convenience of the Board, it is agreed that until otherwise ordered the Board will convene at 10 A. M., take a recess at 12:30, reconvene at 2:30 and adjourn at 5 P. M.

Mr. Phillips: If the Board please, just a moment. In line with the suggestion of counsel for the railroads, if it is desired, I believe it can be arranged to exchange exhibits on both sides, if the railroads are prepared so to exchange exhibits that will later be introduced, and possibly time can be saved thereby.

The Chairman: We should like very much to have that course pursued, if it is convenient.

Mr. Sheean: I shall be glad to do that as soon as we have some idea as to what exhibits may be necessary, when I have got a line as to what the proof is to be.

The Chairman: While we should not have any undue haste, I think we ought to proceed as speedily as possible with this investigation.

Mr. Sheean: Absolutely, Mr. Chairman.

Mr. Phillips: At any time when it is convenient, or if the representatives of the railroads are prepared to exchange exhibits, I am sure we can arrange to give copies of every exhibit we shall introduce. In fairness I think we should have copies of their exhibits at the same time, so that we may make some study of them. Perhaps we can thereby save a great deal of time ourselves.

Mr. Sheean: The comparison of schedules to which I referred is not completed as yet. It has not gone to final proof.

Mr. Stone: Mr. Chairman, I should like to say one word. You can readily understand that it would be unfair to our side to lay all our cards on the table and let the other side make up their minds what they are going to present.

Mr. Sheean: If the Board please, I will withdraw my request, and will be ready to cross-examine the witness tomorrow morning.

The Chairman: We will adjourn until 10 o'clock tomorrow morning.

(Whereupon, at 4:58 o'clock P. M., December 3, 1914, an adjournment was taken until 10 o'clock A. M. December 4, 1914.)



IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, Dec. 4, 1914.

Met pursuant to adjournment at 10 o'clock A. M.

Present: Arbitrators and parties as before.

W. S. CARTER was recalled for further examination and having been previously sworn, testified as follows:

Mr. Stone: Mr. Chairman, before continuing either the examination or cross-examination, Mr. Carter desires to make some corrections in the copy of yesterday.

The Chairman: Let the corrections be made.

Mr. Carter: Upon reading the printed proceedings of yesterday I find that my testimony begins on page 345, and I have said some things that I did not intend to say.

On page 352, in the third paragraph from the top, I say: "Pressure on the cylinders." I should have said "pressure in the cylinders."

In the next to the last paragraph, on the same page, in two places, occur the words "more effective pressure." They should be "mean effective pressure."

On page 353, in the third line from the bottom, the words "condensation of cylinders" should be "condensation in cylinders."

On page 355, in the fifth line of the next to the last paragraph, the words "screw down the pot" should be "screw down

the pop." In explanation I will say that "pop" is the engine-men's name for safety valve.

On page 357 in the next to the last paragraph Mr. Phillips asks:

"And that Mr. Worthington voiced the sentiment of the Western railroads."

My reply was: "I so understood," and so forth.

At the time that I made the reply I understood Mr. Phillips to say "Eastern railroads," because Mr. Worthington was not representing the Western railroads.

Mr. Phillips: While I may have said "Western railroads" I intended to say "Eastern railroads," and I would like to have the record corrected to that extent. If you will read the question directly above that you will note that I had made inquiry regarding the Western railroads, and intended to make the next inquiry regarding the Eastern railroads.

Mr. Carter: On page 358, in the third paragraph, the Chairman says: "Well, are the wages of firemen graduated according to the weight of the engine?"

I replied "In the East, altogether."

When I made that reply I understood the Chairman to have said, "Well, are the wages of firemen graduated according to the weight on drivers?"

He evidently said "weight of the engine," and I thought he meant weight on drivers. That is the question which I intended to answer.

Mr. Stone: May I ask a question here?

Mr. Carter: Certainly.

Mr. Stone: It is true, is it not, that the firemen's pay is graduated on the weight on drivers?

Mr. Carter: Yes.

Mr. Stone: On engines in the East?

Mr. Carter: Yes.

On page 359, I note a typographical error, "between 1000,-000 and 140,000." It should be "between 100,000 and 140,000."

Mr. Stone: Do you not think that 1,000,000 pounds would be a good engine in freight service?

Mr. Carter: Oh, she is coming.

In the eleventh line of the same paragraph on page 359, I

said "4-6-2" in describing a locomotive. I should have said "4-4-2."

On page 362, second paragraph, in the seventh line of that paragraph, I said "Prairie type of engine," when I intended to say "Pacific type of engine."

On page 367, in the long paragraph in the center of the page, the third paragraph from the bottom, I am quite sure that this was just what I said, but it was wrong. Instead of saying "we find that that engine weighs only 130,540 pounds on drivers, which should properly place it back in the preceding group, under diagram 4," and where Mr. Phillips, further down on the same page, says "under diagram 4," it should have been "under diagram 3." That was clearly an error on our part.

On page 370, the fourth paragraph from the bottom, the last line: "The actual rate and length of the work table." I intended to have said, "The actual length of the work day."

In the next to the last paragraph, in reply to a question from Mr. Phillips, I said, "Certainly; that is what this arbitration is for." I intended to have said "Certainly. That is what this presentation is for," meaning this exhibit.

The Chairman: Are you ready to proceed with the examination?

Mr. Stone: Mr. Chairman, if I might: we really closed last night, but it occurred to us we would like to ask one or two more questions.

Mr. Carter, in your testimony yesterday of the weight on drivers and tractive power, you made no comparison between the tractive power of an electric locomotive and that of steam. Is there any difference in regard to these two, in regard to their weight on drivers, and in regard to the tractive power?

Mr. Carter: Do you mean the ratio of weight on drivers to tractive power?

Mr. Stone: Yes.

Mr. Carter: No, the co-efficient of adhesion is practically the same, but with regard to the developed tractive power, it is much greater in the electric locomotive. Do you desire explanation?

Mr. Stone: If you will explain to the Board, so they will understand whether or not it would be of benefit to the company,

or whether they would lose anything if they substituted electricity for steam. Explain the value of the increase.

Mr. Carter: I think practically all mechanical writers and speakers of the day agree that locomotives in steam service, with the same weight on drivers, develop a much less tractive power than electric locomotives, and for the following reasons: a steam locomotive is made up of two reciprocating engines, and all reciprocating engines are in theory very uneconomical.

First, the maximum force applied to the piston is only maintained in the cylinder until, for the sake of expansion, the admission of steam is cut off. Therefore, the force applied in that cylinder rapidly diminishes during the revolution—the revolution of that side.

Next, on account of the position of the pin on the driving wheel, there may be a total absence of leverage. When the pin is directly between the cylinder and the center of the axle (that is, in the same line), the force exerted against the wrist pin does not tend to turn the locomotive. It is only when the engine on the other side of the locomotive propels the train off of what we call the center, that the real power developed in that cylinder begins to exert itself, and requires the driver to turn.

The greatest leverage is found either at the bottom or the top center. But, unfortunately, we have another element to counteract that leverage, known as the angularity of the rod. That is, when the pin is in position where the steam could exert the highest power, it is out of line, and the pressure of the piston is divided between the pin on one side and the guide on the other.

I can compare force exerted to a driving wheel on a locomotive to the turning of a grindstone. It is simply a push and a pull, a push and a pull. Now, if any of you have been so unfortunate as to have to turn a grindstone in your boyhood days, you know you would not apply the power all the time; it was intermittent. Now, in a steam locomotive it is the maximum power exerted at any point that causes an engine to slip.

An electric locomotive is a rotary engine, not a reciprocating engine. There is a constant turn and twist of the axle of the electric locomotive, therefore there is a constant application of the maximum tractive power, with the result that an

electric locomotive with the same weight on the drivers can pull a great deal more tonnage, a great many more cars than can a steam locomotive.

You will understand, that if there were any higher power or force developed by the electric locomotive at any point in the revolution of the wheel, it would slip in the same manner that the steam locomotive would slip; but, as I say, the advantage of the electric locomotive is that the force is not applied by impulse, but is a constant pull. You do not want any supporting authorities on that, do you?

Mr. Stone: If the other side questions it, we have plenty of authorities. Have you any large photographs of the modern locomotives of today that you could leave with the Board for their benefit or for their information?

Mr. Carter: Upon the presumption that it is permissible, I have photographs that I had made myself of the Erie "Triplex" locomotive, and unless it wants to be introduced as an exhibit, I will hand it over to the Secretary of the Board. It is simply an illustration on a larger scale of that locomotive.

Mr. Stone: It might be well to unwrap it and let them see it; it won't take but a moment. We all love it so that we want everybody to see it.

Mr. Carter: That is the "Vaterland" of American locomotives, or the "Olympic," whatever you like to call it. That is the largest articulated locomotive built. I will leave that with the Board to do with as they like.

Mr. Stone: Do you recall the weight on drivers—it is 756,000 pounds.

Mr. Carter: I have all the dimensions of the locomotive right here in my papers, if they are desired. I have here a picture of the largest single expansion locomotive built, known as the Santa Fe type; but this engine was built for the C. B. & Q., and the photograph was kindly loaned to me by the officials of the C. B. & Q. That locomotive is, I believe, the greatest locomotive that has ever been built, so far as a single expansion is concerned. That is a recent addition to the American locomotive. If, at any time, the Board desires any information as to the construction of a superheater, I have here a diagram showing exactly how a superheater is applied to a locomotive, and some information concerning the same. That is issued

officially by the American Locomotive Superheater Company.

Mr. Park: Those Erie engines have automatic stokers, haven't they?

Mr. Carter: I am quite sure that the "Triplex" has, but I am not so sure that the Santa Fe has. If it has not, it should have.

Mr. Byram: They have automatic stokers, all of them.

Mr. Stone: That is all, Mr. Chairman.

Mr. Carter: Pardon me, please. With your permission I thought yesterday that I had called attention to all of what appeared to be errors in this Exhibit 3, but I find I have overlooked some. On page 16 we give a rate for small locomotives, locomotives weighing less than 80,000 pounds on drivers, on the Alberta division, or mountain districts, of the Canadian Pacific Railroad, west of Fort William. If these locomotives were used there now, this rate would apply. I understand that small locomotives are no longer used on that district. I want to make these corrections because I do not want to convey a wrong impression. Understand, if the locomotive were used there it would draw this rate. Next, on page 18, we show that on all divisions a 4-4-0 engine is paid a \$5.20 rate. That was true, but they have recently put that engine in the yard as a switch engine. Understand, the statement is accurate, but they have taken that eight wheel engine out of road service and are now using it as a switch engine.

Mr. Phillips: What road?

Mr. Carter: On the Santa Fe, Prescott & Phoenix, near the bottom of page 18.

Mr. Sheean: If the Board pleases, the other day, when inquiry was made about the Northern Pacific, in whose schedule appeared the provision for an automatic release and in which the question was asked of Mr. Cadle whether it was not a fact that where a passenger train got off the track a thousand feet outside of the yard limits and three switch engines, one after the other, ran down there to see if they could help re-rail the train, where they could be of no assistance, and came back into the yard, each one of those crews, under this automatic release rule, claimed a day, as this was outside of their yard service, and every train crew in the yard put in a claim for a day, because of being run around. Upon one member of the Board stating that

he would be much interested to know whether those crews got what they claimed in money, I answered that I had no information but would endeavor to ascertain, and therefore Mr. Trenholm sent the following telegram to Mr. J. M. Rapelje, general manager, Northern Pacific Railway, St. Paul, Minnesota:

"In statement of schedule negotiations between trainmen of the Northern Pacific Railway and the management issued by your company, dated May 18, there appears, in second paragraph on page 86, instance where three switch engines went just beyond yard limits to see if they could help re-rail train and for which each crew claimed a day, because it was work outside yard service, and each train crew in yard put in their run around. Were these claims actually allowed? Will appreciate advice as to just what final settlement was.

"A. W. TRENHOLM."

Mr. Trenholm is in receipt of the following reply:

"St. Paul, December 3rd, 1914.

"A. W. Trenholm,

Chairman, Conference Committee,
Chicago, Ills.

Your wire second re instance quoted page 86 schedule negotiations. Men were paid amount of their claim, as, under technical schedule application, they could prove it. There were but two cases instead of three, as reported on page 86. Both switch engine crews received day's pay for the road trip and two road engine crews and one train crew were each paid two run-arounds.

J. M. RAPELJE."

Mr. Stone: I would like to ask, Mr. Chairman, if I may; were those two switch engines sent out by instructions of some official, or did they go down there out of curiosity?

Mr. Sheean: I will be very glad to send any telegram you may desire, or if it is desirable to go into it, to find what the facts are—as I stated, I have no knowledge of what the facts were at the time of the negotiation; but if you will formulate any telegram, I will be glad to send it or have Mr. Rapelje here.

The Chairman: I should be very glad to have that information. I was just about to ask the question when Mr. Stone asked it.

Mr. Stone: For every case of that kind that they will produce—and I do not question that there are such cases—we will guarantee to produce at least ten where legitimate time was not allowed by some officious time-keeper.

CROSS-EXAMINATION.

Mr. Sheean: Mr. Carter, referring to Exhibit No. 3, and turning to the diagrams beginning at page 10, take first, diagram number 1, in which is shown highest rate now paid for locomotives weighing less than 80,000 pounds on drivers. I believe you corrected this morning that statement that \$5.65 was now being paid on any such engine?

Mr. Carter: I said that if the locomotive was not there the rate was not being paid; but, if at any time, the locomotive was used there, it would be paid.

Mr. Sheean: That is the cause of the schedule provision that all locomotives, other than Mallet, if used on this mountain division, where there is a grade of 2½ per cent, would take this rate?

Mr. Carter: Yes, sir, I think you have quoted the schedule provision. I don't remember it.

Mr. Sheean: That is, this diagram is made of the Illinois Central engine known as number 1940, and if that Illinois Central engine or one of like dimensions was operated on this mountain division of the Canadian Pacific, it would take the rate?

Mr. Carter: If any locomotive weighing 80,000 pounds or less on drivers were operated on this mountain division of the Canadian Pacific, west, it would take that rate.

Mr. Sheean: Now "rate requested," as shown in your diagram, is \$4.50. Where, in your proposition, do you find a submission that an engine operated on a mountain division shall take a rate of \$4.50?

Mr. Carter: I think that yesterday I called especial attention to the fact that when these rates were inserted in these diagrams, no provisions were made for the differentials now paid in these rates for mountain service. Therefore, this only shows the rate now paid, not as it would be paid if we applied an additional differential on account of mountain grades.

Mr. Sheean: Then the last line of your summary of the diagram "Highest rate now paid," does not necessarily mean

that in any one of these diagrams there is any such rate being paid on any engine which is being operated?

Mr. Carter: At the time these diagrams were prepared I had an assistant, in whose efficiency I have great faith, insert the rates. We must depend and did depend upon the schedules in our possession, upon the blueprints showing the weight on drivers of these engines; and according to the schedules this would be the rate applied.

Subsequently, however, we discovered that on this division of the Canadian Pacific they had ceased using locomotives of these dimensions.

Mr. Sheean: All I meant was that this last line in which you say "now paid" does not mean literally, in any of these, that that rate is actually being paid.

Mr. Carter: I think I can say that on the El Paso & Southwestern, and possibly other roads, equally as high a rate is now paid. It may be that I am mistaken about that.

Mr. Sheean: All I meant was, that, with reference to your diagram, this next to the last line, "Highest rate now paid" did not necessarily mean that any particular engine was paying that rate, but rather that an engine of that type, if operated on a particular road or division, would take that rate.

Mr. Carter: The intention of that diagram—and I so instructed those who were inserting these rates—was that it must be a locomotive now in service on some railroad paying that rate. Wherever it appears now to have been inaccurate, it was clearly an error of the one inserting that rate. Understand, he had to depend upon the schedules. The schedule would indicate that that was true. Subsequent investigation, however, too late to have these diagrams reprinted, proved that on the C. P. R. mountain divisions no locomotives weighing less than 80,000 pounds were yet in use.

Mr. Sheean: "Yet" or "still" in use?

Mr. Carter: Still—I will say still and yet. It may be that tomorrow they will run one over there, and then it will be "yet."

Mr. Sheean: I suppose you have information as to just what the rate is on the particular engine which you diagram in each case?

Mr. Carter: Pardon me for trying to testify for the next witness.

The next witness will have a statement showing the weights on drivers of every locomotive, on every railroad, on every division.

Mr. Sheean: And will he also show what the rates are under the present schedules?

Mr. Carter: Yes.

Mr. Sheean: So that this statement of yours does not purport to show that any particular locomotive, or any particular number of locomotives, are actually drawing any of these rates?

Mr. Carter: This report purports to show the highest rate now paid on locomotives of the weights described in these diagrams, the information being taken from the schedules. If the schedules are wrong, or if they are deceptive, or if they have been misunderstood, then to that extent these diagrams are wrong.

Mr. Sheean: Mr. Carter, I did not intend my question to imply that they were wrong on the basis on which they were made; but I was simply trying to ascertain the basis; and if I follow you correctly, this statement was not designed to show, and therefore does not show that any particular number of engines take, in actual operation, any particular rate.

Mr. Carter: Not as to numbers.

Mr. Sheean: Or that any engine actually does take the rate shown here in actual operation?

Mr. Carter: That is the express purpose of this exhibit. If it is wrong, as I stated yesterday, we want it corrected, for our own information as well as that of the Board.

Mr. Sheean: Well, in diagram 2 you have also extended the same \$5.65 rate of the Canadian Pacific.

Mr. Carter: The same.

Mr. Sheean: Have you any information as to whether or not an engine of the type and style shown on diagram 2 is in fact operated on that mountain division of the Canadian Pacific?

Mr. Carter: I have since learned from a committeeman from that road that these engines are not now used there.

Mr. Sheean: Have you any information as to whether they were ever used there?

Mr. Carter: No, sir, I have not.

Mr. Sheean: Diagram 3 takes the same rate also, or is shown as taking the same rate.

Mr. Carter: So far as it applies to engineers, yes. Diagram 3, yes, in its entirety.

Mr. Sheehan: That same rate of the Canadian Pacific is also extended there?

Mr. Carter: In the same manner as in diagram 1, and in diagram 2.

Mr. Sheehan: Have you any information as to whether the engine shown in diagram 3, or an engine of that type, is now, or ever was used, on that division of the Canadian Pacific?

Mr. Carter: I understand now that it is not now used, but I have no information as to the character of engine used there formerly.

Mr. Sheehan: The same rate is also extended on diagram 4, and would the same answer apply as to diagram 4?

Mr. Carter: So far as the rates for engineers are concerned, but the rate for firemen, \$3.90 on passenger and \$4 on freight, I explained at the foot of page 25 in footnote 1, which I will read:

“Rates of \$3.90 in passenger and \$4 in freight (freight on ten hour basis) applies on same types of locomotives when firemen are run through from Roseville to Truckee, but when crews are changed at Blue Canyon, in freight service, the rates are \$3.40 (coal) and \$3.25 (oil), on eight hour basis.”

Mr. Sheehan: Have you, Mr. Carter, any knowledge as to whether the engine indicated by diagram 4, or an engine of that type, is actually operated on the mountain division of the Canadian Pacific?

Mr. Carter: Southern Pacific.

Mr. Sheehan: Oh, Southern Pacific? The \$5.65 rate is on the Southern Pacific, is it?

Mr. Carter: I am talking about the \$3.90 rate and the \$4 rate for firemen.

Mr. Sheehan: Oh, I see. Then the rate for engineers is taken from the Canadian Pacific schedule?

Mr. Carter: Yes, sir.

Mr. Sheehan: And the firemen's rate from the Southern Pacific schedule?

Mr. Carter: Yes, sir.

Mr. Sheean: And applied to an engine operated on the Chicago, Milwaukee & St. Paul?

Mr. Carter: I thought I explained yesterday that that was not the intent of the diagrams. Those rates only apply to the black line—the engine described in the black line preceding the rates, which say: “Highest rate now paid for locomotives weighing 140,000 and less than 170,000 pounds on drivers,” and as I explained yesterday, that statement has nothing to do with the fact that we have used a specific type engine for illustrative purposes, which engine is now in service on the Chicago, Milwaukee & St. Paul Railway.

Mr. Sheean: Well, Mr. Carter, I did not want to debate the question, but the fact is, is it not, that the engine which is diagrammed is an oil-burning engine on the Chicago, Milwaukee & St. Paul? The line, “Highest rate now paid for locomotives weighing 140,000 pounds and less than 170,000 pounds on drivers,” is taken from the mountain division of the Canadian Pacific, and the firemen’s rate extended opposite the same line, is taken from a division of the Southern Pacific?

Mr. Carter: Yes, sir.

Mr. Sheean: As to whether an engine of the type and style which you diagram is operated either on this division of the Canadian Pacific or on the division of the Southern Pacific, you have no knowledge?

Mr. Carter: I think I should be permitted to explain what I thought I had explained yesterday. In illustrating increased tractive power in these diagrams, I selected locomotives at random. It so happened that, to illustrate a locomotive on which we made certain requests for wages, I happened to select a locomotive in the service of the Chicago, Milwaukee & St. Paul Railroad. These diagrams were drawn; they were reproduced in zinc etching, and after this form was set, I asked the clerk to fill in the highest rate now paid for locomotives weighing 140,000 and less than 170,000 on drivers, without regard to the road.

Mr. Sheean: Well, Mr. Carter, I think there is no disagreement between us except as to the “now paid.” Is it or is it not a fact that the “now paid” as used on each of these lines means the rate which would be paid on some line if an engine of that sort were operated on that line?

Mr. Carter: No, sir, it does not mean that at all, because if that engine were operated on some roads it would take a much lower rate. It means that these are the highest rates now paid for locomotives weighing 140,000 pounds and less than 170,000 pounds on any railroad.

Mr. Sheean: Well then, Mr. Carter, can you tell when or where, or on what road, a rate of \$5.65 has been paid on an engine of that type and style?

Mr. Carter: I think the only way to determine that is to check it carefully to ascertain its accuracy. As I have already said, since this report has been printed, we have been informed by a committee from the Canadian Pacific Railroad, that, at the present time, engines of this weight are not operated on the mountain division of the C. P. R.

Mr. Sheean: Well, have you any information as to whether an engine of the type and style shown in diagram 4, was, or ever has been, operated over the division of the Southern Pacific, as to which you extend the firemen's rate?

Mr. Carter: I am advised by a gentleman who should know, that that is the fact.

Mr. Sheean: As to each of these diagrams, to the end, the same citation obtains, Mr. Carter?

Mr. Carter: No, sir.

Mr. Sheean: Well, let us take No. 5, in which you diagram a Texas & Pacific Railway Company engine, No. 5, diagram 5, at page 12. Have you any knowledge as to whether or not an engine of that type and style has been operated, or is now being operated over this mountain division of the Canadian Pacific which takes a rate of \$5.65 on all engines other than Mallet.

Mr. Carter: I have no knowledge on the subject, and the diagram does not indicate that.

Mr. Sheean: Have you any knowledge as to whether an engine of that type and style has been operated or is being operated on the railroad in which you find a schedule provision of \$3.90 in passenger and \$4 in freight, for firemen?

Mr. Carter: I have knowledge where a locomotive in these classes of service, weighing 170,000 pounds and less than 200,000 pounds on drivers, is now receiving the rates herein specified.

Mr. Sheean: And how many engines?

Mr. Carter: I have no knowledge as to the number of any engines in service, except as it may be communicated to me through other channels than that of this schedule.

Mr. Sheean: Well, then, Mr. Carter, without taking up the time to take these up one after the other in detail, will you tell us which ones of the diagrams do represent an engine as to which the rate which is actually paid upon that engine on the road where it operates, is set forth here?

Mr. Carter: The purpose of including the tables beginning on page 17 and extending to page 28, was to answer that question. I anticipated that some one would desire to know where these rates are paid. With the exception of the corrections that I have already made, I think all locomotives that now pay as high or higher rates than requested, will be found beginning on page 17, showing the name of the railroad, the type of the engine, the division of the railroad where used, and the rate now paid.

Mr. Sheean: Well by "now paid" you mean which would be paid if they were operated again, do you not?

Mr. Carter: My understanding is that the engines are there, with the exceptions I have mentioned. If I am mistaken I shall be glad to be corrected.

Mr. Sheean: Take diagram 1 at page 18, the detail of that, "Missouri, Oklahoma & Gulf. All divisions, a 4-4-0 and a 4-6-0." With a freight rate of \$5.20 extended opposite that, the sixth line down.

Mr. Carter: Read the question, please.

(Question read by the reporter as above recorded.)

Mr. Sheean: Have you any knowledge of their actually operating a 4-4-0 or a 4-6-0 in freight service on that road?

Mr. Carter: The only knowledge I have is that in the schedule of wages and working conditions a rate is fixed for that locomotive.

Mr. Sheean: Yes, so that if there were any locomotives of that type or style operated it would take that rate?

Mr. Carter: I think that applies to every rate in every schedule, and if you will pardon me for explaining, there is not a rate named in any schedule of wages, or any wage agreement, that does not imply that the payment of the rate depends entirely upon the use of the engine. For instance, on a certain railroad there may be a rate for a certain locomotive named in the

schedule. That implies that the locomotive is there. It certainly implies that if the locomotive is there the rate will be paid.

Mr. Sheean: Well, Mr. Carter, that is all that I wanted as to these tables. As to whether the implication from the appearance of a rate in a schedule was that that particular road had all the classes of engines to which that rate might apply. Take the Canadian Pacific schedule to which I adverted a moment ago, and its provision that all classes of engines other than Mallet shall take the \$5.65 rate. Does that imply that they do in fact have all classes of engines on that division?

Mr. Carter: On what road?

Mr. Sheean: The Canadian Pacific.

Mr. Carter: It does not necessarily imply that they have that class of engine on that division, but it does imply that that company has in its service that class of an engine, and, when used on that division, that company pays the rate specified.

Mr. Sheean: The provision of that schedule is, "All classes of engines other than Mallet." Does that schedule of the provision imply that they have all classes of engines?

Mr. Carter: I take it that you quote the language of the schedule. I do not remember it. But presuming that your quotation is correct; it means that all other classes of engines in use on that division, take the rate specified.

Mr. Sheean: Well, now, Mr. Carter, can you answer directly whether or not that implies that they do have all classes of engines?

Mr. Carter: I think I specifically stated yesterday that I have been informed by a committeeman, and I have stated twice this morning that I have been informed by a committeeman, that engines of this weight are not in service on those divisions.

Mr. Sheean: I was discussing the second provision. Does the second provision, which says that a certain rate shall be paid on all classes of engines, imply that that road in fact has all classes of engines in service?

Mr. Carter: It implies that all classes of engines that are in service, take those rates on that division, and if you will pardon me, the blueprints of this Canadian Pacific Road show a large number of engines of the weights named in diagrams 1, 2 and 3, and I am quite sure that the Canadian Pacific has engines—perhaps many engines, of that weight, and if at any

time they run one of them over this mountain division it takes that rate. I will say, however, that it is not unusual, when there is a specific differential on locomotives, unsecured through contract, for the railroads to pull certain engines off of that division covered by that differential, in order to avoid payment of that rate. Pardon me, can I explain a question that you asked?

Mr. Sheean: Certainly.

Mr. Carter: You asked me with regard to the rates shown for engineers and firemen on the Missouri, Oklahoma & Gulf, all divisions.

Mr. Sheean: Pardon me, Mr. Carter, but I did not ask you that question. My question was, whether you had any knowledge as to whether or not a 4-6-0 engine or a 4-4-0 engine was used in freight service on that road?

Mr. Carter: Yes, sir.

Mr. Sheean: What is the number of the engine?

Mr. Carter: I will first answer your question and then answer it my way.

Mr. Sheean: Well, if you please, answer mine first.

Mr. Carter: I said yesterday that it would be impossible for me to remember, or anyone else to remember, the exact details concerning any rate of payment of the 50,000 rates we will introduce here, and I invited the railroads to appoint representatives to meet with our representatives and check the accuracy of any statement, and I now challenge you to do that.

Mr. Sheean: Well, Mr. Carter, I am not quarreling with your statement.

Mr. Carter: You are discrediting it?

Mr. Sheean: No, I am trying to find out whether this rate which you examine is actually in operation and actually being applied to a particular engine or number of engines?

Mr. Carter: I say, yes, so far as I know.

Mr. Sheean: Well then, how many engines does the rate of \$5.20 apply to on this Missouri, Oklahoma & Gulf?

Mr. Carter: I have said I don't know how many engines.

Mr. Sheean: Well, if you don't know how many, how are you able to state that you know it applies to any engine actually being operated?

Mr. Carter: With your permission, I will explain. By

turning to page 95 of the schedules of wages for locomotive engineers, we find the following as Exhibit No. 1:

“Missouri, Oklahoma & Gulf Railroad.—Effective July 1, 1913.

“All classes of engines, per one hundred miles or less, except Mallets, \$5.20.

“Mallet engines, \$6.15.”

I have a blueprint here that is not our blueprint. It is one that has been handed to me here, and I have not marked it. Without being able to immediately locate the engine here, I will say to you, that on our blueprint we have a marginal note showing the exact page, or point, on the blueprint where that engine is described. This is not our blueprint.

“Engines weighing less than 80,000 pounds on drivers.”

The 4-4-0 engine is number 41 and 43. The 4-6-0 engine is numbered 45, and by referring to blueprint you will see that the Missouri, Oklahoma & Gulf do claim to have those engines in service.

Mr. Sheean: In freight service. That is what I asked you about. You do not extend any passenger rate, and you do extend a rate of \$5.20, and I want to know on what division, or where on the Missouri, Oklahoma & Gulf an engine of that type and style was actually paying the \$5.20 rate, and was being used in freight service?

Mr. Carter: Before answering that question I will ask permission to bring over here some 150 blueprints and a large number of reference tables, and I shall be glad to go into it with you; but I am going to suggest that it will save time if you will challenge every rate, and appoint a representative to check the accuracy of every one.

Mr. Sheean: Mr. Carter, I am not quarreling about rates. I am simply trying to ascertain from you if you know whether these rates are schedule rates, or whether or not they are rates actually being paid upon actual operations on any line.

Mr. Carter: I understood that they are actually being paid in actual operation, and if they are not, then the one who filled in these rates for me was mistaken.

Mr. Sheean: The man who filled in the rates filled them in from the schedules, did he not?

Mr. Carter: I think so; I am quite sure he did.

Mr. Sheean: And from that he filled in the rate which would apply to any engine of a particular type operated thereunder?

Mr. Carter: Yes.

Mr. Sheean: In preparing the table he had no knowledge or information as to the number of engines that were actually at any particular period of time paying any of these rates?

Mr. Carter: No, sir.

Mr. Sheean: That is all I wanted, so that there is no necessity of checking. If we understand that these are the rates which would apply if an engine of that type and style did operate under these schedules, that is all I want.

Mr. Carter: I suppose you recognize the fact that I am anxious that you should check.

Mr. Sheean: Mr. Carter, what is the probative effect, as you understand it, of a showing that an Illinois Central engine, if it operated over a mountain division of the Canadian Pacific, would in that mountain territory get a certain rate?

Mr. Carter: I do not show that, nor do I pretend to show that, and I think perhaps some members of the Board will understand that I have explained repeatedly—and I think Mr. Park thoroughly understands, because he assented yesterday when I explained—that I did not attempt to state that that rate was paid upon the Illinois Central engine, and I can repeat it again if you desire me to repeat it.

Mr. Sheean: In the tabulation which you say is to follow here, there will be shown the rate which is actually paid upon the engines which are being diagrammed?

Mr. Carter: As we understand it.

Mr. Sheean: And are you able to state whether or not the rate on this Number 1940, going back to diagram 1, in which you show under "highest rate now paid for locomotives," \$5.65—are you able to state whether or not the actual rate being paid on that actual engine is not \$4.40?

Mr. Carter: I do not want to make a reply that would leave the record to indicate that I assented to that proposition. I want

to state, and I believe, and until checked as suggested by me I am going to contend that the statement in the diagram is true.

Mr. Sheean: Well, I take it, then, that you could not now give to us here from any memorandum which you have accessible here and now, so that you could give it rapidly, the rates which are actually being paid upon the actual engines which are diagrammed?

Mr. Carter: I have that—not here.

Mr. Sheean: Unless you have it so that you can refer to it conveniently I would not take the time.

Mr. Carter: I have it very convenient.

Mr. Sheean: Well, then, if it is very convenient, I will ask you to refer to your memorandum and state whether it is not a fact that Illinois Central engine known as number 1940, and shown in diagram 1, is not being paid a rate of \$4.40 in passenger service and \$4.90 in freight service?

Mr. Carter: I shall ask the time of the Board to have some one go to our offices in the Great Northern Hotel and bring a large box of blue prints over here, bring all of our original data, and then, rate by rate, check them over; but again I think, in fairness to the Board, you had better question all of the rates.

Mr. Sheean: I am not questioning them at all.

Mr. Carter: Then check them with our representative, and allow the representatives of both sides to report to this Board which are accurate and which are not accurate.

Mr. Sheean: Before asking the question, I inquired whether you could conveniently state and had accessible here the actual rate on the actual engine which you diagrammed.

Mr. Carter: Yes, sir.

Mr. Sheean: And I understood you to say you could do it readily?

Mr. Carter: Yes.

Mr. Sheean: If you cannot, there cannot be any dispute about that, Mr. Carter.

Mr. Carter: With the permission of the Board we will have some one go.

Mr. Sheean: I will withdraw the question if—

Mr. Carter: Do not withdraw it on my account. With the permission of the Board I will have my assistants bring all the blue prints, all the supporting data, all the cross references here,

and we will begin at the first rate and go through the entire schedule; but I say to you, that if you appreciate the value of the time of this Board, you will accept my suggestion and appoint some representative to meet with our representatives and check all of these.

Mr. Sheean: I am trying to save time for the Board. All I will ask of you—and I will take your statement for it, if you will file as a part of your testimony the actual rate which is now being paid as shown by the schedule under which it operates—all I ask of you is to give me the rate on Illinois Central engine number 1940, the rate on the Wabash engine which is used as diagram 2, and show the actual rate paid on each of the engines actually diagrammed. I will permit that to be filed without further cross examination on the subject as a part of your testimony.

Mr. Stone: Mr. Chairman, if I may interject a remark here, it is our purpose to show by our next witness not only the information which the gentleman asks for, but also the present rate paid on every engine in the Western territory, and also the requested rate that our articles deal with, and I think it will give him all the information he is looking for.

Mr. Carter: I think it is due me as the witness to explain my purpose in apparently evading direct answer to counsel for the railroads; I fear his purpose is to have me compromise myself on one rate which will throw a cloud over the accuracy of all rates. Assuming that is the purpose of counsel for the railroads, I am trying to avoid his accomplishing that purpose.

The Chairman: Well, the Board will assume that you are all actuated by the very best motives.

Mr. Sheean: In the rates extended in your exhibit, or the part of the exhibit from page 16 through to page 28, I take it that in order to determine whether any particular rate shown in this column will, at the end of the day, or the end of a month or any other particular period of time, be more or less advantageous than any other rate there shown, you will have to know the rules under which that rate is applied?

Mr. Carter: Unquestionably.

Mr. Sheean: And even though a rate shown here as high as \$5.65, we will say, if extended to a schedule in which there was no allowance for preparatory time or terminal delay, either

initial or final, might not be as remunerative to the employe working under it as one who had a much lower rate, expressed in money but applicable to a basis in which allowances were made for these separate periods.

Mr. Carter: In the two cases cited, the rate of pay for operating a locomotive would be identical, but the earnings of the first would be larger than the earnings of the last, because he would receive pay for services that the latter performed but did not receive pay for.

Mr. Sheean: I think, Mr. Carter, that you have just reversed the order there. If we read the question and answer, I think we will understand each other, but you said first and last when you meant last and first.

(Questions and answers repeated by the reporter.)

Mr. Carter: In reply to that I will say that so far as the rate is concerned, the amount in dollars and cents expressed in the rate is a true index to the remuneration of the engineer and fireman, so far as his services in the operation of that locomotive is concerned, but on roads where they receive pay for preparing their locomotives, their earnings would be increased thereby, because on the one road the railroad does not pay for that service, while on the other road it does so pay.

Mr. Sheean: What I meant, Mr. Carter, was, briefly, this, that if you had an opportunity to take employment, at your own option, on two different lines of railroad, and you found the rate extended in the rate column on one at \$5.65, and the rate extended on another road at let us say \$4.75, in order to determine what your actual money compensation would be, you would want to see that schedule as to when time begins and ends, whether it provides for preparatory time, paid separately from the road trip, whether it provides for initial and final terminal delay, whether it provides that any intermediate switching on the road should or should not be paid, and all of these other rules to which we adverted here, in order to decide which of those two schedules would produce for you the greatest amount of money at the end of the month.

Mr. Carter: There is no question but what the rules affect the employment of the men, the wages and the amount of money.

Mr. Sheean: So, having a rate column, no matter how wide the spread of the rates in that rate column may be, you get no

true index as to how much will be received by the men and how much will be paid by the company until you know the underlying rules to which that rate applies; namely, when the day begins and ends, whether the engines are taken at the roundhouse or at the depot and whether or not preparatory time is or is not allowed, whether terminal delay is allowed, and, if so, how much, and all of the rules to which that schedule is applied?

Mr. Carter: Well, your proposition, presented through the question, is accurate. From my information and general knowledge of the practice I think you will find on those roads that are most liberal in rates, they are most liberal in rules. That is, if you find a railroad paying high rates you will find a railroad with liberal rules. It is generally the road that does not care to pay high rates that does not care to extend liberal rules.

Mr. Sheean: So that the road which has concurrently both liberal rates and liberal rules is paying out to its men both under the rules and under the rates?

Mr. Carter: There is no question of it, and for that reason we inject our saving clause.

Mr. Sheean: So that there is no possible way of bringing about standardization through merely having a rate standard, unless the base to which that rate applies is also standard?

Mr. Carter: The purpose of this movement—

Mr. Sheean: Can't you answer the question?

(Question repeated by the reporter.)

Mr. Carter: If your question refers to aggregate earnings, I will say no. If your question refers to rates, I will say yes, with your permission.

Mr. Sheean: My question, Mr. Carter, pertained to both rates and rules and was intended to cover the money which the railroad company paid, and the man received, for similar services or like services, if you please, on different railroads. In order to bring about uniformity, both in what the man receives and what the company pays, there must be a uniform basis to which the uniform rate applies, must there not?

Mr. Carter: I will say, in reply to that, yes. (Addressing Mr. Stone.) And I hope you will give me an opportunity to explain on redirect.

Mr. Sheean: I have enumerated a number of things that would have to be considered in determining, or to enable you to

decide, if you had this option to work upon either one of two roads, and in addition to the things I mentioned there are a number of other considerations, are there not?

Mr. Carter: Yes. The reputation of the railroad officials for fairness has more to do than the rate.

Mr. Sheean: And there are very many local conditions, therefore, that can only be ironed out by consideration of broad, equitable principles, rather than a hard and fast rule.

Mr. Carter: Yes. According to how the locomotives are kept; if they are in a bad condition, it is hard work for any man.

Mr. Sheean: The universal application of a hard and fast rule, not permitting of elasticity to meet peculiar equities, either on the part of the men or the railroads, brings about occasional injustice on both sides?

Mr. Carter: Perhaps occasionally, but not generally.

Mr. Sheean: Aside from these other considerations that have been mentioned, all of the rules, both as to basis of overtime or changing from one class of service to another en route, questions of when and where released, privileges as to turn-arounds, use for two or three trips, within a single twenty-four hour period, all enter into and affect the amount to be paid by the railroad company and the amount received by the men under the schedule?

Mr. Carter: Yes.

Mr. Sheean: Now, Mr. Carter, turning for a moment to the provisions of Article 2, in which the rates of pay are set out, I note that, in Article 2, the minimum payment, both for engineers and firemen, is fixed for locomotives weighing less than 80,000 pounds on drivers; while, under Article 4, the rate fixed in switching service is on engines weighing less than 140,000 pounds on drivers. Will you tell us, briefly, why, in switching service, the minimum is fixed at 140,000 pounds, while on road service four different classes of engines are provided for between 80,000 pounds and 140,000 pounds?

Mr. Carter: It was believed by our committee, the committee that drafted these propositions, that the ratio of labor and responsibility did not increase the same—or, rather, to express it more accurately, the responsibility and labor on switch engines did not increase in the same ratio as it did on road engines, of the same weight on drivers. The purpose, as I

understood it, in making two rates on switch engines, was, first, that it is more labor and greater responsibility to operate large locomotives in switching service than to operate small locomotives. The second purpose, as I understand it, was to compensate the railroads for the abandonment of the practice of maintaining first and second class yards. At present, switching service is based, on many roads, on first and second class yards. The contention of the railroads, made at the time that they paid a less rate in the so-called second class yards, was that the work in those yards was lighter, that they used lighter locomotives and therefore there should be a differential in the rate. We contend that by making two rates, a rate on an engine weighing 140,000 pounds on drivers less than the rate on switch engines weighing more than 140,000 pounds on drivers, we accomplish practically the same purpose as the first and second class yards, for never, if they can help it, do railroads use the largest switch engines in yards of minor importance. Therefore, you will find, if this proposition, as applied to switch engines, is granted by the Board, in the yards now paying second class rates you will find the locomotives are less than 140,000 pounds on drivers, therefore they will take the low rate. In yards where they are operating the larger engines, you will find generally now they pay the higher rate; but at any rate, the size of the locomotive is a true index of the work that locomotive is expected to perform. In this day of highly efficient management, you would hardly find a railroad official who would place a huge switching locomotive in a yard of minor importance and a small switching locomotive in what is now known as a first class yard, that is, if they had these two classes or two weights of switching locomotives in service.

Mr. Sheean: Now, Mr. Carter, all I wanted to get was why you had two different starting points; you start at 80,000 pounds in road service and carry it up four separate steps; you start at 140,000 pounds in the switching service, and anything below 140,000 pounds takes a uniform rate. What I wanted by the question was to know why you take a different starting point in the two classifications?

Mr. Carter: Because in road service the increase of responsibility and labor is more rapid, requires more graduations, than in the switching service. It is scientifically correct.

Mr. Sheean: I was trying to get the starting point, first—anything less than 80,000 pounds on drivers you start as taking this minimum rate, no matter how small, even down to the little narrow gauge 22,000 pounds on drivers?

Mr. Carter: No, sir. We have a special provision for rates on narrow gauge locomotives.

Mr. Sheean: Well, then, down to the 40,000 or 50,000 pounds, we will say, the standard—you start there; these little branch line runs; and you start at the basis of pay to the engineer of \$4.50 and to the fireman of \$2.90, for anything below 80,000 pounds on drivers. That raises, does it not, your starting point; it starts out with a considerable step above the present minimum for the small engines?

Mr. Carter: We establish a minimum weight on all locomotives weighing less than 80,000 pounds on drivers.

Mr. Sheean: Well, now, Mr. Carter, the less than 80,000 pounds on drivers engines are very largely the small type of engines used on branch lines or on the lines with lighter traffic, are they not?

Mr. Carter: Yes, sir.

Mr. Sheean: Very largely comprised of those?

Mr. Carter: Yes, sir.

Mr. Sheean: The rates which are paid at the present time, the rates which are paid for these small engines, were fixed by an arbitration in 1910, as to the firemen, were they not?

Mr. Carter: No, sir. The arbitration of 1910 simply added—

Mr. Sheean: (Interrupting:) Well, they added fifteen cents to the then rates and established those rates at that time?

Mr. Carter: I think not. I think the complaint of the railroads was that we did not adopt any standard or basis for wages.

Mr. Sheean: Well, Mr. Carter, in 1910 all of these small engines on the branches of the various roads, as a result of that arbitration, were allowed fifteen cents a day more than their then rate?

Mr. Carter: Yes, solely on account of the increased cost in living.

Mr. Sheean: Now, then, since 1910, to the present date, has there been, on these less than 80,000 pounds on driver en-

gines, any change in the work or the responsibility or the productive efficiency of those engines?

Mr. Carter: I think it will be demonstrated to the satisfaction of counsel for the railroads that on all railroads there is a tendency to get more work out of that locomotive now, than ever before. I think you will find that, on that branch, the fireman can purchase less and the engineer can purchase less of the necessaries of life, with his wages today, than before he received that last increase.

Mr. Sheean: Well, Mr. Carter, you are referring now, I take it, to the increased cost of living?

Mr. Carter: That is why that rate was granted.

Mr. Sheean: Was that in the award, why it was granted?

Mr. Carter: It was in the disputes that arose out of the award. It is an official record, however.

Mr. Sheean: Now, Mr. Carter, I understood you yesterday to say that this claim for graduation and so on was based upon three elements, as I followed you, increased labor, increased responsibility and increased efficiency, productive efficiency. Now, as to locomotives weighing less than 80,000 pounds on drivers, has there been, since 1910, any change, either in the work or responsibility or increased productive efficiency?

Mr. Carter: Without being specific, I will say yes, in responsibility and in productive efficiency.

Mr. Sheean: Have you in mind any particular operation on any particular branch or road where these light engines are now operated on a different basis or in a different way than they were in 1910?

Mr. Carter: At this time I am unable to refer to any specific instance, but I think the general trend has been to require more care of the locomotive engineer and fireman since this "Safety first" movement was started. I think that almost every day engineers and firemen are cautioned above all things to observe the safety first rule. In order to comply with these requirements, the engineers and firemen are exerting themselves, so far as responsibilities are concerned, more now than ever. I think you will also find, generally speaking, that on all locomotives, more work is performed by those locomotives than was expected of them four years ago.

Mr. Sheean: Mr. Carter, do you mean that the slogan of

“safety first” has, since 1910, caused the engineers and firemen to change their habits with reference to safety, efficiency and desirable operation?

Mr. Carter: I think it has changed the employes and changed the officials much more. Things that were done four years ago, before this “safety first” movement started, are not done any longer.

Mr. Sheean: And that is measurable in dollars and cents to the engineers and firemen?

Mr. Carter: It is measurable, so far as a man receives pay for his responsibility. It is not measurable so far as the amount of coal shoveled is concerned, but as it requires an engineer or fireman to observe more stringent rules, so does it add to his responsibility.

Mr. Sheean: And rules designed to bring about the result of “safety first” are, you think, legitimately measurable in increased compensation to the engineer and fireman?

Mr. Carter: Yes. The installation of automatic signals is one of the greatest “safety first” movements we have ever seen; and yet there is nothing that has added more to the responsibility of engine crews than the installation of automatic signals.

Mr. Sheean: Is it your judgment, that an engineer and fireman operating on a railroad with automatic signals should receive a higher wage than an engineer and fireman operating on a railroad that is not protected by automatic block signals?

Mr. Carter: I would say no.

Mr. Sheean: Is it your judgment, that an engineer and fireman operating upon a railroad which does not specialize on “safety first” should receive a lower wage than on one which does operate under that doctrine?

Mr. Carter: No.

Mr. Sheean: Why do you take the base of 80,000 pounds as a starter?

Mr. Carter: My understanding of the purpose of the committee was to fix a minimum weight and a minimum wage for those classes of locomotives that have practically disappeared from main line service. It really makes a low rate on branches where the density of traffic is inconsiderable. It would be the same as saying that the main line rate does not apply to branches, and therefore meet the objection of the railroads to

paying the same rate on minor branches. I think you will find, as you stated a while ago, that on these minor branches they have these locomotives weighing 80,000 pounds or less on drivers, and this minimum low rate applies on those branches.

Mr. Sheean: And you start with a minimum applicable on branches, at 25 per cent higher, in the west, in the firemen's case, than the rates which were awarded you for main line service in the east?

Mr. Carter: I do not think there is any way of comparing a flat rate of wages of \$2.90 to an increase of 15 or 30 cents.

Mr. Sheean: In the east, I said.

Mr. Carter: How is that?

Mr. Sheean: Please read my question.

(The stenographer read the question as above recorded, as follows:)

“And you start with a minimum applicable on branches, at 25 per cent higher, in the west, in the firemen's case, than the rates which were awarded you for main line service in the east?”

Mr. Carter: I did not know that that was a fact. If you state it as a fact, I will accept it as being a fact.

Mr. Sheean: You start, as a beginning point, which you say practically means branch line service in the west, at the minimum wage of \$2.90 for firemen in passenger service, do you not?

Mr. Carter: What page are you reading from?

Mr. Sheean: Article 2 of your submission.

Mr. Carter: Page 2?

Mr. Sheean: I am not sure that this is paged the same as yours. Article 2, the first line: 80,000 pounds on drivers, firemen \$2.90.

Mr. Carter: That is in passenger service?

Mr. Sheean: In passenger service.

Mr. Carter: Yes.

Mr. Sheean: And the award in the east, on less than 80,000 pounds, was \$2.45, was it not?

Mr. Carter: Without referring to it I will accept your statement as being accurate.

Mr. Sheean: And that covered the main line operations of the east?

Mr. Carter: Yes.

Mr. Sheean: Where the traffic is really much denser in the west, generally, even main line traffic, is it not?

Mr. Carter: If you say so, I will accept that as a fact.

Mr. Sheean: Do you not know that? You have made a good many comparative figures here as to trainloads and carloads.

Mr. Carter: I think you will find, on some of the roads entering Chicago, that are parties to this movement, as high a congestion of traffic for the number of tracks as at any place in the world.

Mr. Sheean: Speaking of the territory as a whole, you know, do you not, that both the carload and the trainload of the east is greater than in the west?

Mr. Carter: Carload and train load, I think that is true.

Mr. Sheean: And starting with a 25 per cent basis—a basis in the west of 25 per cent more than the award in the east, you make your first jump from 80,000 pounds to 100,000 pounds, a greater spread than the spread in the east, do you not?

Mr. Carter: I have not compared it. I presume that that is correct. You are reading from the Eastern Award, I understand.

Mr. Sheean: Now, as the weights on drivers increase, are the contributions of the engineer and fireman just the same progressively with increasing weights on drivers?

Mr. Carter: That is a matter of opinion. I think the contributions should be credited to both the engineers and firemen.

Mr. Sheean: On a percentage basis?

Mr. Carter: That might be a matter of dispute, but we are willing to accept the proposition that it is equal.

Mr. Sheean: That it is equal?

Mr. Carter: I mean to say—

Mr. Sheean: Pardon me until I straighten that out. By "equal" do you mean progressing at the same proportion that characterizes them at the starting point, or progressing by the addition of like sums in the steps that you take?

Mr. Carter: I do not think it was the purpose to be accurate in either of those comparisons; but I think you will find that as a train gets heavier, as the railroads require the same

locomotives or other locomotives to pull more tonnage, both the engineer and the fireman contribute to the result, that the labor cost on that train has greatly diminished, and that the productive efficiency of that train has greatly increased.

Mr. Sheean: I was just going along, on your productive efficiency doctrine, to try and ascertain from you whether in your judgment the contributions of the two men in the cab were equal.

Mr. Carter: They are not exactly the same. For instance, a fireman on a small locomotive hauling a given tonnage, does not perform as strenuous labor as on another locomotive of the same mechanical condition hauling tonnage as near its capacity as the smaller locomotive; while, on the other hand, I think you will find that it is increased responsibility instead of increased labor that bears heaviest on the engineer. Now, I have not attempted to analyze just how that should be segregated.

Mr. Sheean: If you have not made any analysis or study as to why these steps are made at these different breaking points, I do not want to cross-examine you upon that; because, Mr. Carter, there is no schedule anywhere in the world, is there, so far as you know, in which engineers are paid upon the basis of spread at the points that are indicated here?

Mr. Carter: I think you will find that practically that is true, regardless of how the locomotives are classified, and I think the next exhibit will demonstrate that fact.

Mr. Sheean: Are you prepared to tell us why the breaking point was made between 80,000 and 100,000 pounds? Just what is there in productive efficiency which exists at 100,000 pounds and does not exist at 99,000 pounds?

Mr. Carter: I suppose that if we should apply that theory with its greatest exactitude, we would have a rate for every pound.

Mr. Sheean: Every pound?

Mr. Carter: Every pound; but it was considered inadvisable to do so. In order to reduce the rates to a minimum, we grouped the engines in certain groups, in accordance with their tractive power, or the weights on drivers.

Mr. Sheean: If that be true, that it grows progressively with each pound, then can you explain why you first go from 80,000 pounds to 100,000 pounds, with a spread of 20,000 pounds,

and the next step is taken from 100,000 pounds to 140,000 pounds, or a step twice as long as the preceding one?

Mr. Carter: I think you will find that the ratio of the wage increase is less than the ratio of the weight on drivers increase; and we do not contend that the labors and responsibilities of the engineer and fireman increase as rapidly as does the tractive power, or as does the productive efficiency. There has been no attempt to double the wage request with the doubling of the weight on drivers. It has only been a tendency to compensate the engineers and firemen in proportion to their increased responsibilities, increased labors, and the increased productive efficiency.

Mr. Sheean: That does not answer the question that I have intended to ask you, namely, why, starting with 80,000 pounds, you take the first breaking point in your scale as 80,000 pounds and less than 100,000 pounds, the second one as between 100,000 pounds and 140,000 pounds—why the 20,000 pounds spread in the first step and the 40,000 pounds spread in the second?

Mr. Carter: You mean in this proposition?

Mr. Sheean: Yes, in your proposition.

Mr. Carter: There seems to be a desire on the part of the engineers and firemen for some standardization of locomotives, so that comparisons can be made accurately between rates paid by different railroads; and I am quite sure that the reason these different groupings of weights were adopted, was because, in the east, the arbitration award for firemen fixed these weights.

Mr. Sheean: You are back of the classification in the east also. Assuming for the purposes of this question that both of us agreed that a division based on weights on drivers was a proper basis for measuring compensation, if you suggested to me, "Well, we will start out and make a step of 20,000 pounds as the first step, but the second step will be 40,000 pounds," just what reason would you give for making the second step twice as long as the first, and then the third step from 170,000 to 200,000, or a 30,000-pound break?

Mr. Carter: I think it was the idea of the committee to establish certain points at which the rate would change, but I must confess that I do not know why those differences were originally established.

Mr. Sheean: There is nothing in the actual practice that puts any of these places as breaking points on freight engines, is there?

Mr. Carter: I think the sub-committee that originally drafted this request had in mind a similar distinction of wages already existing because of locomotives of those weights.

Mr. Sheean: So far as the engineers are concerned, the minimum request that they have made, where they attempted any grade, was what was below a 20-inch cylinder, was it not?

Mr. Carter: Where was that?

Mr. Sheean: In the eastern case. I do not mean the award, but what they asked for.

Mr. Carter: I have their request here; but without looking it up I will say that I presume you are right. If you are not right, I imagine we will both of us be corrected.

Mr. Sheean: And the higher rate in their request in the east was only after the cylinder was above 20 inches? That was the break between the minimum and the higher rates.

Mr. Carter: I think so.

Mr. Sheean: And, taking a 20-inch cylinder as a starting point in your scale of rates, that would take the weight on drivers clear up to 200,000 pounds, or close to it, would it not?

Mr. Carter: I think you will find that when wages are based on the size of the cylinder, it is very unscientific, for this reason—

Mr. Sheean: I do not want to go into that. I am simply trying to find out whether a 20-inch cylinder would not take you clear up to about 200,000 pounds weight on drivers?

Mr. Carter: I should hate to answer that question, because I do not know. I have not compared the requests of the engineers in the eastern arbitration award with our request.

Mr. Sheean: You had some cylinder basis at one time, did you not? I am trying to get at a general idea of about how high in weights on drivers a 20-inch cylinder will take you.

Mr. Carter: A 20-inch cylinder on an engine built to carry 225,000 pounds of steam—

Mr. Stone: Whoa!

Mr. Carter: I beg your pardon—I mean 225 pounds of steam—such an engine I imagine would weigh perhaps 170,000 pounds on drivers.

Mr. Sheean: Let us take it at 170,000 pounds then.

Mr. Carter: I do not know that that is true. The weight on drivers, however, would increase, with the same cylinder, in proportion to the increase in steam pressure. Now, you might find a locomotive weighing 175,000 pounds on drivers, carrying 225 pounds of steam pressure, yet having the same size cylinder as another locomotive, say, weighing 125,000 pounds on drivers, and, roughly speaking, carrying 165 pounds of steam.

Mr. Sheean: Now, Mr. Carter, all that I wanted on that question was whether or not this 20-inch cylinder request of the engineers, that anything above a 20-inch cylinder should take a higher rate, would not fix their starting point with the break for higher rates at somewhere along about 170,000 pounds, anything below that to take this lower rate.

Mr. Carter: You mean their request in the east?

Mr. Sheean: Yes.

Mr. Carter: You understand they are not making that request here?

Mr. Sheean: Oh, I am quite confident of that: I have not any doubt about that; but I was wondering why, making a request which started at 170,000 pounds as a minimum, they now start down at 80,000 pounds, and by successive jumps scale up to what was considered the minimum two or three years ago?

Mr. Carter: I could not answer that question except to say that by changing the basis of rates of wages of the engineers, as requested by the engineers, to the basis demanded by the railroads, would require a change of the arrangement of some of these locomotives.

Mr. Sheean: Mr. Carter, you do not know of any railroad do you, that ever demanded that you should fix as your starting point a minimum at 80,000 pounds on drivers, and pay a progressive scale from there on up?

Mr. Carter: No, I do not think that was ever fixed upon.

Mr. Sheean: If you have any misapprehension about it, we are perfectly willing at this time to have you amend your request and start at the 170,000 pound minimum that was covered by the request in the other case.

Mr. Carter: Could we change it to 50,000?

Mr. Sheean: I do not think it would make any particular difference as to what the request was; but if you wanted to

waive the graduation as to 80,000 pounds, and put it up to 170,000 pounds, I do not think there would be any objection to your doing that.

Mr. Carter: I think the engineers were mistaken in their request, as set forth in your question. I think they were convinced of their mistake by the arguments offered by the railroads in that arbitration, and I think they have tried to rectify their mistake.

Mr. Sheean: Taking these successive breaks here, starting at 80,000 pounds and breaking at 80,000 to 100,000, and from 100,000 to 140,000, and from 140,000 to 170,000, and from 170,000 to 200,000 and so on, I thought perhaps you had in mind some scientific reason for making the breaking points as indicated on this scale.

Mr. Carter: No, there is no reason for having it exactly that way. They might have said less than 75,000 pounds to 90,000 pounds. They might have so changed it, and perhaps have had arguments to offer why the change was right.

Mr. Sheean: The fact about it is, is it not, that there are many eight wheelers, some of them weighing about 75,000 or 76,000 pounds, and others weighing about 82,000 pounds, up to as high as 87,000 pounds, and there is no practical difference either in the work of these men on these engines, their responsibility, or what those eight wheelers produce, which now are taking a uniform rate?

Mr. Carter: I think you will find that that applies to all divisions of weights.

Mr. Sheean: Just at your starting point, there are a great many eight wheelers that run about 75,000 or 76,000 pounds, are there not?

Mr. Carter: I presume so.

Mr. Sheean: And a great many about 82,000 or 83,000 or 84,000, are there not?

Mr. Carter: I think so.

Mr. Sheean: And under present operations on these branch line roads, those little eight wheelers, through all those gradations of weight, are taking the same rate?

Mr. Carter: I think you will find that the fact that the locomotive is an eight wheel engine has not been considered at all in drafting this proposition.

Mr. Sheean: Oh, I am not questioning the proposition now. I am simply seeking to elicit whether you do not know it to be a fact that many eight wheel engines weighing 75,000 or 76,000 pounds are generally in use, and on the same line there are many other engines of the same general type, weighing 82,000 to 85,000 pounds, performing practically the same kind of service?

Mr. Carter: They would not do that.

Mr. Sheean: They would not do that?

Mr. Carter: I think you will find that wherever a locomotive is capable of producing a greater revenue because of its greater weight, that revenue is produced, if it is possible to produce it.

Mr. Sheean: I think you said these eight wheelers are very largely on these branches out here in the western territory?

Mr. Carter: Yes.

Mr. Sheean: Do you know any of these branches where any railroad is fortunate enough to be able to get the tonnage to load its branch engines up to capacity?

Mr. Carter: On some branches—and many branches, as I understand it—the locomotive pulls all it can pull.

Mr. Sheean: Well, now, I would just like to know where that particular branch is, if you can name it?

Mr. Carter: Without qualifying as an expert on that matter, I will say that personal testimony will be offered by men who are engaged in that particular class of work.

Mr. Sheean: Well, you do know, Mr. Carter, do you not, that in the eight wheel class of engines, on a line that has a good many branches, say like the Rock Island, a great many of those engines will weigh 75,000 pounds and 76,000 pounds, and a great many 80,000, 82,000, 84,000 and 85,000 pounds, which now in operation are taking the same rate?

Mr. Carter: I think you are mistaken in that statement.

Mr. Sheean: I do not intend it as a statement. I wanted to find out from you whether it was a fact.

Mr. Carter: Well, you present it as a statement and ask me if it is true?

Mr. Sheean: Yes.

Mr. Carter: I think you are mistaken. I think you will find in the next exhibit there are two or three rates on eight

wheel engines falling within one group, where we are now asking for one rate on the three. I think you will find that the rates in wages have been fixed without rhyme or reason. You will find two locomotives on the same road—an eight wheel engine carrying a less weight than perhaps a ten wheel engine, when a ten wheel engine—let me repeat that. You will find on some roads an eight wheel engine with a less weight on drivers—I wish I had the exhibit here. As I picture it to my mind, as I have seen it in the exhibit, you will find an eight wheel engine drawing a higher rate—I can't get it right. You will find a ten wheel engine drawing a higher rate than an eight wheel engine, while the eight wheel engine is the heavier of the two on drivers. Now, if that is not inconsistency in the arrangement, I don't know what it is.

Mr. Sheean: Well, Mr. Carter, the one thing I was trying to elicit was whether or not you did have any personal knowledge on the question, whether just below the 80,000 and just above the 80,000 there were a great many engines in this western territory which now take the same rate?

Mr. Carter: I will say yes, and say that applies to every other engine and every other rate requested. For instance, you take 170,000 pounds, you will find at the present time there are engines weighing 160,000 pounds that are paying the same rate as an engine weighing 180,000 pounds.

Mr. Sheean: And there is not in this presentation, so far as you are able to state, any scientific reason, or any particular reason, why you take 140,000 pounds instead of 150,000 or 160,000?

Mr. Carter: I think the committee endeavored as best they could to fix a fair grouping of locomotives, without regard to any scientific value.

Mr. Sheean: Well, what I meant by scientific value was, whether on any basis of fairness, there was any particular reason, on a basis of fairness, why it should be 140,000 rather than 150,000 pounds?

Mr. Carter: I think, without saying it to be a fact, that the engines on our present rates, or the rates that were present at that time, were graduated in some manner akin to the graduation of rates on drivers. I think you will find that.

Mr. Sheean: But you are not able to tell the manner in

which they were akin, whether by consanguinity, matrimony, affinity, or otherwise?

Mr. Carter: I think the purpose of the committee was to so divide the weights on drivers into groups, so that it would be fair to everybody.

Mr. Sheean: But you cannot give us what were the reasons which led to the conclusion of being fair to anyone?

Mr. Carter: I was not on the committee.

Mr. Sheean: Now, can you indicate any point in these weights on drivers at which the relative contributions of the engineer and fireman to productive efficiency undergoes any change?

Mr. Carter: Pardon, me, I did not get the question.

Mr. Sheean: Read it, Mr. Leonard, please?

(Question read by the reporter as above recorded.)

Mr. Carter: I shall read the first paragraph of Exhibit Number 3:

“Upon the presumption that the rates of wages of Engineers and Firemen should increase in proportion to the task they perform, in proportion to their earnings for their employers, in proportion to their productive efficiency, a scientific basis of fixing the wages of Engineers and Firemen would be the Tractive Power of locomotives. Beginning with a minimum wage on the smaller locomotives, a wage commensurate with all conditions and duties, and adding thereto as the tractive power of the locomotive increases, should be fair to both the Railroads and the Enginemen.”

Mr. Sheean: Now, Mr. Carter—will you read the last question, Mr. Leonard, please?

(Question read by the reporter as follows:

“Now, can you indicate any point in these weights on drivers at which the relative contributions of the engineers and firemen to productive efficiency undergoes any change?”)

Mr. Carter: I think that the increased tractive power is a true index to the increased productive efficiency.

Mr. Sheean: Well, does that go along step by step of the same things as between the engineer and the fireman, through the entire schedule?

Mr. Carter: Well, I will confess to you that I have not given that matter any thought.

Mr. Sheean: None whatever?

Mr. Carter: I mean to say that I have not attempted to make any comparison as to the difference in degree of increase in productive efficiency of the engineer and fireman.

Mr. Sheean: Well, it is based entirely in this scale upon increasing tractive power?

Mr. Carter: So far as productive efficiency, yes.

Mr. Sheean: Well, then, why in your request for electric service, on the next page, does the increase of the motorman progress from \$4.50 to \$5.60, while that of the fireman remains stationary all the way through at \$3.35?

Mr. Carter: You will have to ask the committee that fixed that standard rate. I don't know.

Mr. Sheean: Your thought is that it should go progressively on a tractive basis and not by the contribution of their labor to the result?

Mr. Carter: If I had been fixing the rates and basing the rates on productive efficiency I would say the same rate in steam service should apply to electric service, and I think I stated that several times while that proposition was being discussed.

Mr. Sheean: So that, basing it entirely on productive efficiency, you would not, Mr. Carter, make any differential as between a fireman who turned an oil spigot and fired by oil and a man who shoveled coal into a firebox?

Mr. Carter: So far as responsibility—

Mr. Sheean: I am talking about their wages. You would make no difference in wages between a man who turned an oil spigot and a man who shoveled coal?

Mr. Carter: I would say that there should be no difference, because I think you will find in practice that while the actual labor—the physical exertions of the fireman on an oil-burning engine is inconsiderable, I think there are some other duties added which would entitle him to special recognition, particularly so when it is shown that when a railroad changes from coal to oil they increase the earnings for the railroad and decrease the labor cost per ton mile.

Mr. Sheean: Well, by the like reasoning, Mr. Carter, would

you reach the conclusion that whether a coal-burning engine was automatically stoked or hand stoked, it would make no difference in the pay of the fireman?

Mr. Carter: While the proposition makes no distinction, I think as this case develops we shall agree that where a perfect working mechanical stoker is in service on a locomotive, even though it falls within the weights prescribed in this proposition, we would not expect two firemen to be employed.

Mr. Sheean: But you would expect a fireman on an automatically stoked engine to receive the same progressive advances in pay, based on weights on drivers, on engines weighing less than 185,000 pounds, as the fireman would receive who, by his muscle, shoveled the coal into the firebox?

Mr. Carter: Yes.

Mr. Sheean: Then, I take it, that even on oil-burning engines, where nothing but oil was ever consumed, that you make no distinction in the pay of the firemen between that man and the one who shovels the coal?

Mr. Carter: No, sir.

Mr. Sheean: So, also, the installation of any superheater arrangement that lessened the shoveling of coal would not in your judgment—if it did lessen the shoveling of the coal, would not in your judgment affect in any manner the compensation which the fireman should receive under your proposition?

Mr. Carter: Without agreeing to your statement presented in your former question, that it does decrease the shoveling of the coal, my answer is that the rate should be the same.

Mr. Sheean: Any device, then, Mr. Carter, which lessens in any way the physical labor which the fireman now performs would not receive any recognition or change in any way the basis or the rates of pay embodied in this request?

Mr. Carter: No, sir, because I think it will be found that even where electricity is substituted for steam that the productive efficiency is greatly increased, and even at the same rates of pay the labor costs are greatly decreased, that it would be a reversal of what is considered fair economic law for the employer to take advantage of the machine that brings in greater returns to decrease the wages of the employe who operates that machine. I know there is a tendency to get work performed as low as it is possible, and I am quite sure that the

railroads would demand that a locomotive engineer who was relieved of the responsibility of keeping water in his boiler—seeing that the boiler does not explode, if you like—should receive less wages than that same engineer did on that same train when operating a locomotive propelled by steam. But we disagree with the railroads in any such contention. We contend that if an engineer and fireman are employed on a certain division in the performance of a certain character of work, the transportation of tons of freight, that if some inventive genius finds that more tons of freight can be transported over the same division, with the same engine crew, by substituting an electric locomotive for a steam locomotive, we dissent to the school of economy that would permit the railroads to reduce the wages of that engineer and fireman.

Mr. Sheean: Assuming that the wages which an engineer and fireman are drawing is a fair and proper wage, and assuming that this same inventive genius produces greater productive efficiency—doubles the productive efficiency, without imposing additional labor or responsibility upon either engineer or fireman, in such event, would you still claim that the engineer and fireman were entitled to an increase in their rates of pay merely because of the increased productive efficiency?

Mr. Carter: I contend (as do practically all employers) that labor cost is an important factor in the cost of any production, and that the American railroads should not take advantage of any electric locomotive to profit at the expense of the engineer and fireman. To that extent, I believe that there should be a profit sharing.

Mr. Sheean: And are you willing to place your wages at this time upon a profit sharing basis with the railroad companies?

Mr. Carter: I think if we would have jurisdiction over the manner in which the profits are disbursed we would agree to that.

Mr. Sheean: Now, in case the tonnage of a locomotive is increased by a change in grade merely—

Mr. Carter: I did not get that.

Mr. Sheean: In case the tonnage is increased merely by the elimination of the grade, and thereby the tonnage of that train and the productive efficiency of the crew which hauls it is

doubled, on your theory the train crews which continue regularly to haul it are entitled to share in that increased productivity?

Mr. Carter: No, sir. I think that the comparisons between productivity should be comparisons under the same conditions. I will agree with you that the productivity of a certain locomotive in very inferior mechanical condition is much less than the same locomotive or the same type of locomotive that is in perfect mechanical condition. I do not think it would be fair to the railroad or fair to the employe to vary the rates according to the mechanical condition of the locomotive, although the productive efficiency of that locomotive will vary.

Mr. Sheean: My question, Mr. Carter, was not on the change in the locomotive. I said in case grades and curves on a particular division of a railroad were eliminated, so that the engineer and fireman were able to handle twice the tonnage over that division that they were before, do you consider they are entitled to a part of the additional productivity which is brought about by thus straightening the road and reducing the curves?

Mr. Carter: Yes, under the theory of profit sharing.

Mr. Sheean: Well, under the theory on which this proposal is based, of grading rates of pay on the basis of weights on drivers.

Mr. Carter: In the second line of the paragraph we state that:

“This basis is upon the assumption that the wages shall increase in proportion to their earnings for their employers.”

That means, if on any grade or piece of track, by the introduction of a locomotive, they increase the profits, I think the employe should be recognized.

Mr. Sheean: Even though that be accompanied by distinctly relieving employes from previous manual labor—manual labor which they had previously performed under prior conditions?

Mr. Carter: I do not think you will find it that way.

Mr. Sheean: Assuming that were possible; assuming that we might agree upon the question that the fireman on a heavy locomotive steam engine was not either doing the work or assuming the responsibility of a second man on an electric motor car.

and assuming that that electric motor car hauled a larger tonnage, and that we could agree upon the fact that the second man or fireman on that electric locomotive was not working as hard as the one who was on the steam locomotive (not committing you to any of these things, but assuming you agreed on all these), nevertheless you would claim an increased compensation to the man on the electric motor because of his producing greater returns?

Mr. Carter: I do not think we do that.

Mr. Sheean: No, but I understand you to say this is in error because it doesn't do that, so far as you are personally concerned.

Mr. Carter: On what point?

Mr. Sheean: In not making progressive increase even as to the second man on an electric locomotive as tractive power increased.

Mr. Carter: I do not think I have said that the rate on wages should increase in the same ratio as his productivity.

Mr. Sheean: Not in the same ratio? I did not intend to commit you to that, but that wages should increase as the tractive power increases, irrespective of the consideration of the work performed by the employe on that engine?

Mr. Carter: I think you will find that as the tractive power increases there is a general tendency to have increased responsibilities at least, if not increased labor, on any class of engine.

Mr. Sheean: Just how does this doctrine of increased productive efficiency apply to the request for increasing the rate of pay of men deadheading on company's business?

Mr. Carter: I don't think it applies.

Mr. Sheean: That is on some other theory that you make that request?

Mr. Carter: Yes, I think so. Would you permit me to explain one of my answers just now?

Mr. Sheean: Certainly, go ahead, Mr. Carter.

Mr. Carter: A question was asked something like this, that if on account of reduction of grades or straightening of curves there was less labor performed, would the theory here advanced apply? I will confess that if they cut down the grade and straightened the curves and were content to pull the same tonnage, that it would not apply. But I think you will find in

every instance where they have cut the grade it has been solely for the purpose of adding to the tonnage, and I think you will find that with the increased tonnage as much coal is consumed transporting a train as before.

Mr. Sheean: That is all, Mr. Carter.

RE-DIRECT EXAMINATION.

Mr. Phillips: Mr. Carter, turn to page 10, diagram 1, please; I think you can follow more closely if you refer to the diagram. You were asked if the rates here shown as the highest rates paid for the class of engine typified, were actually paid?

Mr. Carter: That was my understanding of the purpose of the diagram.

Mr. Phillips: I believe you further explained that you had later learned that the particular type of engine here shown was not in use on the division of the Canadian Pacific Railroad where these rates apply.

Mr. Carter: I was informed, by the chairman of the engineers' general committee on that road, that these locomotives were not in service on the mountain districts of the Canadian Pacific Railroad, west of Ft. William.

Mr. Phillips: About the same question was asked as to diagram 2. If those engines are not there, these figures are incorrect to that extent, as to that engine, as you have explained?

Mr. Carter: I won't confess that. I will say they are inapplicable.

Mr. Phillips: Perhaps "inapplicable" is the better word. But if the engine is owned by the Canadian Pacific Railroad and runs over that territory, that is the rate that applies?

Mr. Carter: Yes, sir.

Mr. Phillips: About the same thing was asked as to diagrams 3 and 4. Do you know whether engines as typified in diagrams 3 and 4, or rather engines weighing 100,000 to 140,000 pounds on drivers, as shown in diagram 3; and engines weighing 140,000 to 170,000 pounds on drivers, as shown in diagram 4, are in use on that particular division?

Mr. Carter: I thought they were.

Mr. Phillips: I believe you explained quite clearly, Mr. Carter; but counsel for the railroads asked the question in a

good many different forms, if the rates shown are applied to the particular type of engine indicated by the diagram or, in every instance named, as being specifically owned by some railroad; and I believe you explained that they did not, that the rates shown are actually applied, with the exceptions you noted on engines within the weights here specified on some railroad within this territory?

Mr. Carter: I perhaps can make myself better understood by saying that I personally made these drawings; I personally drafted the form that appears in any one of these diagrams, leaving blank spaces for the insertion of the rate, the highest rate now paid, by others. In fact, the form was set in type before any attempt was made to insert these highest rates. Now, that being the fact, you may rest assured that when the text matter and the diagrams were prepared, I didn't even know that there were higher rates or as high; it required a subsequent investigation to find those rates, and when those rates were put in there, they had reference to the black type appearing above those rates, "Highest rates now paid for locomotives weighing 140,000 pounds and less than 170,000 pounds on drivers," and had no reference to the Pacific type in service on the Chicago, Milwaukee & St. Paul. The diagram did, however, graphically set forth the apparent increase in tractive power of the locomotive weighing as provided in that group, on drivers, and it did set forth, in graphic manner, the wheel arrangement of the Pacific type of engine, its proportionate length and other information; but there is no attempt in the filling in of these highest rates now paid, to say that it applied to that particular locomotive.

Mr. Phillips: Then, in other words, Mr. Carter, taking diagram 3 for example, which would be a 2-6-0 engine, I believe, according to Whyte's Table, or a ten wheel engine; now you give the weight of that engine as 129,200 pounds on drivers. Below you quote, in the last two lines, the highest rate for locomotives weighing 100,000 and less than 140,000 pounds on drivers. Now, it would not matter whether it was a 2-6-0, a ten wheeler, a 4-6-2, Pacific Type, 2-8-0, Consolidation, or any other combination of wheel or wheel arrangement or engine, so long as the engine weighed within those limits, and it would not matter on what railroad this bigger engine was used, whether a road here named;

or some other road; the rate here is in effect, regardless of the name of the railroad used here, or the diagram of the type of locomotive presented.

Mr. Carter: That was the purpose of the exhibit.

Mr. Phillips: I so understood you in your direct testimony. I wanted to have that made clear. Mr. Carter, you were asked by counsel for the railroads if standardization could be brought about by making the rates standard on all these railroads in the western territory, and not making the rules standard. Now, if the rates were all made the same, would not all of the roads be standard, at least as to the rates?

Mr. Carter: Yes, sir. May I explain why rules were not standardized?

Mr. Phillips: I will be very glad if you will explain as fully as you wish.

Mr. Carter: In the early discussions that led to the formulation of this proposition, there were many who advocated the standardization of all rates and all rules. I think it was finally determined upon that if we succeeded, at one time, in standardizing the rates, we would do well, and that if we would try to standardize everything, it would be a harder task to accomplish our purpose. Without consulting the committee, without knowing its desire, I will say—I will assume the authority to say that if it is the desire of the railroads, at the expiration of this submission as to rates, we will be glad to take up the standardization of rules.

Mr. Phillips: In your judgment then, by standardizing rates, a great step will have been taken toward standardization.

Mr. Carter: We thought that that step was about as huge a task as we cared to undertake at one time.

Mr. Phillips: Do you believe, if the rates on all these railroads were made uniform, it would have a tendency to make the variations greater than at present?

Mr. Carter: No, indeed. I think an award as good as we anticipate would wipe out many of these variations against which the complaint seems now to be made by the railroads.

Mr. Phillips: You were asked, Mr. Carter, why 80,000 pounds was used or adopted as the minimum, in road service, for fixing the lowest rate in road service, and why 140,000 pounds was used in fixing the minimum in yard service. You

explained, to a considerable extent, that it would, in a measure, so far as the switch engines are concerned, overcome the difference between first and second class yards.

Mr. Carter: Yes, sir.

Mr. Phillips: Now, from that I understand that ordinarily the smaller type of engine is used in the second class yard.

Mr. Carter: If they are not, they should be.

Mr. Phillips: Is there any particular physical difference between the work of switching cars in a large yard and a small yard?

Mr. Carter: Only as to the congestion of traffic and the weight of the body of cars moved backwards and forwards. A similar matter.

Mr. Phillips: Then, in your opinion, where the yard is small and the work light, and no congestion likely, a small type of engine could do that work and would carry the smaller rate?

Mr. Carter: I am quite sure they would do that work. I think that the economic policy of the management would require it.

Mr. Phillips: I understood you to say that the reason for making a differential at a lower rate, and making more differentials in the road service, was because of the increase of responsibility and labor in road service?

Mr. Carter: Oh, I think there is a vastly more rapid increase in road service than in yard service.

Mr. Phillips: It is not so recognizable in yard service?

Mr. Carter: No, sir.

Mr. Phillips: And that is why so many different rates of pay are not sought for the yard service?

Mr. Carter: Yes, sir.

Mr. Phillips: I believe, from one of your answers, Mr. Carter, the inference was drawn that the small engine, this 80,000 pound engine, was practically confined absolutely to branch line work. My friend asked numerous questions along that line. Now, in the proposition submitted, would an engine carry a higher rate, if used on the main line than is asked on a branch line?

Mr. Carter: No, sir.

Mr. Phillips: As a matter of fact, aren't those engines

used as much on the main line as on the branch line, in your judgment?

Mr. Carter: I think that a few years ago—if we may consider twenty years as being a few years—almost a majority of all main line movements were made with eight wheel engines, with the possible exception of some roads that were more anxious to increase their productive efficiency, and I think you will find that a vast majority of the eight wheel engines formerly in use are now no longer in use at all. I think you will find that they are rapidly being supplanted by much larger engines, both in freight and passenger service; but there remain these small engines, and they fulfill a specific purpose, or general purpose, I might say, in handling light traffic, whether it is on the main line or a branch line. Now, to show the scientific basis of our proposition, automatically the railroads would be enabled to transport that light traffic, either on main line or branch line, by using this lighter engine.

Mr. Phillips: Is it not true that a considerable portion of some of the railroads is designated as “branch line”?

Mr. Carter: I have heard, during these negotiations, statements made that some railroads claim as branch lines, a large majority of the miles of the road. Now, I do not know that to be true.

Mr. Phillips: Is it not true that on such railroads, if Mallet engines were used, they would pay the same rate there, as though used on the main line?

Mr. Carter: Yes, sir.

Mr. Phillips: Is it not true that Mallet engines are used on some of these so-called branch lines?

Mr. Carter: I am quite sure that if there was a train to be pulled, that was heavy enough to justify the use of a Mallet, and a Mallet was available, that the general policy of the railroad would require the use of that Mallet.

Mr. Phillips: Mr. Carter, you made one statement regarding the payment of higher rates on an eight wheel engine, or a small engine, than are paid by some roads on a ten wheel engine, weighing less on drivers?

Mr. Carter: I did not mean it that way.

Mr. Phillips: Perhaps that is not the way you stated it.

Mr. Carter: I said that there might be a higher rate on a

ten wheel engine than on an eight wheel engine, when the rate on drivers might be less, and I want to explain why I seem to be so confused in expressing this. I have in mind certain information that will be presented in the next exhibit, and in the preparation of that exhibit, I noticed this inconsistency, and I could explain that so much better if I had the exhibit.

The Chairman: We will take a recess until 2:30 P. M.

(Whereupon, at 12:35 P. M. a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

The Chairman: You may proceed, gentlemen.

Mr. Stone: Mr. Chairman, it is not my desire to prolong these examinations on this particular exhibit unless the other side desire to ask further questions upon the exhibit. If not, we will excuse the witness without any further cross-examination.

Mr. Sheean: We are through with him.

The Chairman: Call your next witness.

SAMUEL T. STEINBERGER was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Phillips: Please give your full name.

Mr. Steinberger: Samuel T. Steinberger.

Mr. Phillips: What is your occupation?

Mr. Steinberger: I am employed as a clerk in the Grand Lodge of the Brotherhood of Locomotive Firemen and Engineers.

Mr. Phillips: How long have you been so employed?

Mr. Steinberger: About ten years.

Mr. Phillips: Prior to that time were you employed as an engineer or fireman?

Mr. Steinberger: Yes, as both.

Mr. Phillips: In your capacity as clerk in the Grand Lodge office of the Brotherhood of Locomotive Firemen and Engineers have you had occasion to prepare some tables or data for the purpose of showing the rates of pay for engineers and firemen on the railroads participating in this arbitration?

Mr. Steinberger: Yes.

Mr. Phillips: I have here a volume entitled "Rates of Wages Requested Compared with Wages in Effect, presented by the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen." Do you identify this as the preparation you have made?

Mr. Steinberger: Yes.

Mr. Phillips: If the Board please, we desire to introduce this volume as Exhibit No. 4.

The Chairman: Very well.

(The pamphlet so identified was received in evidence and marked "Employes' Exhibit 4, December 4, 1914.")

Mr. Phillips: What is the purpose of this exhibit?

Mr. Steinberger: The purpose of this exhibit is to show the rates requested, the rates now in effect, and the percentage of increase, if any, requested.

Mr. Phillips: Under whose direction was this work prepared?

Mr. Steinberger: Under the direction of Mr. W. S. Carter, president of the Brotherhood of Locomotive Firemen and Enginemen.

Mr. Phillips: Did you have any assistance in preparing this work?

Mr. Steinberger: Yes, I was assisted by Mr. M. W. Cadle, Assistant Grand Chief Engineer of the Brotherhood of Locomotive Engineers.

Mr. Phillips: Do the rates shown here apply to both engineers and firemen?

Mr. Steinberger: Yes.

Mr. Phillips: Do they cover all of the railroads, and the various engines in use on the different railroads, parties to this arbitration movement?

Mr. Steinberger: No, sir, they do not.

Mr. Phillips: Not all of them?

Mr. Steinberger: No, sir, not all of them.

Mr. Phillips: Why were not all roads included in your table?

Mr. Steinberger: On some roads, where schedule rates vary in different districts, or where rates are based on an arbitrary basis instead of a mileage basis, such roads as the San Pedro, Los Angeles & Salt Lake, and the Sunset Lines of the

Southern Pacific, the rates were furnished and applied to the districts by the respective chairmen of the engineers and firemen for those roads.

Mr. Phillips: Then, if I understand you correctly, the representatives of the men, the general chairmen, prepared the data for such roads, and you accepted the figures with which they have furnished you?

Mr. Steinberger: Yes.

Mr. Phillips: Have these tables been carefully checked to determine their accuracy?

Mr. Steinberger: Yes, each of these tables has been checked by the chairman of the Engineers' Committee and the chairman of the Firemen's Committee for each of the respective roads shown in the table.

Mr. Phillips: Have you covered all service on all railroads shown in that exhibit?

Mr. Steinberger: No, sir, no attempt has been made to cover any service except passenger service, through freight service and switching service.

Mr. Phillips: Have you shown the roads having a day shorter than ten hours?

Mr. Steinberger: Yes, there is a list of roads, showing those having a day shorter than ten hours.

Mr. Phillips: Do you show the roads on which oil is used as a fuel, wholly or in part?

Mr. Steinberger: Yes, on page IV.

Mr. Phillips: Do the rates shown in this compilation represent the earnings of engineers and firemen?

Mr. Steinberger: No, sir, they do not; just simply the rates applied to the engines, regardless of overtime or any other allowances.

Mr. Phillips: Is it possible that some of the roads have new engines, introduced since you took up this work, for which the rates are not shown in these tables?

Mr. Steinberger: Yes, but they would be very few.

Mr. Phillips: Well, although they might be few, would such engines be covered by these tables?

Mr. Steinberger: No, sir, they would not.

Mr. Phillips: Why have you included the sixteen articles submitted to arbitration in this book?

Mr. Steinberger: Just simply as a matter of reference, in case it would be necessary to refer to them.

Mr. Phillips: Does this exhibit refer to anything other than the rates of pay?

Mr. Steinberger: No, sir, it does not.

Mr. Phillips: Simply the rates of pay now in effect for engineers and firemen on the different locomotives in use on the different railroads?

Mr. Steinberger: Yes, sir.

Mr. Phillips: How did you go about to secure these rates?

Mr. Steinberger: The weights on drivers were taken from official blue prints or classifications for each of the respective railroads. The engines were grouped by weights on drivers, according to the original proposition presented to the railroads on October 10, 1913, and the rates were taken as applied to such engines by groups from the schedules in effect at the present time.

Mr. Phillips: You say you used the group blue prints to determine the classification of locomotives?

Mr. Steinberger: Yes, sir, in most instances they were blue prints; in other instances the classification books; and in some instances this information was taken from the chairmen, where we were unable to get the official blue prints or classifications from the officials of the companies.

Mr. Phillips: Were the blue prints which you were able to secure furnished by officials of the different roads?

Mr. Steinberger: In most instances, yes, sir.

Mr. Phillips: In addition to showing the rates in effect on the different engines, do these tables also show the rate requested on that engine?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Classified on the basis proposed in the articles submitted to arbitration?

Mr. Steinberger: Yes, sir; immediately following the rates in effect for both engineers and firemen are shown the rates requested on the same class of engine for engineers and firemen.

Mr. Phillips: Are the rates requested higher than the rates in effect, in all instances?

Mr. Steinberger: No, sir, they are not.

Mr. Phillips: Are you prepared to say on how many roads

some or all of the rates are as high or higher than the rates requested?

Mr. Steinberger: By counting right straight through the exhibit, either for engineers or firemen, where rates are shown that are as high or higher than those requested, I find there are 36 roads that pay either in some class of service a rate that is as high or one that is higher than the rates requested.

Mr. Phillips: How is that shown on the table?

Mr. Steinberger: It is indicated by three stars and a footnote at the bottom of the page, which reads: "Present rate as high or higher than requested."

Mr. Phillips: Where the rates in effect are not as high as the rates requested in Article 2 of the proposition submitted to arbitration, do you show the per cent of increase requested?

Mr. Steinberger: Yes, sir, immediately following; the next column.

Mr. Phillips: Does that apply all the way through the table?

Mr. Steinberger: Yes, sir.

Mr. Phillips: For all of the railroads?

Mr. Steinberger: For all of the railroads.

Mr. Phillips: And for all of the engines?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Where there is no increase shown, have you indicated the difference between the rate requested and a higher rate that may be now in effect?

Mr. Steinberger: No, sir, no attempt has been made. It is just shown there by three stars, which indicates it is as high or higher. The percentage has not been figured.

Mr. Phillips: Did I understand you to say you took these rates from the schedules of the different railroads?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Do those schedules show their effective dates on the different roads?

Mr. Steinberger: Yes, sir.

Mr. Phillips: In compiling these tables or preparing this data, do you indicate on what division or part of the system of a railroad the different rates apply?

Mr. Steinberger: Yes, immediately under the name of the railroad the divisions or distances are shown.

Mr. Phillips: Well, now, Mr. Steinberger, if you will turn to page 1 of your exhibit, under this Roman "1," I note there is the numeral "1," Atchison, Topeka & Santa Fe (Proper)?

Mr. Steinberger: Yes, sir.

Mr. Phillips: I notice the very first entry in your table of figures under the heading "Passenger service," you show engines less than 80,000 pounds, 8-Wheel, 4-4-0, paid two different rates, or rather two different rates are shown as being in effect on the particular part of the Atchison, Topeka & Santa Fe lines that those rates would apply. How do you account for that?

Mr. Steinberger: The rates for engineers in passenger service are based on the size of cylinder. Both of those engines are less than 80,000 pounds on drivers, one engine has cylinders less than 18 inches and pays \$4.15; the other has cylinders 18 inches and over in diameter and pays \$4.40.

Mr. Phillips: What explanation have you to make for the firemen's rate?

Mr. Steinberger: The same applies to firemen.

Mr. Phillips: Exactly the same reason?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Then, taking the Mikado engine, further down on the page in both 200,000 and less than 225,000 pound class, and the 225,000 to 250,000 pound class, you show two engines but the same rate, evidently, all the way across the page. Why is this?

Mr. Steinberger: Both of those engines are Mikado type engines and carry the same rate in passenger service. By reference to page 5 of the same road, you will note one of those engines in through freight service carries \$5.20 and another carries \$5.45. The Mikado carrying the \$5.45 rate has a weight on drivers of 215,000 pounds, and consequently carries the 25 cents differential for engineers and for firemen, and both are the same kind of engine, having cylinders of 24 inches or over in diameter.

Mr. Phillips: On account of the engine being differently classified, you have run it twice in the same table?

Mr. Steinberger: Yes.

Mr. Phillips: What is the meaning of this little symbol following the name of the engine, the asterisk?

Mr. Steinberger: The footnote at the bottom of each page,

for one star, it says "cylinders 24 inches, or over, in diameter."

Mr. Phillips: And two stars indicate what?

Mr. Steinberger: "No locomotive of this weight in service."

Mr. Phillips: And three stars?

Mr. Steinberger: "Present rate as high or higher than requested."

Mr. Phillips: In this last column on page 1, where three stars appear, that would indicate—they appear several times there?

Mr. Steinberger: Yes.

Mr. Phillips: In the column representing the percent of increase requested for firemen?

Mr. Steinberger: Yes, sir.

Mr. Phillips: That would indicate that the particular class of engine in which these stars are entered, now pays as high or higher rates to firemen as the rates requested?

Mr. Steinberger: Yes, sir.

Mr. Phillips: And in the same column for firemen and in the fourth column of figures, the last column for engineers, it would show the percent of increase requested, where the rates requested are higher than the rates in effect?

Mr. Steinberger: Yes, sir.

Mr. Phillips: This explanation applies to the engines appearing on the following pages, for the Santa Fe at least?

Mr. Steinberger: Yes, sir.

Mr. Phillips: In the present rate in the third from the last column—you have a caption there of "Present Rate,"—is that present rate the rate for coal burning engines?

Mr. Steinberger: Yes, sir, and also for oil burning engines, as this passenger service—that is on page 1, you understand—and there is no differential for coal or oil burning engines.

Mr. Phillips: No differential?

Mr. Steinberger: In passenger service.

Mr. Phillips: You stated, I believe, that the Atchison, Topeka & Santa Fe are tabulated on the following pages, or in the following pages, in the same manner you have explained on the first page?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Well, on page 3, just for a little further explanation, about the middle of the page, you use the term "Prairie" type, and also the "Pacific" type, twice in the engines grouped under 140,000 pounds and less than 170,000 pounds. Why do you do that?

Mr. Steinberger: The first Prairie type engine indicated by (c), we have a footnote at the bottom of each page that (c) indicates compound locomotive. The same also refers to the Pacific type.

Mr. Phillips: Why are they shown twice where they both carry the same rate?

Mr. Steinberger: The compound engine, while the rates are the same for the engineer in passenger, by going across to the firemen's rate, you will find the rate on the compound engine is only \$2.85, while on the engine with the star the rate is \$3.75. paid because the engine has a cylinder 24 inches and over, as indicated by the star.

Mr. Phillips: Now, turn to page 5, please, through freight service. All the preceding pages referred to passenger service, did they not?

Mr. Steinberger: Yes, sir, on the different districts.

Mr. Phillips: Are the present rates shown for firemen, in through freight service, the coal burning rates on the different types of engine?

Mr. Steinberger: Yes, sir, exclusively.

Mr. Phillips: What would be the rate for oil burning engines in through freight service?

Mr. Steinberger: 15 cents less, in each instance, for firemen.

Mr. Phillips: Would that apply on all classes of engines?

Mr. Steinberger: Yes, except for engines with cylinders 24 inches and over in diameter, or compound engines weighing 215,000 pounds and over on drivers, and Mallets.

Mr. Phillips: Is there any differential on engines of that type on account of fuel?

Mr. Steinberger: No, sir.

Mr. Phillips: Is this true of all railroads, parties to this movement?

Mr. Steinberger: Yes, sir, all except one.

Mr. Phillips: What one?

Mr. Steinberger: The Chicago, Rock Island & Pacific.

Mr. Phillips: What is the difference on that line?

Mr. Steinberger: They show a 15 cents differential between coal and oil in freight service, on engines having cylinders 24 inches and over in diameter.

Mr. Phillips: Do you know why that is?

Mr. Steinberger: No, I do not; but I have been informed by the chairman that this 15 cents differential really does not apply.

Mr. Phillips: That they have no engines?

Mr. Steinberger: That they have no oil burning engines of that class.

Mr. Phillips: But it does appear in the schedule?

Mr. Steinberger: Yes, it does appear in the schedule.

Mr. Phillips: Do you know how this rate was established?

Mr. Steinberger: No, sir, I do not.

Mr. Phillips: Well, you say, I believe, that the rate shown here for firemen in freight service is the coal burning rate?

Mr. Steinberger: Yes, sir.

Mr. Phillips: And, with the exceptions noted, a differential of 15 cents per 100 miles would be in effect on all oil burning locomotives?

Mr. Steinberger: Yes, sir.

Mr. Phillips: If oil burners were used, carrying the correspondingly lower rate, would the comparison of increase, as shown in the last column, be greater in case the requests submitted to arbitration were granted?

Mr. Steinberger: Yes, take fifteen cents from the present rate, which would make the percentage of increase greater between the rate requested and the present rate.

Mr. Phillips: The increase for oil burning engines then would be just proportionately greater, as fifteen cents added to the present rate would make the figures?

Mr. Steinberger: Yes.

Mr. Phillips: Is there any differential shown in engineers' wages on account of fuel?

Mr. Steinberger: No, sir, there is no differential in engineers' wages on account of fuel.

Mr. Phillips: And if I understand you correctly, it does not apply to the large engines in freight service, for firemen?

Mr. Steinberger: No, sir.

Mr. Phillips: It does not apply in passenger service?

Mr. Steinberger: No, sir.

Mr. Phillips: Does it apply in yard service?

Mr. Steinberger: No, sir.

Mr. Phillips: Does it apply to local freights?

Mr. Steinberger: Yes.

Mr. Phillips: It would apply there the same as to through freight service?

Mr. Steinberger: Yes.

Mr. Phillips: In your investigations, Mr. Steinberger, did you find any uniformity in the method of classifying engines on the different railroads?

Mr. Steinberger: Very little.

Mr. Phillips: Did you find on any railroad as many classes of engines, or grouped under as many different classifications, as there are in the articles submitted to arbitration?

Mr. Steinberger: Oh, many more groups; as far as the engines are shown in blue prints, there are many more groups than we have classed under our original proposition.

Mr. Phillips: Has the Santa Fe, which we are discussing now, very many different classifications of engines?

Mr. Steinberger: Yes, they have many classifications of engines.

Mr. Phillips: That is, they classify them in a good many different groups, or under different types?

Mr. Steinberger: Yes.

Mr. Phillips: Did you find it difficult to reconcile all of these rates under a weight on drivers basis?

Mr. Steinberger: Yes, it was quite a task.

Mr. Phillips: Have you all of the schedules from which your figures are compiled, for the purpose of checking and verifying these rates, if necessary?

Mr. Steinberger: Yes.

Mr. Phillips: Will you please turn to page 27 of Exhibit 4?

Mr. Steinberger: Yes.

Mr. Phillips: Canadian Pacific Railway (West of Ft. William). Why do you put the ten-wheel engine and the eight-wheel engine shown in the first entry of the tabular matter in the same column or in the same group?

Mr. Steinberger: They both weigh less than 80,000 pounds on drivers.

Mr. Phillips: And do they both pay the same rate on the territory?

Mr. Steinberger: All engines pay the same rate on that territory.

Mr. Phillips: The division shown on this page is the Alberta Division, is it not?

Mr. Steinberger: Yes, Field to Laggan.

Mr. Phillips: Does it apply to the entire division, or only to a portion of the division?

Mr. Steinberger: Just between Field and Laggan.

Mr. Phillips: Do you know the distance?

Mr. Steinberger: I have been told it is approximately twenty miles.

Mr. Phillips: Do you know whether the engines first listed, the 4-4-0 and the 4-6-0—and I think a similar engine, but weighing more on drivers is also included in the next group—do you know whether engines of that type are in use on the Alberta division between Field and Laggan?

Mr. Steinberger: No, sir, I do not.

Mr. Phillips: In compiling your tables, you took the schedule for the road, to ascertain what the rates were within that territory?

Mr. Steinberger: Yes.

Mr. Phillips: Did you take the blue prints of the road to learn whether they had the types of engines here described?

Mr. Steinberger: Yes.

Mr. Phillips: The Canadian Pacific Railway has engines of this type, according to the blue print, has it?

Mr. Steinberger: Yes.

Mr. Phillips: But you do not know whether they are in use on this particular division?

Mr. Steinberger: I do not.

Mr. Phillips: It would appear from your table that while the group under 140,000 to 170,000 pounds weight on drivers shows a slightly higher rate for firemen than the preceding group, the rate for engineers is the same. Is that correct?

Mr. Steinberger: Page 27.

Mr. Phillips: Page 27?

Mr. Steinberger: No, sir. The rate for firemen is the same all over the district, for all classes of engines.

Mr. Phillips: The rate for firemen is the same all the way down?

Mr. Steinberger: Yes, sir, until you come to the Mallet.

Mr. Phillips: Until you come to the Mallet engine, much further down the page?

Mr. Steinberger: Yes, sir.

Mr. Phillips: The rate requested is slightly higher for firemen when you reach the 140,000 to 170,000?

Mr. Steinberger: Yes, sir, in each instance it is.

Mr. Phillips: In the different groupings the rate requested for firemen graduates—increases slightly in each different grouping?

Mr. Steinberger: Yes, sir.

Mr. Phillips: But the rate paid for any or all of the engines of the type described, if used, is in all cases much greater than the rate requested?

Mr. Steinberger: Yes, sir.

Mr. Phillips: That is, from the note made, or the three stars appearing at the foot of the page? That appears to be true all the way down for firemen and for engineers, until you reach the Mallet engine.

Mr. Steinberger: Yes, sir.

Mr. Phillips: Does this grouping show a very large Consol. or Consolidated engine in use there?

Mr. Steinberger: No, sir, the largest engine shown here on the system is between 170,000 pounds and 200,000 pounds on drivers.

Mr. Phillips: Would you consider that a large Consolidated engine, as compared with some of the Consolidated engines on other railroads?

Mr. Steinberger: Well, that is not the largest type of Consolidation engine, but that is a good size engine.

Mr. Phillips: They show no Mikado engines or any larger type of single expansion engine?

Mr. Steinberger: No, but since this table was prepared they have placed in service a Mikado type engine that weighs 197,300 pounds on drivers, which would fall in the same group. They are not shown in this table at all.

Mr. Phillips: But they are larger than the engines in use at the time your tables were prepared, or at the time you began your preparation?

Mr. Steinberger: Yes, they are the same percentage of engines; pay the same rate.

Mr. Phillips: They would pay the same rate.

Mr. Steinberger: They carry the same rate, I am informed.

Mr. Phillips: Turn to the Chicago & North Western Railroad, on page 41, please.

Mr. Steinberger: Before you leave this Canadian Pacific, by referring to page 29, you will find that the rates as shown on page 27, as applying between Field and Laggan, also apply in the British Columbia division, mountain subdivision east of Revelstoke, Nakusp and Slocan branch, and all subdivisions and branches on district 3, west of Columbia River.

Mr. Phillips: Is that an entire division according to your understanding?

Mr. Steinberger: I understand that—while I am not sure about this, I have been told it is 140 miles and branches. Whether the branches are included in the 140 miles or not, I do not know. You will have to ask somebody off the Canadian Pacific Railway.

Mr. Phillips: Well, was this caption taken from the schedule here, where it reads: "All Subdivisions and Branches on District 3"?

Mr. Steinberger: That is the exact language that is in the schedule.

Mr. Phillips: So that these rates which are in effect on that part of the C. P. R. apply to branches as well as to main line service?

Mr. Steinberger: Evidently, from this heading.

Mr. Phillips: You got that impression from the schedule and the information you have at hand?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Mr. Steinberger, if you desire to make any further explanation of this table, or any of the following tables, I wish you would feel at liberty to do so at any time. Turn to page 41, please, the Chicago & North Western Railway.

Mr. Steinberger: Yes, sir.

Mr. Phillips: You show two 4-4-0 engines in the 80,000

pound class, and also a 4-6-0 engine, one being an 8-wheel and the other a 10-wheel, I take it.

Mr. Steinberger: Yes, sir.

Mr. Phillips: Is it shown that any of the engines in the next class, 80,000 to 100,000 pounds, draw a higher rate of pay? That is, either the 8-wheel, for either engineers or firemen, or the 10-wheel, in the first class?

Mr. Steinberger: No, the 10-wheel in the first class pays \$4.95. The 8-wheel in the second class pays \$4.60. That is the engineer's rate.

Mr. Phillips: Then a 10-wheel, under this grouping of engines by weight on drivers, would pay less than an 8-wheel?

Mr. Steinberger: Yes, sir, if she weighed in a lesser group.

Mr. Phillips: But, as they stand today the lighter engine on the driver pays more than an engine heavier on the drivers?

Mr. Steinberger: Yes.

Mr. Phillips: How do you account for that?

Mr. Steinberger: Well, I don't know. That is the way they are shown in the schedule.

Mr. Phillips: Then you do not attempt to account for it?

Mr. Steinberger: No, sir, I do not.

Mr. Phillips: For the engineers on that same railroad, Mr. Steinberger, these 10-wheelers weighing less than 80,000 pounds on drivers, pay just the same as an engine weighing between—a 10-wheeler weighing more than 100,000 pounds on the drivers? Is that correct?

Mr. Steinberger: Yes, sir.

Mr. Phillips: And is the same true of firemen?

Mr. Steinberger: Yes.

Mr. Phillips: Then evidently a much larger engine, an engine having far greater weight on drivers, does not pay an increased weight to the engineers and firemen in proportion to her increased power?

Mr. Steinberger: No, sir, not in this particular instance.

Mr. Phillips: I do not suppose you know much about tractive effort, do you?

Mr. Steinberger: No, sir.

Mr. Phillips: You have not anything in your tables along that line?

Mr. Steinberger: No, sir.

Mr. Phillips: Were these rates compiled, Mr. Steinberger, without regard to hours per day or gradient differential, or any other arbitrary allowance?

Mr. Steinberger: Yes, sir.

Mr. Phillips: You simply quote the rates and show them as applying to different engines?

Mr. Steinberger: Yes, sir.

Mr. Phillips: And on some of the roads these rates apply where there is an eight hour day?

Mr. Steinberger: Yes, sir.

Mr. Phillips: And on others where there is a ten hour day?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Do you know whether or not there are more ten hour roads than eight hour roads?

Mr. Steinberger: Oh, yes, there are more ten hour roads than eight hour roads.

Mr. Phillips: Do you know whether the rates are generally higher on ten hour roads than on eight hour roads?

Mr. Steinberger: Well, I don't know about that.

Mr. Phillips: Have you noticed, in compiling your tables, any material difference?

Mr. Steinberger: No, not much difference.

Mr. Phillips: Is it your impression that the rates are, generally speaking, about the same on an eight hour basis as they are on a ten hour basis?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Does that apply to both freight and passenger service?

Mr. Steinberger: No, sir, that has no reference to passenger service whatever.

Mr. Phillips: Your statement was with reference to through freight service?

Mr. Steinberger: Through freight service only.

Mr. Phillips: Where you have a five hour day, or a ten hour day in through passenger service, do you note any difference in the rates as they appear on the different roads?

Mr. Steinberger: No, sir, there is no record made of roads having a longer day in passenger service, in this exhibit whatever.

Mr. Phillips: I understand that this exhibit has no reference to hours whatever.

Mr. Steinberger: No, sir, it is not supposed to.

Mr. Phillips: Well, in compiling your work, did you have occasion to observe the roads on a five hour basis and those on a ten hour basis, for passenger service?

Mr. Steinberger: They are practically the same.

Mr. Phillips: The rates would be practically the same?

Mr. Steinberger: Yes, sir.

Mr. Phillips: While you had no occasion to check that, it was your observation that they were about the same?

Mr. Steinberger: Yes.

Mr. Phillips: You could see no noticeable difference?

Mr. Steinberger: No, sir.

Mr. Phillips: A road of the character of the Denver & Rio Grande for example (not asking you to define the method of computing pay on that particular road), but if you understand that they have a short day or a limited number of miles constituting a day, did you notice any particular difference in the rates on that road from the other roads that are on a full one hundred miles or a longer number of hours per day?

Mr. Steinberger: No, sir, they appear to be practically the same. They run about the same.

Mr. Phillips: Take the Utah Lines of the Denver & Rio Grande Railroad. I believe they have a four hour and a half day, or four hours and 20 minute day, or something like that, in passenger service; do the rates there seem to be about the same as on roads having a ten hour day for passenger service?

Mr. Steinberger: Yes, sir.

Mr. Phillips: I believe on that road they have a forty-four mile day also, and a sixty-five mile day, perhaps, and while I do not ask you to give an expert opinion on the different methods of computing the pay, did you notice any marked difference in the basic rates there, as between roads on a different basis?

Mr. Steinberger: No, sir.

Mr. Phillips: Do you know whether or not the El Paso & Southwestern Railroad is an eight hour road or a ten hour road?

Mr. Steinberger: An eight hour road in freight service.

Mr. Phillips: Turn to page 73, please. The rates here shown as being in effect for engineers and firemen are about the

same, or at least not lower, than on the ten hour road operating the same territory.

Mr. Steinberger: Yes, sir, they are higher.

Mr. Phillips: They are higher?

Mr. Steinberger: Yes, sir.

Mr. Phillips: And the three stars appearing in the last column for firemen, and also in places in the column for engineers, showing percent of increase, would indicate that even though that is an eight hour road, the rates are now higher, and no increase is requested for engineers and firemen on that railroad.

Mr. Steinberger: Yes, but there is an explanation to make in connection with this road. While a \$3.75 flat rate is shown in freight service down to engines 200,000 to 225,000 pounds on drivers, yet the fact remains that there is a \$3.55 rate in effect from Durand to Carrizozo. I understand that this rate is only on a seventy mile division.

Mr. Phillips: Well, would you understand that the \$3.55 rate applied for seventy miles?

Mr. Steinberger: Yes, sir.

Mr. Phillips: That a fireman would not be required to work one hundred miles?

Mr. Steinberger: Yes, sir.

Mr. Phillips: He would get \$3.55 for seventy miles?

Mr. Steinberger: Yes, sir, but the \$3.75 rate applies only to the rest of the entire system.

Mr. Phillips: Mr. Steinberger, you stated, or I got the impression at least, that there was no increase requested on this road. That is not true of passenger service, is it?

Mr. Steinberger: No, sir.

Mr. Phillips: Nor is it true of engineers on some of the freight engines?

Mr. Steinberger: No, sir.

Mr. Phillips: And where the three stars are shown, that would indicate that although it is an eight hour road, that the rates now paid are as high or higher than the rates requested?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Turn to page 80, please, Mr. Steinberger. For engineers and for firemen, beginning with the third group, or the group of 100,000 to 140,000 pounds on drivers, I note there

that the rates seem to be somewhat mixed, \$4.80, \$5.05, \$4.80, \$5.05, \$5.05, \$5.30, \$5.30, and then continuing in the next group, 140,000 to 170,000 pounds on drivers, the rate for the engineer is \$5.05, \$5.30, \$5.30, \$5.05, and so on down the column. Have you any explanation for this?

Mr. Steinberger: No, sir. Those are the rates as they appear in the schedule, based on the weight on drivers.

Mr. Phillips: That is, grouping them under the weight on drivers basis would indicate that there is a great variation in rates on engines of the same weight on drivers, or approximately the same weight on drivers within the limitation of these groups?

Mr. Steinberger: Yes, sir.

Mr. Phillips: They are different types of engines, I take it, from the number and the wheel description?

Mr. Steinberger: Yes, sir.

Mr. Phillips: But they are apparently within a narrow limitation of size when measured by weight on drivers?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Were you present during the testimony of the preceding witness?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Did you hear the explanation of the relation between weight on drivers and tractive power?

Mr. Steinberger: I did.

Mr. Phillips: Well, if there is any weight to be attached to the statement made, would you understand that the tractive power of the engines would be within a reasonable limitation the same or somewhat similar?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Their drawbar pull or tonnage capacity would all be within a medium range?

Mr. Steinberger: I would think so.

Mr. Phillips: All approximately the same?

Mr. Steinberger: I would think so.

Mr. Phillips: There would be variations, of course?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Those variations, I presume, are quite distinct in specific or exceptional cases?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Now, turn to the next page, switching rates. You show a number of rates for both engineers and firemen in switching service. Can you explain why this is?

Mr. Steinberger: Yes, sir. Take the first rate—our basis for switching rates are in two groups, that is, three groups; less than 140,000 and over 140,000 pounds on drivers, and Mallet type engines. Take the first group of engines rated at \$4 and \$4.25. That is first and second class yards. That applies to the firemen also, with a rate of \$2.40 for second class and \$2.50 for first class yards. The Great Northern Railroad has a method of basing their switch engine rates on road engines and you will notice there that the \$2.75 rate, while it is not on a switch engine, it is on an eight wheel engine. They pay a differential there for the engineer and firemen both, engineer \$4.50 and \$4.75 and the firemen's rate is \$2.75, and that is shown twice just to keep the table in shape. On the Mallet engines the first rate for the engineer is \$5 and the next is \$5.25. On the second Mallet engine the engineer gets \$5.25 and \$5.50. The firemen's rate is the same for engines of all classes. The engineer's rate is for an engine in switching service, for Mallets of 275,000 or less on drivers and for 275,000 pounds and over on drivers.

Mr. Phillips: That makes a difference of 25 cents?

Mr. Steinberger: Yes, sir, 25 cents differential. One of them, the 275,000 and less on drivers gets a differential of 75 cents, and the 275,000 pound and over on drivers has a differential of one dollar.

Mr. Phillips: Did I understand you to say the Great Northern fixes a rate for road engines when used in yard service?

Mr. Steinberger: Yes, sir. They also show a rate in passenger and freight service for the switching engines.

Mr. Phillips: Do all of the road engines on the Great Northern railroad show a yard rate?

Mr. Steinberger: Yes.

Mr. Phillips: And do all of the switch engines show a road rate in both freight and passenger service?

Mr. Steinberger: Yes.

Mr. Phillips: In this particular table it would appear that the Mallet rate for firemen is \$4. Is that also the road rate?

Mr. Steinberger: Yes.

Mr. Phillips: Is that also the rate requested for that engine?

Mr. Steinberger: Yes. That will apply not only to the Great Northern, but to all other roads. I have never found a place where a Mallet engine used in switching service pays less than the \$4 rate for firemen, which is the rate requested.

Mr. Phillips: Will you please turn to page 110, the Missouri, Oklahoma & Gulf Railway, and the Missouri, Oklahoma & Gulf Railway of Texas. The first engine shown there, the 4-4-0 and the 4-6-0 in the first group, less than 80,000 pounds, shows a rate for engineers of \$5.20 and for firemen a rate of \$3.30 in freight service. Do you know whether those rates are in effect on that road?

Mr. Steinberger: Yes, sir, they are.

Mr. Phillips: Do you know whether that road has engines of that size?

Mr. Steinberger: Yes.

Mr. Phillips: Do you know whether those engines are used in freight service?

Mr. Steinberger: No, sir, I do not.

Mr. Phillips: If they were used in freight service, would they carry that rate, according to the schedule?

Mr. Steinberger: They certainly would, because the \$5.20 rate for engineers and the \$3.30 rate for firemen are the only rates shown—flat rates.

Mr. Phillips: I believe you said a moment ago that the Great Northern had road rates for its switch engines and a yard rate for its road engines?

Mr. Steinberger: Yes.

Mr. Phillips: I believe you also said in your opening answers that you had had some experience as a railroad man?

Mr. Steinberger: Yes.

Mr. Phillips: Is it sometimes the case that an engine, even though called a passenger engine, and always so addressed, is sometimes used to pull box cars or freight trains?

Mr. Steinberger: Yes, I have run practically every class of engine used in passenger service, in freight service, especially when breaking in engines.

Mr. Phillips: Do you think that is the general custom on most railroads?

Mr. Steinberger: I do not know as to that; I presume it is.

Mr. Phillips: So far as your experience as an engineer or fireman has gone, you believe it is?

Mr. Steinberger: I never worked for any road but one.

Mr. Phillips: Then if this engine is owned by the Missouri, Oklahoma & Gulf, and is ever coupled to a freight train, the rates shown here are the rates that would apply, according to the schedule of that railroad?

Mr. Steinberger: Yes, because they have only one rate.

Mr. Phillips: I wish you would please turn to page 153, the Southern Pacific Railway, mountain divisions.

Mr. Steinberger: Yes.

Mr. Phillips: From your table I would understand that the rates in effect for engineers and firemen on the mountain divisions of the Southern Pacific Company are in the main as high or higher than the rates requested?

Mr. Steinberger: Yes.

Mr. Phillips: That is true for engineers, is it, also?

Mr. Steinberger: It is, down to the Mallet.

Mr. Phillips: Down to the Mallet engines?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Do they use Mallet engines in passenger service—or do you know?

Mr. Steinberger: I do not know.

Mr. Sheean: May I interrupt right there, so that I will understand this?

Mr. Phillips: Certainly.

Mr. Sheean: That page 153 to which you refer is purely the mountain divisions, is it not?

Mr. Steinberger: Yes, it is so stated at the top of the page—mountain divisions.

Mr. Sheean: Just so that I may understand that—

Mr. Steinberger: Yes.

Mr. Sheean: In the present rate you have stated in that column the rate which is specifically applicable to mountain territory?

Mr. Steinberger: Yes, sir, as I understand it.

Mr. Sheean: And then opposite that, in "rates requested," you have set out the rate applicable to valley territory?

Mr. Steinberger: Yes.

Mr. Sheean: If you add the ten per cent to the rate which would be applicable, practically all of these stars would disappear from that page, would they not?

Mr. Steinberger: Not the ten per cent, hardly. I do not think that. Of course, it would reduce the percentage, as far as that is concerned.

Mr. Sheean: You begin at \$4.90 as the present rate, and take ten per cent of \$4.50, or 45 cents, and add it to \$4.50 and you have \$4.95 as against \$4.90?

Mr. Steinberger: Yes.

Mr. Sheean: So that, as I said, it would take out practically all the stars.

Mr. Steinberger: Yes.

Mr. Sheean: In fact, as spread here on this page, it is the comparison of a valley rate with a mountain rate, is it not?

Mr. Steinberger: Yes, it is misleading.

Mr. Sheean: Misleading?

Mr. Steinberger: Yes, as far as the rates are concerned.

Mr. Sheean: I interrupted at that point just to be sure whether I understood it.

Mr. Steinberger: This states at the top in a note:

“ On all divisions where grade is one and eight-tenths per cent or over, an increase of ten per cent over following rate is requested.”

I do not know whether it would apply on this division or not. This grade would have to be 1.8 per cent or over before this ten per cent would apply. So, not knowing the gradient of the road or having a print of the profile, we would not know what percentage of grade that is.

Mr. Sheean: Pardon the interruption, I just wanted to make sure on which basis it was made up.

Mr. Phillips: All right. The purpose of the examination is to have it clearly understood.

Mr. Sheean: Yes.

Mr. Phillips: I believe you said this was misleading. Do you not understand that those are the actual rates in effect on all the mountain divisions?

Mr. Steinberger: Yes.

Mr. Phillips: Then you do not mean that it is misleading?

Mr. Steinberger: Oh, no, not the percentages between the two. If this grade is 1.8 or over, these rates requested would not apply. The ten per cent increase would apply.

Mr. Phillips: If it was not a 1.8 per cent grade, the rate quoted is absolutely correct?

Mr. Steinberger: Yes. That is what I am explaining.

Mr. Phillips: And would not be misleading then?

Mr. Steinberger: No, sir.

Mr. Phillips: You do not know, of course, whether additional miles are allowed in addition to this rate. I believe you said you took none of that into consideration?

Mr. Steinberger: I did not.

Mr. Phillips: But the rates quoted here would be the actual rates in effect according to the schedule?

Mr. Steinberger: Yes.

Mr. Phillips: And, according to the request, you show the difference between valley territory and mountain territory on the Southern Pacific Railway?

Mr. Steinberger: Yes.

Mr. Phillips: As well as you might compare one railroad with another railroad?

Mr. Steinberger: Yes.

Mr. Phillips: You do not know how much mountain territory the Southern Pacific has?

Mr. Steinberger: No, sir.

Mr. Phillips: Or how much territory these higher rates would cover?

Mr. Steinberger: No, sir.

Mr. Phillips: Or whether the grade is 1.8 per cent or not?

Mr. Steinberger: I do not know.

Mr. Phillips: Evidence was given here this morning that a \$3.90 rate applied on the Southern Pacific. Do you include that in the tables here?

Mr. Steinberger: No, sir, it is not included in the tables. I understand that the \$3.90 is paid in passenger service on all engines weighing over 140,000 pounds, between Roseville and Truckee, if not turned at Blue Mountain. As far as that rate is concerned, it is not included in this table at all.

Mr. Phillips: It is not in the table?

Mr. Steinberger: No, sir.

Mr. Phillips: Is it shown in the schedule?

Mr. Steinberger: Yes, it is shown in the schedule.

Mr. Phillips: Why did you not include it in your table?

Mr. Steinberger: To tell the truth about it, it was overlooked. Nobody in the country knew it but you. We did not tell the chief about it.

Mr. Phillips: Did I understand you to say that rate of \$3.90 would apply in the passenger service to all engines weighing over 140,000 pounds on drivers?

Mr. Steinberger: Yes, and in freight service, in the mountain division, the \$4 rate would apply on all engines weighing over 140,000 pounds on drivers.

Mr. Phillips: Do you know whether the Southern Pacific has any engines weighing more than 140,000 pounds on drivers?

Mr. Steinberger: Yes.

Mr. Phillips: Do you know whether they are used on that particular division?

Mr. Steinberger: Yes.

Mr. Phillips: They are?

Mr. Steinberger: Yes.

Mr. Phillips: Please turn to page 157, Southern Pacific (Sunset Lines). Do you mean Southern Pacific (Sunset Lines) or Southern Pacific (Atlantic System)?

Mr. Steinberger: It used to be called the Southern Pacific (Atlantic System); it is now called Central Lines, or Sunset Lines.

Mr. Phillips: Do you know whether any more lines are included in the operation under Sunset Lines?

Mr. Steinberger: No, sir, I do not know.

Mr. Phillips: Your table is intended to cover what has been commonly known as the Atlantic System?

Mr. Steinberger: Yes.

Mr. Phillips: I notice in your rates here for firemen you use fractions and odd figures. Can you explain why that is?

Mr. Steinberger: That is the way they were given to me by the chairman of our committee on that road.

Mr. Phillips: This, then, is one of the tables which was not prepared by yourself?

Mr. Steinberger: Yes.

Mr. Phillips: You understand it, or have every faith in the accuracy of the figures?

Mr. Steinberger: I do not understand it.

Mr. Phillips: Well, you understand it to be correct?

Mr. Steinberger: Yes.

Mr. Phillips: Perhaps I am asking too much of you, Mr. Steinberger. What I started out to say was that you understand it to be correct?

Mr. Steinberger: Yes.

Mr. Phillips: Do you know why the general chairman was requested to prepare this rate?

Mr. Steinberger: Simply because we could not get the rate. The Sunset Line rates for firemen are on a trip basis, and not knowing the distance between points, or any of the technicalities of this schedule, he was requested to make up these rates, and that is what he gave us.

Mr. Phillips: Do you believe he would have had less trouble if some standard method of classifying engines was generally adopted?

Mr. Steinberger: Yes, we did not have any such trouble on any of these other roads.

Mr. Phillips: Is this rate made on a mileage basis?

Mr. Steinberger: On a trip basis.

Mr. Phillips: You said, I believe, that if a mileage basis was universally adopted, and some standard uniform method for classifying locomotives, it would be much easier to reach a comparison between the different railroads and to understand just what is being paid to engineers and firemen?

Mr. Steinberger: Yes.

Mr. Phillips: Mr. Stone, do you wish to ask any questions?

Mr. Stone: Mr. Steinberger, will you refer back to page 1 for a moment?

Mr. Steinberger: Yes.

Mr. Stone: I would like to ask you a question in regard to the Atchison, Topeka & Santa Fe (Proper). For the group of locomotives ranging from 140,000 to 170,000 pounds weight on drivers the percentage of increase of wages requested appears to be from 22 to 28 per cent, while for the same engines on the other divisions of the railroad it is a much smaller increase. How do you account for this?

Mr. Steinberger: Are you asking about page 1?

Mr. Stone: Take page 1, down in the third group, 140,000 pounds to 170,000 pounds, on a Consol. engine, the fireman's rate is given at \$2.65.

Mr. Steinberger: Yes.

Mr. Stone: And the percentage of increase is 22.64?

Mr. Steinberger: Yes.

Mr. Stone: While right over on the next page, on the region between Pueblo and Denver, the same Consol. engine is shown as carrying a rate of \$2.94.

Mr. Steinberger: Yes.

Mr. Stone: You do not mean to convey by that the idea that it is a very high increase for this other territory? Is it not simply an indication that it is a very low spot in the firemen's wage?

Mr. Steinberger: Yes, it is much lower than on the district between Pueblo and Denver.

Mr. Stone: In compiling these rates do you not find these low spots all over the different roads?

Mr. Steinberger: Yes.

Mr. Stone: On some particular class?

Mr. Steinberger: Yes.

Mr. Stone: Take for example, on page 44, the Chicago, Burlington & Quincy. They have a rate there for the Mikado type weighing less than 200,000 pounds on drivers, in through freight service, of \$5.40?

Mr. Steinberger: Yes.

Mr. Sheean: What page is that?

Mr. Stone: Page 44, Mikado type weighing less than 200,000 pounds on drivers; while on the Chicago, Milwaukee & St. Paul, on page 50, for Mikado type weighing less than 225,000 on drivers it is \$5.55, and on page 91, on the Illinois Central, for the same type of engine, a Mikado weighing less than 225,000 pounds on drivers, that pays \$5.40. Now, these are the modern type locomotive, yet there is a discrepancy of 15 cents between these two rates.

Mr. Steinberger: Yes.

Mr. Stone: That simply indicates a low spot again?

Mr. Steinberger: I am afraid you are overlooking something in these rates, though. Take the Mikado type engine on

the C., B. & Q., on page 44, the freight rate for that engine is \$5.40.

Mr. Stone: That is the way I have it here, I believe.

Mr. Steinberger: Yes. Now, turn to the next Mikado rate you call attention to on page 50—

Mr. Stone: The Chicago, Milwaukee & St. Paul.

Mr. Steinberger: Yes, the \$5.55 rate.

Mr. Stone: Yes.

Mr. Steinberger: You will notice that the rate above that in the same group for the Mikado engine is only \$5.30.

Mr. Stone: \$5.30.

Mr. Steinberger: Yes. One of those engines weighs 215,000 pounds and over on drivers and the other one does not.

Mr. Stone: A difference probably of 500 pounds.

Mr. Steinberger: Yes, and a 25 cent differential.

Mr. Stone: Yes, I knew that. I think that is all.

CROSS EXAMINATION.

Mr. Sheean: Mr. Steinberger, turn to pages 1 and 2, the Atchison, Topeka & Santa Fe, to which Mr. Stone just adverted.

Mr. Steinberger: Yes.

Mr. Sheean: If the territory between Pueblo and Denver, on page 2, is not a district which under the proposition submitted here would take that added ten per cent. rate, then the percentages carried in the last column on the page would not only approach but probably would pass the percentages shown on page 1, would they not?

Mr. Steinberger: Yes, it would apply, just the same as you referred to the Southern Pacific a short time ago.

Mr. Sheean: As a matter of fact, the part of the Atchison, Topeka & Santa Fe system shown on page 1, all territory except between Pueblo and Denver, is now on a different rate than the one shown on page 2, is it not?

Mr. Steinberger: Yes, on a different basis.

Mr. Sheean: Where the differential exists—

Mr. Steinberger: I don't know whether the gradient between Pueblo and Denver is sufficient to carry this 10 per cent increase, as shown at the head of this table. I don't know that.

Mr. Sheean: And I take it it is so, Mr. Steinberger, you have no knowledge as to the conditions on this famous twenty-

two mile run from Field to Laggan, on which they pay \$5.65 for all engines except Mallets?

Mr. Steinberger: But this rate does not only apply on the Alberta division between Field and Laggan, but on the British Columbia division, as shown on the second page following, it also applies. I don't know anything about that district either.

Mr. Sheean: And the provision there is just the same on all engines except the Mallets, they take the \$5.65 rate?

Mr. Steinberger: Yes, sir.

Mr. Sheean: I take it, Mr. Steinberger, from what you have already said, that you have no knowledge as to how many of these engines of different types are operated on any particular part of these railroads?

Mr. Steinberger: No, sir. Some classification books and blueprints show that, but we have made no effort whatever to keep track of the number of engines of different classes. However, that information, I remember, was requested from the General Managers' Committee, and we never got it.

Mr. Sheean: Well, there isn't anywhere in this compilation—I haven't run over it all—there is no effort to assemble any information as to the number of engines that take a particular rate?

Mr. Steinberger: No, sir, no attempt whatever has been made.

Mr. Sheean: Now, of course, Mr. Steinberger, that may be in these schedules, certain rates which would be applicable to engines if operated on certain divisions?

Mr. Steinberger: Yes, sir.

Mr. Sheean: And as to whether they ever were operated on such divisions, or ever took such rates, you don't know?

Mr. Steinberger: No, sir.

Mr. Sheean: Nor does this purport to carry any such information?

Mr. Steinberger: No, sir.

Mr. Sheean: There was one question asked you, Mr. Steinberger, which, as I understand it, was whether there was, in any of the schedules, a higher rate as to any or all classes of engines, in the present schedules and in your proposals—is there any road or schedule which carries a higher rate of pay on all

the engines which that road has in operation than the proposal here?

Mr. Steinberger: No, sir.

Mr. Sheean: I thought perhaps you did not intend, in using that expression, "any or all" to infer or imply that such was the case.

Mr. Steinberger: No, sir.

Mr. Sheean: When you speak of there being 33 roads in which you can find or have found a particular rate as high or higher than that, that may be a rate for a particular engine operated in a particular way, that would carry that rate?

Mr. Steinberger: Either for engineers or firemen?

Mr. Sheean: Either for engineers or firemen.

Mr. Steinberger: Yes, sir.

Mr. Sheean: And whether there is now or ever has been a schedule in operation on that road, under which that higher rate was ever paid, you cannot say or attempt to show by this summary?

Mr. Steinberger: In many instances we actually know that these engines, where the excessive rate is paid, are really in service.

Mr. Sheean: In many cases?

Mr. Steinberger: Yes, sir, practically all cases except you take the C. P. R. and maybe other roads.

Mr. Sheean: What I meant was that this exhibit does not purport to show that fact.

Mr. Steinberger: No, sir, it does not.

Mr. Sheean: There is not in this book, is there, Mr. Steinberger, any comparison of present rates in work train, pusher, helper, wreck, mine run, belt line or transfer service?

Mr. Steinberger: Yes, sir. For transfer service there is a group of small roads in the back of the book, beginning with page 187. You will notice that there is the Baltimore & Ohio Chicago Terminal, which shows a transfer service and suburban passenger service. Also the Chicago & Western Indiana and the Belt Railway of Chicago. The other roads are just simply terminal roads and refer to switching service only. Those two roads are the only ones that refer to transfer service in any particular at all.

Mr. Sheean: Under the proposal as submitted, Mr. Stein-

berger, there is, as you of course know, a request that pusher, helper, work train, wreck, mine run services all pay a through freight rate.

Mr. Steinberger: Yes, sir.

Mr. Sheean: Have you made any comparison or tabulation of the present work train rates with the rates proposed in this submission?

Mr. Steinberger: None whatever.

Mr. Sheean: Or as to any of the other items in this unclassified service?

Mr. Steinberger: No, sir, except transfer, in regard to these companies back here. (Indicating in book.)

Mr. Sheean: And that is the part you refer to here?

Mr. Steinberger: Yes, sir.

Mr. Sheean: You haven't made an extension anywhere of this increase of 10 per cent?

Mr. Steinberger: No, sir.

Mr. Sheean: Do you know where that 10 per cent is to be applied?

Mr. Steinberger: No, sir; there is nothing whatever in this book to indicate where it should be applied.

Mr. Sheean: I mean to what you apply the 10 per cent?

Mr. Steinberger: No, sir.

Mr. Sheean: And is there any comparison of way freight rates?

Mr. Steinberger: No, sir.

Mr. Sheean: You have some figures here as to the Southern Pacific. The Southern Pacific, I believe, has been spoken of as being on an eight hour basis?

Mr. Steinberger: Part of it. Which system?

Mr. Sheean: The Pacific system.

Mr. Steinberger: Yes, sir.

Mr. Sheean: That eight hour basis, however, provides that one, two or three trips may be made within a period of eight hours, does it not?

Mr. Steinberger: I don't know.

Mr. Sheean: In your comparison here, did you figure these rates on a 100 mile basis or on the basis of actual miles?

Mr. Steinberger: By referring to page 111, next to the last paragraph, it states:

“Where Rates and Percentages shown therein are based on less than a 10-hour day, as indicated, the percentages of increase are more apparent than real, and should be carefully so considered.”

Mr. Sheean: Well, let us take that Southern Pacific as an example. Under their present eight hour day, so-called, in which they may use an engineer or fireman on three trips of sixty miles each, made within the eight hour period, the company would, under that schedule, pay for one hundred and eighty miles, for three times sixty miles, would it not?

Mr. Steinberger: I presume so.

Mr. Sheean: And, under this schedule which you propose, they would pay for three hundred miles, or three days?

Mr. Steinberger: I don't know about that.

Mr. Sheean: Do you know of any way, in which, under the Automatic Release rule, there would be any possibility of using them for three trips and adding the actual mileage together?

Mr. Steinberger: I am not familiar with the application of the Automatic Release rule at all.

Mr. Sheean: But you do know in this comparison, Mr. Steinberger, that the Southern Pacific schedule makes provision for using engineers or firemen for three trips within the eight hour period?

Mr. Steinberger: No, I don't know that.

Mr. Sheean: Well, in making this comparison of rates, did you extend that rate as though it were on a one hundred miles basis?

Mr. Steinberger: Yes, sir, as the statement says in the first of this book, “Where rates and percentages shown here are based on less than a 10-hour day, as indicated, the percentages of increase are more apparent than real.” That is, we did not take into consideration any number of hours. It was based just the same as the 10-hour roads.

Mr. Sheean: Well, the percentage of increase or decrease—

Mr. Steinberger (Interrupting): Worked both ways?

Mr. Sheean: Worked both ways.

Mr. Steinberger: Yes, sir.

Mr. Sheean: And if, under the Southern Pacific schedule,

where they have an eight-hour day, they could under that schedule, make these three trips and pay for one hundred and eighty miles, and, under the proposal, would be required to pay for three hundred miles, that would also be a very substantial difference, would it not?

Mr. Steinberger: This, then, Mr. Steinberger, is simply a comparison of rates with no consideration whatever of the basis to which any of them is applicable?

Mr. Steinberger: None whatever.

Mr. Sheean: And as to this Denver & Rio Grande schedule, about which some questions were asked as to the four hour day or the mileage basis, and the minimum guarantees, you, I assume, have made the best comparison that you could of that kind of a schedule adapted to this present form?

Mr. Steinberger: Yes, sir.

Mr. Sheean: Now, when you speak, Mr. Steinberger, of the great number of classifications now existing on the different roads, and this disparity that is spoken of whereby on a ten-wheel engine there may be a less rate of pay than on an 8-wheel engine, all of those bases of pay on the different roads have been arrived at by mutual agreement between the organizations and those roads?

Mr. Steinberger: I presume they are all rates that have been negotiated by the committees and the managements of the roads.

Mr. Sheean: And these schedules that you speak of, that you have taken these rates from, are the agreement of the men on that particular road with the management of that road as to how the engines on that road should be classified as to pay?

Mr. Steinberger: Yes, sir.

Mr. Sheean: And it shows that on different roads engines that may weigh the same amount on drivers, may be given a different rating as to basis of pay?

Mr. Steinberger: Yes, sir.

Mr. Sheean: And it is true, I assume, Mr. Steinberger, that from your railroad experience you know that particular types or styles of engines may be more serviceable upon one kind of railroad than upon a railroad operated in a different part of the country, better adapted to the peculiarities of that railroad?

Mr. Steinberger: I don't know. I never ran or fired engines but on one railroad.

Mr. Sheean: And where was that, Mr. Steinberger?

Mr. Steinberger: On the Illinois Central.

Mr. Sheean: And how long did you fire there?

Mr. Steinberger: About two and a half years.

Mr. Sheean: And then you were an engineer?

Mr. Steinberger: Yes, sir.

Mr. Sheean: About how long?

Mr. Steinberger: Four or five years.

Mr. Sheean: And how old are you now?

Mr. Steinberger: Thirty-eight.

Mr. Sheean: Well, from an examination of these different schedules it is apparent that the different classifications agreed upon on different bases have been in existence by agreement between the employes of the road for many years.

Mr. Steinberger: Evidently.

Mr. Sheean: I think that is all, Mr. Steinberger.

REDIRECT EXAMINATION.

Mr. Stone: Mr. Steinberger, in order that we may not be misunderstood, I think it might be well for you to read that special information you compiled there, as to how these rates were built up, on page 3.

Mr. Steinberger: Page 3?

Mr. Stone: Yes.

(Mr. Steinberger then read the following statement:)

“This Statement has been prepared to show what is the actual increase in rates of wages requested in the Engineers', Firemen's and Hostlers' proposition of October 10, 1913, for Engineers and Firemen in Passenger, Freight and Switching Service. To accomplish this purpose it was necessary to ascertain:

(1)—The rate paid on each engine, as shown in the schedules or agreements in effect.

(2)—The weight on drivers of such engines, and grouping them as in the proposition.

(3)—The percentage of increase (if any) requested.

The Engineers' and Firemen's rates shown herein do not

include the 'junior rate' in effect on some railroads where Engineers are not paid regular Engineers' rate and Firemen are not paid regular Firemen's rates until they have served as such a specified time.

These statements do not show the "differential" paid on some railroads to Engineers and Firemen because of the gradient, where usually a certain percentage of increase above these rates is allowed on account of heavy grades.

These statements are intended to include only the 'rates' of pay and do not show either the rate of overtime or when overtime begins.

The rates shown herein are limited to 'Passenger,' 'Through Freight' and 'Switching.' The wage schedules on a number of the railroads included herein give a rate for all engines in Switching Service, but in these statements an effort has been made to include only rates in Switching Service for the engines commonly used therein.

The wage schedules on a number of the railroads included herein do not show a rate for both Passenger and Through Freight Service for all engines, but in order to show what the rates would be on all engines, regardless of whether used in passenger or through freight service, the rates for all engines in both Passenger and Through Freight Service are shown herein.

When Rates and Percentages shown herein are based on less than a 10-hour day, as indicated, the percentages of increase are more apparent than real, and should be carefully so considered.

Rates and Percentages shown herein for Firemen are for Coal Burning Engines. Rates are 15 cents less per day than herein shown, on all Oil Burning Engines wherever used in Through Freight Service, except on Simple Engines having cylinders 24 inches or over in diameter, and on Compound Engines weighing 215,000 pounds or more on drivers, and on Mallet Engines, when the oil rate is the same as the coal rate."

"All information concerning Wages and Working Conditions of Engineers, Firemen and Hostlers not shown herein appears in other statements prepared in connection herewith."

Mr. Stone: Regarding this next statement that you make

here, Mr. Steinberger, in regard to the ten hour day on through freight service: to the best of your knowledge in carefully checking over these schedules, do you believe that to be correct? --

Mr. Steinberger: Yes, sir.

Mr. Stone: Passing down to the next list, where you give a list of the railroads having a considerable number of oil burning engines, where you speak of the Atchison, Topeka & Santa Fe, Eastern and Western Lines, do you mean to convey the information that they have all oil burners, or only part?

Mr. Steinberger: Only part, unless it is so stated.

Mr. Stone: You have no knowledge of how many engines in each class?

Mr. Steinberger: No, sir.

Mr. Stone: Well, that brings us back to the same old question of these engines and class. From your personal knowledge you could not make an affidavit today, could you, that there is a single engine in operation on any railroad?

Mr. Steinberger: No, sir.

Mr. Stone: Still to the best of your belief they are using engines of some class, both freight and passenger?

Mr. Steinberger: The nearest I have seen is the blueprint, the closest I was ever to them.

Mr. Stone: You say practically all oil. What do you mean by that?

Mr. Steinberger: Practically all locomotives in the service of the company are oil burners.

Mr. Stone: In road service, do you mean?

Mr. Steinberger: Yes.

Mr. Stone: Or used in switching service, too?

Mr. Steinberger: Well, in fact all. Now, you take the San Antonio & Aransas Pass, while I notice here that it says practically all oil, it does not follow that it is to be understood that all engines on the road, including pumping engines, water tanks, are oil burners.

Mr. Stone: No coal used for fuel at all?

Mr. Steinberger: None at all.

Mr. Stone: On that road?

Mr. Steinberger: No, sir.

Mr. Stone: That is your information?

Mr. Steinberger: Yes, sir. How true that is, I really don't know.

Mr. Stone: Coming back to that question of that rate on the Santa Fe between Pueblo and Denver—page 2 I think it is—

Mr. Steinberger: Yes, sir.

Mr. Stone: I happen to be fairly familiar with that territory. If it could be shown that that grade is only 76 feet to the mile, that would not take a mountain rate, of course. It would be the valley rate?

Mr. Steinberger: I don't know the method of computing the grade.

Mr. Stone: Well, it is less than 1.8.

Mr. Steinberger: Well, if it is less than 1.8 that would not take the increased rate of 10 per cent over the rate shown here. The rate would be exactly as shown here.

Mr. Stone: The rates would be exactly as shown here then?

Mr. Steinberger: Yes, sir.

Mr. Stone: Referring to that Southern Pacific run where they are going to go out and make three sixty-mile trips in eight hours, do you believe it is possible, under the present system, for a freight crew to go out and make three turn-around trips of sixty miles each in eight hours?

Mr. Steinberger: I have never seen it done.

Mr. Stone: Is it not a fact that these rates, with all the differentials that are shown, are really built up through conference with the different operating officials, and they depend largely on the generosity of the officials as to whether or not you get an increase when you come to go in?

Mr. Steinberger: I presume that is the case, yes, sir.

Mr. Stone: Has that not been your experience in committee work?

Mr. Steinberger: I never had any committee work.

Mr. Stone: Never any committee work?

Mr. Steinberger: No, sir.

Mr. Stone: Lucky man.

Mr. Steinberger: Yes, sir.

Mr. Stone: In compiling these rates, how many roads did you find that carry a junior rate for engineers?

Mr. Steinberger: Three.

Mr. Stone: Three roads?

Mr. Steinberger: Yes, sir.

Mr. Stone: Could you recall them without checking up your notes?

Mr. Steinberger: Yes, sir; Chicago & North Western; Chicago, St. Paul, Minneapolis & Omaha, and the Minneapolis, St. Paul and Sault Ste. Marie.

Mr. Stone: I see the chairman of the conference committee of the railroads shaking his head, so you must be mistaken on his road.

Mr. Steinberger: It must be.

Mr. Stone: On how many roads did you find a junior rate for firemen?

Mr. Steinberger: One.

Mr. Stone: Which one was that?

Mr. Steinberger: The Chicago, Burlington & Quincy.

Mr. Stone: The Chicago, Burlington & Quincy?

Mr. Steinberger: Yes, sir.

Mr. Stone: How long does a man have to fire before he becomes a full-fledged fireman?

Mr. Steinberger: "Firemen, during their first six months employment as such, except experienced firemen, will be classed as junior firemen, and will be paid 90 per cent of the rates shown herein."

Mr. Stone: For how long?

Mr. Steinberger: The first six months.

Mr. Stone: Have you the information there in regard to the junior rates for the engineers, how long?

Mr. Steinberger: Yes, indeed.

Mr. Stone: Will you read it to us, please?

Mr. Steinberger: Yes, sir. Take the Chicago, St. Paul, Minneapolis & Omaha:

"Promoted engineers will be paid 80 per cent of rates shown herein for first year as engineers. Year to date from time of doing first running. This rate not to apply to yard or transfer service."

Mr. Stone: What does the Chicago & North Western do?

Mr. Sheean: You mean what they do, or what the schedule shows, Mr. Stone? There may be some difference between the two.

Mr. Stone: There generally is—on the side of the company.

Mr. Steinberger: "First year promoted engineers receive 80 per cent of rates shown in the schedule."

I will take the Soo Line. I do not believe I could quote the rule for the Soo Line. Yes, here it is.

"Promoted engineers for first year's service receive 80 per cent of first class pay. Not to apply to yard service."

Mr. Trenholm: If I may be pardoned, will you give me the date of that schedule?

Mr. Steinberger: The Minneapolis, St. Paul & Sault Ste. Marie?

Mr. Trenholm: No, the Omaha.

Mr. Steinberger: Yes, sir.

Mr. Stone: I will be very glad to learn that it is not true.

Mr. Steinberger: December 24, 1910, the date of the Chicago Engineers' Agreement.

Mr. Trenholm: I will state that I will advise the Board on that, but my impression is that that was abolished by a ruling some four years ago, and that we pay standard pay from the date of the engineers' promotion.

Mr. Steinberger: Although the rule still appears in the schedule?

Mr. Trenholm: The rule still appears in the schedule.

Mr. Stone: Then, Mr. Steinberger, is it not a fact that this indicates that on these three particular roads, they are not as liberal in their pay to enginemmen as the other roads in this **western territory?**

Mr. Steinberger: Two, you mean, now?

Mr. Stone: Well, two, I should say then.

Mr. Steinberger: Yes.

Mr. Phillips: I just want to ask one more question of Mr. Steinberger.

Getting back to that Santa Fe rate out around Pueblo, I believe you stated that if the grade there did not reach 1.8 per cent, the rates requested, if granted, would apply just as they appear in this tabulation?

Mr. Steinberger: Yes, sir, exactly.

Mr. Phillips: Now, will you turn to the Atchison, Topeka & Santa Fe Lines on page 7, or rather, first, on page 5, I would call your attention to the engines appearing in the group 170,000 pounds to 200,000 pounds, the Consols.

Mr. Steinberger: Yes, sir.

Mr. Phillips: One Consol. pays \$3.30, the other \$3.75 to firemen?

Mr. Steinberger: Yes, sir.

Mr. Phillips: I understand the \$3.75 rate is made, because, as indicated by the star following the abbreviation "Consol.," the engine is a Compound, having cylinders 24 inches and over in diameter, I should say a simple engine having cylinders 24 inches and over in diameter.

Mr. Steinberger: Yes, sir. Those three engines—the first Consol. engine is the 789 class; the second with the star is the 798 class; the Prairie type in the same group is the 1800 class. That is the way they are classed by the Atchison, Topeka & Santa Fe Company.

Mr. Phillips: Then, the Prairie type of compound, weighing less than 215,000 pounds on drivers, carries a rate of \$3.30, and the Consol., weighing within that same limit (170,000 to 200,000 pounds) not having a cylinder 24 inches in diameter, carries a rate of \$3.30?

Mr. Steinberger: Yes.

Mr. Phillips: And the increase requested on those engines, the per cent of increase of the two \$3.30 engines, would be 13.64 per cent?

Mr. Steinberger: Yes, sir.

Mr. Phillips: But no increase is requested on the Consol., having a 24 inch cylinder?

Mr. Steinberger: No, sir. On some roads Consol. engines all pay the \$3.75 rate, regardless of the size of cylinders. The Northern Pacific, for instance.

Mr. Phillips: In freight service?

Mr. Steinberger: In freight service.

Mr. Phillips: Now, turn to the Chicago & North Western on page 41, please. Well, first, these figures which I read from the Santa Fe on page 5 apply from Chicago west, do they not, until you reach the territory where mountain rates begin on the Santa Fe lines?

Mr. Steinberger: Those distances were furnished me by the chairman of the committees on that road, and not being familiar with the physical character of the road, or anything of the kind, I could not say.

Mr. Phillips: Well, but just taking your total, Mr. Stein-

berger, which I understood you to say was taken from the schedules—

Mr. Steinberger: Yes, sir.

Mr. Phillips: Of the companies?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Chicago to Canon City, and Wellington to Waynoka?

Mr. Steinberger: Yes, sir.

Mr. Phillips: That is not territory around Pueblo that we were discussing a moment ago?

Mr. Steinberger: No, it seems not, as the next distance is shown. If there is a distance shown between Pueblo and Denver, I would suppose that began the distance.

Mr. Phillips: You understand that to be the district running out of Chicago. It says "Chicago west."

Mr. Steinberger: Yes, sir.

Mr. Phillips: Now, turn to Chicago & North Western on page 41. That is in the same territory, about, that the Santa Fe falls, as far as the Missouri River anyway, perhaps west, for some distance. It is all in the Missouri Valley, is it not?

Mr. Steinberger: Yes, sir.

Mr. Phillips: You would so understand it?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Well, apparently the Chicago & North Western has no Consols. weighing 170,000 pounds to 200,000 pounds on drivers, but they have one weighing 140,000 to 170,000 pounds on drivers, much smaller.

Mr. Steinberger: No, Consols., they have not.

Mr. Phillips: It is a Pacific type?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Well, it is an engine?

Mr. Steinberger: Yes.

Mr. Phillips: Weighing within that group?

Mr. Steinberger: Yes.

Mr. Phillips: Now, the rate there is \$3.60.

Mr. Steinberger: Yes, sir.

Mr. Phillips: And the per cent of increase, if the increase requested were granted, would be \$1.39?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Now, turn to Chicago, Burlington & Quincy on page 44. We have Prairie type engines, Pacific type engines,

and also Consol. type engines, 140,000 pounds to 170,000 pounds, paying \$3.60 for firemen there, have we not?

Mr. Steinberger: Yes, sir.

Mr. Phillips: And the rate per cent of increase requested is \$1.39?

Mr. Steinberger: Yes, sir.

Mr. Phillips: 1.39 per cent?

Mr. Steinberger: Yes, the same as the North Western.

Mr. Phillips: Now, turn to the Chicago, Milwaukee & St. Paul on page 50. Take the Consols. within that same class, 170,000 to 200,000.

Mr. Steinberger: Yes, sir.

Mr. Phillips: It appears that the present freight rate there is \$3.50 for firemen?

Mr. Steinberger: Yes, sir.

Mr. Phillips: The increase requested there, if granted, would amount to 7.14 per cent. I have selected these roads, Mr. Steinberger, believing that they operated in territory similar to that through which the Santa Fe runs west out of Chicago.

Mr. Steinberger: Yes, sir.

Mr. Phillips: Do you know of any reason why these same engines should not pay the same rate as paid on the Santa Fe, as is generally paid on other roads?

Mr. Steinberger: No, I do not.

Mr. Phillips: Would not those figures indicate, that, instead of quite a large increase being asked for the Santa Fe Road, that that road has enjoyed a very low rate, has secured the services of its firemen at a very low rate per cent of the rate that is now being paid on other railroads?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Most of the roads operating in the same territory, not in mountain territory, but in similar territory through the Mississippi Valley, are now paying nearly as much, if not quite as much, as is now being requested?

Mr. Steinberger: It appears that way, yes, sir.

Mr. Phillips: But the Santa Fe is considerably below on the same class of engines?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Then, it is because of another one of those low spots, that this apparent increase of 13.64 per cent shown on the Santa Fe lines for this particular class of engine, and

an increase of 1.39 per cent shows on some of the other roads operating through the same territory?

Mr. Steinberger: Yes, sir.

Mr. Phillips: That is all.

Mr. Stone: I would like to ask one more question, if I might.

Have you the rates and the blueprints that these were compiled from, so that if the representatives of the Managers desire to check up with you, that they can be checked over?

Mr. Steinberger: Yes, sir.

RE-CROSS EXAMINATION.

Mr. Sheean: Mr. Steinberger, having those three roads before you there, the Santa Fe, the Chicago & North Western and the Chicago, Milwaukee & St. Paul, about which the last question was asked you by Mr. Phillips, having that alone, and without knowing any other provision than the schedule of any one of those three companies, with reference to when the day begins and ends, with reference to whether there be or be not initial or final terminal delay, as to whether there be or be not preparatory time allowance, are you able to tell which one of the schedules of those three roads will pay the most money to the engineers and firemen who have a one hundred and twenty mile run?

Mr. Steinberger: I will say that, while I do not know what the schedule provisions are in regard to terminal delay, or any of those trimmings, by simply taking the rates as they are, it is evident that the North Western and the Milwaukee pay a much higher rate for that class of engine.

Mr. Sheean: Mr. Steinberger, assuming that all of the provisions as to when a day begins and ends, overtime basis, initial and final terminal delay, are the same, of course we will agree that if that high rate be applied to a uniform basis, that the higher rate will produce the greater pay.

Mr. Steinberger: Yes, sir.

Mr. Sheean: But, Mr. Steinberger, without knowing anything about the provisions of any one of those schedules as to whether one does, and the other does not, make provisions as to when the day begins; without knowing whether they do or do not make the same provisions as to the beginning and ending of the day; as to whether they do or do not make any provision

with reference to preparatory time, initial or final terminal delay; are you able, from merely knowing the rate and having no knowledge of the other facts that enter into a schedule, able to state which one of those rates will produce the greatest compensation in runs of equal length from Chicago?

Mr. Steinberger: In preparing this statement as stated on the first pages, no consideration was taken, whatever, as to when overtime begins.

Mr. Sheean: Mr. Steinberger, as I understood your answer to Mr. Phillips' last question, you indicated or intimated that the Santa Fe was paying less to its men for service out of Chicago than the other roads were.

Mr. Steinberger: As shown by this exhibit.

Mr. Sheean: And that is assuming that the other provisions of the schedule that do operate in a compensatory way are identical.

Mr. Steinberger: Well, this exhibit is not based at all on overtime, and has no reference whatever to overtime rules on the Santa Fe or the C. B. & Q. or the North Western, either, as far as that is concerned.

Mr. Sheean: And without having some knowledge of these other rules, you could not tell which would produce the largest sum of money on a run of equal length out of Chicago?

Mr. Steinberger: No further than what this exhibit has to show.

Mr. Sheean: That is all.

Mr. Phillips: Mr. Steinberger, all of the roads which I have named in asking my questions are ten hour roads, are they not, ten miles per hour road for freight service?

Mr. Steinberger: Ten hours a day, yes, sir. They are not shown in this table shorter than the ten hour day.

Mr. Phillips: The Rock Island could be included, could it not, as having a rate of \$3.60 for a Consol. engine of that type?

Mr. Steinberger: Yes, sir.

Mr. Phillips: Could not the comparison be carried into other territory and include the Union Pacific, which also parallels the Santa Fe west of the Missouri River, or in a measure runs through the same territory, and perhaps include other roads through the Northwest, where the \$3.60 rate would apply, where the \$3.25 applies to the Santa Fe?

Mr. Steinberger: Any road except the ones shown in this group having shorter than a ten hour day.

Mr. Phillips: Now, if it could be shown that the initial and terminal delay, or the "trimmings" as you characterize them, are less favorable on the Santa Fe than on any of these other roads, on any one of them, or on some of them, could you understand that not only was the rate of pay higher on these other roads, but the other perquisites were also much to the firemen's advantage?

Mr. Steinberger: If I knew that such was the case, why, certainly.

Mr. Phillips: But you do not know?

Mr. Steinberger: No.

Mr. Phillips: But if that could be shown, you would have no hesitancy in saying that the rates were much better, but the conditions of service were likewise better?

Mr. Steinberger: Yes.

Mr. Phillips: By conditions of service I refer to these "trimmings" which you include in the general category?

Mr. Steinberger: Yes, sir.

Mr. Phillips: I think that is all.

Mr. Sheean: And, Mr. Steinberger, you must and do always consider the trimmings and perquisites in connection with the price paid to firemen, both what it means to the company and to the men?

Mr. Steinberger: I would say so, yes, sir.

Mr. Nagel: You do not want them to be regarded as trimmings merely, because they constitute a substantial part of your claim, don't they?

Mr. Steinberger: Yes, sir.

Mr. Stone: Is it not a fact that those working conditions which you designate as "trimmings" are really a part of what have been granted to the men in order to make up a legitimate day's work?

Mr. Steinberger: Yes. They are schedule provisions negotiated the same as the rates.

Mr. Stone: And they have always been so considered in making up the part of the men's compensation?

Mr. Steinberger: Yes, sir.

Mr. Stone: For the day's work?

Mr. Steinberger: Yes, sir.

Mr. Stone: You could not tell by looking at the rate on those three roads, could you, which engine would be the easiest to fire, or which one you would rather take out?

Mr. Steinberger: No, sir, I have been out of service so long I would not care to say that.

Mr. Stone: Well, if by checking up these rules or working conditions that they speak of, it could be shown that the Santa Fe is much less liberal than the other two, you would agree that it was not as good a job, would you not?

Mr. Steinberger: Oh, it would make the variation wider in favor of the other roads, of course.

Mr. Stone: That is all.

Mr. Shecan: Just one question, Mr. Steinberger. You said it was so long since you have been out of service. How long since you quit running an engine?

Mr. Steinberger: 1904.

Mr. Shecan: That is all.

Mr. Shea: Mr. Steinberger, speaking about these "trimmings," it does not necessarily mean that even on a road that allows initial or terminal delay that the engineer and fireman will draw wages from that rule every trip, does it?

Mr. Steinberger: Oh, I wouldn't think so, no, sir.

Mr. Shea: Well, it is possible for an engineer and fireman to go out and come back, day in and day out, week in and week out, month in and month out, without making a cent. so far as it applies to initial or terminal delay, is it not?

Mr. Steinberger: Yes, sir, and also including overtime.

The Chairman: Is that all? Call your next witness.

Mr. Stone: Mr. Chairman, in view of the fact that it is only a few minutes more, if it is agreeable to the Board, we would much prefer not to put our next witness on until the next session, because it is going to be a long drawn out affair with our next witness, and it will take all day at least. However, we are ready to go on if it is the wish of the Board. I simply offer that as a suggestion, because I know we are not going to meet tomorrow.

The Chairman: I think we shall save time in the long run by adopting your suggestion.

Mr. Stone: I understand that when we adjourn we do not meet again until Monday morning. Is that correct?

The Chairman: That is correct. The Board will adjourn until 10 o'clock Monday morning.

(Whereupon, at 4:25 o'clock P. M., December 4, 1914, an adjournment was taken until 10 o'clock A. M., December 7, 1914.)



IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, December 7, 1914.

Met pursuant to adjournment at 10 o'clock A. M.

Present: Arbitrators and parties as before.

Mr. Phillips: Mr. Carter, will you take the stand, please?

W. S. CARTER was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Trenholm: I would like to make a statement to the Board. On Friday, in the testimony of Mr. Steinberger, the Omaha schedule was questioned, and I promised to look it up and see whether any change had been made in the rule as it is written in the 1910 schedule. I find I was in error, that that rule applies today. What misled me was the fact that a little earlier we had made a modification of that rule exempting yard men and transfer men.

Mr. Stone: I would understand that you do still have a junior rate for road men on the Omaha road?

Mr. Trenholm: As the rule reads, yes, sir.

Mr. Phillips: Mr. Carter, have you prepared some data showing the comparative hourly rates of pay, as between engineers and firemen and employes in other leading industries in the Western territory?

Mr. Carter: I have.

Mr. Phillips: I have here, Mr. Carter, a volume entitled

“Rates of Wages Per Hour, Increase in Rates of Wages Per Hour, and Hours of Service Per Day—In Western States and Provinces.” Do you identify this as the volume prepared by yourself?

Mr. Carter: I do.

Mr. Phillips: If the Board pleases, I desire to introduce this as exhibit No. 5.

(The document so offered and identified was received in evidence and thereupon marked “‘Employes’ Exhibit No. 5, December 7, 1914.”)

Mr. Phillips: Will you please explain the purpose of this exhibit?

Mr. Carter: The purpose is set forth in the first subdivision here, which I shall read:

“The information published in this statement is primarily for the purpose of demonstrating:

“(1) That rate of wages of Locomotives Engineers, Firemen and Hostlers have been and are now less than rates of wages paid in other leading industries;

“(2) That Locomotive Engineers, Firemen and Hostlers have received less increase in wages, 1914 over 1907, and 1914 over 1910 than have employes in other leading industries.

“(3) That a ‘day’s work’ required of Locomotive Engineers, Firemen and Hostlers is greater than is required by employes in other leading industries;

“(4) That, while required to work hours far in excess of employes in other industries, Locomotive Engineers, Firemen and Hostlers receive much less compensation for ‘overtime.’”

Mr. Phillips: Have you, in preparing this work, compiled some basic tables from which this information may be derived?

Mr. Carter: I have some tables in here that may be termed “basic,” but of course you understand that they are derived from supporting data; that is from other authorities. To that extent they are derivative tables; but so far as the use in this report is concerned they are basic tables.

Mr. Phillips: For the purpose of explanation, Mr. Carter, will you please turn to page 18 of this exhibit, table 7, “Increase in rates of wages per hour of Locomotive Engineers and Firemen in freight service of western railroads, from 1907 to Novem-

ber 1, 1914," will you kindly explain the method used in preparing this table?

Mr. Carter: An attempt, in the beginning, was made to include all railroads; but inasmuch as this research is limited to the rates of wages per hour, we found it necessary to eliminate certain roads, because of the complications that would arise should we include them in this list.

For instance, we first had the Canadian Northern and then eliminated it, because on the Canadian Northern they have a nine-hour day; and in order to avoid as many complicated situations as possible we removed from Table 7 the Canadian Northern Railroad.

We have several eight-hour days. That is, we have several roads where they have the eight-hour day, and there might be some question as to what the rate of wages was per hour when compared with ten-hour rates. Therefore, we eliminated those roads.

We have one road in particular where the rate of wages is on the trip basis. That is, they get so much money for going from one terminal to another.

We reached the conclusion, or at least I did, that to attempt to include those railroads would only bring up discussions that would not be beneficial.

I think on the pages from 18 to 58 you will find thirty ten-hour roads reported.

The first column, which is the same on each page for the thirty railroads, shows the railroads and the classes of the engines in use.

We not only show the railroads, but, where the same rate is not paid on all portions of the same railroad, we show the different districts.

In order to present information from a different viewpoint than was shown in Exhibit 4, presented Friday afternoon, I have described the locomotives in this first column just as they appear in the official schedules.

For instance, taking the Atchison, Topeka & Santa Fe, eastern and western lines, Chicago & Canon City, including branches. the first engine reported there is an eight-wheel engine.

In this exhibit there is no attempt even to intimate how large

that eight-wheel engine is. Of course, the rate being low, indicates that the engine is small.

The next you will find is a ten-wheel engine, less than 100,000 pounds on drivers.

Now, you will note from that, that on this road at least, and on some other roads they may classify one engine by its popular name, and the very next engine by its proper name and make the dividing point by weights on drivers.

The Atchison, Topeka & Santa Fe Railroad being the first in the alphabetical list, appears first here. There was no purpose whatever in presenting the Atchison, Topeka & Santa Fe for any reason not shown in the fact that in any alphabetical list of railroads the Atchison, Topeka & Santa Fe appears first. In some lists the Atchison, Topeka & Santa Fe Coast Lines appear before the Atchison, Topeka & Santa Fe Eastern and Western lines, because "C" comes ahead of "E;" but, in this instance, considering that the Atchison, Topeka & Santa Fe eastern lines are perhaps the parent company, we have included them first.

The Gulf, Colorado & Santa Fe is also a subsidiary line and a part of the Atchison, Topeka & Santa Fe, but in this list we have placed it under the letter G instead of under the letter A.

I think you will find in the next column that the engines here reported are identically the same as reported in the schedules.

You will note, however, that in this list of engines appearing for the Chicago & Canon City, including branches, have taken both from the engineers' schedule and from the firemen's schedule.

Where you see a list of rates extending across the entire page, it indicates that the engine is classified in both the engineers' and firemen's schedule the same; but where you find a leader line for the engineers and rates for the firemen, or vice versa, it indicates that there is a difference in the manner in which these engines are described in the Engineers' and Firemen's schedules. But if you will take the Engineers' schedule and the Firemen's schedule you will note all of those descriptions therein.

Turning from that page, to others, you will find that we continue the Atchison, Topeka & Santa Fe, then next give the Pueblo and Denver division, then the LaJunta and Raton, Las Vegas and Albuquerque, then south of Albuquerque and Clovis

and Belen, then the Starkville, Hebron, Blossburg and Waldo branches; but in the Santa Fe district you will note, when comparing the Santa Fe rates with other roads, that they have practically different schedules for different sections of the same road. It requires a considerable number of pages to show the rates of wages for the different schedules on the Santa Fe lines, while such roads as the Chicago, Burlington & Quincy, which I consider equally as important a road, perhaps employing practically as many men, it only takes half a page to tell the whole story.

You will note by turning back to page 18 that there are two general columns, each subdivided into five columns; or, rather, under the Engineers' heading you will find five columns, while under the Firemen's heading you will find six columns.

The first column for both the Engineers and Firemen shows the rates of wages per hour that appeared in the schedules of wages in 1907, after the settlements or wage agreements of that year.

The first column under Engineers and the first column under Firemen, except where it says "fuel" there, are the rates that appeared in effect in 1907. These are taken from the schedules then in effect so far as the firemen are concerned. We have the original schedules and they have been carefully checked, and those are the rates that appear therein.

You will understand, however, that where the schedule says \$4.55 a day, per ten-hour day, we simply pass the decimal point one space to the right and show that it is 45.5 cents per hour. It is very easy to reduce the wages from the daily rate to the hourly rate on a ten-hour road. Not so easy on roads where they have eight and nine hours.

As I stated, the firemen's rates are taken directly from the schedules secured in 1907. The engineers' rates are taken from a volume published by the Brotherhood of Locomotive Engineers, entitled "Official Report of Agreements between Railway Officials and Engineers, 1907-1908."

In this volume, the date that each schedule became effective is shown. In some instances, however, the Engineers did not have their schedules rewritten until early in 1907, but the wage rate was granted and went into effect in—

Mr. Phillips: Pardon me, may I interrupt you?

Mr. Carter: 1908, I should have said.

Mr. Phillips: Yes, 1908.

Mr. Carter: Yes; but the agreement was reached and the schedule of wages became effective some time in December. I know that it was a Christmas present to the engineers.

Now, it may appear in this volume that a rate became effective in March, 1908, so far as the schedule is concerned, but it was effective by virtue of the Chicago Agreement between the Western Railroads and the Brotherhood of Locomotive Engineers, reached in the month of December.

The second column under "Engineers" and the third column under "Firemen" are taken from the schedules in effect in 1910—

Mr. Stone: If I might interject, Mr. Chairman, I do not desire any error to creep into the record, and I realize that Mr. Carter is stating something here from memory: It was in 1910 that we got the so-called Christmas present, and the 1907-1908 settlement was made some time, I think, early in February.

Mr. Phillips: Yes, February.

Mr. Stone: Some time in February we reached an agreement, and it was applied early in 1908 to the different schedules.

Mr. Carter: Yes; my error was in using the 1907 instead of 1910. In this second column under "Engineers" and the third column under "Firemen," the wages are taken from the wage settlements of the year 1910. So far as the Firemen are concerned, they are taken directly from the schedules bearing date of that year. So far as the schedules of the Engineers are concerned, what I have just said about 1907 should apply to 1910; that is, it was in December, 1910, they made their wage settlement, and it may appear on some of the Engineers' schedules that it was not applied until January, or February, or March, 1911; but the fact remains that the wage rate was in effect in December, 1910.

The third columns under "Engineers" and "Firemen" show the rate in effect in 1914, and by a glance at these two columns for 1910 and 1914, you will observe there is practically no change, which indicates that there has been no wage settlement since the settlement of 1910. The first column under the "Firemen" shows the fuel. There are two rates, according to the fuel used.

Mr. Phillips: Did I understand you to say that you had

included only ten-hour roads in this compilation?

Mr. Carter: Yes, sir.

Mr. Phillips: And only those on a ten-hour basis?

Mr. Carter: When I say "ten-hour road" I mean a road on a ten-hour basis.

Mr. Phillips: Do I understand that you have included only freight service?

Mr. Carter: Only freight service. Let me explain that no effort was made to go into any other class of service except freight service until after the book was in print; and, later on, I added two classes of service, which will be explained before I get through. I might say I did not have time, from August until now, to do much more than I did do.

Mr. Phillips: With regard to this fuel, you explained here in the first column, in the Firemen's tabulation, that it so pertains to fuel, and you show two rates for firemen throughout the table, as far as I have looked into it?

Mr. Carter: Yes, sir. I have given the oil rate and the coal rate for all locomotives in freight service on all roads listed, regardless of the fact that the engine cannot be both oil and coal at the same time.

Mr. Phillips: Have all of the roads both kinds of fuel, engines burning oil and coal?

Mr. Carter: No, not all of them, but the number of them is rapidly growing.

Mr. Phillips: Is the number of roads using oil as a fuel, or changing, from oil to coal from time to time, varying—in other words, do roads change from oil to coal, and from coal back to oil again?

Mr. Carter: Without having any specific knowledge upon the subject, I so understand.

Mr. Phillips: Do these classifications of engines which you have used here, which I understand are taken from the present schedule classifications, indicate the number of roads where rates are now based, wholly or partly, on weights on drivers?

Mr. Carter: Yes, I think by reading that first column on those pages, included in table 7, you will find that a large number of railroads base their rates, on at least a portion of their engines, on weights on drivers.

Mr. Phillips: Well, on page 24, now,—just to get that

straight, in the second entry, under the name of the railroad, it shows a ten-wheel engine, less than 100,000 pounds on drivers—it gives the rates all the way across the page for engineers and firemen; and the next entry is for a ten-wheel engine, 100,000 pounds or over on drivers. Do you know why 100,000 pounds was selected as the dividing line?

Mr. Carter: No, sir, I do not.

Mr. Phillips: Down the page a little further it shows Consol. less than 170,000 pounds on drivers, for engineers, and the next line Simple Consol., less than 135,000 pounds on drivers, for firemen. Have you any means of knowing why those were made different for engineers and firemen?

Mr. Carter: Just an arbitrary division, I imagine, between two weights of engines.

Mr. Phillips: You don't know whether 171,000 pounds would be nearer the right figure for engineers, or 134,000 pounds for firemen?

Mr. Carter: No, sir. I think you will find by looking over these classifications for engines, that there is no scientific rule for a division of locomotives by weights on drivers, and—pardon me for suggesting at this time—it was to avoid what seemed to be a lack of rule that our committee grouped the engines by weights on drivers at what they thought would be a fair dividing line.

Mr. Phillips: That was your purpose in adopting a general rule?

Mr. Carter: I think that was the purpose of the committee. You will understand, that this proposition was drafted by a sub-committee that reported back to the general committee, and the general committee approved or adopted the reports of the sub-committee, sometimes modifying them.

Mr. Phillips: Was this sub-committee in possession of information of the desires or opinions of the managers on this subject?

Mr. Carter: I presume so. They were all from the western roads.

Mr. Phillips: Do you think they were influenced in preparing this table by what they understood to be the wishes of the railroad people?

Mr. Carter: I am sure they did, so far as adopting the

weights on drivers for pay for engineers and firemen. I won't say the divisions were made to meet any special request of the railroads.

Mr. Phillips: And in reaching the divisions contained in the proposition submitted to arbitration, they tried, as nearly as they could, to reach a division that would differentiate between different classes and sizes of engines. Was that the purpose?

Mr. Carter: Yes, sir.

Mr. Phillips: And presumably went about it in the same way the Santa Fe did in reaching the 135,000 and 170,000 pounds?

Mr. Carter: I don't know what the Santa Fe officials had in mind when they made the different divisions of weights on drivers. That applies to other roads. I think you will find quite a lack of uniformity in the methods of these railroads in dividing by weights on drivers.

Mr. Phillips: The purpose of your committee, in preparing the articles for arbitration, was to secure uniformity, was it not?

Mr. Carter: Yes, sir.

Mr. Phillips: I believe you called attention to the fact that the tables for the Santa Fe are covered by several pages, 5½ pages, I believe?

Mr. Carter: Five and one-half pages for the Eastern and Western lines, and about three and one-half pages for the Coast lines. That is, about nine pages, to show the different rates and different classifications on the Santa Fe Road between Chicago and the Pacific Coast.

Mr. Phillips: That did not include the Gulf, Colorado & Santa Fe?

Mr. Carter: That doesn't include the Gulf, Colorado & Santa Fe.

Mr. Phillips: And the Burlington, which is quite a large system of railroad, is all on about half a page, on page 30, is it not?

Mr. Carter: Yes, sir.

Mr. Phillips: Does the Burlington have any specific method of classifying engines?

Mr. Carter: I think, if you will note how they do classify

them—they classify them by two methods, first by letters and then by numbers, and then they group them for the purpose of fixing wages. For instance, group 1 is made up of engines known as class A-1, A-2, A-3, A-4, A-5, K-6, K-9, H-5, I-1. I would say, however, that there is no information in the schedule that would indicate what type of engines they are, or what their weight on drivers is. It is only by taking the schedules of the Engineers and Firemen, and then taking the blue prints, or official descriptions of locomotives, published by the company, that you can properly group them by weights on drivers.

Mr. Phillips: Nothing to show their tractive power or other dimensions?

Mr. Carter: Nothing. I would say, however, that the rate is a pretty good index of the increased tractive power.

Mr. Phillips: You feel safe in assuming that, as the rates become higher, very likely they are for larger types of engines?

Mr. Carter: I think that is very likely.

Mr. Phillips: The Burlington has the same classification for engineers and firemen?

Mr. Carter: Yes, sir.

Mr. Phillips: You stated, I believe, that you believed the space occupied by the tabulation of these engines, showing their weights on drivers and the rates applicable, would be much less if some such plan as weights on drivers were adopted as a means of fixing rates of pay for engineers and firemen?

Mr. Carter: Maybe I am mistaken, but I believe one page would show accurately the rates of wages of all engineers and firemen on these thirty roads, or less than one page; and under the present methods it takes forty pages, I believe—from eighteen to fifty-eight—to communicate the same information.

Mr. Phillips: You spoke of the Santa Fe, Eastern and Western lines. I believe you explained that that did not include the Coast lines, or the Gulf, Colorado & Santa Fe?

Mr. Carter: No, sir. And, for years, in our schedules and in referring to our schedules, we have always referred to that portion of the Santa Fe between Chicago and Albuquerque—I think those are the two points—as the Santa Fe proper, and I think formerly some of the Santa Fe literature referred to it in that manner; but in recent years I think they have referred to the Santa Fe Eastern lines under one general manager, and to

the Santa Fe Western lines under another general manager, but both of these grand sub-divisions are under one higher operating official. I am not attempting to explain the details of it, but that is generally, I think, what is done. The Coast lines seem to be operated more or less distinctly from the line east of Albuquerque, as they do the Gulf, Colorado & Santa Fe; but I do not want to pretend that I know exactly how they handle their operating matters or financial matters.

Mr. Phillips: But, under the general caption of the Atchison, Topeka & Santa Fe, Eastern and Western lines, you mean those divisions and subdivisions of that part of the Santa Fe line commonly known and referred to as the Santa Fe Proper?

Mr. Carter: Yes, sir.

Mr. Phillips: In the first column, on page 18, Mr. Carter, there is a small "1" within a circle. What does that indicate—pretty well down on the page?

Mr. Carter: That circled 1 was adopted as a reference figure to a footnote that says, "No engines of this class in service that year."

Mr. Phillips: Then, we would understand from that, that Mallet engines of neither class shown there, were in service on that part of the Santa Fe line covered by this portion of the schedule, in 1907?

Mr. Carter: If they were, no rate was quoted for them in the schedules of Engineers and Firemen, and I want to make it thoroughly understood that for my information I have depended upon the schedule. They may have had Mallets there, but there was no rate for a Mallet in the schedules.

Mr. Phillips: When the railroads get new locomotives, presuming they are larger than any in use, or any covered by the schedule rate, do you know what the practice is in paying engineers and firemen?

Mr. Carter: Well, it depends largely on what road the latest big engine is introduced. On some roads the committees have no trouble whatever in immediately securing a special rate for that engine. In fact, the men learn in advance that the engines have been ordered, and I am quite sure in some instances they agree upon the rate for that engine before the engine actually reaches the road. On other roads they are less liberal. They sometimes have a rule in their schedules that says all

engines above a certain weight or larger, a certain size, will take a certain rate.

Now, if it so happens that the new big engine is introduced on the road, I think—at least I have been so informed—I will not attempt to specify—I think that they insist that regardless of the size of the engine it will take the old rate as fixed in the schedule until a different rate is negotiated. But, after an engine of a certain type and weight is introduced on one road, or two roads, and a special rate is established for it, usually it requires but little effort on the part of the engineers and firemen to have all roads adopt that practically as a standard, or something near akin to that, even though it is not included in the schedule until the next schedule is printed.

Mr. Phillips: These reference notes appear to run through the table from place to place, and they mean the same all the way through, do they?

Mr. Carter: Yes.

Mr. Phillips: Your reference note 2 reading “Including the principal railroads on 10-hour basis of wages,” that I find is in the caption here, would that reference note 2 appear all the way through the table?

Mr. Carter: Yes, sir, the caption of Table 7 is “Increase in Rates of Wages Per Hour of Locomotive Engineers and Firemen in Freight Service on Western Railroads.” After the word “railroads” there is a circled figure 2, and by referring to the corresponding circled figure 2 at the foot of the page you will find it reads “Including the principal railroads on 10-hour basis of wages.”

Mr. Phillips: Then your reference here in note 3, “the rates for 1907 and 1910 are taken from wage agreements made effective in those years. Rates for 1914 with few exceptions are the same as 1910”—that is in line with the explanation you made a few moments ago, is it not?

Mr. Carter: Yes. The rates in effect in 1914 are practically the same as in effect after the wage settlement of 1910. But do not misunderstand me. There are certain variations therefrom. For instance, in 1910, in that schedule a certain engine may not have been in service on a certain road, but, since that time, that engine has been introduced, and it has taken the going rate. I will explain by saying that “going

rate" is a term used in the making of railway employes' schedules, which means the rate that is generally in effect in that territory.

Mr. Phillips: That is, if one of these large engines to which you referred a moment ago was introduced on some railroad, and after negotiations a higher rate was allowed or paid on that engine than had been paid before on any other class of engines, other roads getting the same kind of engine would pay that as the going rate on that kind of engine. Is that right?

Mr. Carter: Some roads do. I understand that some do not. I understand it takes quite an interesting series of negotiations before they will do that. I state that, however, without any special knowledge upon the subject. I get that from the general chairmen.

Mr. Phillips: It is sometimes necessary to arbitrate before they can get those things settled?

Mr. Carter: Yes. I make that statement without referring to any special arbitration.

Mr. Phillips: You show in these columns of rates here, rates for 1907 for both engineers and firemen. I understand you have taken the rate appearing in the wage schedules of the engineers and firemen on the different roads after their wage adjustments of 1907 had been made?

Mr. Carter: Yes.

Mr. Phillips: Now, without referring to the historical matter myself, is it not a fact that the wage settlements of the Engineers, in 1907, were made about February and became effective about that month, perhaps February 1, and the Firemen's settlements were made shortly thereafter and became effective April 1, of that year?

Mr. Carter: That was in 1907.

Mr. Phillips: Then it was not 1908 before any of these settlements became effective for the roads that participated in the concerted movement of that year?

Mr. Carter: No, sir, and my error in making that statement was that I had in mind the settlement made in 1910.

Mr. Phillips: You had them confused slightly.

Mr. Carter: Yes.

Mr. Phillips: Now, for 1907 you use the schedule contain-

ing the rates found therein after the wage adjustment of that year?

Mr. Carter: Yes.

Mr. Phillips: For 1910 you use the schedules containing the rates found therein after the wage adjustments of 1910? Is that correct?

Mr. Carter: It shows the changes in the rates made by the settlements.

Mr. Phillips: Without referring to the record, the firemen's rates of that year became effective as of May 16, did they not?

Mr. Carter: The award was reached, I think, on June 4, 1910, and made retroactive as of May 16, 1910. I make that statement without referring to the record.

Mr. Phillips: Then, if I am correct in this assumption—and if not Mr. Stone will correct me—the engineers reached their settlement on December 24. That was the Christmas present you alluded to, in 1910, and it became effective as of that date. Is that your understanding?

Mr. Carter: I have heard so.

Mr. Phillips: Now, although some of those rates may not have been shown in the schedules of 1910, and were not incorporated until later, possibly 1911, were those the rates you have included in your rate of 1910 here?

Mr. Carter: Yes.

Mr. Phillips: And in 1914 you show the rates appearing in the schedule as of 1914?

Mr. Carter: We show the rates appearing in the schedules in effect in 1914; but, as stated with regard to other periods, it is possible that since those schedules were printed some of the roads that did not have the larger engines have introduced them in service, and are now paying the going rate on those larger engines, but it is not shown in the printed schedules.

Mr. Phillips: If one or two or three wage increases took place between 1907 and 1910, I understand that you would not show the several different rates?

Mr. Carter: No, sir, I have not attempted to check each one.

Mr. Phillips: You simply show the rate in effect in 1907 and then the rates found in the schedules in 1910?

Mr. Carter: Do not misunderstand me. The schedules reached in 1907 were also in effect in 1910, until the wages were changed for that year. Understand, as I said before, particularly in the case of the engineers, they did not have their schedules reprinted until early in 1911, and their schedules may bear date of 1911. But the wages shown therein became effective as of December 21, 1910, as I understand.

Mr. Phillips: December 24?

Mr. Carter: Well, December 24, the "Christmas present."

Mr. Phillips: The point I wish you to make clear if you can, Mr. Carter, is that if two or more increases in pay were granted the engineers or firemen on any railroad between 1907 and 1910, any number of increases, if several were granted, would all be included in the rate shown in the schedules for 1910.

Mr. Carter: Yes, if such a condition exists, but I do not know that such a condition does exist.

Mr. Phillips: You do not attempt, then, to show the varied increases, if such varied increases occurred, but you show the rates in effect in 1907; you show the rates in effect in 1910, and you show the rates in effect in 1914, according to the respective schedules in effect in the different years.

Mr. Carter: Yes, and on each locomotive shown in the schedule, and on each railroad, and on each division, if they have different rates on each division.

Mr. Phillips: So that so far as the roads enumerated here are concerned—thirty roads—

Mr. Carter: Thirty roads. It takes forty pages.

Mr. Phillips: Thirty ten hour roads?

Mr. Carter: Listed here.

Mr. Phillips: Freight service?

Mr. Carter: Yes.

Mr. Phillips: So far as they are concerned, that is the fact?

Mr. Carter: Yes.

Mr. Phillips: You referred to some rates as being different in this Santa Fe table.

Mr. Carter: Yes.

Mr. Phillips: I believe you stated that the Santa Fe was not selected by design?

Mr. Carter: No, sir.

Mr. Phillips: It occupies the same position, I suppose, in the wage movement as the Baltimore & Ohio does in the Eastern movement—it is first at bat.

Mr. Carter: Yes.

Mr. Phillips: You referred to the difference in the rates on the different districts or the different divisions. On page 18 again, for firemen, taking the rate of the Mikado, Decapod and Santa Fe type of engines on the Chicago & Canyon City including branches, the first part of the tabulation—

Mr. Carter: Yes, that is from the Firemen's schedule.

Mr. Phillips: Yes. You show a rate of 30 cents. I suppose that would be three dollars per day of ten hours, would it?

Mr. Carter: Yes.

Mr. Phillips: Three dollars for a hundred miles?

Mr. Carter: Yes.

Mr. Phillips: That is in 1907. And you show a rate of 37.5 per hour in 1910 or 37½ cents per hour. That would be \$3.75 per hundred miles?

Mr. Carter: Yes.

Mr. Phillips: You show the same rate in 1914?

Mr. Carter: Yes.

Mr. Phillips: That is also true of the Simple Engines with cylinders 24 inches or over in diameter, and compound engines weighing 215,000 pounds and over on drivers.

Mr. Carter: Yes.

Mr. Phillips: The same statement applies?

Mr. Carter: Yes.

Mr. Phillips: Now, on the next page?

Mr. Carter: What division?

Mr. Phillips: La Junta and Raton, Las Vegas and Albuquerque. Take Mikado, Decapod and Santa Fe types. It appears that the rate there was 34½ cents in 1907. That would be \$3.45 a hundred, or \$3.45 a day, would it?

Mr. Carter: Yes.

Mr. Phillips: And that rate is now, or, in 1910, was 37.5, and the same in 1914, 37.5?

Mr. Carter: Yes.

Mr. Phillips: Or 3.75 per hundred?

Mr. Carter: Yes.

Mr. Phillips: It would appear that the rate for Chicago to La Junta was much less on the same type of engine than from La Junta west. Can you explain that?

Mr. Carter: Well, they have a higher rate.

Mr. Phillips: I mean that the rate in 1907 was much less, Mr. Carter?

Mr. Carter: Yes, the rate is higher on your La Junta and Raton, Las Vegas and Albuquerque division, than it was on the Chicago-Canon City, including branches, and if you look at Pueblo, on page 19, you will still see a different rate between Pueblo and Denver.

Mr. Phillips: Yes, for the same type of engine?

Mr. Carter: Same engine description.

Mr. Phillips: Between Pueblo and Denver at that time they paid 33.5, and you show a rate in 1910 of 37.5, or 37½ cents an hour.

Mr. Carter: Yes.

Mr. Phillips: The rate is now standard or uniform, is it?

Mr. Carter: For engines of that description, weight and size of cylinders.

Mr. Phillips: Then again on page 21, South of Albuquerque and Clovis and Belen it shows a rate of 32.5. I am using these figures as decimal figures; I think that is permissible.

Mr. Carter: 32.5, yes.

Mr. Phillips: 32.5 an hour in 1907 and 37.5 per hour in 1910, and the same in 1914?

Mr. Carter: Yes.

Mr. Phillips: Still a different rate?

Mr. Carter: Yes, and you have skipped another one.

Mr. Phillips: I was not trying to catch them all; the book is too large.

Mr. Carter: On page 20, you will find there is still a different rate, or, I won't say it is still a different rate—yes, it is still a different rate between Raton and Las Vegas.

Mr. Phillips: If you will look up the page a little higher there, Mr. Carter, I want to ask you about your Atlantic, Pacific, Prairie, Mogul and Consol., less than 143,700 pounds on drivers, rates fixed for engineers. Have you any means of knowing how that particular weight was decided upon?

Mr. Carter: I have no knowledge. They just seemed to

have had that dividing point. I should imagine, however, that they perhaps had different classes of engines that fell above and below that point and they wanted some point to divide the wages on.

Mr. Phillips: My reason for calling attention to that was that it had escaped my notice in speaking to you a few minutes ago about the weights on drivers and the reasons, and that seemed like such an odd weight. You have no other explanation than that they probably had some different weights of engines, one above and one below that figure?

Mr. Carter: I think our divisions are more scientific.

Mr. Phillips: Now, turn to page 22, please, Starkville, Hebron, Blossburg and Waldo branches, these Simple Engines, with cylinders 24 inches or over in diameter, and the Mikado, Decapod and Santa Fe type, they seem to come in there, there are three groups of them, evidently, and they pay a rate of 28.5 cents an hour or \$2.85 per hundred, that is, in 1907—

Mr. Carter: Yes.

Mr. Phillips: And they paid 37.5 in 1910 and the same in 1914?

Mr. Carter: Yes.

Mr. Phillips: The same engine, evidently?

Mr. Carter: I think it is the same group of engines.

Mr. Phillips: And on the same railroad all the way?

Mr. Carter: The same railroad.

Mr. Phillips: Do you know whether the 3.75 or the 37½ cents per hour rate is now in effect on various other railroads throughout the same territory?

Mr. Carter: Why, I think so; it should be.

Mr. Phillips: Do you know what the rates were on the other roads prior to 1910, hourly, or per hundred miles, for an engine of similar type?

Mr. Carter: I don't think that any other road than the Santa Fe had this huge locomotive in service, at least there were no rates for engines with cylinders 24 inches or over in diameter. I think, if you will look through the table, you will find that in nearly every instance where the 37.5 rate appears for firemen in that column, for 1910, you won't find any rate for that engine in 1907. You will find a circle figure 1, which means that there were no engines of that type in the service

of that road for that year, so far as the schedules show. As I said before, they may have had that engine in service, but there was no rate shown for it in the schedule.

Mr. Phillips: Have you any means of knowing whether these engines are used on these particular districts now?

Mr. Carter: The schedule says so.

Mr. Phillips: The schedule shows a rate, but does it say the engine is working there?

Mr. Carter: I will have to confess I do not know whether they have got any locomotives there or not. They may have airships; but the schedule provides a rate for those engines on those divisions.

Mr. Phillips: There would be no means of comparing the engines for which the rates have just been quoted, with the engines of other roads, would there?

Mr. Carter: Yes, sir.

Mr. Phillips: According to the present methods of classification?

Mr. Carter: We have done it and presented it yesterday in Exhibit 4—

Mr. Phillips: Do you mean Friday?

Mr. Carter: Yes, Friday in Exhibit 4.

Mr. Phillips: You have compared them on a weight on drivers basis, have you not?

Mr. Carter: That is the only way you can compare them.

Mr. Phillips: But, I mean in going through your tables here, there is no means of comparing engines on one road with the same kind of engines on another road?

Mr. Carter: None whatever, unless they give the weight on drivers. If you find there that the Mikado engine under a certain weight on drivers is paying a certain rate, and over that weight on drivers is paying a higher rate and then are so fortunate as to find another railroad that makes a division of the same weight on drivers you would be able to compare the rates in that specific case. I do not believe you will find it, however; they all have different methods.

Mr. Phillips: Now, let us turn to the next column a moment. These increases—

Mr. Carter: What page?

Mr. Phillips: Well, we will begin with page 18 again for

the purpose of exemplification. Your fourth and fifth columns in the tabulation under the general head "Engineers," show the per cent of increase received, first, increase 1914 over 1907; and in the second column, increase 1914 over 1910. Is that correct?

Mr. Carter: That shows the exact increase that has been received on each of those engines for the period covered in this report, the percentage of increase.

Mr. Phillips: This is the percentage of increase based on an hourly rate?

Mr. Carter: On an hourly rate.

Mr. Phillips: You have reached the hourly rate by dividing the daily rate by ten, these being ten hour railroads?

Mr. Carter: In effect I did that, but I only had to just shift the decimal point one point over to the right to get the division.

Mr. Phillips: That is because the schedules are on a decimal basis, they all go by tens?

Mr. Carter: Yes, sir.

Mr. Phillips: And, you in effect divide the daily rate by ten, by moving your decimal point one point to the right, and thereby you establish the hourly rate?

Mr. Carter: If the rate for a fireman was 3.75, in the rate column it would appear 37.5. The rate per hour is 37.5, in that case, on a ten hour road.

Mr. Phillips: All of these percentages show that hourly basis here?

Mr. Carter: All on an hourly basis; it has nothing to do with the mileage system.

Mr. Phillips: Being on a ten hour basis, however, would it be a true indication of the percentage of increases of the daily basis?

Mr. Carter: It would be the same.

Mr. Phillips: With the exception of the change of the decimal point?

Mr. Carter: That is all. I mean to say that the daily rate has increased in exactly the same percentage as the hourly rate.

Mr. Phillips: The per cent of increase, 1914 over 1907, Mr. Carter, as shown in the column under "Engineers", shows 8.79 per cent on the first engine named or described, an eight

wheel engine; that includes all of the increase for the period 1907 to 1914, does it not?

Mr. Carter: Yes. On the 16th of next May it will be five years for firemen.

Mr. Phillips: Five years for firemen?

Mr. Carter: I think so. Isn't it?

Mr. Phillips: Your table shows 1907 to 1914.

Mr. Carter: Well, four years last May 16th. I said next May 16th would be five years. Last May 16th it would be four years. Let's see if I am right.

Mr. Phillips: Take the first column, increase, 1914 over 1907—

Mr. Carter: Wait just a moment, I want to correct myself if I have made a mistake. Let me get straightened out here.

Mr. Phillips: Take the first column, increase 1914 over 1907.

Mr. Carter: No, but I want to estimate the number of years.

Mr. Phillips: Yes, that is what I want to get at.

Mr. Carter: The firemen's was from May 16—No, I beg pardon, from April, and, I cannot remember the date, 1907, as shown herein, up to November 1st, 1914. Figure that out for me, Mr. Stone. It will give you the exact number of years and months.

Mr. Phillips: That is seven years and seven months, isn't it?

Mr. Carter: Seven years and seven months.

Mr. Phillips: Then the column, 1914 over 1907, for firemen, covers a period of seven years and seven months?

Mr. Carter: Have you figured it out? I haven't.

Mr. Phillips: I just ran through it.

Mr. Carter: I had not anticipated that question. I think anybody can make the calculation by taking a pencil and paper.

Mr. Phillips: I do not think a minute calculation is essential. A general statement as to the time, I believe, is sufficient. It is over seven years for the firemen; and, with the understanding that the engineers reached their settlements in 1907, earlier than the settlements for the firemen were reached, it would be approximately the same time for the engineers?

Mr. Carter: Yes, it would be eight years next month.

Mr. Phillips: Eight years in February, wouldn't it?

Mr. Carter: I thought it was January. Eight years in February, then.

Mr. Phillips: It is over seven years?

Mr. Carter: Yes.

Mr. Phillips: Then your first column, increase 1914 over 1907, covers a period of something over seven years?

Mr. Carter: Yes.

Mr. Phillips: And, you include there in your 8.79 per cent of increase all of the increases received by the engineers whether received at one time or at several different times?

Mr. Carter: Yes.

Mr. Phillips: It would all be shown?

Mr. Carter: Yes.

Mr. Phillips: You show a cipher in the next column, showing that no part of that increase was received in 1914 over 1910, is that correct?

Mr. Carter: That nought appearing in the column "Increase 1914 over 1910", indicates that there has been no increase shown in the schedule.

Mr. Phillips: Then the 8.79 per cent of increase was granted, or became effective, at some time between 1907 and 1910?

Mr. Carter: Yes, sir.

Mr. Phillips: And no part of it since 1910?

Mr. Carter: No, except, where indicated in that column, you will find some engines where they have had an increase.

Mr. Phillips: All down that page, as far as I have looked, and on the next page, I see no figures in the last column for either engineers or firemen. Are we to take it from that that no increases have taken place, for either engineers or firemen?

Mr. Carter: You can find one on page 21 for the engineers.

Mr. Phillips: I have not turned to page 21.

Mr. Carter: Well, that is the same railroad.

Mr. Phillips: On page 21 of the Santa Fe, now that you call my attention to it, I find an increase of 8.85 per cent 1914 over 1910. Can you explain that?

Mr. Carter: You will note that that engine was not in service in 1907. If it was, it was not rated in the schedule. The circle 1 there indicates that there were no Mallets, 275,000

pounds or less on drivers, in service on that road, at that time. Without stating it to be a positive fact, it would indicate that when that engine was introduced in 1910, it did not take as high a rate there as was being paid elsewhere, but, later, the higher rate was applied and therefore the percentage of increase, 8.85, was made in the year 1910.

Mr. Phillips: Mr. Carter, wasn't your purpose in preparing these tables to include the aggregate per cent of increase in the next to the last column for the engineers? Just look again at the figure we were discussing there; you will note that there was an increase shown of 8.85 per cent in 1914 over 1910, but no increase shown 1914 over 1907. How do you explain that?

Mr. Carter: Without having any special knowledge upon the subject, I should judge, that the Mallets over 275,000 pounds on drivers took the high rate in that year, while the Mallets less than 275,000 pounds on drivers did not take the right rate until later.

Mr. Phillips: I would understand that, Mr. Carter, from our reference note and explanation, but, I would like to have you explain why that per cent of increase, 1914 over 1910, is not shown in the column 1914 over 1907?

Mr. Carter: There were no engines of this character shown in the schedule for 1907. Therefore, you cannot show a percentage of increase over 1907 for either of these engines. However, you can show an increase of 1914 over 1910 for Mallets weighing 275,000 pounds or less on drivers, because the rate in 1910 was 56.5 per hour, while on that same engine, the rate for 1914 was 61.5 per hour, showing a percentage of increase of 8.85. On the larger engines, the Mallet over 275,000 pounds on drivers, it shows a rate in 1910 of 64 cents per hour, and shows identically the same rate for 1914. Therefore, there is no increase or percentage of increase, 1914 over 1910.

Mr. Phillips: Then, your reason for not including that percentage of increase in the first column is because it cannot be compared with the year 1907, not having been there?

Mr. Carter: Where a blank space appears in the first percentage column there for the engineers or firemen, 1914 over 1907, it indicates that there were no engines or there was no engine of that classification shown in the schedule for 1907, and,

therefore, there being no rate we cannot show a percentage of increase in rate.

Mr. Phillips: The explanations you have made with regard to the Eastern and Western lines of the Santa Fe would apply in a general way to the Coast Lines of the same railroad, would they?

Mr. Carter: I think so. I think you will find about the same engine descriptions in the Coast Lines, as on the Santa Fe proper.

Mr. Phillips: Do you find that any increases in pay have been granted in the column showing increases 1914 over 1910?

Mr. Carter: I don't think there is a single increase on the Coast Lines.

Mr. Phillips: Now, take the Canadian Pacific, Mr. Carter, on page 27. There is shown, for firemen apparently, an increase of 1.25 per cent on Mallet type engines, on the Manitoba and Saskatchewan division. The same explanation you have just made with regard to the Santa Fe, where the engine was not in use in 1907, applies here, does it?

Mr. Carter: To prevent confusion, will you tell me where that rate appears?

Mr. Phillips: On page 27.

Mr. Carter: I had the wrong page.

Mr. Phillips: About one-third of the way down the page, and, also again, a little more than half way down the page, it shows an increase for Mallet type engines, 1914 over 1910, of 1.25 per cent; it appears in two places. Still further down the page it shows an increase of 2.5 per cent.

Mr. Carter: You will understand, that the Canadian Pacific Railroad did not participate in the Firemen's Arbitration in 1910; but shortly thereafter I am informed that the Firemen's Committee had no difficulty in having the same rate applied as though the Canadian Pacific Railroad had been a party, and, in addition thereto, it appears they got still higher rates on some of the divisions than were named in the Arbitration Award for the Firemen; but that is so slightly higher that it does not amount to much. For instance, on Mallet engines, on the Manitoba and Saskatchewan division, east of Laggan and Crows Nest, the rate was 40 cents per hour, while in 1914 it is

41½ cents per hour. I don't know why that is. It appears that way in the schedule; I haven't consulted with the committee.

Mr. Phillips: Do you mean 41½ cents or 40½ cents?

Mr. Carter: 40½ cents per hour. That would be 5 cents a day, I think.

Mr. Phillips: In other words, instead of being \$4 a day it would be \$4.05 a day?

Mr. Carter: It would appear that way.

Mr. Phillips: Now, just continue down to near the bottom of the page, the Alberta division; you will see on the Consol. and Consol. Compound, Alberta Division (Field to Laggan), an increase of 14.29 per cent 1914 over 1907, and you show an increase of 5.26 per cent, 1914 over 1910. Does the entire increase between 1907 and 1914 appear in the 14.29 per cent, as shown in the next to last column?

Mr. Carter: Yes, sir. By looking at that you will note that in 1907 they paid \$3.50 and in 1910 they paid \$3.80, and in 1914 they paid \$4 per day. Dividing that by ten, you will see the rate per hour increased in like manner.

Mr. Phillips: Then, a part of this increase apparently was granted between 1907 and 1910?

Mr. Carter: I think that can be accounted for by the fact that the Canadian Pacific Railway did not participate in the arbitration, and they applied in two different wage increases the same rate received on Mallet engines in the Arbitration.

Mr. Phillips: A part of it being applied before 1910?

Mr. Carter: Yes, it would appear so.

Mr. Phillips: And 5.26 per cent was applied subsequent to 1910?

Mr. Carter: Yes.

Mr. Phillips: Well, on the next page, now, is the same true of the first figures, near the top?

Mr. Carter: For the Canadian Pacific?

Mr. Phillips: Canadian Pacific, page 28.

Mr. Carter: Yes, but I want to call attention to an error. Notwithstanding repeated checkings by different persons, some of whom are experts, the increase of 1914 over 1907, shown on the first two engines there, for firemen, is really the percentage of increase of 1910 over 1907. The percentage of increase of 1914 over 1907, instead of being 8.57, is 14.29.

Mr. Phillips: The same as on the previous page?

Mr. Carter: Yes.

Mr. Phillips: Are the figures the same?

Mr. Carter: The figures are the same, but the error was made in this manner: Instead of calculating the increase of the rate shown in the column 1914 over the rate shown in 1907, the percentage was calculated on the rate shown in the column, 1910 over 1914. I can say, however, if you will combine those two percentages of increase in the two columns, it will be approximately the same as if the usual method had been followed.

Mr. Phillips: Near the bottom of the page, again, on the British Columbia Division, I find the same figures and the 14.29 per cent in 1914 over 1907, and 10 per cent 1914 over 1907, appear as on the preceding page.

Mr. Carter: Yes. That is the way it should appear up there.

Mr. Phillips: This is just a mistake in calculation?

Mr. Carter: Understand, there was no error in the calculation; the error was in comparing 1910 with 1907 when it should have compared 1914 with 1907.

Mr. Phillips: Now, continuing, as we turn these pages, it would appear that in the column showing the percentage of increase 1914 over 1910, a cipher appears for both engineers and firemen, for practically all railroads.

Mr. Carter: Very few instances where there is an increase, and then you will find an increase usually not considerable.

Mr. Phillips: Turning to page 36, there is an exception, the Chicago, St. Paul, Minneapolis & Omaha Railway, for the engineers, near the bottom of the page, ten wheeler, with trailer, class E, shows an increase of 3.85 per cent over 1910.

Mr. Carter: That is accounted for by the fact that in 1907 they probably did not have that engine; at least, there was no rate quoted for that engine.

Mr. Phillips: Your reference note so indicates, does it not?

Mr. Carter: Yes. In 1910, they had a rate of 52 cents an hour, or \$5.20 a day. They increased that rate to 54 cents an hour, or \$5.40 a day, between 1910 and 1914, and, therefore, in that instance, there is an increase of 3.85 per cent, 1914 over 1910.

Mr. Phillips: I believe you said, Mr. Carter, that you could

not state positively what roads were oil-burning or coal-burning roads?

Mr. Carter: No attempt was made to show it.

Mr. Phillips: If a road was exclusively an oil-burning road, the percentage of increase, as shown here for the different years, would be the percentage for oil burners, would it not?

Mr. Carter: Yes, sir.

Mr. Phillips: For example, turning to page 41, take the Gulf, Colorado & Santa Fe; that is an oil-burning road, largely, is it not?

Mr. Carter: I think so.

Mr. Phillips: You don't feel warranted in saying so, positively?

Mr. Carter: I think every record would indicate that they are.

Mr. Phillips: Now, there is no difference in the rates of pay for engineers on account of fuel, I understand.

Mr. Carter: None whatever.

Mr. Phillips: But, taking the Firemen, as shown on the table on page 41, it would appear that in 1914 over 1907, an increase of 10.91 per cent had been granted, in one group of engines, classified by weights on drivers, and that 10.34 per cent for another group, and 9.84 per cent for still another group, on coal burners. Now, the same groups of engines show an increase of 5.45, 5.17, and 4.92 per cent for oil burners. Now, if the road is an oil burning road, the percentage of increase for firemen there would be as shown for oil burners?

Mr. Carter: Yes. Less than 6 per cent in any instance on oil burners.

Mr. Phillips: No increase for either engineers or firemen in 1910?

The Chairman: Less than what per cent?

Mr. Carter: I think you will note in the entire period covering the oil burners, firemen received less than 6 per cent increase. I want to state that it is my opinion that in 1907, or shortly before that time, there were many coal burning engines on the Gulf, Colorado & Santa Fe Railroad. At some time, they changed their engines from coal to oil. It is possible that some engine has remained burning coal. I don't think so. It is possible, that, in the future, they may change from oil to

coal. The purpose of this statement was to show that if it were a coal burning engine this would be the increase in rates; if it were an oil burning engine, this would be the increase in rates.

Mr. Phillips: Without desiring to take up the time of the Board, unnecessarily, these tables set forth clearly the matters you have explained in detail, do they not, Mr. Carter, so far as rates are concerned?

Mr. Carter: Yes, the percentages of increase. I want to call your attention to something that may be misleading on page 18, near the middle of the page. It would appear that Mikado, Decapod, and Santa Fe types, there has been an increase of 25 per cent in rates. That is accounted for by the extremely low rate in 1907. You will find the rate much lower than elsewhere. You will find on those big engines on another portion of the Santa Fe they only paid \$2.85 a day, 28.5 an hour.

Mr. Phillips: On page 22 you will note that on the Starkville, Hebron, Blossburg & Waldo branches they paid 28.5, and on the Santa Fe 28.3 was paid.

Mr. Carter: Yes, as low as 28.3, and so there was an increase of as much as 31 per cent in order to come up to the level.

Mr. Phillips: You attribute this to the fact that the rate for the engine was extremely low?

Mr. Carter: It was down to \$2.83 for a ten hour day, or 28.3 cents an hour.

I want to call attention to the fact that the great increase shown does not indicate that they are getting any more money now than on other roads, but they got a great deal lower rate in 1907 than they are getting in 1914.

Mr. Phillips: Now, will you please turn to page 59. You have here table 8, Increases in rates of wages per hour, May 15, 1907 to May 15, 1913, in seventeen western cities. Will you please explain this table, and its meaning and purpose?

Mr. Carter: The beginning of the compilation of Table 7 indicated that if we were to make any comparisons between the wages of engineers and firemen in freight service, and the wages of employes in other industries, we must take the same years.

I found that in Bulletin 131, issued by the Bureau of Labor

Statistics under date of August 15, 1913, it showed the rates of wages in many classes of service in sixteen western cities.

The first two columns, 1907 and 1910, were copied from Bulletin 131.

Subsequently Bulletin 143, issued by the Bureau of Labor Statistics, was taken, in order to find the rates for 1913.

You will understand that these statistics are published approximately one year after the reports are made. That is, Bulletin 143 was issued under date of March 4, 1914, and quoted rates of wages in effect May 15, 1913. That being the last information available, we copied in the third column, in 1913, the rates shown in Bulletin 143.

By reading this subhead here, you will see some of the difficulties with which we were confronted. This subhead or note reads:

“Derivative table prepared from information published by the United States Bureau of Labor Statistics in Bulletin 131 (Aug. 15, 1913), and Bulletin 143 (March 4, 1914). Bulletin 143 includes unions not found in Bulletin 131, and is more precise in describing class of work. This statement includes only unions reported in both Bulletins 131 and 143. Where descriptive titles have been slightly changed, they have been identified by the rate per hour, reported in both Bulletins for 1912.”

After having copied these rates in the three columns then, in the same manner that we estimated the percentages of increases, 1914 over 1907, and 1914 over 1910, we here show the percentage of increase of all these employes for the periods covered.

We attempted to include one more city than is shown here, that is the city of St. Paul; but at the last moment we omitted St. Paul without changing the quotation.

The reason for omitting St. Paul is that we could not carry the comparisons all the way through.

Bulletin 131 shows no reports for St. Paul in 1907; and in order that vexatious complications might be avoided, we omitted St. Paul in its entirety. If St. Paul had been reported in 1907 it would have been shown here, and completed the seventeen cities.

The cities shown and included in table 8 are Chicago, Illi-

nois; Dallas, Texas; Denver, Colorado; Kansas City, Missouri; Little Rock, Arkansas; Los Angeles, California; Minneapolis, Minnesota; Milwaukee, Wisconsin; Memphis, Tennessee; New Orleans, Louisiana; Omaha, Nebraska; Portland, Oregon; Seattle, Washington; Salt Lake City, Utah; San Francisco, California; and St. Louis, Missouri, extending from page 59 to page 92.

The trades include all the trades reported by the Bureau of Labor Statistics in each city. You will note that they vary slightly. That is, Chicago includes reports on a larger number of employes than do some other cities; but in every instance all the employes reported in all the Bulletins are here reproduced or presented.

Mr. Phillips: Then you have taken these figures from the Government reports, and you have omitted St. Paul because one year was omitted from the reports from that city?

Mr. Carter: Understand that St. Paul was not omitted. It was included, and it appeared last; but anticipating that wherever there was a possibility of muddying the water it would be muddied, I arbitrarily took it off, so there could not be any question about it.

Mr. Phillips: I note that you included Minneapolis.

Mr. Carter: Minneapolis is so close to St. Paul that the Bureau of Labor Statistics did not include Minneapolis until they heard from St. Paul, or St. Paul was determined by where Minneapolis was.

Mr. Phillips: You have evidently lived in the Twin Cities?

Mr. Carter: No, but I have been there, and have heard them both talk.

Mr. Phillips: You show the hourly rate for these given classes of employes, in the divisions, do you, Mr. Carter?

Mr. Carter: Yes.

Mr. Phillips: In the first, second and third columns here?

Mr. Carter: Yes.

Mr. Phillips: In 1907, 1910 and 1913?

Mr. Carter: Yes.

Mr. Phillips: I believe you explained why 1913 was used in compiling these tables, while 1914 had been used in compiling the tables for engineers and firemen.

Mr. Carter: Approximately the same rates of wages have

been in effect for engineers and firemen since the increases of 1910, up to date. Therefore, the rates quoted in Table 7 for engineers and firemen were approximately the rates in 1913; but I wanted to bring Table 7, rates of engineers and firemen, up as nearly to date as practicable, so I arbitrarily said it was November 1, 1914; but the last report issued by the Bureau of Labor Statistics on wages of employes in other industries is as of date March 4, 1914. That is the date of the report, and it is the last report available. It gives the rates for 1913. Although the report bears date March 4, 1914, it quotes rates for 1913.

Mr. Phillips: Do you say that the engineers' and firemen's rates have been, generally speaking, the same since 1910?

Mr. Carter: Yes.

Mr. Phillips: Is this also true of other employes covered by these tables?

Mr. Carter: Oh, no, they have had increases from time to time. For instance, we will take brick layers in the building trades. The rate there shown for brick layers in 1907 is 62½ cents an hour, and in 1910 67½ cents an hour.

Now, it may be that that increase, covering the four year period, may be made up of one increase each year. I only show the rate in 1907 and in 1910, without regard to how many increases were made between 1907 and 1910, and the same applies between 1910 and 1913.

Mr. Phillips: I understood you to say your tables from which this information was derived, the Bulletins of the United States Bureau of Labor Statistics, covered only some point in 1913, and bears date some time early in 1914. Do you know whether increases have been received by any of these different employes in any of these different industries since the figures for the reports were furnished to the United States Bureau of Labor Statistics?

Mr. Carter: I did not include that in my investigation, but I am informed by officials of other organizations that there have been a considerable number of increases since 1913 up to date.

Mr. Phillips: But you have not included them?

Mr. Carter: I have not included them, because I did not want to include anything in rates of wages of other employes

that were not authorized by the Department of Labor of the United States.

Mr. Phillips: How do the hourly rates of the employes whom you have listed here, taken from these government reports compare with the hourly rates of engineers and firemen?

Mr. Carter: Oh, I think you will find about a third of them are higher than the highest rate paid to the engineers on the biggest engines, and I think you will find that about 80 per cent of them are higher than the highest rate paid to locomotive firemen on the biggest engines. Of course, the difference will be much greater on the smaller engines.

Mr. Phillips: Taking this trade you referred to a moment ago—

The Chairman: What page are you on?

Mr. Phillips: Page 59. Let us begin at the top of the page, Chicago, Illinois, Bakers, first hands, Bohemian Union, receiving 29.63 cents per hour in 1907, 33.33 cents per hour in 1910, and 35.19 per hour in 1913. How do those rates compare with engineers' hourly rates?

Mr. Carter: I think you will find them less than engineers' rates.

Mr. Phillips: How about firemen?

Mr. Carter: Elsewhere I have made careful comparisons. I do not want to turn to that now, but I want to call your attention to something that you have overlooked.

The rate that you quoted for the Bakers, First hands, Bohemian Union, is for day work; but when employes in these industries work at night they receive a much higher rate of wages.

Mr. Phillips: I have not overlooked that. I had not come to that. I will be glad to have you explain those things as you go along.

Mr. Carter: In 1907, the rate for the Bakers, First hands, Bohemian Union, Day work, was 29.63 cents an hour, while the rate for night work was 33.33 an hour, and I think if you will go through the list there is something like the same difference in rates between day and night work.

Mr. Phillips: You will find day workers paid a less rate per hour or day than night workers, as a rule.

Mr. Carter: I think you will find in all the rates reported by the Government, that where men are required to work at

night at any time, they have a special rate for night work, higher, I think, in practically every instance, than the rate for the same work in daylight. I think you will find also that in nearly every industry aside from railroading, even when no rate is provided for night work, they receive time and one-half, if not double time, when they are required to work nights, with the exception that some trades will have regular night shifts, and for those exceptions you will see a special rate for night work.

Mr. Phillips: Now, take up the building trades for a moment. The next ones listed on the same page are the Bricklayers. In 1907 they are listed as drawing 62½ cents per hour; in 1910 drawing 67½ cents per hour, and in 1913 drawing 75 cents per hour. How do those rates compare with our rates for engineers in freight service?

Mr. Carter: Much higher than any rate that any locomotive engineer ever received, on the hourly basis, I mean.

Mr. Phillips: Did some of the other trades pay as high as 75 cents per hour?

Mr. Carter: In 1913?

Mr. Phillips: Yes.

Mr. Carter: I think you will find perhaps four or five or six trades paying 75 cents per hour in 1913, in Chicago.

Mr. Phillips: Gas fitters, for example, and inside wire men, plasterers, plumbers, steam fitters and stone masons, appearing in that table.

Mr. Carter: I think you will find it as you have read it.

Mr. Phillips: Others, carpenters for example, received 65 cents per hour.

Mr. Carter: Also the cement workers (finishers), and the sheet metal workers, outside work.

Mr. Phillips: And painters?

Mr. Carter: Yes. You will note by referring to the sheet metal workers that their rate is practically as high as the carpenters' rate, although I must confess that I cannot run my eye down that column fast enough to make the comparison.

Mr. Phillips: According to this table the sheet metal workers engaged in outside work draw 65 cents per hour, and in general work inside they draw 45 cents per hour. Cornice and skylight work showed for 1910 a rate of 50 cents per hour, as com-

pared with 45 cents per hour in 1907, but there is no showing for 1913. Can you explain that?

Mr. Carter: In Bulletin 143 they omitted that classification of sheet metal workers, and I left it blank.

You will notice, however, that when sheet metal workers work inside they get 20 cents an hour less than when they work out in the rain or cold?

Mr. Phillips: That is, the outside workers get more than the inside workers?

Mr. Carter: Apparently 20 cents an hour less. Let us see if that is so. Yes, 45 cents is the rate per hour for the inside workers, and 65 cents is the rate for the outside worker.

Mr. Phillips: Now, in the marble and stone trades, the granite cutters, stone cutters and so forth, following in the same table, their rates are given there for the purpose of comparison, are they?

Mr. Carter: Yes.

Mr. Phillips: On the next page, page 60, begin the metal trades, showing rates per hour for blacksmiths in manufacturing shops, 40 cents an hour, outside men 68.75; in railroad shops 40 cents an hour. I believe you said a moment ago that the employes engaged in these various trades receive time and one-half, and sometimes double time, for overtime.

Mr. Carter: That will be shown later in a table here.

Mr. Phillips: That applies to railroad workers, as well as other workers engaged in these callings?

Mr. Carter: I think so, in some instances.

Mr. Phillips: The printing trades, which follow in detail, showing varying rates from 40 to 50 cents per hour, and as high as 56 cents or 57 cents, or even higher in some instances, do they not?

Mr. Carter: I see 62 cents here.

Mr. Phillips: Sixty-two cents per hour for newspaper compositors.

Mr. Carter: English compositors.

Mr. Phillips: And on the next page for night work English compositors receive 67 cents per hour. Is that correct?

Mr. Carter: Yes.

Mr. Phillips: Five cents an hour more.

Mr. Carter: Five cents an hour more for working at night than for working in the day time, on the same work.

Mr. Phillips: I understood you to say that these classifications of employes were all taken from the United States Bureau of Labor Statistics Reports?

Mr. Carter: Yes.

Mr. Phillips: And that while as great a number of trades would not be shown in all cities, you reported every trade shown?

Mr. Carter: The only trades omitted were those shown in Bulletin 143 that were not shown in Bulletin 131. Usually they are not complete trades, but divisions of trades.

For instance, it may be shown that in the bakery trades there was a Bohemian Union, or a Hebrew Union, or something of that kind, shown in Bulletin 143, that was not shown in Bulletin 131; and in order to avoid useless explanations, I just did not put it in at all; but wherever there is a possibility of identifying all the trades shown in Bulletin 131, with all the trades shown in Bulletin 143, I have included them.

Mr. Phillips: And where a comparatively small number of trades are shown in any city, it is because they were not reported from that city.

Mr. Carter: Yes.

Mr. Phillips: Is there much variation in the rates as shown in the different cities? Have you made any comparison to determine that?

Mr. Carter: I have not, but the table will show for itself. For instance, bricklayers in Chicago got 75 cents an hour in 1913.

In Dallas, Texas, they got 87½ cents an hour.

In Denver they got 75 cents an hour.

In Kansas City they got 75 cents an hour.

In Little Rock they got 75 cents an hour.

In Los Angeles they got 75 cents an hour.

In Minneapolis they got 65 cents an hour.

In Milwaukee they got 67½ cents an hour.

In Memphis they got 75 cents an hour.

In New Orleans they got 62½ cents an hour.

In Omaha they got 70 cents an hour.

In Portland they got 75 cents an hour.

In Seattle they got 75 cents an hour.

In Salt Lake they got 75 cents an hour.

In San Francisco they got 87½ cents an hour.

In St. Louis they got 70 cents an hour. That is about the variation.

Mr. Phillips: And with these slight variations, there is a general similarity in the rates paid in the different cities, although they may vary slightly?

Mr. Carter: I think you will find that there is a similarity, while I must confess I have not made any special research to ascertain what that similarity is.

Mr. Phillips: Still there is a similarity?

Mr. Carter: That is the first time I checked the cities, but you will notice how similar the bricklayers' rates were.

Mr. Phillips: Now, turning back to page 59, I want to ask another question with regard to these percentages of increase. You show the increase, 1913 over 1907, in the various trades, of the employes in the various industries.

Mr. Carter: Yes.

Mr. Phillips: That increase includes the aggregate increase for the six-year period?

Mr. Carter: It includes identically the same period as was covered in table 7, for engineers and firemen, as was explained, 1913 over 1907. I don't mean that. It includes one year less, because this table only shows 1913 over 1907, while the same columns, for engineers and firemen, in table 7, would be 1914 over 1907. It shows the aggregate percentage of increase, including all the increases between 1907 and 1913. I think the tables show that these increases, in many instances, have progressed slightly every year, almost every year; but I have only shown three rates here, the rates for the years stated.

Mr. Phillips: Well, your last column, 1913 over 1910, sets forth the percentage of increase since 1910 up to the point in 1913 covered by your table?

Mr. Carter: Yes. Where the noughts appear in table 7, that indicates there has been no increase. In 1914 over 1907, in this table, you will note no noughts. I think you will find in every instance there have been considerable increases between 1910 and 1913.

Mr. Phillips: And the per cent of increase for the six-year

period covered would show in the next to the last column the aggregate percentage of increase for that period and the per cent effective since 1910 would appear in the last column?

Mr. Carter: Only the percentages of the increases, up to and including 1913, are shown in the last column. I mean to say, by that, I am quite sure there have been many increases in the rates of wages of many of these employes, in many other leading industries since 1913, and therefore the last column only includes up to 1913.

Mr. Phillips: Perhaps you did not quite understand my question, Mr. Carter. I asked, if the next to the last column would include the aggregate of all increases for the period covered, percentage of increase, and the last column would show the increases, effective subsequent to 1910, up to the point covered by these tables?

Mr. Carter: Yes.

Mr. Phillips: Some time in 1913, I understood you to say?

Mr. Carter: Yes. I understood you to ask the question if this was the percentage of all increases since 1910.

Mr. Phillips: I meant for the period covered by your tables, of course.

Mr. Carter: Yes.

Mr. Phillips: It would appear then, in these various trades, taking the very first one, for example, the Bohemian Union, 1913 over 1907, 18.76 per cent.

Mr. Carter: Yes.

Mr. Phillips: And 5.58 per cent of that is in effect, 1913 over 1910.

Mr. Carter: Yes; but you will understand that the 18.76 includes the 5.58.

Mr. Phillips: I believe you explained that before, Mr. Carter, so it was clearly understood. Now, as you go on down the line, taking the German Union, machine, under the same grouping there, an aggregate increase of 32.37 per cent has been granted within the six-year period, and 25.02 per cent of that has become effective between 1910 and 1913, is that correct?

Mr. Carter: Yes, sir.

Mr. Phillips: You are not prepared to say whether any additional increases have been granted since that time?

Mr. Carter: I don't know.

Mr. Phillips: Now, take the night work, the German Union, the same thing, you show there an increase of 37.50 per cent for 1913 over 1907, and 33.73 per cent have become effective since 1910, is that right?

Mr. Carter: Yes, there has been a great increase in night work over day work in many of the trades. I think they are making more distinctions in regard to that for printers and bakers, and those who work at night.

Mr. Phillips: The Hebrew Union, bakers, second hands, that shows an increase of 43.80 per cent, 1913 over 1907? I understand that includes all increases.

Mr. Carter: All increases.

Mr. Phillips: And, in the next column, the figures are exactly the same, 43.80.

Mr. Carter: The entire increase was granted between 1910 and 1913.

Mr. Phillips: Between 1910 and 1913, the period covered by your table?

Mr. Carter: Yes. If you will refer back to your three columns, you will note the rate was the same in 1907 and 1910, and that the increased rate was made for 1913.

Mr. Phillips: And the same applies throughout the table, does it not?

Mr. Carter: Yes.

Mr. Phillips: Is there any place in there where a decrease in pay is shown?

Mr. Carter: I think in one or two instances. For instance, on page 61, you will note that for stereotypers, which is the last line and refers to footnote 4, there is shown a decrease of 3.12 per cent 1913 under 1910. The Bureau of Labor Statistics has explained that the hours were increased in 1913, with earnings the same per day as in 1912. The rate was the same, but they worked a little longer.

Mr. Phillips: Are there other exceptions where decreases appear?

Mr. Carter: Yes, sir, in two or three instances. Very few, however; they indicate an error corrected rather than a change in the rate. In some instances—very few, however—two or three—you will find that it is explained or at least intimated that the rate quoted in Bulletin 131, reported for 1907 or 1910,

or whatever it may be, was in error, and, in order to correct the error, they show a decrease. In carrying out the plan of compiling this table, we have shown a decrease, although it is an error in showing such decrease.

Mr. Phillips: Although a few exceptional cases of that character may appear, in the main, there have been material increases in these various branches of industry, according to the Bureau of Labor table?

Mr. Carter: In practically all instances there have been marked increases. In very, very few. Without counting, I will say three or four instances, the decrease is shown and usually it is explained, which would indicate an error rather than a decrease.

Mr. Phillips: A considerable portion of this increase has become effective since 1910?

Mr. Carter: Yes.

Mr. Phillips: Now, will you turn to page 93. You have Table 9 there, "Hours of Labor and Overtime Rates in Fourteen Western Cities, In Effect May 15th, 1912." Would you please explain this table and its intent.

Mr. Carter: This table was prepared under the supervision of the Commissioner of Labor, from wage agreements on file in the United States Bureau of Labor Statistics. The table evidently was prepared some time ago, and it only brings up the information to May 15, 1912, approximately two years and a half ago. I had no information of a similar nature of a later date, therefore I used this.

Mr. Phillips: According to the caption, Mr. Carter, you used the fourteen cities. Why did you not use the same number as appear in your previous tables?

Mr. Carter: I did not find them in the table prepared by the Bureau of Labor Statistics.

Mr. Phillips: Are these fourteen cities a part of the sixteen included in your former tables?

Mr. Carter: Yes, sir.

Mr. Phillips: Two cities have been omitted and you have included fourteen of the sixteen?

Mr. Carter: You will understand, in all these bulletins issued by the Bureau of Labor Statistics, they include both eastern and western cities and also southern cities. In Table 8,

which we have just explained, I took only the cities from Bulletins 131 and 143, which were located in the same district in which this wage movement is being conducted. Now, I did not include any cities in the Southeast or East, because there was no occasion to do so. Now, the same applies to Table 9. In this table, prepared by the Bureau of Labor Statistics, they show the same information for New York, Philadelphia, and other cities; but I only reproduced information for those cities which are covered in the present arbitration.

Mr. Phillips: Then you understand that for the cities included, are the same classes of employes in the same cities that are covered by your previous tables?

Mr. Carter: Yes.

Mr. Phillips: Have your investigations shown that the hours of service for employes in industries other than the locomotive service, are shorter or more favorable than the hours for engineers and firemen?

Mr. Carter: I think you will find that in all wages reported in the bulletins issued by the Bureau of Labor Statistics, an eight-hour day is in effect, with possibly some exceptions—the eight-hour day is usually in effect.

Mr. Phillips: I note you show here, with regard to the bricklayers, the first appearing in this table, that they work from 8 A. M. to 5 P. M., Monday to Friday, 8 A. M. to 12 noon on Saturday, 44 hours during the week. What would be their rate of overtime if required to work outside of these hours during the week?

Mr. Carter: From Monday to Friday, if they were required to work over eight hours, or on Saturday, if required to work over four hours, they would receive one and one-half times the rate; that is, the rate would be increased fifty per cent. On Saturday, if the time began before 8 A. M. and if they worked any time on Sundays or holidays, they would receive double wages.

Mr. Phillips: What would they receive after noon, if they worked on Saturdays?

Mr. Carter: The table is not quite clear on that. It says Monday to Friday, one and one-half time. There is a footnote there, number 1, which says, "No work shall be done between 5 and 7 P. M. and 6 and 8 A. M., except in cases of actual ne-

cessity." Their rule would preclude their working those hours, under any circumstances, except in cases of necessity. Then the overtime rate would apply.

Mr. Phillips: In the column headed "Saturday," second line?

Mr. Carter: Double time after noon.

Mr. Phillips: Would that indicate that double time would be paid?

Mr. Carter: Yes. I did not read that second line.

Mr. Phillips: Also for Sundays and holidays?

Mr. Carter: Double time for Sundays and holidays.

Mr. Phillips: Does the same apply to carpenters?

Mr. Carter: No, the carpenters get double time all the time after eight hours—four hours on Saturday.

Mr. Phillips: After four hours on Saturday, double time, if required to work more than four hours?

Mr. Carter: Yes, sir.

Mr. Phillips: You stated, Mr. Carter, in explaining this table at the beginning, that you had made use of such information as was available, having only these tables which were completed down to May 15, 1912. Have you any reason to believe that the conditions of service of these employes are less favorable now than they were at that time?

Mr. Carter: Why, much more favorable, and I had a special report on that matter which I thought I had included in the table, but I don't see it now; but I had a reply to an inquiry that I made of the Bureau of Labor Statistics, and it indicates that many more trades have gone on the eight-hour basis and time and a half for overtime than shown in the list prepared for May 15, 1912; but on account of the lack of time to complete all these investigations, I could not wait to get a revised statement; I had to take what I had.

Mr. Phillips: In that footnote 4 here, Mr. Carter—

Mr. Carter: What page?

Mr. Phillips: Page 93—you say: "Forty-nine and a half hours during June, July, August and September." What is meant by that, can you tell us—it refers to carpenters, millmen?

Mr. Carter: Yes. Under the caption "Hours of Labor per Week" it shows 54 hours. The footnote says "Forty-nine and a half hours during June, July, August and September."

Mr. Phillips: It is shown, I believe, if you read across the page, they have a nine-hour day, which would be 54 hours a week, but work only forty-nine and one-half hours during the hot months. Is that what you understand from that?

Mr. Carter: That is a conclusion one could reach. Understand, that this table is given for what it is worth.

Mr. Phillips: This double time for holidays and Sundays—do you know what holidays are included?

Mr. Carter: No. I think you will find in the footnotes that they sometimes refer to that. These footnotes are reproduced from the table, as printed. I should surmise it means all holidays that are generally kept, by everybody except railroad men.

Mr. Phillips: Here is a footnote here, number 6, which reads: "No work to be done on Labor Day under any pretense except by consent of Presidents of Manufacturers' Association and Carpenters' District Council." I should think that would be one holiday that they would all observe, would it not?

Mr. Carter: I should presume so. That is, if they could make the rule stick.

Mr. Phillips: Footnote 10 also says "No work to be done on Labor Day, except in case of necessity, the contractor to be the judge of necessity."

Mr. Carter: Well, there the contractor is the judge.

Mr. Phillips: Do engineers and firemen get any extra pay for any holidays allowed them?

Mr. Carter: Not that I know of.

Mr. Phillips: Do they get any extra pay for working on Sundays or holidays?

Mr. Carter: I have never noticed a schedule making any special provision for an extra rate.

Mr. Phillips: Are the conditions, reported for the various cities referred to here, similar to those reported for Chicago?

Mr. Carter: Similar, yes. You will understand, that table was placed in there and if I had more time I might have drawn some comparisons very favorable to our side; but I am not going to do it, because anyone who has the book can draw his own comparisons. This was all done in less time than should have been used.

Mr. Phillips: Have you made any estimate of the average

earnings of the employes covered by the tables in this exhibit?

Mr. Carter: On page 8, table 1, there is shown the average rate paid to all employes, in other industries in the sixteen cities. This average was secured by the simple process of adding all the rates on an adding machine and dividing the sum by the number of rates.

Mr. Phillips: Do you include therein the rates for engineers and firemen?

Mr. Carter: Yes, in the same manner. All the rates for engineers are added, regardless of the size of the engine, a big engine, a little engine, a middle-sized engine—all the rates are added together, and, then, after you have your ribbon off your adding machine, you count the rates and divide the sum by the number of rates, and that is the average. On page 9 you will see the same character of table for the year 1910. The table on page 8 are the rates for 1907, and on page 10 you will find the average for 1913. The same list of employes, except it shows the average rates for the three different periods.

Mr. Phillips: You give here the names of the cities in the footnote, do you not, Mr. Carter—the cities included?

Mr. Carter: Yes, the cities included in the averages are shown.

Mr. Phillips: They are the same cities included in Table 7?

Mr. Carter: No, in Table 8.

Mr. Phillips: Tables 7 and 8?

Mr. Carter: No. Table 7 includes a myriad of cities, towns and villages.

Mr. Phillips: Table 7 applies to engineers and firemen?

Mr. Carter: Yes.

Mr. Phillips: Table 8 includes cities within the territory through which these railroads operate?

Mr. Carter: Yes, sir.

Mr. Phillips: And those are the names of the cities there?

Mr. Carter: These are the names of the cities included in bulletins 131 and 143 in this territory.

Mr. Phillips: You have not here included St. Paul, I note, and you have explained why that city is not included in the table?

Mr. Carter: When this entire book was sent to the printers, we had St. Paul in there; we had seventeen cities in the

heading and had St. Paul in the footnotes; then the question came up of why should I include St. Paul and have someone get up and question the accuracy of the table, so I left out St. Paul.

Mr. Phillips: You explained, I believe, that you put the hourly rates on an adding machine and then divided the total by the number of rates added?

Mr. Carter: Yes.

Mr. Phillips: The same method was used for engineers and firemen as for the other employes, I understood you to say?

Mr. Carter: Yes.

Mr. Phillips: You did not, then, Mr. Carter, take the rate paid on the largest locomotive, the highest rate paid to engineers, and then the rate paid on the smallest locomotive, and add those and reach an average of that character?

Mr. Carter: Under the present methods of wage making, it would be practically impossible to do anything of the kind. I will say however, that if the wages in this territory were based on weights on drivers, grouped like our proposition, it would be a simple matter.

Mr. Phillips: But, here you have found a general average or an arbitrary average, I believe you termed it, did you not?

Mr. Carter: Well, it is a general average. It is arbitrary in not showing the average rates of engineers on different classes of locomotives. It shows the average rates of engineers and firemen on all the rates reported.

Mr. Phillips: Did you find it more difficult to find the average hourly rate of engineers and firemen than you did for employes in other lines of labor?

Mr. Carter: I just had to add more rates, was all. There were numerous rates shown. You will note, that so far as applies to bricklayers, which heads the list here, I have only to add fourteen rates, while for engineers and firemen I had to add all the rates, shown for every road, on every locomotive, for engineers, and the same for firemen.

Mr. Phillips: You said you added for brick layers fourteen rates?

Mr. Carter: Fourteen, yes.

Mr. Phillips: Did you mean to say sixteen rates?

Mr. Carter: I meant to say sixteen rates, yes. Understand, however, the fourteen applies to Table 10.

Mr. Phillips: Table 9, isn't it?

Mr. Carter: Yes, Table 9.

Mr. Phillips: Showing the rates and hours for overtime?

Mr. Carter: Yes. In order to place that right on the record, Table 9 showing the day's work, and the rates for overtime, includes fourteen western cities.

Table 8, showing the rates for employes in other industries includes sixteen cities.

Table 7, for engineers and firemen, includes, we may say, every railroad terminal in the district involved in this arbitration.

Mr. Phillips: The entire territory covered by the railroads?

Mr. Carter: Yes, sir.

Mr. Phillips: After having reached this average hourly rate, Mr. Carter, how do you find your engineers compare with workers in other industries?

Mr. Carter: Of the forty-six averages shown, or rather, of the averages shown for forty-six trades, and that includes firemen twice, once for oil burning engines and once for coal burning engines,—of these forty-six different classes of labor, the locomotive engineers in freight service fall down to the fourteenth position in the list. That is, thirteen other trades are getting higher average rates than the locomotive engineers are, in the same territory.

Mr. Phillips: And, for firemen how is it?

Mr. Carter: In 1907, firemen on coal-burning engines fell to thirty-seventh in the list of forty-six, and on oil-burning engines fell from thirty-eighth in the list of forty-six. That was in 1907.

Mr. Phillips: How did they stand in 1910?

Mr. Carter: They ranked in the same manner. That is, locomotive engineers in freight service, were number 14 in the list of forty-six; locomotive firemen on coal-burning engines, freight service, were number 37; locomotive firemen on oil-burning engines, freight service, were 38. That was for 1910.

Mr. Phillips: Now, take 1913, where do they stand in 1913?

Mr. Carter: In 1913 the engineers and firemen lost two

numbers. That is, the engineers' rate instead of being number 14, as in 1907 and 1910, now appears as number 16. It shows that they are falling in average rates compared with other employes.

The locomotive firemen, coal-burning engines, fell from 37 to 38; and on oil-burning engines, from 38 to 39.

Mr. Phillips: What classes of laborers rank ahead of locomotive engineers, Mr. Carter?

Mr. Carter: Take the present time, last year, for instance?

Mr. Phillips: Yes; that will exemplify it, I believe.

Mr. Carter: Bricklayers, plasterers, steamfitters, plumbers, gasfitters, marble setters, structural iron workers, cement workers, granite cutters, compositors, stone cutters, inside wiremen, carpenters, linotype operators, book and job offices.

The Chairman: Mr. Phillips, will you kindly suspend.

The Board will take a recess until 2:30.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

W. S. CARTER was recalled for further examination, and, having been previously sworn, testified as follows:

Mr. Phillips: Mr. Carter, I believe just before adjournment we were on page 10, discussing Table 3, or possibly we were on page 8 or 9, discussing Table 2; but these tables are very similar, except that they are for different years. I believe I had asked a question as to the relative position occupied by locomotive freight engineers in comparison with employes in other lines of industry, and you had answered that they stood sixteenth, and had named the different classes of employes who rank ahead of them in hourly rates. Do you so recall it?

Mr. Carter: Average hourly rates.

The Chairman: The witness had just enumerated certain cities in comparison with others, at the close of the morning session.

Mr. Phillips: Is that correct?

The Chairman: Yes.

Mr. Carter: Certain cities for certain trades.

Mr. Phillips: Now, in Table 3 on page 10, how many

different classes of employes rank ahead of locomotive firemen in average hourly rates?

Mr. Carter: Thirty-seven out of a possible forty-six.

Mr. Phillips: A large number of them. I believe I asked you how many ranked ahead of locomotive engineers. Now, what trades rank behind them—not the number, but the classes of service that rank behind locomotive firemen?

Mr. Carter: Steamfitters' helpers, bakers—third hands, laborers, blacksmiths' helpers, boiler makers' helpers, press feeders (book and job), and inside wiremen's helpers.

Mr. Phillips: Cement workers' laborers, bakers—second hands, and numerous other branches of service which are generally considered unskilled labor, rank ahead of locomotive firemen, do they not?

Mr. Carter: Yes. The hod carrier in all these cities shows an average rate of wages per hour of 40.27, while the locomotive fireman on coal-burning engines and freight service, averages 33.85 cents per hour.

Mr. Phillips: I believe you pointed out that as between 1907 and 1913, or perhaps between 1910 and 1913, some additional branches of service had some increases which put them ahead of both locomotive engineers and locomotive firemen in freight service, when their wages were considered on an average hourly basis?

Mr. Carter: Yes, I think it was the carpenters and the linotype operators in book and job offices, who passed the engineers between 1907 and 1913. Bakers—third hands, who I understand are helpers, passed the firemen between 1910 and 1913.

Mr. Phillips: Now, will you please turn to page 14, table 5? Will you explain the meaning and intent of this table?

Mr. Carter: It simply shows the methods adopted to reach the average wages. Table 5 and Table 6, appearing on pages 14 to 17 inclusive, are identical except as to arrangement. Table 5 was arranged in order of amount of increase in rates of wages, 1913 over 1907.

Table 6 is arranged in order of amount of increase of rates of wages, 1913 over 1910.

Understand, this is not arranged according to the average rates of wages, but the percentage of increase in wages.

Mr. Phillips: Then in the next to the last column, the

31.85 per cent of increase in 1913 over 1907 would show that the bakers—third hands—received the highest per cent of increase within that period.

Mr. Carter: Yes.

Mr. Phillips: The highest aggregate per cent of increase?

Mr. Carter: Yes; cement workers' helpers next, boiler makers' helpers next, bakers—second hands—next, and press feeders, book and job, next. I take the first five.

I think you will find, that those who were the lowest paid in 1907 seem to have received the greatest increases since that time. There is a tendency to raise them.

Mr. Phillips: You say Table 6, on page 16, is similar, but arranged on a different basis?

Mr. Carter: The only difference is the names are arranged in order of the amounts of increase of the rates of wages, 1913 over 1910—that is, the percentages of increase.

Mr. Phillips: In other words, the next to the last column governs the relative position of the different classes of service in Table 5, and the last column governs their relative position in Table 6, is that correct?

Mr. Carter: Yes.

Mr. Phillips: Where do locomotive engineers and firemen appear in Table 6, page 14?

Mr. Carter: Locomotive engineers appear as number 39, in a list of 45. That is for the entire period, 1913 over 1907.

Mr. Phillips: And firemen?

Mr. Carter: Locomotive firemen, on coal burning engines, appear as number 36 in a list of 46. Locomotive firemen on oil burning engines appear as number 44 in a list of 45; only one lot of people worse off than the firemen on oil burning engines, and they are the stone cutters.

Mr. Phillips: How do the rates appearing here of stone cutters compare with the locomotive firemen?

Mr. Carter: In 1914?

Mr. Phillips: For the different years for which the comparisons are made.

Mr. Carter: In 1907, on page 8, Table 1, they were receiving 59.79 cents an hour, while locomotive firemen were receiving 29.26 cents an hour. The stone cutters were advanced from

59.79 cents in 1907 to 61.04 cents in 1913. They had a very slight increase.

Mr. Phillips: How were the firemen's wages for that particular year, freight firemen?

Mr. Carter: What year?

Mr. Phillips: 1913. You gave 1907, I believe, as 29 cents and something.

Mr. Carter: In the arrangement of these trades, in accordance with the volume of percentage increase in wages, that places the locomotive engineers at the foot of the list with an increase of .06 of one per cent.

Mr. Phillips: You are speaking now from Table 6?

Mr. Carter: Table 6.

Mr. Phillips: On page 16?

Mr. Carter: Yes. You understand, these tables all extend from page 16 to page 17.

Mr. Phillips: The engineers and firemen didn't get on the first page, did they?

Mr. Carter: No. The lowest in the list of 45 are the locomotive engineers, who received, 1913 over 1910, a percentage of increase equalling—that is, the average percentage of increase equalling .06 of one per cent. If they had received 100 times as much as they did receive, they would have had a six per cent increase. The next is locomotive firemen on coal burning engines; they received the exact same amount of percentage of average increase, .06 of one per cent. Locomotive firemen on all oil burning engines received .09 of one per cent. You understand that is the average of all the rates. Everybody else received from 1.11 per cent up to 9.21 per cent in three years, 1910 to 1913.

Mr. Phillips: Some of the higher paid trades—I see the stone cutters at the bottom again—received a smaller increase?

Mr. Carter: I think you will find that those receiving the highest rates of wages in 1910 usually received a small increase since 1910. You will find the stone cutters, bricklayers, blacksmiths, and such as that, are low. In fact, you will find the hod carriers have received only 2.47 per cent increase, since 1910, up to 1913. They rank quite high, however, on the list.

Mr. Phillips: They were ahead of the firemen, the freight firemen?

Mr. Carter: Very much so.

Mr. Phillips: Were stone cutters, blacksmiths and these others ahead of engineers?

Mr. Carter: Very much so.

Mr. Phillips: Even though they were far ahead of engineers in 1910 in the hourly rate, still since 1910 they have received more in the increases?

Mr. Carter: Yes.

Mr. Phillips: And their rates are considerably ahead of the engineers still?

Mr. Carter: Yes. I think by referring to table 6, pages 16 and 17, you will note that, ordinarily, those receiving the highest percentage of increase are those that appear well down on the table number 3 on page 10.

Cement workers' helpers show a percentage of increase, 1913 over 1910, of 19.21 per cent in the three years.

Mr. Phillips: You will find cement workers' helpers on page 8, Table 1, Mr. Carter. I find you have here listed cement workers' laborers.

Mr. Carter: That is a change in the name between Bulletin 131 and Bulletin 143.

Mr. Phillips: You understand it to be the same employes?

Mr. Carter: I understand it to be the same.

Mr. Phillips: Their rate at that time was 34.82 cents per hour.

Mr. Carter: Yes. You mean as to Table 1. The cement workers' helpers there appear as 36.28. I thought that was what you were talking about.

Mr. Phillips: No, I caught the cement workers' laborers. Now, in the next table they appear as 38.53, that is the cement workers' helpers, page 9.

Mr. Carter: That is right.

Mr. Phillips: Now, between 1910, when their rate was 38.53, up to 1913, when their rate appears at 43.89 cents per hour, that shows that increase of 19.21 per cent there, does it, the highest increase within the period as shown in table 6?

Mr. Carter: I think you are mistaken in quoting the rate. The rate is 29.72 cents per hour.

Mr. Phillips: No, turn to page 10, Mr. Carter.

Mr. Carter: All right.

Mr. Phillips: In the first line of the sixth group, cement workers' helpers.

Mr. Carter: Yes.

Mr. Phillips: 43.89 cents per hour.

Mr. Carter: Yes.

Mr. Phillips: Now, in 1910—

Mr. Carter: Yes.

Mr. Phillips: In the next to the last line of the sixth group you have 38.53 cents per hour.

Mr. Carter: What page are you quoting from?

Mr. Phillips: Page 9, Table 2.

Mr. Carter: Yes, 38.53.

Mr. Phillips: The difference between 38.53 and 43.89, as appearing in the next table, is indicated by this 19.21 per cent of increase during that period?

Mr. Carter: Yes.

Mr. Phillips: Those rates are considerably more than the rates paid to locomotive firemen, are they not, by the hour; average hourly rates for freight firemen?

Mr. Carter: Look on page 10, Table 3, and you will see it is. They are just two numbers above. Locomotive firemen on oil burning engines show an average of 32.86; the next one above, locomotive firemen, coal burning engines, freight service, 33.85.

Next, bakers-second hands, 34.96. Now, comes cement workers' helpers—

Mr. Phillips: No, isn't that laborers?

Mr. Carter: Laborers.

Mr. Phillips: The helpers go much higher.

Mr. Carter: Yes, the helpers go much higher. Where are those?

Mr. Stone: Two sections above that.

Mr. Carter: Two sections above that. That would be 10.

Mr. Phillips: The one point I wanted you to explain, Mr. Carter, if you could, is how these apparently high percentages of increases appear for these men? I believe you explained that generally they applied to the lower paid workers.

Mr. Carter: Yes, I noticed it while looking at this table.

Mr. Phillips: You would consider a cement worker, a cement laborer or a cement helper among the low paid workers?

Mr. Carter: Apparently not, if you will go back to page 10, he would be about the medium; run about the middle of the page.

Mr. Phillips: Have you compiled any averages for yardmen, engineers and firemen?

Mr. Carter: No.

Mr. Phillips: Have you compiled any tables showing their rates of wages?

Mr. Carter: Yes.

Mr. Phillips: Where will they be found, please?

Mr. Carter: Table 10, beginning on page 105, shows "Rates of Wages Per Hour and Earnings for Continuous Service of Engineers in Switching Service on Western Railroads."

By referring to page 113, you will find Table 11, which is "Rates of Wages Per Hour and Earnings for Continuous Service of Firemen in Switching Service on Western Railroads."

I will say that all that appears after page 104, which is made up of Tables 10, 11 and 12, was prepared after the other matter was in type and had been sent to the printers. It seemed that we might have time to get up a little more information and having about completed our work for the printers, we devoted our time that we had left to finding out something about switching engineers and switching firemen and hostlers.

Mr. Phillips: How many roads have you included in this tabulation, Mr. Carter; all of the principal lines in the movement?

Mr. Carter: Yes. I have not counted them. They are there; you can see them. They extend from page 105, over to and including page 112. About eight pages.

Mr. Phillips: Does there appear to be any uniformity in the rates paid for yard service in different parts of the western territory?

Mr. Carter: Yes, there is a close approach to uniformity or standardization, as you like to call it.

Mr. Phillips: Is a higher rate paid to engineers, when large engines, or road engines, are used in yard service?

Mr. Carter: A comparatively few roads have made special rates for the large engines. Most of the roads only make rates for the engines generally used in yard service.

Mr. Phillips: I note, throughout this table, on the first

page and on the succeeding pages, that rates for first and second class yards are shown. Do you know why this is?

Mr. Carter: During past years, as wage increases have been secured by engineers and firemen, they have been unable to secure the wage increase in all yards, but they have secured increases for the principal yards, and the wage schedules designate them as first and second class yards. In order to give additional information, you will notice that there are reference notes all through Table 10. By referring to pages 121 and 122 you will see where these first and second class yards are.

Mr. Phillips: Do you know what constitutes the difference between a first-class yard and a second-class yard?

Mr. Carter: No, I do not, unless it is that they use a big, heavy engine in the first-class yards, and have to on account of heavier traffic, or heavier work to do. I think that ordinarily where a railroad has two classes of switch engines, you will find the smaller engine in the second-class yard and the larger engine in the first-class yard. At least, that is where it should be.

Mr. Phillips: If the work in the second-class yard became heavy enough to require the use of large first-class engines, would that be any different than in the first-class yards?

Mr. Carter: Yes, under the system employed in the past, no difference what the size of the engine, if it is in a second-class yard it takes the lower rate.

Mr. Phillips: I understand that the rates are different, but do you think the work would be any different, if the work got heavy enough in the so-called second-class yard to necessitate the employment of a large engine? Would the work done by a large engine in a second-class yard be any different from the work done by the same engine in a first-class yard?

Mr. Carter: I cannot see any difference whatever.

Mr. Phillips: On page 106 I should like to call your attention to one road, the Chicago, Milwaukee & St. Paul, eastern lines. At the top of the page are given first the rates for first and second-class yards, and then follows a classification by letters, presumably the system method of classifying engines. Would you understand from that that these were road engines?

Mr. Carter: I think you will find most of them are road engines, but I would not be surprised if you should find some very large switch engines on that road, right here in the city of

Chicago. I will confess I have not seen them, but my judgment would lead me to believe they are there.

Mr. Phillips: These various classifications, when used in yard service, regardless of whether they are road engines or yard engines, carry a higher rate of pay for engineers than appears in the first tabulation, do they not?

Mr. Carter: Yes.

Mr. Phillips: And if they are road engines, it would appear that on that road they have a higher rate of pay when road engines are used in yard service?

Mr. Carter: It seems so from the rates quoted.

Mr. Phillips: On page 108 there is even a more extensive classification for the Great Northern Railroad.

Mr. Carter: Without having specific knowledge upon the subject, I think that perhaps they quote a yard rate for all their locomotives.

Mr. Phillips: And that a road engine used in yard service would pay a higher rate than a yard engine used for switching in the yard?

Mr. Carter: The rates as they appear here for engineers in yard service on the Great Northern are as low as 42.5 to as high as 50 cents an hour.

Mr. Phillips: You were quoting a first class yard rate, were you not?

Mr. Carter: Yes.

Mr. Phillips: I note that second class yards, at the top of the page, pay as low as 40 cents an hour.

Mr. Carter: A second class yard would pay 40 cents, and then on one of the yards below it is 50 cents.

Mr. Phillips: You will note there that engines of the last classes, N-1, M-1, M-2, and L-1, pay 55 cents an hour, do they not?

Mr. Carter: Yes, but engines of class N-1 and M-1 on the Great Northern are very large Mallet engines.

Mr. Phillips: Do they ever use Mallets in yard service?

Mr. Carter: I cannot answer that.

Mr. Phillips: I do not mean on the Great Northern. I mean any place.

Mr. Carter: I am informed from the audience that they are.

Mr Phillips: Now, turn to Table 11, beginning on page 113. Is the information given therein for firemen similar to that for engineers?

Mr. Carter: Table 11 is a companion table to Table 10, the only difference being that Table 10 gives engineers' rates while Table 11 gives firemen's rates.

Mr. Phillips: I believe you explained as to page 121, that the reference notes are to continue on page 122, covering tables 10 and 11, showing the points where the second class yards exist.

Mr. Carter: It shows where the rates are paid.

Mr. Phillips: Where second class rates are paid, or rates are paid for second class yards.

Mr. Carter: For instance, take on page 121, the sixth reference note, Chicago & North Western, the first class yards are Chicago, Milwaukee, Council Bluffs, North Fond du Lac, Belvidere, Clinton, Des Moines, Sioux City, South Omaha, Boone, Baraboo, Belle Plaine, Green Bay, Winona, Escanaba (Lower Yard), Deadwood, Janesville, Missouri Valley, Cedar Rapids and Ashland.

Now, the statement is made, "Second class yards: All other yards". Now, I don't know the names of the other yards. They are not shown in the schedule, the names are not shown there.

Mr. Phillips: Now, turn to the next page, please, page 123, Table 12. The caption of Table 12 reads: "Rates of Wages Per Hour and Earnings for Continuous Service of Locomotive Hostlers on Western Railroads." Will you please explain this table and its purpose.

Mr. Carter: The purpose is very similar to that of the table in regard to switch engines, except there are no first and second class yards. You will notice, however, that some roads have a large number of rates. For instance, the Denver & Rio Grande has five different rates on the Colorado lines and five different rates on the Denver & Rio Grande lines, as shown. I understand that they only have five different rates.

Mr. Phillips: You mean the Utah lines?

Mr. Carter: The Colorado lines and the Utah lines. You will note opposite the Atchison, Topeka & Santa Fe a leader line showing no rates at all, and there is a footnote to that. By turning to page 125 for references, you will find, note 2, "Atchison, Topeka & Santa Fe (Eastern and Western Lines)—no rate re-

ported for hostlers. When firemen are required to act as hostlers they are paid firemen's rates, except when assigned for a definite period, in which case they shall receive hostlers' wages." But no place in the schedule is it indicated what the hostlers' wages are. That same will apply to any other road having a leader line following, such as the Baltimore & Ohio Chicago Terminal, the Chicago & Alton, the Chicago & Southern, etc.; but you will find reference notes to other tables, ten, eleven and twelve, giving much information which should be understood while reading these tables.

Mr. Phillips: This reference here, the third reference note on page 125, Mr. Carter, reads: "Atchison, Topeka & Santa Fe (Coast Lines)—One hour allowed for meals. If hour for eating is not given, hostlers are paid 25 cents in addition to regular pay." Would you understand they were paid that 25 cents extra if they were not allowed a full hour to eat?

Mr. Carter: I would so understand it from reading the schedule. You must understand, I have not been there nor interviewed these men.

Mr. Phillips: All of this information is taken from the schedule?

Mr. Carter: Yes.

Mr. Phillips: I believe you stated that this table, as well as the two preceding tables, was compiled after you had started the other work, or practically completed the other work?

Mr. Carter: The other work had practically been completed and was in the hands of the printer. We then learned that the arbitration was postponed from the 9th to the 30th—

Mr. Phillips: Of November?

Mr. Carter: From the 9th to the 30th of November, and we utilized those eighteen days in doing what we could, and among the things we did do was to get up tables for switch engineers, switch firemen and hostlers, and they are added, as you will note, to the back of the book. There is only one table that was already in type, that we had corrected to include switch engineers, switch firemen and hostlers.

Mr. Phillips: What table is that?

Mr. Carter: Table 4 on page 12. But I think that is a mistake, for we included there, hostlers for the Chicago, Burlington & Quincy Railroad on table 4, and there is no rate given

for hostlers on the Chicago, Burlington & Quincy Railroad in the schedule. I had a representative visit the terminals here to ascertain what the rate was, to get a report on it. You will find the rate on pages 12 and 13, for Table 4. I do not think you have ever handled Table 4 before.

Mr. Phillips: No, I am afraid we missed that. We will go back to that now. "Comparative Rates of Wages per Hour and Earnings for Continuous Service of Locomotive Engineers and Firemen, Employed by the Chicago, Burlington & Quincy Railroad Company, and Employes in the Building Trades, in the City of Chicago." Before you attempt to explain that, Mr. Carter, you say that the hostlers and assistant hostlers should not be included there because of the fact that they have no rate shown on the Chicago, Burlington & Quincy.

Mr. Carter: In order to explain why the Chicago, Burlington & Quincy rates for hostlers appear on pages 12 and 13, Table 4, and do not appear on page 123, Table 12, it is because I am quite sure there is no rate shown in the schedule, the only rates shown in the schedules are shown in Table 12. When this table here was prepared, the purpose was to take men working out of the City of Chicago and compare their wages, per hour, and their earnings for continuous service, with other men working in the same city. For instance, a railroad running into Chicago will pass a vast number of buildings and other industrial plants where men are employed between here and the outskirts of the city, and I wanted to compare their wages in the same immediate locality. The reason I selected the Chicago, Burlington & Quincy Railroad is because they have a very concise and brief schedule. I think they have about five groups of engines, and it only takes a very few lines to show all their rates. I did not select the Chicago, Burlington & Quincy because of any special reason. It was because I thought the Chicago, Burlington & Quincy was typical of one of the principal western railroads operating out of the City of Chicago, it has large terminals here, and I thought, inasmuch as they have only about five or six rates, it would be easier to use that road for comparison's sake. After the table was prepared, however, I found that I had no hostlers' rate for the Chicago, Burlington & Quincy, and I had a representative go and interview the hostlers, get their names and find out what they were earning. Now, understand, the information

that appears in Table 4, concerning hostlers and assistant hostlers, is based upon the information communicated to me by my representative whom I sent out there to make inquiry.

Mr. Phillips: And not taken from the schedule?

Mr. Carter: No, sir, they do not have any rate in the schedule for hostlers.

Mr. Phillips: What is a hostler, Mr. Carter?

Mr. Carter: I suppose the name had its origin in the coaching days of old, long before we had railroads, when the driver of a team would drive up to an inn on the wayside, and a hostler would come out and take the team, take care of it, had charge of it until the party was ready to leave, and then the hostler would bring the team out again. I think that is the basis of the word "hostler" in use today. A hostler is a man who has charge of, and is responsible for the locomotive after the road crew surrenders the engine and before they take it again.

Mr. Phillips: Would that apply to a man employed to take care of switch engines when they were turned in at the end of a day's work?

Mr. Carter: Any man who handles an engine, who is responsible for the handling of that engine, has charge of that engine while it is not operated in regular service, is a hostler.

Mr. Phillips: And these are the employes covered by the rates quoted from the schedules, as they appear in Table 12?

Mr. Carter: Yes.

Mr. Phillips: But for the Chicago, Burlington & Quincy, in this comparison made here, the rates of wages for hostlers, per hour or by the day, were secured by direct information from the employes in the service of the Chicago, Burlington & Quincy Railroad?

Mr. Carter: Yes.

Mr. Phillips: Have you the information available if anybody desires to make a check on that?

Mr. Carter: I have it. I have a report of an employe of the Chicago, Burlington & Quincy Railroad, working right out of his town. I have his report and shall be glad to produce it at any time.

Mr. Phillips: Now, what was the particular purpose of Table 4, Mr. Carter?

Mr. Carter: The particular purpose of Table 4 was to

compare the hours of service per day that employes in all of these different trades here are required to work. You will note that I have selected the buildings trades in the city of Chicago and compared them with locomotive engineers and firemen in freight service, locomotive engineers and firemen in switching service, and hostlers and assistant hostlers on the Chicago, Burlington & Quincy Road; and, as I explained, the only reason that I had to get that information was, after I had arranged the table and attempted to insert the hostlers' rate, I found there was no hostlers' rate in the Chicago, Burlington & Quincy schedule.

Mr. Phillips: What do you find by a comparison of these different classes of employes, on an hourly basis, Mr. Carter?

Mr. Carter: All of the building trades in the city of Chicago have their hours of labor limited to eight hours. They cannot be required to work longer than eight hours without paying them a higher rate than is received for the regular hours. So far as locomotive engineers and firemen in freight service are concerned, or in switching service, they have no limit except the limit of sixteen hours, fixed by the Federal Hours of Service Law. They may work six hours, eight hours, ten hours, twelve hours, fourteen hours and sixteen hours, legally, and not violate any schedule, nor violate any law. Sometimes, without violating the law, they work twenty hours, or twenty-four hours, when it can be shown that some accident has happened which does not come within the law, or, rather, an accident has happened that makes it permissible for engineers and firemen to remain on service longer than sixteen hours.

Mr. Phillips: When you speak of the law, you refer to the Federal Hours of Service Law?

Mr. Carter: The United States Federal Law, Hours of Service Law. Canada hasn't any law upon the subject. They are agitating a fourteen-hour law now, I believe, in Canada.

Mr. Phillips: Your reference to the law has no reference to the law of humanity?

Mr. Carter: That is not considered in railroading.

Mr. Phillips: I want to get at just what you mean by this unlimited service of locomotive engineers and also locomotive firemen, as shown further down the line, in different groupings. You say they have no limit under the law. These are freight employes, engineers and firemen.

Mr. Carter: Yes, they have a limit of sixteen hours.

Mr. Phillips: They are in the freight service or yard service?

Mr. Carter: They have a limit of sixteen hours.

Mr. Phillips: Aren't they generally supposed to be working on a ten-hour day?

Mr. Carter: I think, by referring to the table, you will find that usually it is a ten hour day, but probably there will be two or three deviations from that in Tables 10 and 11, giving switch engine wages. I think possibly in the footnotes there may be some deviation; but ten hours is a day's work, ordinarily, and so considered.

Mr. Phillips: Where they have a ten hour day, just for comparison with these trades that evidently have an eight hour day, would you understand that the engineer or fireman would just work ten hours and receive pay for ten hours, or, is it possible they may work longer than ten hours and receive no pay, except for the ten hours.

Mr. Carter: I think you will find that with two switch engine crews working continuously, except where the schedule provides for thirty minutes, or an hour's relief for eating. Now, I think there are roads, I am quite sure but I won't attempt to say what roads they are, that perhaps have a time for cleaning the fires of the switch engines, putting coal and water on, by hostlers, and if that is the case, I can see where there is a lapse of time between the two crews' work unless it is that crews are otherwise engaged at the same time that the hostlers are being worked with the engine.

Mr. Phillips: You give a number of those here in the first column of this table, the first column under "Hours per day,"—the number of trades evidently working eight hours per day, plasterers, plumbers, carpenters, etc.

Mr. Carter: And hod carriers.

Mr. Phillips: You understand that they work eight hours per day?

Mr. Carter: Yes.

Mr. Phillips: Usually from eight to five, with an hour off for noon, is it not?

Mr. Carter: Yes, sir.

Mr. Phillips: If they were required to come down at 7:30

and were not relieved until 5:30 in the evening, would they get pay for more than eight hours?

Mr. Carter: What is your question—say it again?

Mr. Phillips: From 7:30 A. M. to 5:30 P. M., a total of nine hours.

Mr. Carter: That would be nine hours.

Mr. Phillips: For what would they receive pay?

Mr. Carter: Well, I think some roads pay continuous time.

Mr. Phillips: I am speaking of these other trades, now.

Mr. Carter: They would not receive any pay for the time they are eating their meals, one hour.

Mr. Phillips: That is not the point I wished to have made clear, if you can make it clear for us—if a hod carrier or a brick layer, or a carpenter, or any of these other trades you have enumerated, are worked thirty minutes before the eight hour period begins, getting ready, we will say, and then worked thirty minutes after, putting his tools away, or something of that kind, or cleaning up the debris of the day's work, would he receive any additional compensation for that?

Mr. Carter: I am quite sure he would receive the rate fixed for overtime.

Mr. Phillips: Now, if these engineers and firemen, working ten hours a day, had no specific rule granting pay for preparatory time, could the railroads require their engineers and firemen to come down, thirty minutes, or some period of time before their day began, and also to remain on duty after their day ended, without compensating them for it?

Mr. Carter: Do you refer to switching service?

Mr. Phillips: Either switching service or road service.

Mr. Carter: They have not a regular ten hour day in road service.

Mr. Phillips: I understood you to say that ten hours constitutes a day.

Mr. Carter: Only as fixing a basis of pay. When you work ten hours they say you are entitled to this pay, but they do not say you are entitled to quit.

Mr. Phillips: Let us confine it to the switching service. Then, if these men engaged in the switching service had to come down thirty minutes before their work began, and then had to

remain thirty minutes after their day was over, would they receive pay for it on all railroads?

Mr. Carter: I am quite sure they would not, unless it was specifically provided in the schedule.

Mr. Phillips: Let us make a few comparisons. I do not want to drag this out too long. If a plasterer works eight hours on a week day, what will be his earnings?

Mr. Carter: Six dollars.

Mr. Phillips: Now, take a locomotive engineer in the first group there. Did I understand you to say those were the highest paid engines, the ones coming first?

Mr. Carter: Group 6.

Mr. Phillips: Suppose an engineer works eight hours on that 64 cents an hour engine, what would he receive?

Mr. Carter: He would get \$6.40, just the same as if he worked ten hours.

Mr. Phillips: If a plasterer worked ten hours on a week day, what would he get?

Mr. Carter: He would get \$9.

Mr. Phillips: And how much would the engineer get for working ten hours?

Mr. Carter: He would get the same \$6.40.

Mr. Phillips: And if the plasterer worked twelve hours on a week day, what would he get?

Mr. Carter: He would get \$12.

Mr. Phillips: What would the engineer get?

Mr. Carter: He would get \$7.68.

Mr. Phillips: If the plasterer worked fourteen hours?

Mr. Carter: If a plasterer, an inside wireman, plumber, gasfitter, or a steamfitter, those four anyhow, would get \$15 if they worked continuously fourteen hours.

A locomotive engineer on the biggest engine would get \$8.96.

If a man employed in any one of the four top trades should work sixteen hours on a week day he would get \$18, while the engineer on the biggest engine would get \$10.24.

The engineer on the smallest engine would get \$7.63, and a switch engineer would get \$6.80, for sixteen hours' continuous work.

Going down to the bottom, you will see that the firemen and

switch engine firemen and hostlers are hardly given enough to be in the list at all.

Mr. Phillips: You spoke of firemen. A fireman working on a switch engine in Chicago, working sixteen hours, would receive \$4, would he not?

Mr. Carter: \$4.

Mr. Phillips: A while ago we compared him with the hod carrier. What would the hod carrier get if he worked sixteen hours on a week day?

Mr. Carter: \$9.60.

Mr. Phillips: Suppose any of these crafts or trades worked sixteen hours on a Sunday or holiday—I mean those you first mentioned—what would they get?

Mr. Carter: They would get \$24 for working sixteen hours on a Sunday or holiday.

Mr. Phillips: Would there be any difference in the pay of the engineer?

Mr. Carter: No.

Mr. Phillips: Or the fireman?

Mr. Carter: No.

Mr. Phillips: Just the same as on a week day, and just the same at night as for day work?

Mr. Carter: Yes.

Mr. Phillips: Just the same for overtime as for straight time?

Mr. Carter: No difference.

Mr. Phillips: That apparently does not apply with any of the other trades?

Mr. Carter: All the other trades get excessive rates, or I mean rates in excess of the regular rates, for overtime.

I call your attention to the fact that this table was arranged in the order of the amount of earnings for a ten hour week day. If you will look at the ten hour heading, week days, and note the amount received, you will find that it progresses downwardly, from plasterers to assistant hostlers and switch engine firemen.

For instance, it starts in with plasterers \$9, inside wiremen \$9, plumbers and gasfitters \$9, steamfitters \$9, bricklayers \$8.25, and then goes on down. Then after sheetmetal workers it strikes the engineer, on the biggest engine on the "Q" road, I suppose. Anyhow, it is group 6, the highest rate, and he would get \$6.40.

And, you see as the groups change, the first four groups bring the wage down to \$5.40. Right between the first four and the last three groups of engineers, as shown there, appear the hod carriers. The hod carrier comes in midway in the group of engineers. The hod carrier gets \$5.28. Then comes three more groups for locomotive engineers, bringing it down to \$4.80.

The switch engineer in Chicago gets \$4.25 for ten hours' work.

Now, we come to locomotive firemen. Commencing with the biggest engine, the locomotive fireman gets \$4, in group 6, which I understand includes the Mallets; then \$3.75, then \$3.60, then \$3.30, then \$3.15, then \$2.95.

Now, we come to the switch engine fireman. He gets \$2.50, or 25 cents an hour. The hostler—and this is the C., B. & Q. hostler—gets \$2.50 a day.

Mr. Stone: \$2 a day.

Mr. Carter: He works twelve hours and gets \$2.50 for it. No, I beg your pardon, he gets \$3 for it as you will notice over in the twelve hour column. Now, I think that is an error. Although the schedule don't say so, there is nothing, no contract on the part of the railroads to pay a hostler anything less than a full day's pay, and it is possible that if this hostler on the C., B. & Q. only worked eight hours he would receive eight-tenths of a day. If he does receive \$3, it is because the road wants to pay him that, and it is not because of any agreement to that effect that I can find. It may be there is a private agreement between that hostler and the company.

Now, the assistant hostler out here on the C., B. & Q. gets 21 cents an hour. If he worked ten hours he would get \$2.10. I don't know who that assistant hostler is, but I have always considered that an assistant hostler is a man who actually hostles engines and assists the head hostler. It is possible that he might be a fire knocker, I don't know; but if he is, and does not handle engines, he is not a hostler; he is misnamed. If he handles engines he is a hostler and if he is working under a head hostler he is an assistant hostler.

Mr. Phillips: From this table, Mr. Carter, it would appear that all of these different trades you have listed, and which, I understand, are taken from the tables that appear elsewhere

in this exhibit, draw time and a half or double time for overtime; all except engineers, firemen and hostlers?

Mr. Carter: Yes.

Mr. Phillips: A while ago, you made a statement something to the effect that you wished to get these people working in the building trades or in other industries in the same territory that these yard men worked—

Mr. Carter: Right outside of the track or the yard, as these men work in the yards. Right beside the track.

Mr. Phillips: Now, let us take an industry beside the track and the car yard of a railroad company outside the fence. Those employes working there within sight of each other, within calling distance of each other day after day; do you know of any reason why those yard men should not expect to receive remuneration for their additional service the same as the employes working in the building trades and other industries?

Mr. Carter: If you will divide that question, I will answer it. I know that there is no reason why they should not expect, but there are good reasons why they do not receive it.

Mr. Phillips: What are the reasons why they do not receive it?

Mr. Carter: We have not been able to get it yet.

Mr. Phillips: That might be a debatable question, whether that is a reason or not. If I had asked you if they do receive it and you had answered in the negative, I could understand that they were not getting the money, but I could not take that as a reason why they were not getting it.

Mr. Carter: Yes.

Mr. Phillips: Do you believe that men working under such conditions, in a railroad yard, or on a railroad between stations, should have the same compensation for overtime, computed in the same manner that it is computed for these building employes, and the employes in other industries listed in your exhibit?

Mr. Carter: I would say that for the same reason that excessively high rates are paid for overtime in the other trades they should certainly be paid in yard service to engineers and firemen, and that purpose is to prevent the use of these men longer than a certain number of hours.

Our proposition only asks that their day be ten hours, while these other people all have an eight hour day. Without taking

into consideration the difference in the number of hours they are required to work before overtime begins, I have never been able to understand why yard engineers and firemen should not be worked an eight hour day and paid as liberally as employes in other industries are paid for an eight hour day, and receive excessively high rates of compensation for overtime when they were compelled to work overtime.

Mr. Phillips: But still you only ask for a ten hour day, do you not?

Mr. Carter: I rather think that the men want an eight hour day, but, as in other matters, they thought if they could standardize on a ten hour day they would do well.

Mr. Phillips: I believe, in your proposition, you ask for only time and a half for overtime?

Mr. Carter: Time and a half for overtime after ten hours.

Mr. Phillips: And practically all of these leading trades and industries listed in your exhibit show double time after eight hours?

Mr. Carter: Some of them only time and a half. The bricklayers only get time and a half if they work over eight hours, except on Sundays and holidays. Carpenters and a great many other trades, of course, get double time.

You, of course, understand these high rates of overtime are punitive in their nature. The men do not want to work over a full day's work, and in order to prevent the possibility of their being compelled to work more than a regular day's work, instead of being insubordinate and saying "We won't work," they say "You will pay me time and a half or double time if I do work."

Mr. Phillips: Mr. Carter, I want to call your attention to what appears to me to be an error in figuring these rates here. For the hod carriers, under the twelve hour caption, week days, appears a rate of 6.72. Now, I note the same rate of 6.72 for hod carriers under fourteen hours; is that correct?

Mr. Carter: That is an error. I had not noticed that. That should be increased. They would make more than that if they worked fourteen hours. A hod carrier would not work fourteen hours for \$6.72.

Mr. Phillips: Do you know whether hod carriers get double time or time and a half for overtime, without looking it up?

Mr. Carter: In Chicago, do you mean?

Mr. Phillips: Yes.

Mr. Carter: Hod carriers and building laborers have a 44 hour week, from 8 A. M. to 5 P. M., Mondays to Fridays; and 8 A. M. to 12 noon Saturdays, and they get time and a half for overtime, except on Sundays and holidays, when they get double time.

Mr. Phillips: This is figuring a week, and if I have figured it right here that should be \$8.16.

Mr. Carter: That is an error there. That has been checked over and over again; it would remain for you to find it.

Mr. Phillips: That \$6.72 should be \$8.16, should it not?

Mr. Carter: If you have computed it, I will say yes.

Mr. Phillips: I do not guarantee my figures but I see there is a discrepancy there. Now, Mr. Carter, I wish you would turn back to page 1 just a moment, the first page of this exhibit. Under the subject, "Piece-Work and Seniority," near the bottom of the page I note you say: "Rates of wages of Locomotive Engineers and Firemen in road service, being usually fixed upon a 'piece-work basis,' at a certain rate 'per hundred miles,' it follows, that the higher the average speed of a train between terminals the greater the earnings in a given time."

What do you mean by that?

Mr. Carter: So long as the speed of the train is equal to, or exceeds, ten miles per hour, the wages are fixed on the piece-work system, or so much per hundred miles. Now, if it took ten hours to go a hundred miles, the mileage rate and the daily rate would be the same; but, as the speed of the train increases, the earnings for the trip,—that is, the earnings for a given time would be increased.

For instance, going from A to B, 100 miles in ten hours, they would get 100 miles pay which is equal to ten hours work. But, if they went in eight hours they would get 100 miles pay in the same manner as if they had worked ten hours. It is purely a piece-work system. They make miles, and that is the expression they are using, "making miles." That is their product, they say.

Mr. Phillips: If the roads were operated on a basis so that men could make miles, in other words, turn out piece-work

rapidly, would they make more than if they operate on an hourly basis?

Mr. Carter: As the speed of the train increases so does the earnings per car when the wages are fixed on the mileage basis.

I would like to explain that. The wages are fixed per hundred miles of the actual miles made, and as I stated a while ago, if an engine crew was going a hundred miles in eight hours, or, say seven hours, their rate per hour would increase in the same ratio or proportion; but, in making that statement, I do not take into consideration that the crew that required seven hours to make 100 miles, were possibly called two hours before they started to make this 100 miles; or they may have been delayed at the end of the trip, and, it is possible, that, while the records of the company would show that they had been on duty only seven hours, the fact of the matter is they might have been on duty ten hours, if they were called two hours before the leaving time of the train.

It is difficult to determine when a man does go on duty. He may be asleep after eight hours rest, at 2 o'clock in the morning. The caller will waken him, or the telephone may waken him. His train, we will say, leaves two hours later. Now, it takes him a certain time to put his clothes on, get something to eat, and get to the place where he will find his engine. Possibly that is his own time, but that is something that has to be done. Before a man can go out on the road he has got to get something to eat and to put his clothes on. It is difficult therefore to say just how much time after a man is called is really time contributed by himself or required by the company; but in calculating and estimating the earnings of firemen on the mileage basis, that is, when their speed exceeds ten miles an hour, it is difficult to say how long a man does work for his pay.

It may show in passenger service, for instance, that he was only two hours going a hundred miles, or an average of fifty miles an hour, while the engine was in motion between terminals. It is possible, however, that he came down two hours before that engine left and was working around his engine; or he may have been taking that engine from a distant round-house down to the point where the train leaves. The des-

patcher's sheet would not show that, and any wages based upon that I am afraid would be misleading.

Mr. Phillips: Then, if the schedules did not specifically provide compensation for this preparatory time, even though that work might be done, no pay would be received for it by engineers and firemen?

Mr. Carter: If there was what we have been pleased to term an arbitrary allowance, it would be paid as an arbitrary and not under the mileage. He would get so much for making that hundred miles, and maybe he would be paid for the time he put in before he began to make that one hundred miles and maybe he would not.

Mr. Phillips: Under some schedules he would and under some would not?

Mr. Carter: That is it.

Mr. Phillips: When a hundred miles is made in a comparatively short time, I understand you to say, that, as piece-workers, engineers and firemen earn money more rapidly than if they were making just ten miles an hour, or say working on an hourly basis?

Mr. Carter: Like any other piece-work, if you got so much money for making brick or mining coal; and in mining coal the miners have an eight hour day and yet they are paid on a piece-work system of so much per ton. Two miners may be working in the same pit, both working eight hours, and yet the man who mines the most coal, knocks down the most coal and loads it and sends it out, gets a higher rate than the man in the next breast who knocks down a less number of tons and sends it out in the same eight hours.

Mr. Phillips: If this engineer and fireman got the train over the road in less time and, as you say, would earn money more rapidly than on an hourly basis, would they also be earning money more rapidly for the company, in your judgment?

Mr. Carter: Oh, I suppose so. They would be performing the same service for the company in say seven hours, that they might next day require ten hours to perform, or fourteen hours to perform.

Mr. Phillips: The point is this, Mr. Carter, if you can enlighten us on it: Would the company receive the same revenue

for the train if it got over the road in seven hours as if it moved over the road in fourteen hours?

Mr. Carter: I am not a traffic man, but I understand Red Ball Freight brings a higher return than coal trains.

Mr. Phillips: You spoke of the preparatory time. I understood you to say, that in some cases the engineers and firemen were paid, and in some cases they were not, for the time spent in getting their engine ready to leave and move out?

Mr. Carter: I make that statement without being able to call attention to any schedule. If that is a material point, I would suggest that if you will turn to Exhibit 1 or 2, you will find exactly, under the name of each road, just what they pay for preparatory time or for terminal time.

Mr. Phillips: You don't know what regulations the Interstate Commerce Commission have instituted, governing the time on duty, that shall apply to an engineer and fireman, do you?

Mr. Carter: I am going to make a statement that I think is true. If I am wrong, I hope to be corrected.

The Federal Hours of Service Law requires an engine crew to be off duty, we will say, eight hours. It does not say for rest; it says off duty. For instance, a train may come into the yard at one o'clock in the morning and the engineer and fireman be relieved from duty at one o'clock. Another train may leave at nine o'clock, we will say, eight hours later. The same crew may be required to leave on that train, and not violate the law, because the law says eight hours off duty.

Now, in practice, and in fact, by the time that engineer and fireman wash up, go and get something to eat, go home, get to bed, an hour or more has gone. Then, the caller will probably come around an hour or an hour and a half before nine o'clock, to get them up to get their clothes on and get something to eat, so when the government says you must give this engineer and fireman eight hours off duty, they don't say that you must give them ten minutes rest. If he is off duty on the road he has got to find the rest, if he can.

Mr. Phillips: Does the government consider the time off duty, the time between the ending of responsibility and the subsequent assumption of responsibility?

Mr. Carter: It does not say that. The time between being relieved from duty and again required to go on duty.

Mr. Phillips: If these men were required to report thirty minutes before leaving time, receive no pay for it, and their time began thirty minutes after being required to report, when, under the government regulations, would their hours on duty begin?

Mr. Carter: I am quite sure that when they are required to report for duty is the time. I do not think it is the leaving time of the train.

For instance, suppose an engine crew was called to go out at eight o'clock, and they were there, and the train was delayed and did not go out until noon. I am quite sure all the time they were laying there they would be considered as being on duty under the Hours of Service Law.

Mr. Phillips: Suppose a crew was called to depart on a train at 9 A. M., and under the rules of the company they were required to report for duty at 8:30 A. M., no compensation being provided by the schedule, would you understand that their time on duty began at 8:30 A. M.?

Mr. Carter: I do not know whether there has been a court decision on that point or not, and not being a judicial mind, I am not able to say, but it seems to me that "relieved from duty" means relieved from duty, and that "resuming duty" means resuming duty. I will have to confess I do not know, and I cannot answer that question. Most of these matters, you know, have been disputed, and have found their way into the courts, and the courts have decided them.

Mr. Phillips: Now, on the next page, page 2, about the middle of the page, or the third paragraph from the top you say:

"When the speed of a train falls below 10 miles per hour on 10-hour railroads, the basis of Engineers' and Firemen's wages changes from 'piece work' to the 'hourly' basis; thus, if it requires 16 hours to pull a train 125 miles, the miles run are disregarded and the Engineer and firemen are paid for sixteen hours work. The rate per hour for overtime is usually the rate for 10 miles, that is, no excess or 'punitive' rate is payable as in other industries."

What was your purpose in making that statement?

Mr. Carter: To distinguish between overtime as applied to engineers and firemen, and overtime as applied to employes in other industries. Overtime in nearly every industry except the railroad industry carries with it the suggestion that there is a higher rate for it.

Mr. Phillips: And overtime with engineers and firemen simply means that the time has been extended, and that they are going on at the same rate. Is that a correct understanding?

Mr. Carter: Yes, shall I read that next paragraph? I think it will throw some light on the subject.

Mr. Phillips: If it is explanatory, I shall be glad to have you read it.

Mr. Carter: (Reading) "As in all industries where rates of wages are based upon the 'piece work' system a comparatively few Locomotive Enginemen earn high wages, and the high wages of these few are accepted by the public as typical of the earnings of all. Because of this misunderstanding of the real earning power of all railroad employes under their 'piece work' system, great injustice has been suffered by its victims. With regard to the high earnings possible under the present system of compensating engineers and firemen, no thought is given by the uninformed to the ambitious, if not selfish struggle of these employes to 'make miles' while the opportunity is presented to add to earnings. Thus, an engineer or fireman may work 20 hours continuously and thereby earn two days' pay in one day, with the knowledge that he may earn nothing the next day. As with days so with months; an engineer or fireman may earn in one busy month twice as much as in a dull month. Many firemen with memories of a few months of high earnings often find themselves with no work at all, no income, and their average earnings for all months not sufficient to keep their family from hunger and want."

I will not read any further.

Mr. Phillips: Do you attribute this to the piecework system?

Mr. Carter: Yes.

Mr. Phillips: And seniority?

Mr. Carter: I attribute it to the peculiarity of railroad employment. A man may double the road today and he may not go over the road at all tomorrow. In one busy month he

may show excessively high earnings. In another dull month he may show no earnings at all. For instance, an engineer may be hired, and almost from the beginning he may show high wages on this piecework system. He may make a large number of miles. He may make a large number of hours, but when that rush of business is over, what they call "cutting the list" takes place, and that man may find himself without a penny's earnings for six months.

The same would apply to a fireman on the foot of the list. He might go without anything to eat, or without anything to earn it.

The result is that when men do have the opportunity to work, they want to do it all. They want to do two men's work and get two men's wages, and they do. Their purpose is to work every minute and make every mile they can, because they do not know what is going to happen next month.

Mr. Nagel: Is that an inevitable incident to the employment?

Mr. Carter: I think so.

Mr. Nagel: But you think it grows out of the character of the business, and not out of the management?

Mr. Carter: It grows out of the character of the business.

Mr. Phillips: The fluctuations from season to season, and the rush periods that occur from time to time on different railroads?

Mr. Carter: There is no class of labor of which I have any knowledge, whose opportunities to earn money are so precarious as those of the locomotive fireman, for many years of his experience.

Mr. Phillips: You read the statement here that a comparatively few locomotive engineers and firemen earn high wages under this piecework system. Are we to understand, then, that there are a great number, or quite a considerable proportion who have an up and down existence, that they earn a big month and then make no month at all?

Mr. Carter: I think if you will take the average man, from the time he enters the service as a fireman until he has his last experience at being put back on the engineers' extra list, it will show a very checkered career.

You will find that for the first three or four years of his

service as fireman, on several occasions he did not earn anything for weeks, or maybe for months. Then he worked himself up to a high-priced job of firing, and he did not hold that very long, for business changed and he was promoted to be an extra engineer, and then he starved, or business fell off, and the engineer came back and took his job as fireman, and he hunted a job.

Mr. Phillips: Are we to understand, that these comparatively few men to whom you refer here, earn good wages by working long hours, or making quite extensive mileage?

Mr. Carter: On high speed trains the earnings increase as the speed increases. Therefore, on an excessively high speed train, if they have the physical ability, they may make two or three or four hundred miles in a day. They would not do it if they knew that their earnings were fixed, but the average man does not know how long he will hold that run, particularly a fireman or a demoted engineer. A man on a certain passenger run today may be the oldest man on the firemen's seniority list. Tomorrow he may be promoted to the position of engineer. Two months later he may be away back down on the list as a fireman, and have 50 per cent of the men older than he on the firemen's list.

It is not an uncommon thing to find every engine on a road fired by an engineer, and every fireman out of work.

Mr. Phillips: Why is it necessary to adopt these rules of seniority?

Mr. Carter: It is absolutely necessary, bad as it is, and hard as the struggle is to earn positions where high wages are paid. It is better for them to make this struggle than not to have their seniority rules.

Mr. Phillips: Why do you make this statement?

Mr. Carter: Before the days of seniority, the man did not know whether he had a job or not. The best jobs were always given to the friends of those who furnished the jobs. I remember a time, when, if a mechanical official resigned, or lost his position on one railroad and went to another railroad, he generally took his friends with him, the engineers particularly, and when he went with that other road, his friends that came with him got the passenger jobs, the best paying jobs. On the same road, a fireman who did not attract the favorable attention of those who had authority, very seldom got promoted

and very seldom got a choice run, and I have heard it said that there were worse conditions than that.

Mr. Phillips: Then, do you understand that these seniority and piecework conditions which you have described, are preferable to a condition without seniority?

Mr. Carter: Without seniority I am sure that favorites would have all the high priced jobs, where they make two days in one.

Mr. Phillips: Why do you say that?

Mr. Carter: That was the history of railroading before seniority was adopted. That was what made the adoption of seniority absolutely essential. Understand, seniority has its bad features for the men. They all recognize the very bad features that I have described, about having a job today and no job tomorrow; but, the fact remains that with seniority, every man who is meritorious, every man who fulfills the requirements of the service, is assured that in his turn he will have a chance at these high-paid runs. You understand, however, that in the weeding-out process or collapsing process, as applied to firemen, only a very few ever reach high paid runs.

Mr. Phillips: The high paid run is a delusion then, is it?

Mr. Carter: Oh, no, it is a very real fact.

Mr. Phillips: Mr. Carter, not speaking of those days in the past to which you have referred, do you think that at this day there is any railroad where favoritism would be shown, or improper advantage taken of any man if the seniority rule did not prevail?

Mr. Carter: With the knowledge that every man I ever saw is absolutely honest, there is hardly an industry today in which the petty officials do not make more money by selling jobs than they make from their salary.

Mr. Phillips: Why do you make that statement?

Mr. Carter: I think it was demonstrated in the courts here in Chicago quite recently. I think the Italian section foremen here are purchasing—I do not believe they call them estates—but something in Italy that indicates excessive property holdings, by the money they make off the poor section hands who have to pay to get a job and then pay to keep it, and unless they pay more to keep it than another fellow will pay next month to get it, why, the force is changed.

Mr. Byram: What makes you think that?

Mr. Carter: Through proceedings in court; I have read a report of the court proceedings.

Mr. Byram: That is not what I mean. Do you think that applies generally to railroads?

Mr. Carter: I can only quote Richard J. Knight, who is chief inspector of employment agencies, and who has been working on this subject in Illinois for some time.

(Reading): "Richard J. Knight, Chief Inspector of Employment agencies, who had been working on the DeJoy case since July, said he believes that 90 per cent of the section bosses employed by railroads in the vicinity of Chicago, enjoyed privileges similar to those through which DeJoy, as he admitted in court, enabled him to buy a villa in Italy. Grand Jury action to stop this form of grafting will probably be taken, Mr. Knight said.

"It was estimated by Inspector Knight that section bosses rake in \$100,000 a year by grafting off day laborers. The bosses in many of the factories employing foreign help are also believed by the inspector to profit by the same system of charging each employe a fee before permitting him to work. In many instances the factory bosses are said to accept presents of valuable furniture and silverware instead of cash.

"DeJoy's method was set forth as this: he makes a trip from Shermerville, where he bosses a gang, once a month, and takes away with him about 75 jobless men. These men pay him from \$5 to \$10 for their jobs. They work for a month and then are discharged to make room for new recruits with 'entrance fees.' In addition the workers are said to be forced to buy their supplies from a supply car, which charges war prices.

"DeJoy took the stand after these facts had been related, and did not deny the charges."

He was fined \$200. I could read you a great deal on that.

I believe if those section men were working under the seniority rule, that abuse would not arise, and I want to say that the railroads are not responsible. The railroads themselves are greater losers, perhaps, than the men, by the dishonesty of these bosses. I am not blaming the railroads. I am saying that, without regard to the disposition for fairness of the management without seniority; that is the history of the world.

Mr. Park: Do you believe that all section foremen are grafters?

Mr. Carter: I believe there are just as many honest men among section foremen as there are among other people perhaps.

Mr. Park: Do you believe any section foreman in Chicago is getting \$100,000 a year?

Mr. Carter: I think Mr. Knight said the section foremen collectively. He did not mean one. But, understand, I am only quoting the Inspector of Factories, and not quoting my own opinion, because it was a great surprise to me to learn that that condition existed. The Court believed it did exist, and fined DeJoy \$200.

Mr. Byram: What did they fine him for?

Mr. Carter: I understand, for that.

Mr. Byram: For what?

Mr. Carter: For hiring boys and paying them men's wages. That is what I understand. I was not in court. I read about it. If I am wrong, I will go and get the court record. I understand he hired boys and paid them men's wages, and then made the boys divide their wages with him.

Mr. Byram: Was he an employe of a railroad company?

Mr. Carter: I understand so. I only cited that as an illustration of why they should have seniority today; and pardon me for saying it, I think the quicker the railroads have seniority in all branches of the service, the quicker they will prevent just such abuses.

Mr. Nagel: Is that question of the institution of the seniority rule raised by your demand here?

Mr. Carter: Seniority is the reason why some of these men get these high-paid jobs. The question was asked "Then why do we have seniority?" I am explaining it.

Mr. Park: Mr. Carter, before the adoption of seniority, do you think that the mechanical officials sold the positions of locomotive engineers and firemen?

Mr. Carter: I think not. I think most of the complaint was as I described a while ago. We will say that there was a mechanical official on the Illinois Central Railroad. He had many friends there, engineers maybe not very high in the service. They were his good friends. He went to work, we will say,

on the Colorado Southern. Of course that road was not in existence at that time, but I will use that for an example. He felt that he wanted his friends with him. When he got there, he wrote back to the engineers that he liked on the Illinois Central and he said: "If you will come out here, I will give you a passenger run," and maybe a man who had been on that passenger run under a former master mechanic for years had to give up the run to the new man he brought with him. That, I think, was the abuse that brought on the adoption of the seniority rule.

Mr. Park: Was it not the fact that when the new roads were building in the west, like the Union Pacific and the Santa Fe, that they were stocked with new men who were brought from the east?

Mr. Carter: I think all new roads are stocked with men brought from other roads.

Mr. Park: Isn't it a fact that seniority has been in effect for twenty-five or thirty years?

Mr. Carter: Yes. The second road I went to work on, in 1883, had seniority.

Mr. Park: Yes, I hardly remember when it has not been in vogue. I do remember of engineers going from the east into the west with superintendents of machinery and taking positions as engineers, because there were no engineers there.

Mr. Carter: I am quite sure that seniority is absolutely necessary, although it apparently results in a few of the favored men earning the big wages.

Mr. Park: I think we all agree with you on that.

Mr. Byram: Coming back to that question of this man trafficking in these men—

Mr. Carter: De Joy—

Mr. Byram: Are you sure he was an employe of a railroad or was he an employment agency to secure laborers?

Mr. Carter (Reading): "Frank DeJoy, Section Foreman of the Chicago, Milwaukee & St. Paul Railroad, who spends the winter months on his estate in Italy, was fined \$200 and costs when arraigned in Municipal Judge Joseph E. Ryan's court yesterday on the charge of operating an employment agency without a license."

Mr. Byram: That is what I wanted to know.

Mr. Phillips: You believe conditions under seniority are preferable to conditions without seniority?

Mr. Carter: Most assuredly so.

Mr. Phillips: Even under seniority there are many hardships and conditions which are hard to reconcile, are there not?

Mr. Carter: The very conditions which make it possible, under seniority, for the oldest engineer on the road to earn what may appear to be abnormally high wages, because that man has struggled for twenty or thirty years under adverse conditions, in order to get that high paying run.

Mr. Phillips: So, if you take his average earnings for a period of years, within, say, the last two or three or five years, they might appear to be quite high; but the average earnings for the whole period of years would not be so high?

Mr. Carter: Not nearly so high. It is only so long as his seniority entitles him to these high paid runs that his wages are so high. You understand that is not so variable with the engineers as with the firemen. Far more variable with the firemen.

Mr. Phillips: Mr. Carter, taking up, on page 3, the average rates of wages, which is a subject you have dealt with extensively, we reach a table, down near the bottom of the page, exemplifying some average earnings of engineers and firemen.

Mr. Carter: Average rates of wages.

Mr. Phillips: Yes, average hourly rates of wages.

Mr. Carter: Pardon me. I don't know—I don't presume the board will require to have these seven pages of introductory matter read, but it should be understood by the board, to have a thorough understanding of the tables that follow. Much is said in these eight introductory pages and, if it is desirable, I will repeat them into the record.

The Chairman: The presumption is that the board will read them.

Mr. Carter: It is not necessary for me to read them?

The Chairman: Not at all.

Mr. Phillips: It will not be my purpose to burden the record with that nor to inflict it upon the board. My reason for referring to the printed matter on these pages was in connection with the paragraph following the table on page 4. Still dealing with average increases in rates of wages, you say:

“For reasons already stated the apparent Increase in Rates

of Wages shown above is erroneous, for the locomotives placed in service subsequent to 1907 were practically all of the largest types. It is by this process, however, that the public, and even some members of the Interstate Commerce Commission have been grossly misled.”

Why do you make that statement, Mr. Carter?

Mr. Carter: I know it to be a fact that members of the Interstate Commerce Commission have been grossly misled, and I will explain why and how. The Interstate Commerce Commission requires railroads to make reports on certain forms. They are required to report the number of employes in service as of a certain date. The provisions, however, are such that they are not clearly understood by railroads, for some railroads only report the entire number making a full day's pay on the last day of June—at least, I have been so informed at a hearing of the Interstate Commerce Commission. Others adopt different methods, and some of them are very inaccurate methods. In any event, they do not pretend to report all the names of the employes on their payrolls, and they say, with good reason, that the Interstate Commerce Commission does not require them to do so.

On another form, they are required by the Interstate Commerce Commission to report the total compensation paid to employes of different classes. For instance, we will say on a certain road there are 1,000 firemen; but in the report they include only 800 of them, and they honestly believe they are complying with the requirements of the Interstate Commerce Commission.

On another page in the report they give the total compensation paid to the 1,000 firemen, and then the statistical gentlemen connected with the Interstate Commerce Commission divide the 800 firemen into the total compensation paid to the 1,000 firemen, and say that the result is the average compensation of the firemen in the service. That is, all the money paid to the 1,000 firemen is divided by the number of men, using the 800 reported to the Interstate Commerce Commission. Now, that is not an error of the railroads, it is an error of the statistical department of the Interstate Commerce Commission. Someone evidently was responsible for the error, who should have known better; but, within recent years, complaints have

been made to the extent that a special hearing was granted by the Interstate Commerce Commission some year or maybe more than a year ago, and Mr. Stone and myself and others protested against any records of the Interstate Commerce Commission being used in arbitration proceedings, when, on their face, they were absolutely false. The result is that the Interstate Commerce Commission has acknowledged it, has changed the method of reporting.

In the Engineers' Arbitration—you will understand the arbitration was not under the law—the five neutral members of the Board, and I say this without disrespect to them, seemed not to be satisfied with the evidence presented either by the railroads or by the engineers, and they employed a statistical expert and asked him to supply them evidence on which to render an award. This statistical expert naturally went to the records of the Interstate Commerce Commission, and he fell into the same error and showed an average wage. Before the award was reached, the arbitrator for the engineers protested, sent a letter to the Chairman of the Interstate Commerce Commission, Mr. E. E. Clark. Mr. E. E. Clark wired him in reply intimating that no dependence could be put upon the average wages as shown by the records of the Interstate Commerce Commission.

After the protest of the arbitrator of the engineers, and after they had reached an award, I am told they inserted some paragraphs saying that they recognized that that was not exactly right, but they kept it in their award just the same.

Now, that was a little bit too much. I came on two or three months afterwards, and every bit of evidence that was presented of that character by the railroads in the Eastern Arbitration I protested against, I even protested against the exhibits presented by our own statistical man, where he had fallen into the same error. As counsel for the Firemen and Hostlers, I was placed in the peculiar position of saying that our own exhibits were inaccurate because the statistical man took the average wages as reported by the Interstate Commerce Commission as being accurate.

Mr. Nagel: May I ask a question? Has such report been offered in evidence before this Board?

Mr. Stone: Not yet.

Mr. Phillips: Not as yet.

Mr. Nagel: Is he not attacking it in anticipation?

Mr. Carter: No, sir. It is in reply to what he said.

Mr. Phillips: The statement has been made that the Interstate Commerce Commission and others have been grossly misled. I asked Mr. Carter to explain that.

Mr. Nagel: That may be a very interesting fact, but is it germane to the inquiry before this Board?

Mr. Carter: I am going to anticipate that they are going to offer the same line of argument here that they offered before.

Mr. Nagel: I do not want to interrupt you, but I simply suggest it might be well enough to see whether they do so or not.

Mr. Stone: I understand Mr. Sheean, for the railroads, has said that it is their purpose to file all of the Eastern awards, together with all of the findings. Is that correct, Mr. Sheean?

Mr. Sheean: Yes.

Mr. Stone: I will say further, if it is not their intention to do so, I shall be very glad to furnish the Board with a copy of the awards and findings, for its information. It was not our purpose to file them as exhibits, however, because they are so absolutely bad we do not care to give them that much recognition. We will be very glad to file it if Mr. Sheean does not.

Mr. Nagel: You misunderstood me, Mr. Stone, I simply raise the question, whether we are here attacking everything that is bad or shall we wait until it becomes germane to this inquiry?

Mr. Stone: For the benefit of the Board, I hope you are not going to attack everything that is bad, because if you do, it is going to be a prolonged session.

Mr. Nagel: That is what I was thinking of. Even so, what is to be the order of inquiry here, are we to anticipate what has been promised by way of evidence, or do you propose to wait until it is offered in evidence and then meet it by rebuttal?

Mr. Phillips: If the Board pleases, the purpose of my question was merely to permit Mr. Carter to explain why he had made this statement. Now, the statement as made here, was that the public, and also the Interstate Commerce Commission, have been misled. I would like to have Mr. Carter explain, if he can, and it is proper, how this misrepresentation has come about, or this wrong impression that has seemed to have been

reached by the Interstate Commerce Commission or some of its members.

Mr. Nagel: I do not want to be the cause of delay here, I merely want to add that the mere fact that the witness has made a statement does not entitle him to continue to talk about it, unless it belongs in this part of the case.

Mr. Phillips: I can readily understand the point made by the gentleman, and it will not be our purpose to attack "bogies," or anything like that. I think Mr. Carter felt it was necessary to go into some detail and explain the statement that he had made here; and, as Mr. Stone has said, we can file the awards, which will speak for themselves—or copies of them, for reference or for the information of the Board, if they will be in any way useful. I am sure there will be no objection from our friends, because Mr. Sheehan has already signified his willingness to do so.

Mr. Sheehan: I do not think they should be made an exhibit, and I did not so intend. My suggestion was that all of these awards, some of which have been touched upon or discussed somewhat, and similar matters, ought to be filed, so as to be accessible to the Board.

Mr. Stone: I think that was the prime reason that brought out the question, because we knew that Mr. Sheehan had made that statement, and knew these awards would be before the Board. Of course, while I do not suppose the Board is going to be interested in what caused the strike of the French mail carriers, or matters of that kind, yet it is in the award and in the opinion handed down by the Board.

Mr. Phillips: Now, Mr. Carter, you may proceed to explain, if it is agreeable to the Board.

(The last portion of Mr. Carter's answer was repeated to him by the reporter.)

Mr. Carter: I haven't anything further to say on that, except to say that there is another way that anyone may easily be misled, even members of Boards of Arbitration.

We will take the matter of average wages and increases in average wages. Let us say, in 1907, on a certain road, unnamed, they had 100 small engines, on which there was a low rate of wages paid. In 1910 they had those small engines and another 100 engines, midway between the largest and smallest, on which

a higher rate was paid. In 1914, they had the largest engine in service, on which the highest rate was paid. Now, the Interstate Commerce Commission and the Bureau of Railway Economics, maintained in Washington by the railroads, have seemingly overlooked that if they take the average rate in each of those years paid on that railroad, it shows a wonderful increase, when, in fact, there may not have been a penny of increase. They are comparing the rates on the small engines in 1907, with the rates of the medium sized engines, in 1910, and, in 1914, with the rates on the largest engines, and they say the average rate, in 1907, we will say was 27 cents an hour. Now, by the introduction of larger power in 1910 it might be 30 cents an hour; and by the introduction of still larger power in 1914, it may be an average of 35 cents an hour, and they say that is the increase in rates, when the fact is possible that there would not be a penny of increase in rates on the same engines. Now, the whole world has been deceived in that way.

The railroads maintain at Washington what is known as the Bureau of Railway Economics. They have had very learned men in charge, Mr. McPherson—of what university is that—was nominally in charge, and Mr. Dixon, a statistician of repute, was next in charge, I think. Now, they did not discover that condition, nor did they discover if you divide 800 firemen into what 1,000 firemen earn, you do not show the true average.

Now, the Bureau of Railway Economics has gotten out bulletins, from time to time, for the purpose of showing that railroad men were receiving excessively high wages, and they have overlooked, statisticians as they were, the inaccuracy of their deductions.

As the best evidence that the members of the Interstate Commerce Commission have been misled and as the best evidence that the railroads have availed themselves of that, I have here the brief of the railroads in the Firemen's Arbitration, and they begin the brief with this quotation:

“Railroad labor, certainly organized railroad labor, is probably as well paid, and some say better paid than labor of other kinds, upon the average. Advance in Rates Cases, 20 I. C. C. R., 243.)”

Now, members of the Interstate Commerce Commission

have as much as intimated, in open hearing, that they misunderstood the facts when they made that statement; and the railroads must not have understood that they were misleading the public, because I believe that if they had thought that to divide the earnings of 1,000 firemen by 800 men was misleading, they would not have used it in their brief to defeat the firemen in their efforts for an increase in wages. I am not attributing any dishonesty of purpose to them, I think it was an oversight. When they say that when a railroad pays \$4 a day on a Mikado and only paid \$3 on a small engine, that is a 25 per cent increase in wages, when they say "We are paying \$4 and before we only paid \$3," I am sure they would not deliberately deceive the public in their bulletins issued by the Bureau of Railway Economics.

Mr. Phillips: If I understand you correctly, there are two ways in which a layman, even a learned man, may fall into error; first, by taking the total amount of wages earned and dividing that total by a number of employes less than actually worked in earning that aggregate amount, that would bring a higher average per man than would actually be the case?

Mr. Carter: Yes.

Mr. Phillips: Then, by another method, a small engine, as you say, carrying a three dollar rate at one time, may be entirely supplanted by a large engine carrying a four dollar rate five years later or three years later, and there appears to be a 33 1/3 per cent increase in pay, when, as a matter of fact, there has been no change in rates at all?

Mr. Carter: That is what I was trying to bring out.

Mr. Phillips: In citing such examples you only do so for the purposes of exemplification, do you not?

Mr. Carter: I do it to show that we here should be guarded against the errors that everybody else has committed. I do not want the members of this Board to fall into the same error that the members of the Interstate Commerce Commission did, or the statisticians of the railroads in their Bureau of Railway Economics, and the fact that they all fell into this error shows how easy it is to fall into an error honestly, and I do not want anybody to fall into an error of that kind here.

Mr. Phillips: Do you believe that the fact that the forms

on which these reports have been made have been changed, is evidence that they were recognized as being inaccurate?

Mr. Carter: They were changed because of great complaint. I made a protest to the Chairman of the Interstate Commerce Commission that it was unfair to railroad employes for the Interstate Commerce Commission to permit such statistics, taken from that office, to be used in arbitration proceedings. They seemed to take considerable interest in it, and Mr. Stone and I and others were notified that there would be a special hearing on the subject, and there was a hearing, and I brought out the manner in which any person, no matter how honest, and, I might say, how expert as a statistician, might fall into an error; and I do not know whether it was what I said or not, but they have changed the method, and hereafter they are not going to permit such errors.

Mr. Phillips: Now, Mr. Carter, before closing with this exhibit, I understand that some of the tables contained herein are derivative tables, from other tables, is that correct?

Mr. Carter: What you might call the basic tables of this report are tables 7, 8 and 9. While table 7 is a basic table of this report, it is a derivative table from the schedules in effect for the years named. Table 8, while used as a basic table in this report, is a derivative table from Bulletins 131 and 143, issued by the Bureau of Labor Statistics. Table 9 is based upon a statement prepared by the Bureau of Labor Statistics two years ago, I think, but I had nothing nearer. Now, other tables in this report are based upon tables 7, 8 and 9.

Mr. Phillips: Mr. Carter, have you the bulletins, the government editions, to which you have referred as Bulletins numbers 131 and 143?

Mr. Carter: Yes.

Mr. Phillips: I have here Bulletin of the United States Bureau of Labor Statistics, Number 131. Do you identify this as the bulletin from which you have quoted?

Mr. Carter: Yes.

Mr. Phillips: We desire to introduce this as Exhibit Number 6.

(Bulletin, so offered and identified, was received in evidence and thereupon marked "Employes' Exhibit No. 6, December 7, 1914.")

Mr. Phillips: We have here Bulletin Number 143, from the Bureau of Labor Statistics. Is this the volume from which your figures were taken?

Mr. Carter: Yes.

Mr. Phillips: We desire to introduce this Bulletin number 143, as Exhibit number 7.

(The Bulletin, so offered and identified, was received in evidence and thereupon marked "Employes' Exhibit No. 7, December 7, 1914.")

Mr. Burgess: I would like to ask Mr. Carter a question before you go to your other exhibit.

Mr. Phillips: It will not be our purpose to ask a single question on these exhibits. We file them as supporting data, that is all.

Mr. Burgess: I do not want to interrupt you if you are not through.

Mr. Phillips: You are not interrupting me at all.

Mr. Burgess: Mr. Carter, please turn to table 4, page 12. In order that there will be no mistake, I would like to ask you where you obtained the figures which set forth that a hod carrier, working in the city of Chicago, would receive \$15.36 for sixteen hours work on a Sunday or a holiday, while an engineer on the Chicago, Burlington & Quincy Railroad, running the largest type of engines, would receive \$5.12 less money with the same basis of hours?

Mr. Carter: The hod carrier's rate was taken from Bulletin number 143, for the year 1913, and the rate of overtime was taken from table 8, for the city of Chicago, on page 93 of Exhibit 5, as reported by the Bureau of Labor Statistics, at Washington.

Mr. Burgess: Well, that applies, then, to all the rates that we find in this table, namely, that the same hod carrier would receive \$8.96 more than a locomotive fireman, on the largest engine, for sixteen hours, provided the service was rendered on a Sunday or a holiday?

Mr. Carter: Yes; but do not misunderstand me, these hod carriers do not do that work. If they were required to do that work they would be so paid, but no employer would pay them, he would hire more hod carriers, you know.

Mr. Burgess: But, if he was required to do that work, he would receive that much more money?

Mr. Carter: Yes.

Mr. Park: Are the hod carriers required to work between certain specified hours?

Mr. Carter: I believe they have certain hours to report and certain hours to quit.

Mr. Park: Then, if it was necessary to push a building along, it would be necessary to pay the double time, wouldn't it, so that they would get the big pay for the day's work?

Mr. Carter: I think they would hire more hod carriers.

Mr. Park: Can they hire more hod carriers if the character of the work is such that it has got to go along during the night, say?

Mr. Carter: They pay the excessive rate if they do the work at night, and that applies to nearly all trades, except the printing trade, where they have two shifts, and the bakers' trade, where they have two shifts, and then they pay a higher rate.

Mr. Park: So they could not escape the paying of double time by employing more hod carriers; that would not be permitted, would it, one going off and the other coming on at a certain time?

Mr. Carter: I don't know what they would do if they had a night force of hod carriers.

Mr. Park: As I understand it, they work say between 7 A. M. and 4 P. M., for certain defined hours. If that is true—I think it is true of the bricklayers—if they work outside of those hours, they get the double time?

Mr. Carter: I think so. I don't know but what there may be, however, an arrangement where a building where they worked continuously could not run two shifts. I don't see anything in any schedule or reports or bulletins to that effect but I am not saying it could not be done.

Mr. Park: If you worked three shifts of eight hours each, you would not have any overtime?

Mr. Carter: If it is permissible. I don't know whether it is or not. But where they have an agreement to work night work they always have a much higher rate for night work than for the day work. That applies in the bakery trade and in the printing trade where they do work day and night.

Mr. Burgess: The intent of the question was without taking into consideration what restrictions might be placed around

the hod carrier. I presume it is the intention not to work an engineer sixteen hours or a fireman either one, but if they do work sixteen hours the hod carrier would draw, if these tables are correct, and I have the correct understanding of them, \$15.36 against the engineer's \$10.24, or \$5.12 more money, and he would draw \$8.96 more money than the fireman, and \$11.36 more money than the hostler for the same number of hours.

Mr. Park: I understand that it is generally conceded that it takes about 80 per cent of the cost of a building to pay the labor in Chicago.

Mr. Burgess: That might be. Are you through, Mr. Park?

Mr. Park: That is all, yes.

Mr. Burgess: Mr. Carter, there has been considerable interrogation by counsel from both sides in regard to the reason that prompted the selection of certain weights on drivers as the proper method to measure the compensation for engineers and firemen. Is it not a fact that for many years the size of the cylinder was the controlling factor for determining the compensation for Engineers and Firemen?

Mr. Carter: On some roads.

Mr. Burgess: Can you state whether or not the principle that governed the selection of the figures in your proposal known as weights on drivers, was that they were selected because they conformed approximately to the weight that they found with engines that had a certain size cylinder, before that expression was used?

Mr. Carter: Not necessarily so, in every instance.

Mr. Burgess: No, but in a general way?

Mr. Carter: In a general way you will find that on roads where the rates of wages of Engineers and Firemen are based on cylinder dimensions, that the rate increases with the size of the locomotive. That is, the low rate under cylinder dimension, would be a low rate under weight on drivers, and vice versa.

Mr. Burgess: Yes, but as I remember the testimony, as yet there has been no clear statement as to why given weights as appear in your proposal, were selected. In order to clear that situation, in my own mind at least, I assumed that an engine that was formerly spoken of as an 18-inch cylinder, was now spoken of as a certain weight on drivers.

Mr. Carter: Well, approximately, that is correct.

Mr. Burgess: And that weight was determined by the weight they found on the drivers when they spoke of her as a certain sized cylinder engine?

Mr. Carter: Approximately that is correct, but in some instances it is not correct. A locomotive may have a 22-inch cylinder, carrying 225 pounds of steam. On account of that high steam pressure it calls for heavier weight on drivers. Another engine having the same size cylinder may only have 160 pounds of steam, and while the cylinders on both engines are the same, you will find that the size and weight of the locomotives are vastly different.

Mr. Burgess: I was speaking, of course, Mr. Carter, in a general way.

Mr. Carter: In a general way you will find that the increase is intended to cover the same idea.

Mr. Stone: Mr. Carter, I should like to ask you in these hourly rates you show here for engineers—

Mr. Carter: What page, please?

Mr. Stone: Pages 18 to 58; you arrive at that by dividing the daily rate by 10, which gives the hourly rate.

Mr. Carter: Yes.

Mr. Stone: Is it not a fact that any one of these men could be worked ten hours at that rate without receiving any more additional pay than the daily rate shown?

Mr. Carter: Yes, that is the intent of the rate. You will understand, however, that if wages are fixed on the mileage basis of so much for one hundred miles, when that hundred miles has been performed, that money has been earned, and employes are not required to fill out the ten hours.

Mr. Stone: That is true; while he might possibly earn that amount of money in less than that number of hours, yet the fact remains that that number of hours would have to be exceeded before any additional pay would be received?

Mr. Carter: On a division of 100 miles, unless it requires over ten hours to make the trip, why there would be no additional pay received.

Mr. Stone: In showing this increase for this night service to all these other crafts, is it not a fact that the railroads recognize this same principle for men in the shop trades, such as machinists, boiler makers and so forth?

Mr. Carter: I cannot answer that question. I have not made an investigation. I will say, that I had started the preparation of an exhibit of several hundred pages, showing the wage schedules of all these other trades, but the arbitration came too quick. I did not get to finish it.

Mr. Stone: Is it not a fact that yard crews such as switchmen and yard conductors and yard foremen, such as they are called, are paid a higher rate for the night workers slip tricks.

Mr. Carter: I understand that switchmen working in yards receive a higher rate for night work than for day work. I cannot certify to the accuracy of that. I have seen it in schedules, but I don't remember what schedules.

Mr. Stone: In speaking of these men who work alongside the track in the building trades, is there any comparison of the responsibility between the two men, the men in the cab of the locomotive and the men in the building trades?

Mr. Carter: Not from my viewpoint; but I do not know what their viewpoint is.

Mr. Stone: I think you said you were not aware of the Interstate Commerce Commission ruling that the time begins when responsibility begins, and ends when responsibility ceases?

Mr. Carter: I have overlooked that ruling.

Mr. Stone: Is it not a fact that there is such a ruling?

Mr. Carter: I say if there is I have overlooked it. I have all the rulings of the Interstate Commerce Commission on the Hours of Service Law. Not here, however.

Mr. Stone: That is all, I think.

Mr. Phillips: That is all.

The Chairman: You may go ahead; we have fifteen minutes more.

CROSS EXAMINATION.

Mr. Sheean: Mr. Carter, turning to the first page of your exhibit and the part referred to, in which the statement is made that:

“Rates of wages of Locomotive Engineers and Firemen in road service, being usually fixed upon a ‘piece-work’ basis, at a certain rate ‘per hundred miles,’ it follows that the higher the average speed of a train between terminals the greater the earnings in a given time,” are you able to state what proportion of

the earnings of Engineers and Firemen is now made on this piece-work basis?

Mr. Carter: I think practically all passenger service, and perhaps all fast freight; but I think that the vast majority of the heavy freight service is on an hourly basis, and I am quite sure that all the time of switch engineers and switch firemen is on the hourly basis, and I am quite sure that all the time of the locomotive hostlers is on the hourly basis.

Mr. Sheean: So that if the comparative tables with other trades were compiled in the manner in which you have compiled this through freight, it would not be a fairly comparable basis to compare with any of the passenger service?

Mr. Carter: This statement specifically states it is only comparing through freight rates per hour, and not passenger rates.

Mr. Sheean: I understood you to say that a large part of the fast freights were not now paid for on an hourly basis.

Mr. Carter: I am quite sure that it is paid on the mileage basis.

Mr. Sheean: So that in the comparisons which you have made, no distinction has been drawn between any of the fast freight and the other rates of freight.

Mr. Carter: Yes, a distinction has been drawn. I want it specifically understood that it is only when locomotive Engineers and Firemen are working on the hourly basis that this statement is comparable.

Mr. Sheean: Only when they are working on the hourly basis?

Mr. Carter: Yes, sir.

Mr. Sheean: Then if in fact the statistics and figures should show that in the through freight service less than 30 per cent was paid on the hourly basis, this would compare with only 30 per cent of that through freight service?

Mr. Carter: If that is a fact, that would be the conclusion.

Mr. Sheean: And it would not compare with any of the passenger service?

Mr. Carter: No, sir.

Mr. Sheean: It does not compare with any of the way freight service, because the rates here extended are not way freight.

Mr. Carter: I think way freight men are generally on the hourly basis, and therefore it would compare.

Mr. Sheean: Except that you have not shown the way freight rates here.

Mr. Carter: I have not shown the way freight rates, but if the way freight rates were the same as through freight rates, I feel sure that the way freight men would be on an hourly basis. That is what I mean.

Mr. Sheean: Yes, but you know, as a matter of fact, that the way freight rates are not the through freight rates.

Mr. Carter: They are generally higher.

Mr. Sheean: Generally higher?

Mr. Carter: Yes.

Mr. Sheean: It is recognized, is it not, in the tables with which you make the comparison, that wherever piece-work enters into and forms part of the wage of any employes, such piece-work rate cannot be fairly compared with the rate shown in this Bureau of Labor Statistics Bulletin.

Mr. Carter: I do not think you will find piece-work used in the trades there, except where the employes have been coerced into accepting piece-work.

Mr. Sheean: Right at the very beginning of the Bulletin on which your comparisons are based, Bulletin No. 131, is it not stated in the second paragraph of that bulletin:

“The wage scales published in this report are all for time rates. In some localities certain trades have piece rate scales which it was not deemed practicable to publish. In other localities there were nominal time rates which have not been published, as they were not representative of actual earnings under prevailing rates or bonuses.”

Mr. Carter: I think that is true, and for the same reason I could not consider the rates of wages of engineers or firemen on a piece-work basis, because you cannot tell anything about that.

Mr. Sheean: No. Now, in the actual through freight operation, even running first in and first out, in pool or unassigned service, is it not true that when the men are running first in and first out, those who are on hours one day, will be on miles on their next trip?

Mr. Carter: Very probably so.

Mr. Sheean: So that at the end of their monthly pay roll it is hard to find, even in the through or unassigned or pool service, a man who gets the entire month on hours, is it not?

Mr. Carter: Not in yard service, but in—

Mr. Sheean: I am talking about freight service. There is no dispute about the yards being on an hourly basis.

Mr. Carter: I would say everything would depend on the practice of the railroads. On some divisions and some roads they do not consider it economical to get freight over the road at a much faster speed than ten hours, from the beginning to the end. They generally load their locomotives to that extent that they cannot exceed that speed.

On other roads they have a different policy, and may load their trains lighter, and want to get them over the road.

Mr. Sheean: Well, these comparative tables are all made to compare only with the wages of men who work all of the time on hours.

Mr. Carter: No, sir. I will try to state it distinctly, so that there shall be no misunderstanding.

These rates quoted in this table for engineers and firemen are the rates paid by railroads when Engineers and Firemen are working on the hourly basis, or when the freight trains equal or exceed a rate of speed of ten miles an hour.

Mr. Sheean: That is never accumulated except to the extent of one trip, is it, that the pay for each trip is reckoned either in miles or hours, whichever is greater for the man.

Mr. Carter: Each trip.

Mr. Sheean: So that in making the comparison, here is the rate per hour, where the payment is made by the hour.

Mr. Carter: Yes.

Mr. Sheean: In obtaining the rate per hour as shown in your tables 1, 2 and 3—

Mr. Carter: Average rate per hour.

Mr. Sheean: Just how is that average rate obtained?

Mr. Carter: For what industry—for what trade?

Mr. Sheean: For the engineers and firemen.

Mr. Carter: We took table 7 as it was completed, to the third column. That is, when table 7 had been completed to that degree that we had the rates for each engine for each year, we took the table to the adding machine and registered each

rate shown, whether it was 100 or 100,000 in each year, without regard to the size of the locomotive. We added the rates of big locomotives and little locomotives, all together. When we had added the last rate, we pulled the total. We then took the ribbon and counted the number of rates, and divided them into the total, and the resulting quotient was the average rate.

Mr. Sheean: That is, Mr. Carter, you took the rate quoted on an eight-wheel engine in freight service as having equal value in this average, with a rate quoted on an engine weighing between 140,000 and 170,000 pounds on drivers.

Mr. Carter: I did, greatly to the detriment of the men, and greatly to the benefit of the railroad companies.

Mr. Sheean: That is, that rate quoted on an eight-wheel engine, which would be used in freight service only in case of emergency, would it not—

Mr. Carter: How is that?

Mr. Sheean: This small eight-wheel engine would be used in freight service only with great irregularity.

Mr. Carter: I should hate to answer that question, because I do not positively know, but I should judge that to be true.

Mr. Sheean: And the number of engines taking the weight on drivers between 140,000 and 170,000 pounds, might run into the hundreds of engines?

Mr. Carter: Yes, but in finding an average of rates, it does not matter anything about the number of engines.

Mr. Sheean: Nothing about the numbers of engines?

Mr. Carter: It has nothing to do with the average.

Mr. Sheean: Nor how many operate under any actual rate?

Mr. Carter: No, sir.

Mr. Sheean: Or whether any of them actually paid that rate. You took the number of rates shown in the schedule, and totaled the number; but whether any engine actually operates under any of those rates at any time, you arrive at the average by dividing the total rate by the total number quoted?

Mr. Carter: Yes.

Mr. Sheean: And that is the average rate for each one of these?

Mr. Carter: That is the average rate. May I explain the difference between average rate and average earnings?

Mr. Sheean: I wish you would, because I do not think you have always made that distinction in your testimony, between average rate and average earnings.

Mr. Carter: I will say that the earnings of a hundred firemen on a railroad may increase or decrease at a different ratio than the earnings of any one of them, for each one depends upon the rate on one engine, while the earnings for the one hundred men depend upon the earnings for the hundred engines.

Now, an average rate is an average of rates, not an average of earnings.

Mr. Sheean: And the rates thus averaged are the rates which appear in the schedule.

Mr. Carter: Yes.

Mr. Sheean: Irrespective of the number of engines that may operate under any rate, and irrespective of the fact that no engine may have operated under certain of the rates during the particular time.

Mr. Carter: That is true.

Mr. Sheean: So that the per cent of increase here is a per cent based upon the numbers of rates shown in the different schedules.

Mr. Carter: Yes, but it will be much higher than if we had excluded these little engines that you say are not in freight service. If they had been excluded, it would be much higher than I have shown.

Mr. Sheean: The percentage average shown in any particular line would be dependent upon how many different rates were quoted in that schedule. The greater number of rates there were quoted, the greater deduction it would accomplish in the average.

Mr. Carter: Yes, and I want to confess that if it is true that the smaller engines are no longer in freight service, the average rate is less in the book than it is in fact; because if you exclude those small engines from the computation, you will naturally find a higher average rate.

Mr. Sheean: You will find a higher average rate, and therefore a higher average increase, for you are dividing it by a less number.

Mr. Carter: Not necessarily so. I think the contrary is true. I think it would be less.

Mr. Sheean: Mr. Carter, if you are taking an aggregate

total of percentages and are dividing that simply by an aggregate number in order to find the average per cent, by as much as you reduce the number, by so much you will increase the percent, if the total remains the same, will you not?

Mr. Carter: No, sir. If you add six and six together and divide by two, the average will be six. If you add six and six and six together and divide by three, the average will be six; and if you only use six once, it will be six; so that the number you use does not affect the average.

Mr. Sheean: The number of rates that are quoted in the schedule will affect your percentage?

Mr. Carter: No, if you left out all the high rates on these big Mikados and Mallets, it would make it less, and if you leave out all the eight wheel engines that you talk about being out of the freight service, it would be more; therefore that statement there is largely against the men and very favorable to the company.

Mr. Sheean: Mr. Carter, if you had here one engine, an eight wheel engine, which in 1910 was taking this rate, and one ten wheel engine which was taking this rate, and 500 Consolidation engines which were taking that rate, and then in 1913 the numbers had changed in the actual operation of that road, could you tell anything about what was the average payment to the men on that road?

Mr. Carter: I would not want to, and it has nothing to do with the average rate or the average price. If you will take—

Mr. Sheean: Let me ask you this: Has it anything to do with the average of what the company pays, or the average money the man receives?

Mr. Carter: It shows the exact average rate that the man receives, but not what the men receive.

The Chairman: We will take an adjournment until 10 o'clock tomorrow morning.

(Whereupon, at 5 o'clock P. M., Monday, December 7, 1914, an adjournment was taken until 10 o'clock A. M., Tuesday, December 8, 1914.)



IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, December 8, 1914.

Met pursuant to adjournment at 10 o'clock A. M.

Present: Arbitrators and parties as before.

W. S. CARTER was recalled for further examination, and, having been previously sworn, testified as follows:

The Chairman: Proceed with the witness.

Mr. Sheean: Mr. Carter, will you kindly turn to page 562 of the printed transcript of yesterday's proceedings. About the middle of the page I asked this question:

“Well, these comparative tables are all made to compare only with the wages of men who work all of the time on hours.”

The answer given by you appears as follows:

“No, sir. I will try to state it distinctly, so that there shall be no misunderstanding.

“These rates quoted in this table for engineers and firemen are the rates paid by railroads when Engineers and Firemen are working on the hourly basis, or when the freight trains equal or exceed a rate of speed of ten miles an hour.”

Mr. Carter: That was an error, and I have it corrected in my copy.

Mr. Sheean: That should be—

Mr. Carter: When they do not exceed ten miles an hour. I have that marked to read into the record later on as a correction.

Mr. Sheehan: So that the tables that you prepared, or the tables shown in this exhibit, are applicable by way of comparison only in the case where the men are paid on the hourly basis, or where the speed is not greater than ten miles per hour?

Mr. Carter: Yes.

Mr. Sheehan: And so, in the comparisons that you make, where the pay for twelve hours is set out, if in that twelve hours a man ran 160 miles, it would be 1.6 times the rate set forth instead of 1.2 times the rate that you set out in your table?

Mr. Carter: The rate would be $33\frac{1}{3}$ per cent higher. For twelve hours, 160 miles, he would get paid for 160 miles, or the equivalent of 16 hours. That would be $33\frac{1}{3}$ per cent more.

Mr. Sheehan: You explained yesterday the difference between average rates and average earnings. Is it a fact that in the exhibit you prepared yesterday, in the columns "Rate of wages per hour," those are the average rates as distinguished from the average earnings?

Mr. Carter: On what page is this?

Mr. Sheehan: In any of the exhibits.

Mr. Carter: Table 7?

Mr. Sheehan: Table 7.

Mr. Carter: Will you ask the question again?

Mr. Sheehan: In each of these columns headed "Rate of wages" the extension there made is the rate as distinguished from the earnings.

Mr. Carter: Yes.

Mr. Sheehan: Where you pointed out that there was a distinction between the average rate and the average earnings.

Mr. Carter: The rate and the earnings would be equivalent, or I might say representative of each other, so long as the speed of the freight train does not exceed ten miles per hour.

Mr. Sheehan: Well, the manner in which your tables are made up, where you reduce them to averages, would be by way of exaggerated illustration that if one engine took a \$4 rate and 999 engines took a \$6 rate, you would show the average rate as \$5?

Mr. Carter: Yes, the average of rates.

Mr. Sheean: And throughout all of these averages, they are made up on that basis?

Mr. Carter: Yes, but you will understand, by reading the descriptive matter that begins on page 3, that I do not hesitate to criticise this method of reaching averages.

Mr. Sheean: Now, if you will please turn to Table 7, which I believe you said was the first one of the basic tables in the exhibit, I note that on the Atchison, Topeka & Santa Fe you have set out the rates on the different divisions of that road. Without going into the detail of those different divisions, it is a fact, is it not, Mr. Carter, that the classifications and the rates on these different divisions have been separately negotiated by the employes on those divisions?

Mr. Carter: I am not familiar with what was said at the conferences that led to this arrangement.

Mr. Sheean: But you do know as a matter of fact that one general chairman negotiates for one of these divisions and another general chairman for another?

Mr. Carter: No, sir. They have one local chairman for each division of the engineers or lodge of the firemen, but collectively on the Atchison, Topeka & Santa Fe, Eastern and Western lines, they have one general chairman.

Mr. Sheean: And the Atchison, Topeka & Santa Fe west of Albuquerque, the rates there are negotiated by the same men as those between Albuquerque?

Mr. Carter: We do not consider that as a different division of the Santa Fe proper. We consider that as a different railroad. It has a different schedule, and different officers negotiate the schedules. Mr. Wells has charge of the matters west of Albuquerque and his part of the road is known as the "Coast Lines."

Mr. Sheean: These classifications of engines, designated either by number or otherwise, have all been the result of negotiations between the men and the managing officers upon the different roads?

Mr. Carter: Yes.

Mr. Sheean: In the Chicago, Burlington & Quincy you called attention to the fact that there were, I think you said, only four, five or six different classifications there?

Mr. Carter: Groups.

Mr. Sheean: Groups?

Mr. Carter: Yes, there are six groups, plus a special rate on an O-2 and M-1 engine.

Mr. Sheean: In those groups of engines, either designated by letter or by number, they have taken a certain rate in pursuance of the agreement reached between the men on that road and the managing officers of that road?

Mr. Carter: Yes.

Mr. Sheean: Your classification, as proposed here, would introduce a larger number of classifications of engines than now appears in the Burlington schedules.

Mr. Carter: I don't remember how many classifications we have. Twelve, it has been suggested.

Mr. Sheean: And would, as shown by your other exhibits, create a spread between these engines which the men have now agreed upon with the management, as taking the same rate; some of these classifications shown on this page would be thrown into one rate, and separated from others as to which they now take the same rate?

Mr. Carter: I think there is no question but what they are trying to change existing agreements and settlements on descriptions of engines. I am quite sure the men who negotiated that schedule on the Chicago, Burlington & Quincy Railroad would gladly make the change. I mean to say, it is not with any reluctance that they have made this proposition of weight on drivers as a basis of pay for engineers and firemen.

I want to call attention to the fact that, up until 1910, wage schedules were negotiated between the officers of a company and the committee representing the men, entirely independent of what might occur on another road. But, in 1910, the first settlement of that year was made by arbitration for the firemen. Immediately thereafter, some of our men wanted changes. They wanted to improve on the arbitration. I mean after the expiration of the arbitration award they wanted to change the rates, improve the rates; and I think the usual reply was, "The wages that you are now paid were fixed in a concerted movement, and they will have to stay that way until they are changed by a concerted movement."

Mr. Sheean: Now, Mr. Carter, the basis as to which uniformity was established in 1910, both for the Engineers and

Firemen and the uniform minimum of weights on drivers, is now 215,000 pounds, isn't it? That is the only basis that is uniform among weights, as to weights on drivers?

Mr. Carter: It has to be a Compound engine that has a weight of 225,000 pounds on drivers.

Mr. Sheean: 215,000 pounds.

Mr. Carter: 215,000 pounds on drivers, that only refers to a Compound engine, as I remember it.

Mr. Sheean: There is, both as to engineers and firemen, in the western territory, uniformity beginning at 215,000 pounds weight on drivers.

Mr. Carter: Well, and ending there.

Mr. Sheean: What is it?

Mr. Carter: And ending there; beginning and ending there.

Mr. Sheean: Well, isn't it engines weighing more than 215,000 pounds on drivers?

Mr. Carter: You will find special rates for those.

Mr. Sheean: And that rate, Mr. Carter, and that basis of engines weighing more than 215,000 pounds, is now the only uniform basis for both engineers and firemen in the Western territory?

Mr. Carter: I think you misunderstand the language of the award. Notwithstanding, that the award said that on simple locomotives with cylinders 24 inches or more in diameter, and compound locomotives, weighing 215,000 pounds or more on drivers, the rate shall be \$3.75, I think that that language does not convey the true intent, for immediately thereafter compound engines of the Mallet type have a rate of \$4, so there is a conflict right there. It does not really mean what it says.

Mr. Sheean: All I am getting at, Mr. Carter, is that below this weight of 215,000 pounds on drivers, both for engineers and firemen, in Western territory, there has been left to the management, and to the several roads, the negotiation of the lower class of engines, as to rates and classifications?

Mr. Carter: Until the 1910 Joint Movement, and, since that time, I think you will find no railroad that will consent to negotiate with engineers and firemen independent of a movement like this.

Mr. Sheean: The concerted movement of 1910, both as to

engineers and firemen, left to the several roads the classification and the rates below this weight of 215,000 pounds on drivers?

Mr. Carter: I would not say it that way. No, sir, I don't think they left it to the roads at all, because the increase granted the firemen and engineers was a special movement on different characters of engines. For instance, the firemen received a 15 cents increase in 1910 on all passenger engines, regardless of fuel, and on all freight engines using oil as a fuel, and then the firemen, on coal-burning engines, got 15 cents additional; that is, they got a raise of 30 cents; and there was nothing said at any time in the negotiations, until after the award was rendered, as to why the basis should be changed. After the award was rendered and it appeared to the railroads that this pay of \$3.75 on engines of certain cylinder dimensions was costing them more money than if it was on weights on drivers, they immediately protested against the bases of fixing firemen's wages on these different roads, and I am quite sure that right then and there our committee said, "Well, then, we believe it best that all of these wages should be fixed upon the same basis," and I am quite sure that they were convinced by the argument of the Managers' Committee that what we are doing here today was not only the right thing to do, but the thing that the Managers' Committee wanted us to do.

Mr. Sheean: It has not been done, as a matter of fact.

Mr. Carter: We are hoping that it will be done here.

Mr. Sheean: That is what I was trying to make clear, that at the present time the situation is that below 215,000 pounds on drivers there is no uniform basis among the different railroads for classifying rates of pay or weights on drivers?

Mr. Carter: I don't think there is.

Mr. Sheean: But, at 215,000 pounds or over, there is, both as to engineers and firemen, by reason of the concerted movement, a starting point at 215,000 pounds on drivers.

Mr. Carter: No, sir, it is not a starting point; it is simply a rate for one class of engines, and the Western movement got more money for engines weighing more than that on drivers.

Mr. Sheean: I am not technical and did not intend to imply anything by the use of the words "starting point"; but there is a line at 215,000 pounds on drivers which is found uniformly

in the schedules of the roads which were parties to the Western concerted movement of 1910.

Mr. Carter: I would not want to call it a line. There is a special rate, as I quoted just now, which is uniform; it is not a line; it is not a starting point, nor is it a quitting point; and I may explain that there was an effort made to place the same rate on the compound engine as was placed on the simple engine. As you know and as is well known, a compound engine has two kinds of cylinders; the high pressure cylinder is very small and the low pressure cylinder is very large; therefore, we had to describe that engine in some way differently from the simple engine and yet accomplish the same purpose. It was thought that where simple engines had cylinders 24 inches or over in diameter, they would be about equal to compound engines weighing about 215,000 pounds on drivers. It is not a line, it is not a starting point; it is just one specific rate.

Mr. Sheean: Well, that rate is on engines weighing 215,000 pounds or more on drivers?

Mr. Carter: Compound engines.

Mr. Sheean: Compound engines weighing 215,000 pounds or more on drivers.

Mr. Carter: And yet it does not mean what it says, because, on some roads they have other compound engines weighing more that get more money, that is, on the Mallets. All Mallets are compound. It does not say what it means.

Mr. Sheean: That 215,000 pounds is used, whatever it means, it is used uniformly for both engineers and firemen in the Western territory.

Mr. Carter: I don't think it applies to engineers, but it does apply to firemen.

Mr. Sheean: Well, as a part of the concerted movement of 1910 with the engineers, there is a reference to 215,000 pounds on drivers or above that, as taking a special rate, is there not?

Mr. Carter: What is the question?

(Question repeated by the reporter.)

Mr. Carter: I will read the rates effective December 24, 1910, not by arbitration but through mediation. This is the agreement reached by the Managers' Committee and the Committee of Engineers. This is in freight service:

“For engineers in freight service an increase of 40 cents per 100 miles or less, ten hours or less (except on engines weighing 215,000 pounds or over on drivers and on engines of the Mallet type). (c) For engineers in through freight or passenger service, on engines other than Mallet type, weighing 215,000 pounds and over on drivers, a differential of 25 cents per day higher than the next highest rate in the same class of service on each particular road.”

You will understand by that, that it was not a standardization of rates at all. If a different rate was in effect on each road for that weight of engine, that engine would take 25 cents higher. For the firemen it was different, they taking \$3.75; but the engineers only got 25 cents more than what was paid at that time; it may have been more or less—on some roads it may have been a great deal more than on other roads. Now, it goes on to say:

“For engines in all classes of service and Mallet type engines weighing 275,000 pounds or less on drivers, a differential of 75 cents per day higher than the highest rate paid on other classes of engines weighing less than 215,000 pounds on drivers, and for engineers on Mallet type engines weighing over 275,000 pounds on drivers a differential of \$1 per day over the highest rate paid on other types of engines weighing less than 215,000 pounds on drivers, in the same class of service, for each particular road.”

There again, they did not fix a Mallet rate, they simply fixed a differential, and whatever the Mallet rate was on a particular road, they had \$1 more added to the rate, and the rate on that road may have been ten per cent higher than on any other road. It did not change those rates. To show how the firemen's award did not mean exactly what it said, this Mallet rate quoted here is for compound engines, and Mallet engines are compound engines; therefore, that other rate does not mean what it says at all. A Mallet weighs more than 215,000 pounds on drivers and yet it says “compound engines” and does pay a higher rate than \$3.75.

Mr. Shecan: Since 1910, on all the roads in the West, parties to the concerted movement, with the engineers and

parties to the concerted movement with the firemen, 215,000 pounds on drivers is made use of in fixing some rate for that particular road?

Mr. Carter: Yes, sir.

Mr. Sheean: And 215,000 pounds on drivers is the only uniform weight on drivers applicable to all railroads in the Western territory at the present time?

Mr. Carter: As stated in this cross-examination, that is correct; but I do not want it to appear that that is a starting point, or a quitting point, or a line.

Mr. Nagel: It is a fact, isn't it?

Mr. Carter: It is a fact. It is not a starting point or anything else.

Mr. Nagel: Suppose we call it what we like and accept it as a fact.

Mr. Sheean: Turning to Table 7, Mr. Carter, in your column 1907—

Mr. Carter: What page, please?

Mr. Sheean: Page 18, where it begins in the first column headed 1907, the rates there extended are the rates which were in effect after the concerted movement of 1907?

Mr. Carter: Yes.

Mr. Sheean: In the month of January, 1907, how much lower than the rates shown in this column, 1907, were the rates of engineers and firemen?

Mr. Carter: I have made no investigation, but we can file the agreements of 1907, which will show exactly what it is.

Mr. Sheean: No. Mr. Carter, I do not intend either to ask that there shall be that much work, or that you should—

Mr. Carter: It is not work; it is a pleasure.

Mr. Sheean: Or that you should be held down to exact percentages. All I want is the fact that in January, 1907, the rates then in effect were considerably lower than the rates which you have extended in the column, 1907.

Mr. Carter: I don't know whether it would be "considerably" or not. I think they were not uniform. In some instances it might have been considerable, and in others hardly worth considering.

Mr. Sheean: Without attempting to average percentages, can you tell us approximately what the rates were in January,

1907, as compared with the rates which followed the agreements in the concerted movements of 1907?

Mr. Carter: I have here the memorandum of agreement with the General Managers' Association of lines west of Chicago, effective February 1, 1907, for Engineers. I had better read their proposal or request.

“One hundred miles or less, eight hours or less, will constitute a day in freight service; overtime in freight service to be computed and paid for on a basis of twelve and one-half miles per hour.”

Now, here was the agreement:

“In lieu of the proposal as above stated, there shall be an increase over rates of pay of engineers in effect January 1, 1907, on all classes of engines in freight service, of 40 cents per day of ten hours or less, one hundred miles or less; no change to be made in the method of computing overtime. This advance is not to apply to engineers of freight engines working on a basis of twelve and one-half miles per hour.”

Therefore, so far as eight hour rates are concerned, it was not “considerable,” and it did not apply. Now, I can read from the Firemen's, if you like.

Mr. Sheean: If you will tell us about what—

Mr. Carter: I would rather read it, because I want it accurate.

Mr. Sheean: All right, Mr. Carter.

Mr. Carter: Here is the agreement of 1910 for the Engineers.

Mr. Sheean: No, I wanted the starting point in 1907, the time that the rates were changed in 1907, and about what the change was.

Mr. Carter: Would you like to have me file them? I have them ready to file, if you like.

Mr. Sheean: I think we can shorten the record if you will just give us that one item.

Mr. Carter: This is the memorandum of agreement between the Brotherhood of Locomotive Firemen and Enginemen and a committee of General Managers of Railways representing the fol-

lowing named roads, which are stated. It was signed April 8, 1907. The first article reads:

“There shall be an increase over the rates of pay of firemen in effect January 1, 1907, on all classes of engines in through and irregular freight, local freight and mixed train service, of 25 cents per day of ten hours or less, one hundred miles or less, no change to be made in the method of computing overtime; this advance not to apply to firemen working on a basis of twelve and one-half miles per hour.”

It is practically the same in its application as the Engineers'. It does not equalize wages, nor it does not give the same increase to all men.

Mr. Sheean: Mr. Carter, your Exhibit No. 7, beginning at page 18, is made to include only ten-hour roads, I think you explained yesterday.

Mr. Carter: Yes.

Mr. Sheean: So that in the last two columns, or rather in the next to the last column, “Increase 1914 over 1907,” if you carried back the basis of pay to January 1, 1907, in this comparison, the base which you would have on January 1, 1907, would be 25 cents a day lower for Firemen and 40 cents a day lower for Engineers than the base from which you start here?

Mr. Carter: Than the rates shown under 1907.

Mr. Sheean: So that from January 1, 1907, to January 1, 1914, or January 1, 1915, there would be this greater percentage of increase than is shown in this column, in these two respects which you have just explained.

Mr. Carter: There is no question about that.

Mr. Sheean: Now, if you turn to Table 8, please, Mr. Carter, which is the next of your basic tables.

Mr. Carter: What page, please?

Mr. Sheean: Page 60. Page 59 it begins, Mr. Carter. The rates in the various trades shown here are the union rates at the cities designated, are they?

Mr. Carter: Yes, just like our rates are union rates.

Mr. Sheean: These rates in the other trades are taken from sixteen cities?

Mr. Carter: I think it was sixteen cities.

Mr. Sheean: And those are the larger cities where industry in these lines is most intensive?

Mr. Carter: I presume so. You understand that they are the only cities reported by the Bureau of Labor Statistics in Bulletins 131 and 143.

Mr. Sheean: In the territory covered by the railroads here and as to which this extension is made, there are probably three hundred or more terminals of the various railroads represented, are there not?

Mr. Carter: Yes.

Mr. Sheean: And the rates which you have extended here, are the rates of uniform application over these entire systems?

Mr. Carter: So far as the railroads are concerned.

Mr. Sheean: For comparison with the rates in the building industries in these cities of intensive activity?

Mr. Carter: Well, we will presume it is intensive activity. Some of them are awfully dull now.

Mr. Sheean: Yes. Do you know of any schedule in any of these building industries where there is a provision of eight hours or less entitling these men to a day's pay?

Mr. Carter: I do not; no. I have not informed myself upon that point.

Mr. Sheean: Did you ever hear of any of these other industries having the provision which is in the railroad schedules, of paying for a day where less than a day's time was worked, or is the hourly rate here extended, the rate per hour actually worked?

Mr. Carter: I think it is the rate per hour actually worked, but, as I understand it, they almost invariably make the day.

For instance, in these other industries there is a certain hour to go to work, when the whistle blows. They are supposed to be there to go to work, they are supposed to work until the whistle blows again. Then they take their luncheon, and the whistle blows again, and they go to work and work until the whistle blows again, when they quit. I think you will find in practically all of these industries, that that is the practice. Men are not called in other industries, and then relieved perhaps in two hours, as they would be in railroading. That is, they understand they are to get a day's work when they report.

Mr. Sheean: Mr. Carter, in case of depression, is it at all unusual in these industries to shorten the hours of the

day, from an eight hour day to a seven hour, to a six hour, or even to a five hour day, and thereby share with all of the employes the five hours per day that they work?

Mr. Carter: I think you will find in practically all industries, except that of railroading, that when there is a depression in business, they agree among themselves to share the burdens of the depression.

Mr. Sheean: That is, a shop which employs eight hundred men on an eight hour basis, instead of discharging a number of them, might shorten up the hours of work per day and distribute to all of those employes six hours' pay per day?

Mr. Carter: There is no question of it.

Mr. Sheean: Now, under the seniority system to which you adverted yesterday, that practice does not obtain in railroading, does it?

Mr. Carter: No, sir.

Mr. Sheean: In railroading, the number of men who are retained upon the extra board, is largely in the hands of the employes themselves, is it not?

Mr. Carter: Ordinarily, yes; but we have information to the effect, and I think it will be presented here in evidence, that the railroads are protesting against restoring them to the list, and therefore the men who are working are working more than they want to work.

Mr. Sheean: But, in case the men who are assigned to a particular class of service, find that their earnings are not satisfactory to them, the schedules usually contain the provision, do they not, that the men themselves can cause that board to be reduced?

Mr. Carter: That is true.

Mr. Sheean: So that the older men may cause the younger men to drop out of that service, and thereby keep their own earnings up?

Mr. Carter: Under the seniority system, it guarantees the oldest men to earn just as much as they want to earn.

Mr. Sheean: Now, this seniority system, Mr. Carter, has been the growth and development of many years of negotiations, has it not?

Mr. Carter: Yes; I think we stated yesterday why the seniority system is absolutely necessary.

Mr. Sheean: It is a system that the men themselves have fathered, and that they have insisted upon and still insist upon?

Mr. Carter: There is no question of that.

Mr. Sheean: So that any criticism, if there was any criticism in your remarks yesterday concerning that system, is not directed at the management of the railroad companies for giving assent to this system which now generally obtains?

Mr. Carter: I think the criticism yesterday was not against seniority, but against the causes that resulted in seniority.

Mr. Sheean: Where the men are employed, and a certain number assigned to doing the work on a particular district, and their earnings are not satisfactory, that board must be reduced under most of the schedules, upon the request of the men, must it not?

Mr. Carter: Generally speaking, that is the practice.

Mr. Sheean: So that any dismissal of junior men is ordinarily done at the request of the men themselves, in order to keep up the earnings of the older men?

Mr. Carter: Ordinarily, but I think we will find many instances where the men do not want the list cut, or rather, they want men put back on the list and the minor officers refuse to put them back, and this forces the men to work and earn more than they want to earn, and that has been very marked since this negotiation began.

Mr. Sheean: You mean where the earnings of some of the men on particular runs are more than they want to earn?

Mr. Carter: We have communications here which lead us to believe that they have made grievances—I don't know whether the Board understands a grievance, it is a complaint—made grievances of the refusal of the minor officers to restore men to the list, so they would not have to work so hard, make so many miles, work so many hours; and I think in one instance our general chairman took it up, although I do not know what success he has had. He cannot get the men back on the runs. They are earning more money than they want to earn, more than they should earn, and more than they are physically able.

Mr. Sheean: Just what instances can you give us of that?

Mr. Carter: I think we will present that at length in the testimony.

Mr. Sheean: All right. The reduction of the Board,

though, resulting in the dismissal of men to which you adverted yesterday, is entirely in the hands of the men?

Mr. Carter: Generally speaking. Whenever the men in service think that their earnings have been made too low, they make requests for the board to be cut; that is, the number of extra engineers to be reduced, or the number in the pool to be reduced. That is done to assure them a guarantee of a day's wages, or rather a month's wages. That is the practice under the seniority system, which I must confess is diametrically opposed to the practice in other industries.

You will understand, however, that when these boards are cut, it is because the business of the company has decreased so that there is not enough business at that point to give them all a fair month's earnings, and therefore, instead of dividing the loss of earning power equally, they ask that the youngest men be taken off the list, so as to maintain not a high rate of wages, but what they are expected to earn.

Now, it may be that even after the cutting of the list, a sudden rush of business would require every man to do a great deal more work than is usually expected of one man. Ordinarily, however, the railroads add to the list so as to relieve the men of this excessive overwork. It is very peculiar. It is a piece-work system.

Mr. Sheean: In that piece-work system, Mr. Carter, the number of miles to be run on a single trip is ordinarily between terminals well established; it is not a case of a man going out and running as far as he wants to, or making any number of miles that he wants to, is it?

Mr. Carter: No.

Mr. Sheean: The runs are between terminals well established, and long established?

Mr. Carter: Yes.

Mr. Sheean: And on the great majority of roads, the men run first in and first out?

Mr. Carter: I think practically on all roads.

Mr. Sheean: Practically all roads?

Mr. Carter: With this exception, they have regularly assigned crews to make certain runs. For instance, in the passenger service, the same crew may make the same trip, and they have a regular leaving time.

Mr. Sheean: Now, this matter of the hazard of uncertainty of employment to which you adverted, does not obtain in the case of assigned crews, does it?

Mr. Carter: It would if they put another man in the service to divide time.

Mr. Sheean: That is, in case of two trains being operated, they have three crews to take care of those two trains, assigning three crews to that train?

Mr. Carter: Yes; sometimes they only have two crews.

Mr. Sheean: But, even then, running under the first in, first out, rule, those three crews there would ordinarily, on an assigned run, earn about the same amount of money during the month?

Mr. Carter: That is the expectation.

Mr. Sheean: But in the assigned passenger trains, or whatever assigned trains there are, there is ordinarily no uncertainty about the amount of money that the engineer and fireman will make on his assigned run?

Mr. Carter: Ordinarily, no, but understand there are many exceptions.

Mr. Sheean: Well, in the great majority of cases on assigned runs, the remuneration of both Engineer and Fireman, from month to month, remains the same?

Mr. Carter: It should be the same. That is the intention of the assignment; but, understand, there are exceptions. He may not go out on his own run. He may be called in an emergency for some other run.

Mr. Sheean: Don't all schedules ordinarily provide if you want an assigned man for another run, that that other run must guarantee him as much pay as if he had remained on his assignment?

Mr. Carter: I think so.

Mr. Sheean: So, if he is called, he gets what his regular assignment would pay, or more, if the special work he is called for earns him more?

Mr. Carter: I think so.

Mr. Sheean: That is ordinarily true, is it not?

Mr. Carter: I think so.

Mr. Sheean: Did you make any investigation, Mr. Carter, as to the certainty or continuity of the employment in any of these

other trades, as to how many weeks a year these different lines of employment secures full time?

Mr. Carter: No, sir, I did not.

Mr. Sheean: These are rates extended on the purely hourly basis?

Mr. Carter: Hourly basis, and that applies to the Engineer who may not earn ten dollars in any one month for a period of a month. It applies to Firemen who may only make one trip in a month.

Mr. Sheean: But it does not apply to the Fireman who makes his pay in miles?

Mr. Carter: It does not apply to the Fireman when the speed of the train is ten miles or more.

Mr. Sheean: It also applies to the bricklayer, or the carpenter who may not work one hour a month?

Mr. Carter: Well, he would have to work the hour in order to get the rate.

Mr. Sheean: Yes, but, as I understood you yesterday, these are the rates which are shown as a comparison of the rates, and not of the earnings.

Mr. Carter: It is a comparison of the rates, and has nothing to do with the earnings.

Mr. Sheean: Now, in this comparison of the rates derived from these bulletins issued by the United States Department of Labor—

Mr. Carter: Which bulletin, please?

Mr. Sheean: Bulletin 143. Speaking of one of the rates as to which comparison is made, and referring to page 8 in this bulletin, it is said concerning the rates shown for bakers—first hands, is it not, that “the increases in rates of wages per hour were nearly counterbalanced by the reduction of working hours per week; so that while the time required to make a week’s earnings was reduced, the income per week would be but slightly increased, and the relative rates of wages per full week in 1907 for this occupation were 97 per cent of the rates of wages per full week in 1913?”

Mr. Carter: Pardon me, I have been unable to catch that.

Mr. Sheean: At the top of page 9 of Bulletin 143.

Mr. Carter: I have it now.

Mr. Sheean: I correctly read the statement and comment, did I not?

Mr. Carter: I was not following you, but I know you did.

Mr. Sheean: Then Table 8, as introduced by you, does not purport to show in any manner the earnings for any particular period of time?

Mr. Carter: Except one hour.

Mr. Sheean: Except one hour; and that is assuming that one hour was actually worked?

Mr. Carter: Yes. Pardon me for volunteering something. I think you will find that it has been the policy of employes in most of the industries to reduce their hours of employment rather than to increase their earnings. I think you will find that they earn as much or more in many instances for working an eight-hour day than they did when working a ten-hour day; but it has been the policy of employes in most of the leading industries outside of the railroad business to reduce hours of labor rather than to increase their earnings.

I have heard it said that a printer today makes a great deal more money working eight hours than he used to make under the old piece-work system working fourteen hours, on the morning papers. Understand, it was piece-work, so much per thousand ems, and a man could come around before noon if he so desired, and go on his alley, go to his case and start setting type, and he could work until the last man was out of the office at two o'clock next morning, when the foreman said he would have to close the forms.

Mr. Sheean: In the building trades particularly, Mr. Carter, the conditions of weather and various other considerations affect the ability of people in those lines to keep steady employment, do they not?

Mr. Carter: I do not think it is expected of men, in other lines of employment than railroading, to be exposed to the inclemency of the weather.

Mr. Sheean: And when they are not exposed, their opportunity to earn ceases?

Mr. Carter: Yes, but if a railroad man wants to lay off when the thermometer is 20 degrees below zero, at two o'clock in the morning, he will probably have to go or lose his job.

Mr. Sheean: The matter of laying off in railroad practice

is much more common than it is in any other line of industry, is it not?

Mr. Carter: I think not.

Mr. Sheean: Do you know, or have you made any investigation as to how frequently men will of their own volition in railroad service—engineers and firemen—lay off two days, three days or ten days?

Mr. Carter: Unfortunately for the younger men they do not lay off enough.

Mr. Sheean: They do not lay off enough, and the older men ordinarily, or all the men ordinarily are permitted to lay off such length of time as they wish, provided an extra board of sufficient size is there to do the company's business?

Mr. Carter: If it is convenient, and does not interfere with the handling of traffic, and the notice of a desire to lay off is filed in a formal manner as prescribed, there is very seldom any difficulty in being released.

Mr. Sheean: And the matter of having an extra board of sufficient size and sufficient elasticity to take care reasonably of the company's business is ordinarily in the control of the men?

Mr. Carter: Ordinarily, yes.

Mr. Sheean: You have made no investigation as to what either the weekly or monthly or yearly earnings of any of the people in these trades may be, which you have enumerated in Table 8?

Mr. Carter: I think if you will take Table 8 and consider it in conjunction with Table 9, you will find that a bricklayer, at the rate named in Table 8, works the number of hours for a week named in Table 9. The bricklayer works 44 hours a week, in the city of Chicago, at the rate of 75 cents an hour.

Mr. Sheean: Yes, but the distinction that you made between average rates and average earnings obtains as to Table 8 as well as to your other tables, does it not?

Mr. Carter: There is no effort to compare the earnings. I do not know that there is any method of comparing them. The government in all its researches has never been able to ascertain that.

Mr. Sheean: This is a movement, the purpose of which is to affect earnings rather than to affect rates. You are not

interested in rates that do not produce money to the men, are you?

Mr. Carter: No, but if you will give the men a high enough rate, they will take care of their earnings.

Mr. Sheean: And all of the tables which you have prepared here merely reflect rates?

Mr. Carter: Rates.

Mr. Sheean: And no effort is made to reflect earnings?

Mr. Carter: I think if you will read on the first page of the table, the first word is "rates," and if you will read the introductory pages, you will see how particular I am to confine the entire investigation to rates. We have one, however—without anticipating the future—that has to do with earnings, not of employes in other industries, but of employes on engines.

Mr. Sheean: Speaking generally, Mr. Carter, as to your Table 9, it is your understanding that, in these other lines of industry, the employer ordinarily has the right to determine the actual hours of labor of the employe, and to pay for those hours?

Mr. Carter: No, sir, I do not think he has. I think it is agreed, by mutual agreement between the employes and employers in an industry, that they will work an eight hour day. They sometimes agree that they will work only four hours on Saturday; and if business should be very much depressed as in a railroad shop, it is not unusual—at least, I do not think it is unusual—for the machinists and the boiler makers in that shop, instead of laying off a man, to reduce the hours of service.

Mr. Sheean: Take the building industry here, or any of these schedules, and the man reports for work at eight o'clock this morning. If he works until ten, how much is he paid?

Mr. Carter: I must confess that I have not investigated that, but it is my opinion that such a case would be unusual. I do not know of any people who have more fixed hours for working than men in other industries that are quoted here. For instance, when a man goes to work at a certain hour in the morning, he has every reason to anticipate that unless something unusual transpires, he is going to have a day's work.

Mr. Sheean: Is there any provision in any of these schedules, in any of these crafts that you have ever seen, similar to or like the provision which engineers and firemen have, whereby in those crafts they must pay a full day?

Mr. Carter: I cannot say, unfortunately, for after I had secured hundreds of these agreements for the purpose of presenting them I found I did not have time to read them before the arbitration began.

Mr. Sheean: Well, have you ever heard of a provision in any of these crafts whereby the eight-hour day is an eight-hour or less day?

Mr. Carter: I think not; but I think the rules require, when the work is there, for the man to have a full day's work. You have got to guarantee him a full day's work. Now, I do not mean if some catastrophe should occur, that they would pay him for his time while he was off duty.

Mr. Sheean: Your Table 10, Mr. Carter, at page 106; the heading there is "Rates of wages per hour and earnings for continuous service." Now, is the distinction you have made between rates and earnings carried through Table 10?

Mr. Carter: Purposely. There can be no question but what engineers and firemen in switching service, are on an hourly basis at all times, and their earnings may be easily determined by knowing the hours they work. Now, you will understand that this table here was prepared after Table 4, which appears on page 12. On page 12, Table 4, there was an effort to compare the earnings of all men in different trades with the earnings of engineers and firemen, for continuous hourly service. Then, subsequent to the preparation of that table, I found time to go into the switch engine matter. Now, I prepared this table so you could compare it to Table 4. For instance, we have here what the switch engineer would earn if he was required to work eight hours or ten hours, or twelve hours, or fourteen hours, or sixteen hours, and that may be compared with the building trades in Chicago, in Table 4, to show who would earn the most.

Mr. Sheean: That is what they would earn if there was operation in this manner in these trades?

Mr. Carter: Yes, sir. I think, however, that the only reason that the switch engine men do not insist that they be relieved at the end of eight hours is because their rate is so low that they cannot make a living at it; and I think, if you will compare those rates with other people who work eight hours, you will see the great difference; you will find that a switch engineer would have to work many more hours in a day

than a bricklayer, in order to earn the same amount; and a fireman would have to work many, many more hours than a hod carrier in a day to earn the same amount. It is because of these low rates that they are compelled to work these longer hours. If a switch engineer is entitled to the same consideration as carpenters and printers and wiremen and what not, in the rates of wages, why, I am quite sure there should be an eight hour day in switch service. There is no reason why the railroads could not have three shifts as well as two shifts, and the engine would be always going then; there would never be any noon hour; but if they say to the engineer or firemen, "You can only work eight hours," I don't see how they could buy meat and bread, if you will compare what other men of equal, or, I might say, without any disrespect to them, not equal responsibility or ability, are earning.

Mr. Sheean: Now, that brings us to a discussion you had yesterday as to these classes of yards, classified on different railroads, in which certain designated points in practically all the schedules are spoken of as first class yards, and all others are second class yards. Is it your understanding that those are based merely on the size of engines used in those yards?

Mr. Carter: No, sir. I will tell you how the second class yard crept in. Realizing the extremely low rate of wages paid switch engineers and firemen, these committees tried to get increases, and not being able to get what they wanted, they compromised, and the committee representing the railroads said, "Well, we will give you this rate in these yards, but we won't give you this rate in the other yard," and they had to accept a lower rate, or, rather, they did not have the influence to secure the higher rate on all the yards.

Mr. Sheean: Well, now, these first class yards specified in the different schedules are ordinarily yards at busy division points or large yards where there is more business than at the other yards.

Mr. Carter: It depends entirely on the liberality of the railroad. Some railroads say, "We will pay the rate in all yards," and the other railroads say, "We will pay it in certain yards but we will not pay it in other yards."

Mr. Sheean: Well, in any event, as the result of negotiations between the men of the several roads, and the management

of those roads, the classification of the yards has been made?

Mr. Carter: Under those circumstances.

Mr. Sheean: And by mutual agreement it has been agreed that in certain yards a higher rate will be paid than in other yards?

Mr. Carter: Yes, sir.

Mr. Sheean: And, generally in the schedules of the different roads, by that agreement, certain yards are thus specified as taking a particular rate.

Mr. Carter: Yes, sir.

Mr. Sheean: There isn't anything in these schedules, I believe you said, showing a definition of what physical characteristics will make it a first class yard or a second class yard?

Mr. Carter: I think you will find that first class yards, on some roads, are of less importance than second class yards on other roads. For instance, without going into details, I think the Missouri, Kansas & Texas has only one class of yard—is that true?—one of the gentlemen whom I know is informed, says that it is true. Now, they are all first class yards and take the first class rate. I am quite sure that on other roads you will find second class yards of double or treble the importance of some of the yards on that road, so it has not been a question of classification of yards according to the work performed, but entirely according to the ability of the committee to get results.

Mr. Sheean: As a result of negotiations of the committees with the management of the particular roads, they have made the classifications which appear in the different schedules?

Mr. Carter: Yes, sir, and I think those classifications reflect the liberality of the managements. Some roads would not give you the higher rate on but two or three yards, and other roads would give you the higher rate on half of the yards, and others on maybe 75 per cent, and still others, still more liberal, will give the first class rate on all yards.

Mr. Sheean: Now, Mr. Carter, is a yard at the end of a branch line, on a small terminal, where eight or ten trains a day, all told, come in,—in your judgment, is the work of a switch engineer in that yard fairly comparable with the work of a switch engineer in a yard such as a yard at Chicago?

Mr. Carter: It would depend on the business, and I think our committee had that in view when they made two rates on

the switch engine; they realized that the small engines are used just as you say; they found that they would be used in the smaller yards, and they were willing to accept a less rate on those yards because of the fact that those smaller engines were used.

Mr. Sheean: The less rate is predicated entirely upon weights on drivers.

Mr. Carter: There must be some basis.

Mr. Sheean: And, your thought is, the purpose of this proposal is to make the classification of yards dependent on the weights on drivers of the engines used in the yards, rather than on the density of business, the amount of business done in those yards?

Mr. Carter: It is certainly more fixed, and, I believe, fairer to all concerned, because the density of traffic in any given yard is variable from day to day; stock rushes, grain movements and many things change the congestion of traffic in a given yard. For instance, at some little outlying yard where ordinarily there is but one switch engine, a very small switch engine, they have stock pens. Now, there may occur a stock rush; in will come the stock trains and they have got to be unloaded and fed and watered—sometimes they try to feed them in the cars and water them; but the authorities get after them—and all of that work all at once falls on that little yard, and it becomes immediately a very important yard, and perhaps after the stock rush gets over it falls back into its inconsequential position on the road.

Mr. Sheean: Yes. Now, where it ordinarily occupies that inconsequential position, you would have the rates in that yard changed from day to day during this rush of business?

Mr. Carter: If you had to use road engines, the proposition specifically provides for that emergency; but if you use switch engines, the switch engine proposition would provide for that emergency.

Mr. Sheean: Well, assuming that the same engine stayed there all the time, the small engine that ordinarily did the work for that yard, and ordinarily did it in five or six hours of work during the day—

Mr. Carter: Hard times—bad business.

Mr. Sheean: Bad business, and was paid the ten hours or less each one of those days, when there was not more than four

or five hours work for it to do, you would change the classification of that yard if a heavier engine was put in during this heavy traffic?

Mr. Carter: I would say yes; but the officer that did such a thing would have to account for it. It would be like putting a Mallet on a four-car passenger train, taking a four-dollar rate for the fireman.

Mr. Sheean: By the way, in that connection, Mr. Carter—putting a Mallet on a certain kind of work—your proposition contemplates that a fireman or engineer, while delayed on a Mallet, receives a higher rate of pay than a man who is an engineer or fireman who was seated on a smaller engine waiting for an opportunity to move, does it not?

Mr. Carter: I haven't the proposition here.

Mr. Sheean: Well, you do know that all the higher weighted engines on drivers pay, up to and including the Mallet type, a higher rate during all the time that the person is in service with that engine?

Mr. Carter: Yes, sir.

Mr. Sheean: And if an engineer and fireman on a Mallet engine were held at the terminal before starting out, for a couple of hours, the man who was on that Mallet engine for that two hours would draw considerably higher money than another engineer who was seated, during the same time, on a smaller engine on a side track?

Mr. Carter: As I remember the proposition, he would draw the rate of the last service performed by him.

Mr. Sheean: I am assuming before they start out on their trip, one going out with a light engine and another going out with a heavy engine, and both waiting for an opportunity to get out on the road; both on duty and waiting for their opportunity to get out of the initial terminal, and both delayed two hours, the men on the Mallet engine would draw much higher rates of pay than those on the other weight of engine?

Mr. Carter: They would have to be there some time before they would be seated on the Mallet.

Mr. Sheean: I said two hours in my example.

Mr. Carter: A Mallet would keep them busy for quite a while to get ready to go.

Mr. Sheean: Assuming, whatever may be the length of

time, two, or three or four hours, initial terminal delay, is it not a fact that the man who is waiting for an opportunity to get out on the road draws a higher rate, under your proposition, if he is waiting to go out with a Mallet than if he is waiting to go out with a smaller engine?

Mr. Carter: Yes, sir. I want to explain that I am not as familiar with this proposition as I should be. I haven't had time to read it since we adjourned last August; I have been working on entirely different matters.

Mr. Sheean: Now, Mr. Carter, if you will turn, if you please, to your earlier tables, 1, 2 and 3; the averages obtained in those rates of wages, extended in Tables 1, 2 and 3, are also made up in the same way as your other averages, by counting each rate as one and simply taking the total rates shown and dividing by the number added?

Mr. Carter: For rates of wages in Tables 1, 2 and 3, yes. When you come to percentages of increase, it is not that way.

Mr. Sheean: The percentage is the one shown in Table 5, is it?

Mr. Carter: That shows the method of reaching percentages of increase.

Mr. Sheean: And in that you have added the sum of the percentages?

Mr. Carter: Yes, sir.

Mr. Sheean: And divided by the number of rates that enter into that total percentage?

Mr. Carter: Yes; but in that instance we have taken the exact percentage of increase on each locomotive.

Mr. Sheean: Well, how many locomotives did you take it on?

Mr. Carter: I did not mean each locomotive, I meant locomotives named in the schedule.

Mr. Sheean: Each rate named in the schedule?

Mr. Carter: Each locomotive named in the schedule, the rate for that locomotive, or the increase in the rate. Understand, this table has been prepared by taking each percentage of increase that appears in Table 7, and, therefore, the smaller engines are given their accurate percentage of increase and the larger engines are given their accurate percentage of increase. With Tables 1, 2 and 3, we took all the engines collectively,

and in this table where we take percentages, we take the exact percentage shown. For instance, if the percentage was greater on one engine than another, even though the rate would be higher, it would tend to decrease the average percentage. For instance, it might be shown that the percentage of increase on a Mallet was 10 per cent.

Mr. Sheean: And, for instance, how much money would that be?

Mr. Carter: I cannot tell you without looking it up.

Mr. Sheean: Ten per cent increase on a Mallet which took a seven dollar rate would be 70 cents, wouldn't it?

Mr. Carter: If it took that rate, yes.

Mr. Sheean: Now, on your eight wheel engine, which drew four dollars, an increase of 10 per cent there would be 40 cents, would it not?

Mr. Carter: I am looking for that four dollar rate. Where do you find it?

Mr. Sheean: I simply took that for the purpose of making the figures simple.

Mr. Carter: Let us take the seven dollar rate. I think these rates are rather deceptive, because I think you are making a wider spread than exists.

Mr. Sheean: Let us take the \$4.50 rate and the \$8 rate, then.

Mr. Carter: There is no eight dollar rate.

Mr. Sheean: Well, a seven dollar rate.

Mr. Carter: Let us find the seven dollar rate before we talk about it. Will you show it to me, please?

Mr. Sheean: There are no seven dollar Mallet rates?

Mr. Carter: I am not saying there are not, but I would like to see them. There may be, but I haven't noticed them. I think they are asking for something like that. Perhaps that is what you are thinking about; they are asking for \$7.50.

Mr. Sheean: Where are Mallets operated that you have carried out here?

Mr. Carter: You will find the Mallets ordinarily the last engines and the highest rates in each subdivision. Take, on page 18, the first page of Table 7, you will find that there are two classifications of Mallets at the end of each general division.

Mr. Sheean: Well, on page 18, and following page 18, over to page 20, there is a \$6.55 rate.

Mr. Carter: I think that is about what it is. Without investigating, I am going to say that is what it is.

Mr. Sheean: Take a \$6.50 rate and a \$4.50 rate. Now, in the carrying out of your percentages, you would carry out the 10 per cent increase on the \$4.50 as of equal value with a 10 per cent increase on the \$6.50 rate?

Mr. Carter: Pardon me. I am not saying there is not a \$4.50 rate, but I cannot find it. Can you find it?

Mr. Sheean: For through service?

Mr. Carter: Yes.

Mr. Sheean: Let us take the low rate that is shown on the same one that we took the \$6.50 rate from—\$4.55.

Mr. Carter: That is better.

Mr. Sheean: If you prefer to take \$4.55 and \$6.55, as shown on that one, you would carry out the 45½ cents, the 10 per cent increase on the \$4.55, as being of equal value with the 65½ cents carried out on the 10 per cent increase on the \$6.55 rate.

Mr. Carter: I think the difference should be greater, perhaps.

Mr. Sheean: I don't want to debate with you whether it should or should not be done. I am simply trying to arrive at the method you adopted in making your Table 5.

Mr. Carter: Yes, sir; that is the method adopted.

Mr. Sheean: And in your Table 5 you have carried out the per cent as to all of these various industries, and the increase on any of the hours of any of these various crafts would be carried out merely in the percentage relationship; that is, a 20 cents increase on a two dollar rate would have equal value with a 65 cents increase on a \$6.50 rate?

Mr. Carter: Yes, sir.

Mr. Sheean: And, first having obtained the percentages, you totaled these percentages in the column headed "Sum of Percentages of Increase." That is true?

Mr. Carter: Yes.

Mr. Sheean: Now, the percentages thus totaled are all referable to different bases, are they not?

Mr. Carter: Yes, sir.

Mr. Sheean: And, for the purposes of illustration, they may be based on 20 cents an hour to as high as 80 cents an hour?

Mr. Carter: Yes, sir.

Mr. Sheean: Having obtained the percentages from different bases, you total the percentages thus obtained?

Mr. Carter: Yes, sir.

Mr. Sheean: And divide them by the total number of rates?

Mr. Carter: Yes, sir, and I will say that is the only way that I could reach it. I don't know of any other way.

Mr. Sheean: Well, as I said, Mr. Carter, I simply wanted to know the way in which it was done, at this time.

Mr. Carter: Without repeating it, I think you will find in the introductory pages, that I have discredited some of these methods myself and there I show why I have, if you will read that. I have said that if these engines were grouped by weights on drivers, something like our proposition, then you could accurately determine all these matters for each group; but so long as there is no method of classifying these locomotives, no standard of wages, you have got to adopt these methods to secure results.

Mr. Sheean: That brings me back again to something I had intended to ask you about, that Mr. Burgess asked some questions about yesterday, on the proposition based on weights on drivers. Can you give any reason why the starting point based on weights on drivers should be made uniform in western territory at 80,000 pounds, or at any particular basis below the 215,000 pounds which now appears in those schedules?

Mr. Carter: I will say that the divisions of this proposition are as scientific, are as fair as if you would change every one of them five thousand pounds, either up or down. There had to be something to start with.

Mr. Sheean: Well, granting that, and that was embodied in my question, 215,000 pounds being now in the schedules, a uniform provision as to computation of rates, can you tell us the reason or the reasons for starting at 80,000 pounds, 100,000 pounds, or at any other particular place.

Mr. Carter: I think it was decided by the sub-committee that drafted this proposition, that by fixing the minimum weight at 80,000 pounds, that is the group for the minimum or lowest rate of wages, they would include the engines that properly should come within that minimum rate. They are the smaller loco-

tives. Then I think they progressed to the second group, 80,000 to 100,000, and there they included engines that are more in general use, doing important work, such as the heavy eight-wheel engines and medium ten-wheelers, small Moguls and such as that, and I think that they tried honestly and sincerely to group the same class of engines or character of engines as are grouped today in the wage schedules. I think it was an earnest and honest effort. I do not think they had any scheme. If they did, they kept it from me.

Mr. Sheean: Mr. Carter, there has been no suggestion or intimation on my part of any scheme. I was trying to find out, if I could, why a starting point was taken at 80,000 pounds, when, as I understood you to say the other day, they now take a uniform rate on a number of engines on the Rock Island Railroad, for instance, in which the weight ran all the way from 80,000 pounds clear up to 200,000 pounds, taking a uniform rate at the present time.

Mr. Carter: You are mistaken. It don't do anything of the kind. No, sir, there are lots of lower weights than those shown there. For instance—

Mr. Sheean: Well, you misunderstand my question, I think, Mr. Carter. I understood you to say the other day that under the present provisions of schedules, in passenger service, an engine weighing all the way from 80,000 pounds up to close to 200,000 pounds, would have the same rate?

Mr. Carter: No, sir. Today?

Mr. Sheean: Yes.

Mr. Carter: Oh, no. Turn to page 18 and you will find it begins with an 8-wheel engine at a low rate of \$4.95. It next steps to a 10-wheel engine less than 100,000 pounds on drivers at the same rate.

Mr. Sheean: I am talking about the Rock Island schedule.

Mr. Carter: Oh, the Rock Island schedule. Well, I will turn to that. What page is that?

Mr. Sheean: I don't know.

Mr. Carter: I will find it. Chicago, Rock Island & Pacific.
Page 35.

Mr. Sheean: Now, this is entirely freight, is it not?

Mr. Carter: This Rock Island rate is entirely freight.

Mr. Sheean: Now, I understood you to say the other day,

Mr. Carter, that in passenger service, engines weighing all the way from 80,000 pounds or below 80,000 pounds, clear up to as high as 200,000 pounds, would take the same passenger rate.

Mr. Carter: In our proposition, you mean?

Mr. Sheean: No, in the present practice.

Mr. Carter: Why, no. It is now based on cylinders largely, without regard to weight. If I said that, I did not intend to say anything of the kind.

Mr. Sheean: Well, but based upon the cylinder, if you please—

Mr. Carter: No.

Mr. Sheean: (Continuing)—that they might run in actual weight on drivers, starting from 80,000 pounds up close to 200,000 pounds?

Mr. Carter: Yes, they might.

Mr. Sheean: And they take a uniform rate?

Mr. Carter: No, they do not. Take the Rock Island, for instance, you will find some of those larger engines taking all kinds of rates on the Rock Island. In passenger service—well, I would have to have the Rock Island schedule. Have you got the Rock Island schedule here? Let me take it.

Mr. Sheean: Mr. Carter, how wide a spread would you say there was in engines in passenger service, in weights on drivers, on engines which now take the same rate?

Mr. Carter: I cannot tell without referring to this. I have not attempted to investigate that at all. I want to turn to the Chicago & Rock Island, to see what it says.

Mr. Stone: In passenger service.

Mr. Carter: I do not seem to be able to find it here.

Mr. Shea: Just turn to the index to show rates of wages.

Mr. Phillips: Page 92.

Mr. Carter: I have it. Unfortunately we called these the Rock Island Lines, and this was indexed away down in the R's. That is why I could not find it. It was a mistake, whoever indexed it in this way, without indexing it the other way.

Here we have it. Passenger engines, 8-wheel, 18-inch cylinder and under, for passenger service, \$2.65; 19-inch cylinder and under, \$2.75; 19 to 21-inch cylinder, with trailer or Atlantic type, \$2.85.

Now, it comes to 6-wheel connected; 18 and 19-inch cylin-

der, \$2.85; 18 to 19-inch cylinder Mogul, \$2.85; 20 to 22-inch cylinder, \$3.10; 20 to 23-inch cylinder with trailer, Pacific, \$3.10; 24-inch cylinder and over, Pacific, \$3.10. Now, we come to the Consolidations.

Mr. Sheean: That will do, Mr. Carter. On that \$3.10 rate there, how much of a variation would you say there was, or spread in weights on drivers, on that uniform \$3.10 rate?

Mr. Carter: On the Rock Island?

Mr. Sheean: Yes.

Mr. Carter: I do not know.

Mr. Sheean: Can you give us any idea about how wide the spread would be in weights on drivers on that uniform rate of \$3.10?

Mr. Carter: I cannot tell you, I must confess that. I could take the blueprints and check up—

Mr. Sheean: No, I thought you would know something about that spread.

Mr. Carter: Turn to Exhibit 2. I think that will give us some information.

Mr. Phillips: Exhibit 4.

Mr. Carter: Is it Exhibit 4? I mean the one that shows—

Mr. Sheean: If it is in one of the exhibits we can get that later. I thought perhaps you would be able to tell generally.

Mr. Carter: I think I can give it to you exactly.

Mr. Byram: Turn to page 55, Mr. Carter.

Mr. Carter: Thank you. Now, by turning to page 55 of Exhibit number 4 I think you will find the information that you requested. You will find how the rates and weights on drivers fall.

Mr. Sheean: Take that uniform rate of \$3.10, and give us the number of different weights to which that rate now applies, and which would be changed by your proposal?

Mr. Carter: There is one Pacific engine which seems to have slightly less than 140,000 pounds on drivers, and it falls in that group.

Then it extends from that up to the highest in the next group. One group practically covers all of it, so far as weight on drivers is concerned. That is, there is one engine that falls in the fourth group.

Mr. Sheean: One engine, or one rate?

Mr. Carter: I mean one rate that falls in the fourth group, and two of the three rates in the next group, are \$3.10 rates. I will take that back. It falls in three groups. Commencing at 140,000 pounds, they apparently have a Pacific engine in there that draws the \$3.10 rate. Then all of the next group, 140,000 to 170,000 pounds, except the first Consol., draw the \$3.10 rate, and then all the next group at the \$3.10 rate.

Mr. Sheean: That is, according to this tabulation as I get it, there are six different types of engines which now take the same rate?

Mr. Carter: Yes.

Mr. Sheean: And which, under your proposal, would take three different rates?

Mr. Carter: Yes, and properly so, if you will note—

Mr. Sheean: I did not want to debate that.

Mr. Carter: I want to show why it does. You asked the question and I want to explain why it does.

You will find that, under the present conditions, an engine may weigh 200,000 pounds on drivers and still draw that \$3.10 rate, and there are engines as low as 140,000 pounds, and that is not fair to the company.

Mr. Sheean: Let us take, on that same page, the engineers' wages on that same road. That is what I was starting to talk about.

Mr. Carter: Page 55.

Mr. Sheean: Now, there seem to be, in the less than 80,000 pounds on drivers, two groups of engines taking the \$4.40 rate. There seem to be, in the 80,000 pounds and less than 100,000 pounds, four different groups which now take the same rate of \$4.40, that would be thrown into a separate classification. There seem to be five in the 100,000 and less than 140,000 now taking the uniform \$4.40 rate. There seem to be three which would fall into the 140,000 and less than 170,000, now taking the \$4.40 rate, and three in the 170,000 and less than 200,000 which now take a uniform rate, but which would be thrown into a separate classification here.

So that it is a fact, is it not, that in the passenger service of the Chicago, Rock Island & Pacific, engines which now take a uniform rate, and which vary in weights on drivers from less than 80,000 pounds, up to and including between 170,000 and

200,000 pounds, would be given five different rates by your proposal, where they now take the same rate?

Mr. Carter: Graduated according to the size of the engine and the work it does.

Mr. Sheean: Now, coming back to where I started, can you tell us the reason or reasons which caused the committee which divided this into five different classes, to start at 80,000 pounds in making their classification?

Mr. Carter: I did not interview them, but I am going to say what I think were their reasons.

They believed that it was absurd to demand the same rate of wages on a little 8-wheel engine pulling passenger, as on a huge Pacific engine pulling passenger. In the one instance it might have three little cars on a local branch line of some kind, and in the other case it is an engine pulling a from nine to twelve steel car, high speed train. They thought that was not scientific, to say the least; and in order to base these rates on some scientific basis they tried to fix a rate in accordance with their productive efficiency, their earnings for the railroad, and the labor and responsibility.

Mr. Shea: Mr. Sheean, may I get a little information there? I understood you to say that the present rates of pay for engineers on the Rock Island were uniform for five different groups. Did I misunderstand you?

Mr. Sheean: I would not say positively whether that was what I said, but what I intended to say was that on the Rock Island Railroad, engines running all the way from less than 80,000 pounds on drivers up to and including between 170,000 and 200,000 pounds on drivers, some engines varying in those weights, take a rate of \$4.40.

Mr. Shea: I understood you to say that they were uniform.

Mr. Sheean: The uniform rate of \$4.40 is applicable to certain engines which vary from below 80,000 pounds to above 170,000 pounds weight on drivers.

Mr. Shea: That is right.

Mr. Carter: Pardon me for expressing an opinion. I think it is time somebody was changing the conditions on the Rock Island.

Mr. Sheean: Mr. Carter, in connection with these settlements or concerted movements, both of 1907 and 1910—

Mr. Carter: The Engineers?

Mr. Sheean: No; speaking generally of both the movements in 1907 and 1910, there were changes in certain rules in both those movements, as well as changes in rates, were there not?

Mr. Carter: What rules? I must confess, I don't remember.

Mr. Sheean: I did not want to take up the time as to what they were, but simply as to whether or not we could get the general statement that certain rules as well as wages were changed.

Mr. Carter: Yes, sir.

Mr. Sheean: Those rules as thus changed were more favorable to the employes than the previously existing rules?

Mr. Carter: They were more favorable, but not so favorable as the employes tried to get.

Mr. Sheean: No; but the rules that were agreed upon did bring additional compensation to the men?

Mr. Carter: In some instances, yes.

Mr. Sheean: All I wanted to bring out was that there were certain compensatory rules, as well as an increase in rates?

Mr. Carter: I hate to answer the question without checking up this list to see that that is true. I hate to say yes, when I don't know; but it is possible that that is true.

Mr. Sheean: You are quite sure that no rules went in that operated to reduce the compensation of the men?

Mr. Carter: I think not. I am quite sure of that, but I don't want to state something about the engineers' settlement of 1907 that is false. I have all these, however, for the express purpose of introducing them, if it is desired, so the Board will have access to them at any time.

Mr. Stone: I might add, Mr. Chairman, that, if it will expedite matters any, we will be very glad to have one of our men called as a witness for the defense; or, I will take the stand myself as a witness for the defense, and show exactly what was done in the two wage movements, of 1906-1907 and 1910.

Mr. Sheean: I think we shall ask leave to file copies of these. They are short in both cases, as to the requests and the allowances, and I think we shall ask leave to file them in connec-

tion with the other documents that we have asked leave to file.

The Chairman: The Secretary of the Board, as I understand it, has already filed a copy of those agreements with the Board. I think we have copies of them.

Mr. Nagel: Mr. Stone, there is a question here as to who is the defendant in this case.

Mr. Stone: I should suppose that we were the plaintiff in the case, as we opened the case first and prosecuted it first, and that the railroads, I would take it for granted, are the defendants. They usually are.

Mr. Phillips: Sometimes the Arbitration Board are the defendants.

Mr. Burgess: Pardon me, Mr. Stone, but you said you would take the witness stand for the defense? You meant the complainant?

Mr. Stone: No, I meant for the defense. If they are anxious to call me as a witness for the defense I should be very glad to take the stand, that is, if they think their case needs my testimony.

Mr. Sheean: I think that is all, Mr. Carter.

REDIRECT EXAMINATION.

Mr. Phillips: In computing the averages which appear in Exhibit number 5, was an adding machine used, Mr. Carter?

Mr. Carter: No, sir. Well, in computing the averages, the averages were all computed on a special computing machine different entirely from an adding machine.

Mr. Phillips: Did you use the adding machine to compute the different rates?

Mr. Carter: Oh, the averages? I thought you meant the percentages. The averages were all computed on the Burroughs adding machine. The percentages were all computed on the Lome Comptometer, made in England.

Mr. Phillips: Is the adding machine reliably accurate?

Mr. Carter: The machine, I don't think, would ever make a mistake. The operator may make mistakes.

Mr. Phillips: But, if the figures are entered in the machine properly the sums reached will be accurate in every instance?

Mr. Carter: Yes, sir.

Mr. Phillips: This other machine to which you refer, by which you made your divisions or struck your averages, did that also work automatically and accurately?

Mr. Carter: Most wonderfully. Turn a crank and it turns out percentages just like sausage out of a sausage machine.

Mr. Phillips: Then, you feel that these averages, or sums you added, or the averages where the divisions have been made, are as accurate as they can be made by human agency, aided by most accurate machinery?

Mr. Carter: Shall I describe how it is done?

Mr. Phillips: I don't think we need to bring that out in detail, Mr. Carter. The point I wanted to bring out was that the figures in the exhibit were absolutely reliable.

Mr. Carter: It has been checked and re-checked, and I have had men from the University of Michigan here to verify them, and I have sent them to Washington and had statistical experts there verify them, and yet I find here and there something they have overlooked.

Mr. Phillips: Aside from the error of composition or maybe typographical errors, which may at all times occur through some human agency, you believe them to be absolutely accurate?

Mr. Carter: I want to say that I have discovered since that book has been offered, in one or two instances, where there are errors and I have tried to call attention to them; but other than the errors I have referred to I believe them to be absolutely accurate.

Mr. Phillips: You were asked a question yesterday, I believe, Mr. Carter, as to why, in considering the average hourly rates of engineers and firemen in freight service, you did not include the average hourly rate, or the hourly rates of men in local or way freight service. Why was that not done?

Mr. Carter: In Table 7?

Mr. Phillips: In Table 7.

Mr. Carter: Table 7 specifically states it is limited to freight service.

Mr. Phillips: What is the difference, if any, between through freight rates and local freight rates for engineers and firemen? Is it marked, or is it slight?

Mr. Carter: Well, I think it varies. I am not an expert

on engineers' schedules. I don't know what it is, but I think possibly it goes as high as 40 cents, and firemen as high as 25 cents. Sometimes it is ten per cent, which makes it more according to the size of the engine. It is variable.

Mr. Phillips: If it could be shown that the prevailing rate, possibly the average rate or nearly the average rate, for both engineers and firemen, was 25 cents per hundred miles, that would be 2½ cents per hour, would it not, on a ten hour basis?

Mr. Carter: Yes, but then understand, it is more than 25 cents per hour for engineers.

Mr. Phillips: Are you sure of that?

Mr. Carter: I think in some instances they get a higher rate.

Mr. Phillips: Well, in a general way, do you know?

Mr. Carter: I don't know.

Mr. Phillips: Assuming that it is slightly more than that, even three cents per hour, would the small number of men, engineers and firemen, engaged in local service, make any appreciable difference in the average rates you have found?

Mr. Carter: Not in the rates, but in the earnings, yes.

Mr. Phillips: In the earnings of the individual, but not in the average rates which you have found here or which you have reached?

Mr. Carter: No, not in the earnings of the individual because I have never found any individual that could ever run or fire two engines at the same time. It would be when the rate applied to the individual, but collectively, to all the men, it would be different.

Mr. Phillips: I understood you yesterday to say that engineers and firemen were firing three engines on the Erie.

Mr. Carter: Well, they mould them in the factory, three in one; they are all made as one engine.

Mr. Phillips: All under one management?

Mr. Carter: One captain, yes.

Mr. Phillips: Here is what I wanted to get at: If a number of men on each railroad are engaged in handling local freight trains and receive a differential of three cents per hour in their established rate, would that make any great difference in the average rate for freight engineers, which you have struck?

Mr. Carter: It would not make any difference so far as

the numbers are concerned, but it would make a difference so far as the rates are concerned. The rates are higher per hour.

Mr. Phillips: Would it make it very much higher?

Mr. Carter: I think ordinarily they draw a higher rate in local and way freight service than that same engine in through freight service.

Mr. Phillips: Do you think the position of the engineer or fireman would be changed numerically in the tables, where you show them?

Mr. Carter: Maybe I do not understand what you are asking.

Mr. Phillips: Table 3, on page 10, for example; you show in that table the ranking position according to average rate per hour for engineers and firemen, and employes in various other lines of industry. Do you think if the rate for local men had been included in reaching these averages, that the ranking position of engineers and firemen would have been noticeably changed?

Mr. Carter: It would have been changed, perhaps, to the right of the point in the decimal figures, but I do not think it would have been changed in the cents column.

Mr. Phillips: I believe you said, in answer to a question yesterday, Mr. Carter, that, by using the very low rates that, from the question it might be inferred were in effect on small engines in freight service, that the averages had been made more inaccurate. Now, if a rate was used in compiling these averages, a low rate applicable to a small engine, and that engine was not actually used in freight service, would not that have had the effect of making the average rates even lower than they actually are?

Mr. Carter: There is no question of it. The more low rates you add to the total, the lower the average will be.

Mr. Phillips: With regard to this average, Mr. Carter, turn to—or, I do not know that you need to turn, but I want to ask you a question regarding Table 7, appearing on page 18. Are we to understand that the rates appearing here, $45\frac{1}{2}$ cents per hour for engineers on an 8-wheel engine, and the first rate on the next page, at the top of the page, $51\frac{1}{2}$ cents per hour in 1907, for example, and I am just reading these for the purpose of exemplification, are we to understand that that is an average rate or the actual hourly rate?

Mr. Carter: Do you mean the columns 1907, 1910 and 1914?

Mr. Phillips: Yes.

Mr. Carter: That is the actual rate.

Mr. Phillips: The actual rate?

Mr. Carter: Yes, sir.

Mr. Phillips: And not an average rate?

Mr. Carter: No, sir; that is an actual rate.

Mr. Phillips: None of the rates appearing in Table 7 is an average rate; they are all actual rates?

Mr. Carter: They are all actual rates.

Mr. Phillips: And the rates appearing under the year 1914 are the rates in effect for those engines at this time?

Mr. Carter: Yes, sir?

Mr. Phillips: And not average rates?

Mr. Carter: No, sir. The only places average rates are shown are in Tables 1, 2 and 3, and on pages 8, 9, 10 and 11, and I think I go to special pains to explain why they are not a scientific average.

Mr. Phillips: Mr. Carter, considerable has been said about a 215,000 pound engine on drivers, and you have been asked as to whether or not that was a starting point, or a dividing point. Were the engines of 215,000 pounds on drivers in general use prior to 1910?

Mr. Carter: I am quite sure that in 1910 an engine weighing 215,000 pounds on drivers was a very large engine, except the Mallets, understand.

Mr. Phillips: Yes; and rates fixed before that time had not been on a weight on drivers basis?

Mr. Carter: No, sir.

Mr. Phillips: Generally speaking?

Mr. Carter: No, sir.

Mr. Phillips: Now, would the fact that the railroads accepted or were parties to a settlement on a weight on drivers basis for a new engine, indicate to you that they believed that was the proper method of fixing the rates for all engines?

Mr. Carter: As I remember it, the question of weight on drivers was never objected to by any railroad committee, in any negotiations, until we adopted it in our Eastern proposition, and then, of course, they attacked it.

Mr. Phillips: I believe I understood you to say the other

day, Mr. Carter, reading from a former exhibit, that the proposition of adopting a general standardization of weights on drivers for fixing the rates for firemen on a fair basis, was made by a Committee of Managers, did you not?

Mr. Carter: Yes, sir; and I have a great many quotations from that.

Mr. Phillips: And you did not understand that the Committee of Managers wanted to begin at 215,000 pounds, did you?

Mr. Carter: No, I rather think the impression was that that was about the biggest engine they had. About the biggest; I don't mean to say the biggest, but 215,000 pounds or up was a very large engine; of course, with the exception of the Mallets where there was a special rate made for the Mallets.

Mr. Phillips: You understand Mallets to be compound engines, do you?

Mr. Carter: They are compounds. I understand they have experimented on them otherwise, with superheaters, and they are finding that they will probably abandon the compound feature. The compound engine, at that time, was the engine from a mechanical viewpoint, for twenty years.

Mr. Phillips: Do you know whether or not the engineers differentiate in compound engines on weights on drivers, at a weight above 215,000 pounds?

Mr. Carter: They may; I don't know.

Mr. Phillips: If they do, that would indicate that even the railroads accord two classifications on weights on drivers above 215,000 pounds, would it not?

Mr. Carter: In the instance of the firemen it was an arbitration award, and you could not say the railroads agreed to it of their own accord; but in the settlement with the engineers it was not an arbitration, and I think it can be truly said that they agreed to it voluntarily.

Mr. Phillips: I was referring to the settlement with the engineers, Mr. Carter.

Mr. Carter: Yes.

Mr. Phillips: You were asked, Mr. Carter, if you carried these rates of pay back to January 1st, 1907, in compiling these tables. I understood you to say that you did not do so. Is that correct?

Mr. Carter: No, I thought if I went back to 1907 and

brought it up to date, I was undertaking to do as much as I could do within the limited period of time.

Mr. Phillips: But for the engineers you went back to February 1st, 1907?

Mr. Carter: I went back in both instances to the wage settlements of the year 1907.

Mr. Phillips: That would be February 1st or April 1st, for the engineers and firemen, respectively, would it not?

Mr. Carter: I am quite sure that is right.

Mr. Phillips: In these other branches of industry, did you go back to January 1st, 1907, in taking their rates for that year?

Mr. Carter: No, I think it is much later in 1907 than that; I think you will find that the basic rates used in Table 7, for engineers and firemen, antedate the basic rates used for employes in other industries. I think so.

Mr. Phillips: Mr. Carter, I believe counsel for the railroads asked you a question about the practice of men laying off, intimating, to me at least, by the question, that engineers and firemen laid off a great deal more than employes in other lines of industry. Do you understand that to be the fact?

Mr. Carter: I think that is true. When business is good I do not believe the men can follow their engines, and they have to lay off, much as they would like to earn the money. They have to lay off.

Mr. Phillips: Then you believe if they do lay off, periodically or occasionally, it is because the hours have been too long or the labor has been too heavy, and they find it necessary to lay off to recuperate?

Mr. Carter: I would say that accounts for a large majority of the instances where men do lay off. I do not mean to say men do not lay off for other purposes. They may lay off because they are sick; they may lay off for a vacation; or they may lay off to give another fellow a trip.

Mr. Phillips: About these other industries that work on an eight-hour day, I understood you to say that as a rule when an eight-hour man was called to work he had a fair assurance of a day's work.

Mr. Carter: I don't think there is any question of the fact that the men in these industries, other than railroads named in this report, have a more fixed period of service ordinarily.

I mean to say that, for a guess, 99 per cent of the printers who walk into a printing office, work the full period of time.

I will confess it is possible for the foreman to walk over and say, "Well, you will have to go home," and I do not know whether there is any rule in their wage agreements that prohibits it. I have their wage agreement, but I have not had time to read it. I don't know that there is any rule, but I am going to say there would not be one instance out of many hundreds where such an incident would occur.

Mr. Phillips: Would you from your knowledge be able to say that it would be as likely to occur to one of them as it would to a yard engineer or fireman in the switching service?

Mr. Carter: I think you will find that men in other services are laid off and sent home just about as often as they do that for the switch engineer or switch fireman—not very often.

Mr. Phillips: It would be a rare exception in either event, would it not?

Mr. Carter: Yes.

Mr. Phillips: Now, about these road men, where they have a day for one hundred miles or less, or for ten hours or less, can you tell, from your own knowledge or experience, or information which you may have on the subject, what proportion of engineers and firemen get a day for less than ten hours?

Mr. Carter: So far as passenger men are concerned, they practically all do, on account of the high speed of their trains, and the intensity of the conditions of employment, mental and physical. They usually have a five hour day, and in the East practically altogether so, and it is considered that in passenger service a man does a day's work in five hours. It is true the rate is less in passenger service than it is in freight service; but as it applies to passenger service it is usually a five hour day.

As it applies to freight service, I do not believe that on some roads many freight trains get over the road at a less speed than ten miles per hour; and if you will take into consideration the hour or hour and a half they were called before the train left, and possibly a half hour on the other end of the trip, I do not believe they would ever make the trip in ten hours to the hundred miles.

Now, as I said yesterday, there are roads that, for some reasons best known to themselves, have never loaded these new

superheater engines to their capacity. I find that they are getting over the road in splendid shape, but it is because they are not loaded down. Whenever they load those engines down like they do on other roads, or on other engines, it will be the same old drag.

Mr. Phillips: Is it your belief, Mr. Carter, that the majority of engineers and firemen in freight service, the masses of them, the rank and file of freight engineers and firemen, give 100 miles or its equivalent in hours for a day's service?

Mr. Carter: If you will take them both collectively, I will say, in accordance with the schedule, yes; but there are times when a division is only 85 miles long, and the schedule specifically provides that 100 miles or less, or ten hours or less, shall constitute a day's work. In that instance they do not make the ten hours, and they do not make one hundred miles, but they do perform the service expected of them by the schedule.

In another instance there may be a one hundred mile division where, because of some specially undesirable feature, such as mountain grades, they will say, "We will give you one hundred and ten miles pay for it. It is only a one hundred mile division; but regardless of the time in which you go over that division we will give you this additional ten miles." It is not constructive mileage. It is a special payment for that grade.

Now, on other roads they will make a day of sixty miles, or six hours, or sometimes less than that, all to compensate for the heavy grade.

I think you will find that on the Denver & Rio Grande, in the mountain districts, the length of a day's service either in miles or hours, changes from mile post to mile post, on one division, according to the grade.

Mr. Phillips: An engineer or fireman going over that division would change his rate of pay from time to time.

Mr. Carter: I do not know how they do it, but I think where grades are a certain percentage, they have four hours per day, or forty miles per day, in order to earn a day's pay.

Mr. Phillips: Going back to the former question, you answered it in a general way. That is, you covered the exceptions. I would understand that there are exceptions, where an engineer or a fireman may not work one hundred miles or ten hours; but, generally speaking, and taking the two collectively, as I

believe they are taken in all schedules, do you believe that freight engineers and firemen give one hundred miles or ten hours' service for a day's work?

Mr. Carter: In through freight service?

Mr. Phillips: In through freight service.

Mr. Carter: I think there are very few divisions in the west that fall less than one hundred miles; but if there was a division of eighty miles, and a man ran from one terminal to the other terminal, he would receive the same rate of pay for those eighty miles, when paid on a mileage basis, as if it was one hundred miles.

Mr. Phillips: If he was ten hours making it, that would be the equivalent of one hundred miles.

Mr. Carter: If he were ten hours making it, he would be paid on the hourly basis; but if he were only eight or nine hours making it, he would receive the pay.

Mr. Phillips: Do you mean that he would receive additional pay?

Mr. Carter: He would receive the same pay as if he were ten hours making it.

Mr. Phillips: If he were ten hours he would receive no more pay?

Mr. Carter: Just the same.

Mr. Phillips: The schedules, however, provide that engineers and firemen will receive a day for one hundred miles or less?

Mr. Carter: Yes.

Mr. Phillips: Or ten hours or less?

Mr. Carter: Yes.

Mr. Phillips: If an engineer or fireman were thirty seconds under that schedule, each of them would be entitled to a day's pay, would he not, for that service?

Mr. Carter: Yes.

Mr. Phillips: If he moved an engine—I would not say if he ran an engine—but if he moved an engine thirty feet, under that schedule he would be entitled to a day, would he not?

Mr. Carter: Technically, yes.

Mr. Phillips: Do you think that is the practice?

Mr. Carter: Oh, no.

Mr. Phillips: Do you think any great proportion of men get their day's pay for any such service?

Mr. Carter: No, sir, but I want to say to you that technically ten hours or less means thirty seconds' work, and one hundred miles or less means ten feet of travel; but in practice no such abuse of it is ever thought of.

Mr. Phillips: I believe there is in the Bible the scriptural injunction, "Thou shalt not kill." Would you understand by that that you were forbidden to kill a fly?

Mr. Carter: No, sir, but that strictly and technically you should not kill anything, not even time.

Mr. Phillips: You were asked a question about divisions of engines, and grouping of engines according to weight on drivers. How do you account for the fact that on engines weighing we will say 200,000 pounds, on the Rock Island Railroad, engineers are paid the same rate as they are paid on engines weighing less than 80,000 pounds on drivers?

Mr. Carter: How do I account for it?

Mr. Phillips: Or can you account for it?

Mr. Carter: I cannot account for it. I will have to see Joe McCray.

Mr. Phillips: Is there any way to explain it?

Mr. Carter: Or rather, it is not McCray; I believe it is the Engineers' man. I cannot see how you could determine that on a large Pacific type engine weighing practically 200,000 pounds on drivers, you should not receive more pay than on an eight wheel engine weighing less than 80,000 pounds on drivers, not only on account of the weight of the engine, but the character of the service in which you always find these engines. If you find an eight wheel passenger engine, you do not find it running between here and Davenport, Iowa, on these big trains on the Rock Island. You find it somewhere else, where the exactions are not so great. Now, you find the great Pacific type engine, weighing say 200,000 pounds on drivers, in just such service.

Undoubtedly the engineer and fireman should receive more money for running one of these high grade passenger trains on the Rock Island from here to Davenport than for running perhaps some little two or three car passenger train with a little eight wheel engine weighing 80,000 pounds on drivers. They

earn more money for the company. Their responsibilities are greater. Their productive efficiency is greater, and there is every scientific reason for having a higher rate.

Mr. Phillips: Then are we to understand that your purpose in introducing this weight on drivers basis for fixing rates of pay for engineers and firemen is that the pay would be more fairly fixed?

Mr. Carter: I had in mind carrying out the expressed opinions of railroad officials, and particularly the statements of the chairman of the western managers to us in 1910, and the principal witness for the railroads in the Engineers' Arbitration in the East in 1912. I think he said they thought the men should have their wages graduated in accordance with their earning capacity for the company. I think they said: "We cannot get away from that principle." Now, we are adhering strictly to that principle. It is the other fellow who is trying to get away from it now.

Mr. Phillips: Mr. Stone, do you care to ask any questions?

Mr. Stone: In reaching a settlement with the operating officials of these various lines on wage agreements, is it not a fact that the managing officer is both the judge and the jury in the case?

Mr. Carter: He tries to be. Sometimes he is not.

Mr. Stone: In case you cannot reach an amicable agreement, the last resort, and really the only power the men have, after argument has failed, is a strike, is it not?

Mr. Carter: Yes.

Mr. Stone: Is it not also a fact that oftentimes men accept conditions as a basis of settlement that are not satisfactory, but accept them rather than go on strike with their men?

Mr. Carter: I think that 90 per cent of the cases are compromised. The men on the one hand are trying to get what they are asking for, and the company's official on the other is trying to keep them from getting anything, and they generally compromise on something, and the men do not think they have got enough, and the company thinks they have got too much, and there it is.

Mr. Stone: Referring back to the wage movements of 1906, 1907 and 1910, was either one of them satisfactory, either to the Firemen's Organization or the Engineers?

Mr. Carter: For the Firemen's Organization, I should say not.

Mr. Stone: Have you been able to have it put into effect on all the railroads in the western territory?

Mr. Carter: There is an evident desire on the part of some railroads not to do what the Board of Arbitration said they should do.

Mr. Stone: And the result is that the men did not get what the award gave them?

Mr. Carter: No, sir. Understand the award expired in twelve months after May 16, 1910, and I presume that lately either side would have the right to do what they wanted to do; but in wage matters there is only one side that can do anything, and that is the company. The men might want to make their wages higher, and they would have to go through negotiations. I think it is generally understood that when a settlement is made, even through arbitration, that settlement or arbitration award shall remain in effect until formal negotiations are taken up to change it; not remain in effect by law, but by consent of both parties. On these roads in the west they have refused to abide by the interpretation of the Firemen's Award, as interpreted by the Arbitration Board themselves. They say that it should be weight on drivers, and not size of cylinders.

Mr. Stone: Coming back to this question of wages being reduced during times of depression, is it not a fact that men in chain gang freight service are largely piece workers, and their wages are automatically reduced during times of depression?

Mr. Carter: I think if we should reduce it to percentages, the losses of engineers and firemen because of reduction of business are much greater than the losses to the company.

Mr. Stone: Is it not a fact that on many of these roads, at the present time, we are experiencing the fact that men in chain gang freight service are assigned to regular engines, and the company refuse to put more men in the pools because it will break up that system?

Mr. Carter: I have heard so. I have no positive information upon the subject.

Mr. Stone: Is it not a fact that some of these trains are being held in the yards at terminals at the present time, for the men to comply with the legal time for duty required by the

Hours of Service Law, and are then run out as soon as their rest period is up?

Mr. Carter: I have heard so, but I cannot testify to the accuracy of that.

Mr. Stone: Coming back to the small switch engines at these small points, is it not a fact that at many of these places they are required to switch on the main line all the while, and keep out of the way of all first class and second class trains?

Mr. Carter: I think you will find that it is in the smaller yards where switch engineers and firemen are required to be on the main line most of the time.

Mr. Stone: In that case there would be just as much responsibility on the man in the small yard as on the man in the large yard, would there not?

Mr. Carter: Yes. There are other conditions that offset it in the large yard; but in the large yards they often switch all day, and never get out of the way of a first class passenger train.

Mr. Stone: Speaking of that yard, that little insignificant yard—"inconsequential," I believe was the word used, up at the end of a branch, that had ten trains a day; can you conceive of any small, inconsequential yard where they have ten of these modern trains a day?

Mr. Carter: I think when you have ten trains as big as they come today, it is not very inconsequential. I want to say another thing in regard to the small yard; sometimes men work just as hard in the small yards as they possibly can in the large yards. Sometimes in the smaller yards they never get a chance to eat, hardly. It is according to the business done, not according to the size.

Mr. Stone: Referring to that Mallet engine crew laying at the terminal two or three hours waiting to get out and taking the high rate, is it not a fact, if they were not there, if they were out on the road reeling off miles, they would still get the higher rate for that engine during that time?

Mr. Carter: Yes, sir, and if they had not been called until the proper time, they would have been in bed resting.

Mr. Stone: When you call a man off the extra board, he is called for any engine; he takes whatever rate he is paid for that trip, whatever rate that engine takes?

Mr. Carter: Yes.

Mr. Stone: For example, he may run a Mallet this trip and receive the higher rate and run an 8-wheeler the next trip and take the lower rate, is that true?

Mr. Carter: That is true.

Mr. Stone: Coming back to that question of being called for special service. I believe you said that the man was guaranteed the amount he would make on his run while he was on special service. Can you refer me to any rule in any schedule that guarantees any such thing?

Mr. Carter: I have such confidence in counsel for the railroads that when he says a thing is true I have gotten into the habit of saying yes. I don't know whether that is true or not.

Mr. Stone: Well, not desiring to question your confidence, I should like very much to have counsel for the railroads to submit to me a list of roads where they guarantee that that man shall be paid the same as he would make on his run.

Mr. Sheean: A regularly assigned man, was the question, was it not?

Mr. Stone: I think it was a regularly assigned man.

Mr. Sheean: I will try to look it up.

Mr. Stone: Going back to the continuity of service in other trades, if engineers and firemen were paid the high rates paid in many of the building trades, would it be necessary for them to work nights and Sundays and holidays?

Mr. Carter: I think one of the first demands, or, to use a milder word, propositions of the engineers and firemen, if they got the rates that are paid in other classes of service, they would protest against working more than eight hours. I think that would particularly apply to yard service.

The Chairman: Will you suspend now, Mr. Stone? We will take a recess to 2:30 o'clock.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

Mr. Stone: Mr. Chairman, unless the other side desires to ask further questions, we will not ask any more questions on the direct.

Mr. Sheean: We have no further questions.

The Chairman: Just one moment. A member of the Board desires to ask some questions.

W. S. CARTER was recalled for further examination, and, having been previously sworn, testified as follows:

Mr. Nagel: Mr. Carter, in speaking of the rule of seniority, I understand that you do not criticise the rule.

Mr. Carter: No, sir.

Mr. Nagel: But you do criticise the method of application?

Mr. Carter: No, sir. I criticised the conditions that made the adoption of the rule necessary.

Mr. Nagel: Then, if the adoption of that rule has removed the conditions, you have nothing further to criticise?

Mr. Carter: No, sir. I have explained, however, why some men apparently earn so much money, is because of their age, and should not be taken as typical of all the men in the service. For instance, of a hundred men, the ten oldest men would be able to earn ordinarily much more money than any other ten men of the hundred.

Mr. Nagel: Then, is it your opinion, that the human factor enters into it and accentuates an uncertainty which is inherent in the occupation itself?

Mr. Carter: It has been so considered.

Mr. Nagel: Do you think that the uncertainty or irregularity of employment, in the case of engineers and firemen, can be fairly compared to the uncertainty which obtains in the case of industrial wage earners?

Mr. Carter: If I understand the question, I will say that what is known as panics in mill industries, throwing men out of employment at certain intervals of time, we find on railroads sometimes two and three times a year. You will find the lists cut, and a lot of men out of service, while the general business of the country is not affected.

Mr. Nagel: Is there an uncertainty in the employment of engineers and firemen, which is constant?

Mr. Carter: Yes, sir.

Mr. Nagel: And against which it is more difficult to guard?

Mr. Carter: Yes, sir; except as I say, the older men, by seniority, are assured of constant employment.

Mr. Nagel: Is it for that reason that you seek to obtain, both an increase of rates and rules, to provide against the un-

certainty of employment, and to obtain a greater certainty of ultimate compensation?

Mr. Carter: With regard to the time and a half for over-time, I think we all recognize that if we secure that in this arbitration, the railroads will call a new man rather than have another man remain on duty nearly sixteen hours, we will say. It will be cheaper for them to do so, and by that means we limit the earnings of a man to a reasonable day's work, and there will not be so many men thrown out of employment.

Mr. Park: Mr. Carter, regardless of seniority, is it not a fact that the work is gauged by the wishes of the men; that is, on certain runs where three men are assigned, is it not a fact that if the men so elect, four men could be employed on that run?

Mr. Carter: Very often that is the case, but it is not always the case.

Mr. Park: Does not the seniority list affect the younger men more than the older men?

Mr. Carter: Yes, but there is a medium stage, call it the chrysalis stage, when you are changing from a fireman to an engineer. A man who has a high paid passenger run and is promoted, usually finds his earnings are decreased, although he is an engineer after his promotion and was a fireman before, because he then becomes an extra engineer, while he has abandoned the best passenger run, perhaps, on the road, and he has to make his struggle over again, with the understanding that some times when he is cut off the extra list, he gets a better job of course, gets the passenger job back; but, the fact remains, as his age accumulates there is an ascending scale, and then as there is a promotion he starts down from upward. But, there is a period of perhaps of from one year to ten years, varying on different roads and on different occasions, where a man who is a fireman on a regular engine and who is then the engineer on the extra list, is probably earning less than he earned before his promotion, and in that way it is very precarious.

Mr. Park: Is not that condition of employment due to an adjustment made by the men themselves, as to seniority, and not on the part of the railroads?

Mr. Carter: I think it is a necessary condition as long as we promote men. If we hire engineers, they suffer worse. be-

cause when this depression sets in they have no work at all. They are like the firemen. They are out of a job.

Mr. Park: That is all due to seniority, is it not?

Mr. Carter: No, sir; somebody has to go probably, and it is the young men who go instead of somebody else.

Mr. Park: That is seniority. The youngest man goes, and the oldest man holds the position.

Mr. Carter: The only effect that seniority has upon it is the rigid rule as to who will go. If it was not for seniority they might pick out a man who has been there eight years and say "We do not need you. You go."

Mr. Park: The employed engineer has no seniority on the fireman's list.

Mr. Carter: The employed engineer, no, sir.

Mr. Park: He has no seniority as a fireman. He cannot go back as a fireman.

Mr. Carter: And he suffers worse than the promoted engineer.

Mr. Park: That is all I care to ask.

Mr. Nagel: You understand, I am not endeavoring to cross-examine. I want to get what light I can, in view of what I have listened to.

Mr. Carter: Yes.

Mr. Nagel: In opening your statement you undertook to give the grounds on which you claim rates and rules should be predicated. I understood you to say that it was chiefly the responsibility and efficiency of the engineers and firemen, and that perhaps these factors could best be gauged by the weight on drivers. Is not that true?

Mr. Carter: Not exactly in my statement; almost, but not quite.

Mr. Nagel: Substantially that?

Mr. Carter: I can explain the difference.

Mr. Nagel: Your statement is in the record?

Mr. Carter: Yes.

Mr. Nagel: Afterward you intimated that in certain contingencies the rule of profit-sharing might be invoked. Now I should be glad to know whether you think that the rule of profit-sharing would be a safe guide in a case of this kind, in which

you ask for an increase of rates and for better rules, and for a standardization at the same time.

Mr. Carter: I was asked that question, and my answer was, "Yes, if the men had supervision over the disbursements of the profits." Now, what I meant—perhaps that was in a jocular manner—I meant that if we could apply the profits, I thought we could manage to get a good wage out of it.

Mr. Nagel: Of course, the jocular element is not in the record, and I should like to know whether that rule, driven to its legitimate conclusion, would not present to us the question whether we could standardize rates for a profitable road, and for a road in the hands of a receiver at the same time?

Mr. Carter: No, I do not think that could be done. It would not be practicable.

Mr. Nagel: In other words, you are dealing with a condition, not a theory, and your demand really eliminates that consideration from the case, does it not?

Mr. Carter: Yes, except to this extent. I believe we were discussing the installation of electric locomotives, where the labor cost was greatly reduced, or the income of the same crew, and I made the remark that the profit sharing ought at least to maintain as high a rate in electrical service as was formerly paid in steam service.

Mr. Nagel: In other words, if your demands are to be met, it will be necessary to consider the services of the engineers and firemen upon their merits, regardless of the immediate condition prevailing in the country, and regardless of the condition of any particular road. You are asking for a standardization for the entire territory west of the Mississippi River?

Mr. Carter: Yes.

Mr. Nagel: And it will therefore have to stand on the merits of the men. Is not that so?

Mr. Carter: The merits of the men, or the merits of the evidence we present? Do you mean the merits of the men?

Mr. Nagel: I mean the value of their services.

Mr. Carter: Yes, I would take it so, but I confess that there are a great many exceptions to the rule.

Mr. Nagel: You can always obscure a record by making too many exceptions. I am trying to get at the general considerations.

Mr. Carter: Yes.

Mr. Nagel: Now, even so, we have to deal with particular conditions. For instance, economic conditions in different parts of this great territory may be different; the state laws may vary greatly within that territory, and so, to meet your views, we would have to eliminate all these things to arrive at a conclusion as to what the men ought really to have for their work; isn't that true?

Mr. Carter: I think that is the way it has to be done; taking everything into consideration.

Mr. Nagel: Now, you have given us the wages of employes in a number of industrial lines, and yet to arrive at that average wage you have to take the different wages that govern in different parts of the territory in question, and in doing that you really are compelled to emphasize a variation which you are trying to eliminate in your demand for standardization in your particular case; isn't that true?

Mr. Carter: I didn't catch that.

Mr. Nagel: Well, you have wages from 65 to 75 or 80 cents an hour in the industrial lines in different parts of this territory. You average them to show what a reasonable wage would be, and in doing it you have to admit that different wages obtain in different parts of this territory, the very condition from which you seek to escape with respect to your own demands?

Mr. Carter: There is no question of that. I think there is an effort on the part of all to standardize.

Mr. Nagel: Is there any reason in your mind why standardization should be insisted upon in reference to locomotive engineers and firemen, when it does not obtain in the usual industrial employments?

Mr. Carter: I think you will find that there is an approximate approach to standardization in the list of wages I showed you here, with slightly varying rates on account of conditions, but—

Mr. Nagel: Before we go to that, as I remember it, even in the large cities, there is a variation anywhere from 65 to 75 cents an hour; isn't that true?

Mr. Carter: I don't recall that. Do you mean between Bohemian unions and Hebrew unions?

Mr. Nagel: No, the men in a particular employment.

Mr. Carter: I don't think so, not in the same employment. There is that variation between one class of employment and another, yes, sir. For instance, a hod carrier does not get as much as a bricklayer.

Mr. Nagel: Have you any table to show what wages are paid other employes of railroads?

Mr. Carter: No, sir, I have made no investigation along that line at all.

Mr. Nagel: Have you any idea what a station agent gets?

Mr. Carter: No, sir, I have not.

Mr. Nagel: Do you think it would be fair to have something approaching equalization to all classes of employes?

Mr. Carter: I am quite sure station agents are greatly underpaid.

Mr. Nagel: That is an impression that I have.

Mr. Carter: I think you will find railway employes, as a rule, are a little bit underpaid. For instance, I think you will find in the city of St. Louis, from whence you come, that the agreements of boiler makers and machinists, with the industrial plants of that city, carry higher rates than the agreements with the railroads entering that city.

Mr. Nagel: Then, would a fair consideration of the question which we have before us involve a consideration of what other employes of the railroads ought to be paid?

Mr. Carter: I think not.

Mr. Nagel: It all goes to fix the responsibility of the carrier.

Mr. Carter: No, sir, I don't think so. I will tell you why I did not. I am sure that if railway clerks were just permitted to organize so that they could make their wants known, that they would get much more money than they get now.

Mr. Nagel: I am not disputing that. I am asking whether they ought to get more money.

Mr. Carter: They should get more, there is no question of it. A railroad clerk gets less money perhaps, cash, than he would get in any other line of employment, for his ability and the work he does; but you know, as a joke, they say he expects to be general manager, and that is part of his pay.

Mr. Nagel: I am glad he has some consolation. How do

the rates of engineers and firemen compare with the compensation of captains and pilots and crew on steamboats?

Mr. Carter: I don't know. I haven't any idea. I have read that the captains' pay on the ocean liners is very low, so much so that their presents or perquisites from the passengers amount to more than their salary. I am told that fifteen or twenty dollars tip to a Captain is almost beneath his notice.

Mr. Nagel: I don't know that that is so.

Mr. Carter: I understand that is so. I have been over the water, but I would not venture above the steward.

Mr. Nagel: That would only disclose the same conditions; it would not be much of an argument for retaining the low compensation, would it? But you don't know how much they get?

Mr. Carter: No, sir; but I have read that they get very low wages.

Mr. Nagel: Their responsibility and efficiency also are perhaps more like the responsibility and efficiency of an engineer and fireman than the ordinary occupation to which you would turn?

Mr. Carter: It is rather a supervisory responsibility, to see that somebody else does it instead of doing it himself. Of course, if it is to take a reckoning as to latitude and longitude, he has his first officer or assistant officer generally to do that. His is more of a supervisory capacity.

Mr. Nagel: Wouldn't you say the pilot has a good deal of responsibility?

Mr. Carter: The pilot in a harbor has great responsibility, but the wheelman at sea simply keeps his eye on the binnacle, and he does not know where he is, nor does he care.

Mr. Nagel: I have been with them at times—I did not think it was so simple.

Mr. Carter: In a storm, you mean?

Mr. Nagel: In all sorts of weather. However, you say you don't know what the rate is?

Mr. Carter: No, sir.

Mr. Nagel: I wondered whether it would be of interest to compare them. Not that it is conclusive at all, but it would be an interesting fact.

Mr. Carter: I understand that the wages paid on the Trans-Atlantic steamers are very, very low.

Mr. Nagel: How about the lake steamers?

Mr. Carter: They have had several strikes. I think they have succeeded in defeating them, and they are very low. The lake captains made the last effort, and they lost too. They have struggled, however, to benefit their condition.

Mr. Nagel: That is all.

Mr. Park: Mr. Carter, you say that the railroad agents are underpaid. How do you make that comparison?

Mr. Carter: I have always heard so. I don't know whether it is true or not; but I think they will say so.

Mr. Park: Well, are they underpaid, as compared with the wages of other railroad employes?

Mr. Carter: I don't know. I have always heard that the agents think that they are the least paid people, for the services they perform, in the country. I heard that or learned that while I was in train service, engine service, and I know they think they are awfully underpaid. Now, I do not mean to say all, because, there may be some I have no knowledge of that receive high rates of pay; but ordinarily, I mean.

Mr. Park: That is all.

Mr. Byram: Do you think it would be possible for the railroads to find the means to raise the rates of all their employes that are considered too low, including those of the enginemen, to the level that they think they ought to be?

Mr. Carter: I think that the wages in any industry should be commensurate, and I believe if the conditions which confront that industry are such that there is not the revenue, then the conditions should be changed.

Mr. Byram: Yes, if that were possible.

Mr. Carter: Well, I don't think that any request has been made for an increase in freight rates on the promise that they will increase the wages of these underpaid railroad employes. I believe you would get it, if you did that.

Mr. Byram: What I had in mind was the general statement that you made that all employes of railroads were underpaid.

Mr. Carter: I said ordinarily. Now, you take the telegraphers, and in the last fifteen or twenty years they have advanced their wages considerably.

Mr. Byram: They are still very much below the engineman and trainman, aren't they?

Mr. Carter: No, I think not. If you take a young man, when he first enters the service at some outlying train order office, compared with the fireman, I think he gets as much money or more than the fireman, because he only works nine hours, and he gets a month's pay for thirty or thirty-one nine-hour days. But, as he gets more important stations, why, he would get better pay.

Mr. Byram: You think his rate compares favorably with the fireman's?

Mr. Carter: I won't say that. I have not compared them.

Mr. Byram: What I had in mind was that this vast army of employes that conduct the business of the railroads, assuming that they are all underpaid, of course, to do away with that criticism would make it necessary to raise their pay. Now, considering the fact that the enginemen are only comparatively a small portion of the whole, to raise the pay of the whole number would require a vast sum of money, to a level that, in your opinion, would make them adequate payment. Do you think it would be possible for the railroads to find, under the circumstances, enough money to do that?

Mr. Carter: I think it would be. I am quite sure that any failure on the part of enginemen to get an increase was never reflected in an increase in wages of these other people.

Mr. Byram: That isn't what I meant. Of course if the railroads did not have the money, they could not pay it.

Mr. Carter: Even when they did have the money, they did not pay it.

Mr. Byram: It has never been undertaken—

Mr. Carter: I think the man who combines with his fellowman in other branches is immediately discharged.

Mr. Byram: I didn't get that.

Mr. Carter: I think, if a railway clerk, on most of the roads, should join the railway clerks' union, he would be immediately discharged. That is the only method.

Mr. Byram: I wasn't asking you about the method. Whether it would be possible to do what you think ought to be done, whether it would be possible for the railroads to produce

enough money to level up these low rates you speak of, and to place them where they ought to be.

Mr. Carter: I think so. I think if there were such a thing possible as to put it to a referendum vote of every man in the United States that, if every penny that he individually contributed in increased freight rates would go to these people, he would vote yes.

Mr. Byram: Yes, provided it was possible to get it.

Mr. Carter: Yes.

Mr. Byram: That is what I wanted to see, whether you had an idea or comprehension of the very large sum of money which would be necessary to do what you think ought to be done.

Mr. Carter: Yes, sir, it would take a great deal of money.

Mr. Byram: You think the railroads could get it?

Mr. Carter: I think so. I will tell you what I think. I think that there is a general public opinion, perhaps exemplified more extensively or intensively in the protective tariff theory than anything else, to show that the American people are willing to pay more for what they purchase, if it will help the American working man. I will not say the American working man gets it, understand, but that makes it possible for the American working man to get it, even though they import another cargo of immigrants to take the American working man's place.

Mr. Byram: That is all.

Mr. Nagel: Mr. Carter, you claim that if all the resources of the railroads were employed strictly for the railroad business, it would be possible to do more for all the employees than is now being done?

Mr. Carter: I don't get that, Mr. Nagel.

Mr. Nagel: I understood you to say, that if you had the management of the railroad, that a good deal could be done that is now not being done.

Mr. Carter: No, sir, I did not say that.

Mr. Nagel: It was not very far from that. What I want to lead up to is this: don't you think that the entire rate question of railroads ought to be considered, with a view to proper service for shipper and passenger, and proper condition for employes?

Mr. Carter: I think so, yes, sir; and I think the shipper, if you will limit him to the manufacturer out here, would want the railroad employes and general managers to work for about one-

third what they are getting now, so he would get lower rates. But, if you will refer to the consumer, the man who makes the final payment, I am quite sure that they are very liberal if they know where the money is going that they contribute.

Mr. Nagel: You do not think the shipper has learned the obvious lesson that good service depends upon fair compensation?

Mr. Carter: I think the shipper is as a rule selfish and is looking out for his own interests.

Mr. Nagel: Is he blind, too?

Mr. Carter: No, he is simply looking out for the shipper.

Mr. Nagel: Is he looking out for the shipper, if he insists upon unreasonable demands?

Mr. Carter: He acts like he was. He protests against any increase of freight rates, and he protests against any improvement of conditions that does not benefit him.

Mr. Nagel: Properly speaking, do not the interests of the shipper and the passenger and the employe of the railroad hang together? Is it possible to serve two at the expense of one?

Mr. Carter: Yes.

Mr. Nagel: Successfully?

Mr. Carter: Yes, I think that the shippers are not complaining of the increases in passenger rates that are now being instituted; but you just touch their freight rates and see how quickly they will kick. The passenger rates may increase right along and the shipper sits quiet and says nothing, but you just touch his freight rates, and hear him complain.

Mr. Nagel: I thought the truth was beginning to dawn on us. That is all I desire to ask.

The Chairman: Proceed with your testimony.

Mr. Phillips: Mr. Carter, you made the statement, I believe, in connection with a previous exhibit, that the earnings of engineers and firemen were variable for the first few years of their service with the railroad companies. Is that correct?

Mr. Carter: Yes.

Mr. Phillips: Have you compiled any data or information tending to show the variable earnings of engineers and firemen during the first few years of their service as such?

Mr. Carter: Yes.

Mr. Phillips: I have here a volume entitled "Earnings

of Locomotive Engineers and Firemen for First Few Years in Service, and Effect Thereon of Fluctuations in Railroad Business." Do you identify this as the work you have prepared?

Mr. Carter: I do.

Mr. Phillips: If the Board please, we desire to introduce this as Exhibit No. 8.

(The pamphlet so offered and identified was received in evidence and thereupon marked "Employees' Exhibit No. 8, received in evidence December 8, 1914.")

Mr. Phillips: Mr. Carter, will you please explain to the Board the manner in which this was compiled, and the tables that are contained herein prepared?

Mr. Carter: Almost a year ago, several months before an agreement was reached to arbitrate these matters, a question arose as to the real effect of fluctuations in railroad business upon the men in the service.

I think it was in January last that question forms were sent out to divisions of the Brotherhood of Locomotive Engineers and lodges of the Brotherhood of Locomotive Firemen and Enginemen, asking them to give certain information in regard to the number of engineers and firemen appearing on the lists at different times, and the earnings of the men but recently employed, and many other questions of that character.

The letter reached its destination in most instances, when it was learned that the local officials were reluctant to give the necessary information, or permit the members of these lodges and divisions to get information from the records. About that time, however, we received a letter from the chairman of the managers committee, Mr. Tinsman, who was the chairman at that time, saying that he had sent out a circular, and had suggested that any information that should be furnished would come through the managers committee, and very kindly offered to furnish us any information that we desired.

At the conferences it was agreed upon as to about what we wanted to know, and in the course of a few months, through the kindness of the managers committee, we received a large number of reports communicating the information that we desired. These reports were filed in sheet form, and were so used, because there was no time to wait for the binding; but finally they were bound in twenty-one volumes.

Mr. Phillips: Have you those twenty-one volumes here?

Mr. Carter: They are here.

Mr. Phillips: If the Board please, we desire to introduce the original twenty-one volumes. They are numbered consecutively. We offer them as corroborative evidence of exhibit No. 8, which is a compilation from these volumes, or a condensed statement of the information contained within the twenty-one volumes.

Mr. Nagel: That is a condensed statement is it?

Mr. Phillips: This is a condensed statement, the tables herein being derived from the information contained in the twenty-one volumes, and this is what I presume would be termed supporting evidence, or supporting data.

The Chairman: Have you more than one copy of these records?

Mr. Phillips: These, Mr. Chairman, are the originals furnished by the railroads. I do not think we have duplicate copies; and if you will pardon the suggestion, I doubt if it will be advisable for the Board to refer to these; but they are here for the information of the Board, for reference, if you deem them advisable.

The Chairman: And not to be offered as a part of the record in this case.

Mr. Phillips: They are simply filed as an exhibit for the purpose of information corroborative of this exhibit No. 8.

The Chairman: In order to avoid that, you may just offer to file them and we will keep them for such purposes as we may desire in the consideration of this case. Otherwise you would have to have a copy made in order that one copy might be filed with the court record, and another transmitted to the Board of Mediation at Washington.

Mr. Phillips: That is entirely satisfactory, Mr. Chairman.

The Chairman: Yes.

Mr. Phillips: We will file them for the reference and information of the Board of Arbitration.

The Chairman: Yes.

Mr. Stone: One thing I desire to make plain is, if there is any question in regard to any of the figures in this Exhibit 8, here is the data to prove it. It is simply corroborative.

The Chairman: Very well.

Mr. Phillips: That being true, will it be proper or necessary, Mr. Chairman, that these volumes take an exhibit number?

The Chairman: Not at all. If they took an exhibit number they would become a part of the record, and as such a copy would have to be filed here and a copy transmitted to the Board of Mediation at Washington; and it is to avoid that that I make the suggestion that you just simply offer them as information.

Mr. Phillips: If there is no objection on the part of the other side, we are perfectly agreeable to that, and the exhibit numbers now on each one will be disregarded, and we will number our next exhibit accordingly.

The Chairman: Yes.

Mr. Phillips: This information, I understand, Mr. Carter, was furnished you by the railroads?

Mr. Carter: Yes, sir.

Mr. Phillips: By mutual agreement?

Mr. Carter: Yes, sir.

Mr. Phillips: Upon request of the representatives of the engineers and firemen?

Mr. Carter: Yes.

Mr. Phillips: On page 4, Mr. Carter, of your exhibit, is a form designated form 15. Is this similar to the forms contained in these volumes, which have just been referred to the board?

Mr. Carter: This form 15 extends over two pages and should be so read. Reading from page 4 to page 5. It is a reproduction, as near as practicable in its original form, of a typical form 15. This is the Colorado & Southern Railway, but the same form is practically used for other railroads.

Mr. Phillips: Will you explain this form, Mr. Carter, and some of the information brought out in the detail?

Mr. Carter: By reading the left column, numbered from one down to eight, across the two pages, you will note the questions asked; and then under the different headings of seniority districts, you will note that it applies as applied to each of those seniority districts.

The last column shows the same information for the entire road. It shows the number of engineers on the Engineers' List on February 1, 1913. It shows the number of engineers on the Engineers' List on February 1, 1914.

It shows the firemen on the Firemen's List for both of the dates named.

The third question, question 3 (a), shows the number of years of seniority as an engineer, of the oldest firemen firing on February 1, 1914, and gives the name of the oldest fireman in each seniority district.

For instance, the Wyoming Seniority District, the oldest fireman on that district was named T. J. Krafezik. He had three years seniority as an engineer. That is, three years had elapsed since he was first promoted to the position of an engineer, and yet at the same time, February 1, 1914, he was back firing.

Now, in the Ft. Collins Seniority District, a man named Smith only had one-quarter of a year's seniority as an engineer.

On the Clear Creek Seniority District, the fireman had ten years' seniority.

On the Pueblo Seniority District, he had four years' seniority.

Platte Canon Seniority District, fourteen years.

Leadville-Gunnison, twelve years' seniority.

Southern District, four years' seniority.

Now, that does not mean seniority as a fireman, but as an engineer. That is, these men had been running at the dates named before.

There are some explanations, however, following three 3(b) that are not clear in my mind.

For instance, on the Clear Creek district it is said that so far as G. Williamson is concerned, he has ten years seniority as an engineer, yet they say "Used him in emergency cases only". Evidently the seniority does not apply there.

The totals for the road are shown as I have stated, in the right column.

Mr. Phillips: And down on the next page of the same table are shown—

Mr. Carter: The number of engineers.

Mr. Phillips: The number of engineers set back firing?

Mr. Carter: Yes, the number of engineers set back firing as of February 1, 1914.

The number of engineers on the extra list.

The number of firemen who are on the Firemen's Extra List.

The number of firemen on each seniority district laid off

since the youngest firemen retained in the service was employed.

The number of engineers promoted since January 1, 1912.

The number of engineers hired since January 1, 1912.

And, the number of firemen hired since January 1, 1912.

Mr. Phillips: Mr. Carter, on that last I note the number of firemen hired since January 1, 1912, on that railroad is 235; the total number of firemen on the list on February 1, 1913, was 148, and on February 1, 1914, was 161. How do you account for that?

Mr. Carter: I cannot account for it unless the men were dismissed by the company because they could not fill the requirements, or they could not stand the work; or they could not stand the low earnings. I do not know which. Something was wrong; they wouldn't stay.

Mr. Phillips: This is a sample form, I understand?

Mr. Carter: Yes, form 15.

Mr. Phillips: You have a similar form for each of the railroads?

Mr. Carter: Yes, sir, I have them here in these volumes.

Mr. Phillips: Yes, I so understand. The next page now, page 6, I find form 16. Will you please explain the purpose of form 16?

Mr. Carter: Form 16 shows the wages earned as engineers, by engineers who have been promoted since January 1, 1912. This particular form is reproduced from the original for the Chicago division of the Illinois Central Railroad, known as form 16, and that extends over two pages also.

You will understand that there are many, many sheets just like form 16, but this is just one of them picked at random. I think you will find many of them very similar to this, on different roads.

Mr. Phillips: Mr. Carter, you say this form, as the caption indicates, shows the wages earned as engineers, by engineers who have been promoted since January 1, 1912.

Take the first one there, just for example, L. R. Proudfit; earnings shown in January, 1912, that would indicate that he was promoted in that month, would it not?

Mr. Carter: He would not have been reported on form 16 if he was promoted before that month.

Mr. Phillips: I would so take it from the caption of the

list. Now, on down the list, the amounts shown in the several months indicate his earnings as an engineer for those months.

Mr. Carter: Yes, sir.

Mr. Phillips: Some of the forms are blank down there; how do you explain that? That is the space following the month is blank.

Mr. Carter: I presume these blank months are months when he was cut off the Engineers' Extra List and back, firing.

Mr. Phillips: Then, the total at the bottom there would indicate his annual earnings as an engineer, would it not?

Mr. Carter: The total there is his earnings for the entire year, as an engineer. It does not show what he earned while he was back firing.

Mr. Phillips: No, but it shows his earnings for those several months, or for the months worked as an engineer?

Mr. Carter: Yes.

Mr. Phillips: During the year 1912?

Mr. Carter: Yes.

Mr. Phillips: And there is a continuation for the same man in the first column on the next page?

Mr. Carter: For the year 1913?

Mr. Phillips: For the year 1913.

Mr. Carter: Yes.

Mr. Phillips: You also show for January and February, 1914. In this particular case there apparently being no earnings, is that right?

Mr. Carter: I think he was set back in August, 1913, and did not run any more for the period covered in this report.

Mr. Phillips: The next page now, page 8, form 17, wages earned as engineers, by engineers who have been hired since January 1, 1912. Would this show the same information for hired engineers as is shown for promoted engineers in the previous tables?

Mr. Carter: Yes. You see the seniority district is not named there, but we have a circle figure 1 and the reference says there is "Only one seniority district on this railroad." That is the Canadian Northern Railway.

You will note that the lines are entirely blank from January to September, 1912, inclusive, and I account for this with the understanding that no engineers were hired during that period.

Business must have picked up in October, 1912, and November, and you see how these men went to work there, and when they went to work.

Mr. Phillips: It would appear from this sample form that these men who began work in the fall of 1912 continued in 1913, and many of them worked but little in 1913. Is that apparent?

Mr. Carter: There were some of them only made a month here and there. Some of them didn't make any. Now, it is possible some of those men might have been dismissed from the service.

Mr. Phillips: Now, on the next page, page 10, form 18, wages earned by firemen who have been hired since January 1, 1912, the same information is given for firemen?

Mr. Carter: Yes. That is the Hannibal Division of the Chicago, Burlington & Quincy Railroad. You will understand that there might be more pages than that. That is only a sample case.

Mr. Phillips: And they are all for different railroads, these are not for the same railroads?

Mr. Carter: No.

Mr. Phillips: These are samples for the purposes of explanation?

Mr. Carter: Just to show what those same forms in the twenty-one volumes would look like.

Mr. Phillips: The originals of these forms, as well as the originals for all the others, would be found in the volumes filed with the Board?

Mr. Carter: Yes; it makes up twenty-one volumes.

Mr. Phillips: I understood you to say, Mr. Carter, that all of these reports were furnished by the railroads?

Mr. Carter: Very kindly furnished by the railroads.

Mr. Phillips: Have you attempted to verify the accuracy of the figures contained therein?

Mr. Carter: No, sir, we would not have time to do that. We accepted the totals shown for each year as being accurate, and I do not know whether a check of those pages, or any of those pages, would show an inaccuracy. We have never attempted to check them because it would have been impossible for us to have done so in the limited time. Where it says, Proudfit

\$291.39, in 1913, we divided that by the number of months that he worked.

Now, please understand, that the average was unfair to the men, for this reason—well, maybe we can show it better by turning to page 9, which is the lower portion of form 17, for hired engineers.

You will note that on page 9, in the fifth column, is H. I. Moore. I took that name at random. The others are very similar. You see that he worked in November and December in 1912. Now, in 1913 he worked in January and February as a hired engineer, and then for March, April, May, June, July and August he did not earn a penny. He was laid off. Then he begins to work again in September, and he works all the rest of the time down to December, and his total earnings for the year are shown to have been \$763.

Now, in reaching his monthly average, in a way that was very unfair to him, I only counted the six months that he did work, and divided the total amount of his earnings by the six months that he did work; while really in fairness to the man himself the total earnings for the year should have been divided by twelve months, which would have shown his monthly earnings to have been just one-half of what I have shown them. I am taking the position that possibly he earned something at some other business during the six months that he was laid off.

Mr. Phillips: Would an engineer laid off under such conditions be permitted to enter the service of another railroad company as engineer, under the general schedule rules?

Mr. Carter: Sometimes they do, but not usually.

Mr. Phillips: Usually to enter the service of another company severs connection with the company by which laid off?

Mr. Carter: Unless there is a special arrangement. Take particular roads, like the iron ore roads up north, they expect their men in the winter time to go elsewhere and get employment if they can.

Mr. Phillips: Now, please turn to page 13, and explain this table briefly, in order that it may be understood,

Mr. Carter: This is inserted not really as a table, but as an explanation of how the conclusions reached in the tables were brought about, and perhaps to show what we had to do in order to accomplish results. It is given by roads, subdivided just as

they appear on the forms as furnished by the companies. You will find the number of engineers reported by each subdivision, and the number of computations which were necessary to reach the average earnings of a particular man per month.

By turning to page 14, which is a continuation of the same tabular statement, you will note, that in order to prepare this table, we had to make the following computations from the twenty-one volumes of original reports.

The total number of promoted engineers reported was 4,098.

The number of hired engineers reported was 1,296, and the number of firemen hired was 23,919.

Mr. Phillips: You give in a column there the number of computations. What do you mean by that?

Mr. Carter: Why, it is to show what work it was to get this up. There were over 60,000 computations to find the average earnings per month, and that was done twice.

Mr. Phillips: On the next page, page 15, without reading the entire matter, I note that you say a typewritten transcript was made, and average earnings reached, and so forth. This is compiled into five volumes. That is the substance of the paragraph.

Mr. Carter: The first paragraph there states:

“From the data found in the twenty-one volumes of forms 15, 16, 17 and 18, prepared by the railroads, and from information compiled therefrom in typewritten derivative tables I, II, III, IV, V and VI (six volumes), the information presented in this report is derived. For convenience this matter is presented in nine tables, as follows.” Now, where are the five volumes?

Mr. Stone: You took them away.

Mr. Phillips: If the Board please, there are five volumes, in addition to those already furnished.

Mr. Carter: Six volumes.

Mr. Phillips: And they are at your disposal for the same purposes of reference and information.

The Chairman: All right.

Mr. Carter: If at any time you want an explanation as to what those five volumes are, we shall be glad to make it, although I intend to do it here before we file them.

Mr. Stone: You had better do it now.

Mr. Carter: Can I get one of the volumes?

Mr. Phillips: I have no copy here.

Mr. Carter: I will send and get one of the five large volumes, and the small volume, number VI.

Mr. Phillips: In this first paragraph you say you have five volumes, and in the next paragraph, the two line paragraph, I note you say "Typewritten tables IV, V and VI were derived from information found in Forms 14 and 15 and have been bound in one volume."

Then the five which you have explained, and the one made up of other tables, constitute the six volumes which you have offered, do they not?

Mr. Carter: Yes.

Mr. Phillips: Now, please explain them.

Mr. Carter: This is Volume 1, of the five volumes, which are the first derivative tables from the twenty-one volumes. In these five volumes you will find the name of every man that appears in the twenty-one volumes, and opposite his name shows the number of months he worked each year, and his average earnings for each month for the years 1912, 1913 and 1914. Then, it shows the number of months he worked covering this entire period of two years and two months, and his average earnings for the entire period.

The last column shows the number of months in which he did not work at all during this period.

In reaching that conclusion I did not include any months antedating his first appearance in the reports. For instance, if he had appeared as an engineer or a fireman in December of 1913, I took it for granted that that was his first service; and, if he worked in December and did not work in January, but did work in February, I accepted it as a fact that he had only been in the service of the company three months, one of which months he did not work at all, and the other two he did.

There are five volumes of this typewriting, and I think an exact reproduction of the information obtained in the twenty-one volumes; except, instead of showing the monthly earnings here, are shown the average monthly earnings and the number of months worked. There are five of those, numbered from 1 to 5. This one which I have here, which we thought we were going to introduce and make it an official record, is taken from Form 15. There are three tables, tables 4, 5 and 6.

Table 4 shows the engineers longest in service, as such, firing locomotives on February 1, 1914.

Mr. Phillips: Does your table 4 as contained in the volume you are explaining there bear the same number as table 4 in the other?

Mr. Carter: It has nothing to do with it, except that the information contained in the exhibit was derived from this.

The tables were prepared for the purpose of preparing these tables. This is rather a second derivative table from the twenty-one volumes; and the reason I thought this should have been filed is, because, they have great bearing upon the subject, but we have only one copy.

Table 5 shows the number of engineers on the list February 1, and other information found in Form 15 filed by the railroads.

Table 6 shows information concerning firemen. But, upon these, first on the twenty-one volumes of original reports and then upon the six volumes of those averages, and the one volume there, this book, Exhibit 8, has been founded.

Mr. Phillips: This is a condensed compilation showing the totals and the averages and the details in a briefer form than it appears in the numerous volumes filed?

Mr. Carter: Yes, with certain modifications.

Mr. Phillips: Please turn to page 38 of your Exhibit 8. We have table 9 beginning on page 38, "Monthly Earnings of Locomotive Engineers Promoted on Certain Western Railroads since January 1, 1912, for the Months of February, June and October of 1913, and February, 1914."

This first table apparently is for the Atchison, Topeka & Santa Fe Railroad system (Eastern Lines). Why did you select those four months?

Mr. Carter: I selected February, 1914, because it was the last month reported; and for purposes of comparison I selected February, 1913, which was just the twelve month period preceding.

Then, I selected two other months, one of which usually shows the dull month of the year, which is June, and the other which usually shows the busy month of the year, which is October.

I showed for the Atchison, Topeka & Santa Fe and other roads, as will be noted in the index, what the earnings of the

men were who had been employed or promoted since January 1, 1912, for those four months.

Now, I am quite sure that with the exception of October, 1913, they will not show very much variation, except, as I said, June is usually a dull month, and you can see about where February of both years will fall, and you will notice how busy they were in October.

Mr. Phillips: You did not attempt to show the earnings for all months of that year, then?

Mr. Carter: Just for the four months out of the twenty-six month period I arbitrarily selected those four months, as showing how the earnings would vary in different months in one year's period, the purpose being to show that from February, 1913, to February, 1914, there were all kinds of variations in traffic, or, rather variations in earnings, which were almost the same as the traffic.

Mr. Phillips: Mr. Carter, you say February, 1913, and February, 1914, inclusive. That would be a thirteen month period, would it not?

Mr. Carter: Yes.

Mr. Phillips: You said 26 months; I think you meant 13.

Mr. Carter: No, I said that in this period covered here, a twelve month period, which is really a thirteen month period, it included all the earnings for all the men who had been employed or hired in the twenty-six months period since January 1, 1912.

Now, to show how completely that has been carried out, you find many names there where there is nothing opposite their names, and the statement is made, no services for these months.

Mr. Phillips: Have you compiled these tables for all of the railroads?

Mr. Carter: No, sir. By turning to the first page of the index you will note that the Atchison, Topeka & Santa Fe System was selected because it came first in the alphabet, and then it was a large system, and had not been selected in some of the other tables. You will find that is subdivided into Eastern Lines; Western Lines; Coast Lines; Grand Canyon Railway; Santa Fe, Prescott & Phoenix Railway; Gulf, Colorado & Santa Fe Railway; Gulf & Interstate Railway, and Texas & Gulf Railway.

That is the Santa Fe System; and the reason they are listed here in that manner is because that is the way they are listed in the reports of the railroad Forms 16, 17 and 18.

Mr. Phillips: Showing the different divisions and different seniority districts?

Mr. Carter: Yes. That is one railroad.

The next railroad selected was the Chicago, Milwaukee & St. Paul System, that being subdivided into Eastern Lines; Puget Sound Lines; Bellingham & Northern Railway, and Tacoma Eastern Railroad.

Now, that was not an arbitrary arrangement. That was just as they appeared on the reports of the railroad.

The next railroad was the Great Northern Railway, which has no subdivision.

The next was the Minneapolis, St. Paul & Sault Ste. Marie Railway, without subdivisions.

Then comes the Missouri, Kansas & Texas Railway System, subdivided into Missouri, Kansas & Texas Railway; Beaumont & Great Northern Railway; Texas Central Railroad; and Wichita Falls & Northwestern Railway.

Then, the next and last system selected was the Missouri Pacific Railway System, made up of the Missouri Pacific Railway and the St. Louis, Iron Mountain & Southern Railway.

Now, in the selection of those roads I tried to select roads typical of the different sections of the country, with probably the exception of the Great Northern, and the reason I included the Great Northern was to show how greatly the fluctuations in traffic affected engineers and firemen, and then, another road that was selected for a specific purpose was the Missouri, Kansas & Texas, which showed that, for some reason, there had been but very few men employed; and, if you will turn to the Missouri, Kansas & Texas, you will notice there is a very slight fluctuation as reflected in this report. Therefore, taking the Missouri, Kansas & Texas as one of the roads that shows the least fluctuations, and the Great Northern as the one that shows the greatest, the others would probably fall between; but, I think the roads selected are typical of the entire territory.

Mr. Phillips: Was your reason for not including all roads in this tabulation, the voluminous nature of the matter—it

would have made more than the twenty-one volumes, wouldn't it?

Mr. Carter: I didn't care so much about the size of the book, but it made so much work for us to do that we could not do it, we didn't have time to do it, and it would have been too expensive to do it.

Mr. Phillips: You said these figures, where they appear in the adjoining columns under the earnings of the engineers, for the different months, promoted engineers,—

Mr. Carter: Table 9?

Mr. Phillips: Table 9, on page 38, that where amounts are shown that would indicate months in which the engineers worked as engineers.

Mr. Carter: Yes, sir.

Mr. Phillips: And where a blank appears, that would indicate—and I think in parentheses it is stated from place to place, that there was no service for those months—take page 46 for example.

Mr. Carter: There are two blanks there on page 38. For instance, on the Southern Kansas division, the Middle division and the Oklahoma division of the Eastern Lines of the Santa Fe, there were no firemen promoted at all during the period since January 1, 1912; while, taking the last line on that page, on the Arkansas River Division, you will notice that Thomas E. Stanley's name appears, but no amount is shown as earned for any of the four months here reported. I only show four months out of the twenty-six. It so happens that he did not earn anything in those four months.

Mr. Phillips: Presumably Stanley was promoted subsequent to January 1, 1912, but did not work at any time in 1913.

Mr. Carter: Not during those four months.

Mr. Phillips: Do you use these four months all the way through?

Mr. Carter: All the way through I have taken these four months, to show the effect of the fluctuation in business during a one year period or a thirteen months period, on the earnings of the man.

Mr. Phillips: On page 46, I just picked out one there that seemed striking, it seemed indicative of the variations, J. C. Dudley, in the month of February, 1913, earned \$17.70.

Mr. Carter: \$17.70 in February, 1913?

Mr. Phillips: And, in June \$26 and some cents, and in October \$81 and some cents, and nothing in February, 1914.

Mr. Carter: That shows—

Mr. Phillips: That is on the Chicago, Milwaukee & St. Paul Railway.

Mr. Carter: You will notice that he earned as high as \$81.49 in October, which is a great deal more than he earned in the other three months combined.

Mr. Phillips: Now, turn to page 71, please. I believe, Mr. Carter, you explained these blank lines under the Atchison, Topeka & Santa Fe Railway System, shown on Table 10, monthly earnings of Locomotive Engineers, hired. Would we understand from that no engineers were hired at all on any of those divisions since January 1, 1912?

Mr. Carter: On that page—

Mr. Phillips: Page 71.

Mr. Carter: On page 71, Chicago terminals, Illinois Division, Missouri Division, Eastern Division, Southern Kansas Division, Middle Division and Oklahoma Division, no engineers were hired since January 1, 1912.

Mr. Phillips: On the adjoining table, Western Lines, C. A. Winberg, there appears all the way across the page a leader line and no earnings shown. Would that indicate that Winberg had been hired subsequent to January 1, 1912, but did not work in 1913 during these particular months?

Mr. Carter: That is the intention. Now, without referring to the original reports, I cannot tell what months he did work in, but by referring to the original forms 17 and turning to that division and that railroad, you would find just what months he did work during this twenty-six months' period.

Mr. Shea: This only goes to show that he did not work these months?

Mr. Carter: All this indicates that, during the four months selected, to show the fluctuations in earnings, this man did not earn anything, although he appeared on the railroads' report. Now, I have not included them here for any purpose except I wanted to include all the men reported on that division. It might be that Winberg was dismissed, I don't know.

Mr. Phillips: Now, turning to page 86, Table 11, this continues through, I think, a large number of pages.

Mr. Carter: Table 11 extends from page 86 to page 243, making up 158 pages, reporting the names of the firemen who were hired on these railroads in this twenty-six months' period.

Mr. Phillips: Are these the same roads for which the engineers, promoted and hired, are shown?

Mr. Carter: Same roads and same divisions except this is taken from the railroads' form No. 18.

Mr. Phillips: That is the sample form shown in the front of the book?

Mr. Carter: Yes, sir.

Mr. Phillips: And the same information as shown for hired engineers would be shown here for hired firemen?

Mr. Carter: Yes.

Mr. Phillips: I wish you would turn back to page 15 again for a moment. Perhaps we can save some time here, if you will describe it very clearly. You have, under the head of tabular statements, presented in this statement a description of the tables which I have just briefly referred to. Will you please describe the tables and bring out what is shown therein, in a general way?

Mr. Carter: "Table I shows the number of Engineers (promoted), Engineers (hired), and Firemen (hired), who performed service during the months of February, June or October, 1913, or in February, 1914, as shown in tables III, IV and V, grouped as to monthly average earnings.

"Table II presents the same information in slightly different form."

This statement is made here that "of 4,098 Promoted Engineers, 2,249, or 54.88 per cent have earned for the months worked, an average of less than \$80.00 per month. Only 1,068, or 26.06 per cent have earned more than an average of \$100 per month for the months worked.

"Of 1,296 Hired Engineers, 518, or 39.97 per cent, have earned for the months worked an average of less than \$90.00 per month. Only 619, or 47.74 per cent, have earned more than an average of \$100 per month for the months worked.

"Of 23,919 Firemen, 10,786, or 45.09 per cent, have earned for the months worked an average of less than \$50.00 per month.

Only 2,423, or 10.13 per cent, have earned more than an average of \$80.00 per month for the months worked.

"In computing the earnings of Engineers and Firemen in Tables I and II (and in all other tables herewith presented), the months in which no service was performed are not considered, for it has been understood that during such months Engineers and Firemen have been 'laid off' on account of decrease in business. Had all months been considered, the earnings shown herein would have been a great deal less. A glance at Tables IX, X and XI will demonstrate this fact."

Now, here is a description of Tables 3, 4 and 5, which shows much that I have already stated, and there are some subsidiary tables there on pages 16 and 17 that bring out the details and what is meant by other tables.

Mr. Phillips: Taking this small table on page 16, Mr. Carter, the first one there, that shows first the number of engineers promoted in February, 1913. Do you mean by that the number of promoted engineers who worked in that month?

Mr. Carter: That means the number of engineers who were promoted since January 1, 1912, and whose earnings appear on the forms supplied by the railroads.

Mr. Phillips: Then the same would be true of June, would it?

Mr. Carter: June and October.

Mr. Phillips: And February, 1914?

Mr. Carter: Yes.

Mr. Phillips: And you next give their total earnings, of the promoted engineers in the months named?

Mr. Carter: Total earnings and average earnings. The purpose of these three tables is to compare the number of men, their total earnings, their average earnings, as affected by the fluctuations in business. Now, you will note the second table on page 16, is a comparison between February, 1914, and February, 1913, showing how the business varies, while the table at the head of page 17 is a comparison between October, 1913, and June, 1913, and shows how it will vary between what is generally the best month and what is generally the poorest month of the railroad's business for the year.

Mr. Phillips: Do these tables show that February, 1914, was less busy than February, 1913?

Mr. Carter: For every item except the number of promoted engineers in service as engineers, there is a minus sign there, which shows a decrease. The first column shows the amount of decrease; the last column shows the percentage. You will notice there is a plus sign opposite the first number in that column, which indicates that is an increase.

Mr. Phillips: That is, the number of promoted men in 1913, February, was greater or, rather, the number of promoted men in February, 1914, was greater than in February, 1913?

Mr. Carter: The number of promoted men serving as engineers.

Mr. Phillips: How does October compare with June, or with the other months?

Mr. Carter: The number of engineers employed in October, 1913, over June, 1913, was 955. Just eliminating the numbers and taking up the percentages, the number of engineers increased from June to October, including only the men covered in the reports of the railroads, 52 per cent. The total earnings of these engineers increased 84 per cent, and the average earnings increased 20 per cent. Now, for hired engineers, the number increased 30 per cent; total earnings of hired engineers increased 56 per cent, and average earnings per month of the hired engineers increased 19 per cent.

The number of firemen, October, 1913, over June, 1913, only considering the men found on these forms supplied by the railroads, increased 48 per cent. The total earnings of these firemen increased 68 per cent, and the average earnings per month increased 13 per cent, which shows even within a five months period how the earnings of the men are affected by fluctuations in traffic.

Mr. Phillips: Does this also show that October, 1913, was a very busy month, in that year?

Mr. Carter: The busiest month of the year I am quite sure. At least it would be indicated by the railroads' forms.

Mr. Phillips: Now, the total number of employes, Mr. Carter, as shown on page 17; the number on the engineers' list February 1, 1913, does that mean the total number of men on the engineers' seniority list?

Mr. Carter: This table here includes all the men in the service, not the men who have been hired since January 1, 1912.

This is from form 15. You will understand that form 15 covers all the men in service, while forms 16, 17 and 18 only affect men employed or promoted since January 1, 1912. Now then, these reports show that on all the railroads reporting the number of engineers on the engineers' list, February 1, 1913, were 31,915. The number of engineers on the Engineers' List February 1, 1914, one year later, was 32,038. The number of engineers on the Engineers' Extra List, February 1, 1914, was 5,229. The number of engineers set back firing, February 1, 1914, was 5,451, and so on.

Now, the Firemen's List, showing the same information, shows that the number of firemen on the Firemen's List, February 1, 1913, was 30,937. The number of firemen on the Firemen's List on February 1, 1914, was 29,645. The number of firemen on the Firemen's Extra List on February 1, 1914, was 7,197. And, I want to say here that I understand that those given on the extra list are also included in the larger number for the Engineers' List. I mean to say this, that a man would be on the Engineers' List and at the same time he may be on the extra list. The number of firemen laid off since the youngest fireman retained in the service February 1, 1914, was employed, was 6,086. That would indicate that on February 1st, on account of the depression in business, of these 30,937 firemen, 6,086 had no employment at all. The number of firemen hired since January 1, 1912, two years and one month, were 23,919.

Mr. Phillips: Then, apparently the force is practically renewed within two years, is it not?

Mr. Carter: Oh, I think you will find that is the usual case. I think if you take all the men who enter the railroad service as firemen and then find how many stay long enough to learn to run an engine, you will find it is exceedingly small. Of all the men who get to run an engine one trip—well so many of them fall by the wayside before they get these high priced runs I was talking about this morning—

Mr. Phillips: Then the 23,919 men would not indicate that that many had been added to the list, but that it had been necessary to hire that many in order to keep the number up to the requisite point?

Mr. Carter: I would say that that number of men entered the service and most of them found out that they didn't like it;

that their earnings were not high enough or that the work was too hard.

Mr. Phillips: On the next pages, Mr. Carter, 18 and 19, are two tables, Tables 1 and 2. Will you briefly explain those tables, please?

Mr. Carter: Well, in order to show the earnings of the men as reported on forms 16, 17 and 18, as furnished by the railroads, these two tables were prepared and they are identical, except in the arrangement. Table 1 is arranged in progressive groups, according to earnings, while table 2 is arranged to show the number earning less than stated amounts. For instance, if you will take for the promoted engineers, in table 1, you will see the number and the percentage that earned between certain amounts. In table 2 you will find those that earned less than certain amounts. This includes only 23,919 firemen.

Mr. Phillips: Would you understand from that, Mr. Carter, that 526 engineers, or twelve and a fraction per cent. earned less than twenty dollars per month?

Mr. Carter: 12 per cent or rather 12.84 per cent of all the engineers promoted—this shows that they earned less than \$20 per month.

Mr. Phillips: And 2,989 firemen or a little over 12 per cent, earned less than \$20 per month?

Mr. Carter: Yes, sir, about the same percentage.

Mr. Phillips: Is this figured for the whole twenty-six months, or for the four months shown in some of the other tables?

Mr. Carter: This is for the whole period.

Mr. Phillips: Not counting the month unless he worked part of the month.

Mr. Carter: It only counts the months that they worked. If a man worked every other month during the year his total earnings were divided by six instead of twelve, which, of course, was not an exaggeration of low earnings.

Mr. Phillips: The total number hired and promoted and so forth, would be the same as the totals in the other tables?

Mr. Carter: I think so.

Mr. Phillips: Simply segregating them in another way for the sake of making another comparison?

Mr. Carter: It is a different presentation of the matter found in the railroads' reports.

Mr. Phillips: Only fourteen of the engineers promoted or .34 per cent—that would be thirty-four one-hundredths of one per cent—earned more than \$170 per month—upwards of \$170 per month.

Mr. Carter: Yes, and about the same number, fourteen, and the same percentage, earned between \$160 and \$169.99—only thirty-four one-hundredths of one per cent. This other table over here is more communicative, I might say, because you get more information with less effort.

Mr. Phillips: All right, then, turn to the next table. The question I was about to ask you is this, Mr. Carter: You show 526 promoted engineers earning less than \$20 per month. You next show 768 engineers earning less than \$30 per month. Would these include the 526 first quoted.

Mr. Carter: Each succeeding number includes all above it. For instance, it is shown here that for engineers promoted, 82 per cent earned less than \$110 per month. Now, that includes all of those above in that same column.

Mr. Phillips: And hired engineers, 65 per cent earned less than \$110 per month?

Mr. Carter: Yes, sir.

Mr. Phillips: And, for hired firemen, 99 and a fraction per cent earned less than \$110 per month?

Mr. Carter: Yes.

Mr. Phillips: Turn now to the next table, Mr. Carter, on page 20, table 3. This appears to be an entirely different table. Will you explain this for us, please?

Mr. Carter: This is a table of totals taken from these five volumes.

The Chairman: What page is that?

Mr. Carter: Pages 20 and 21. I want to call your attention to the peculiarity of that table. In order to get all of those columns in, you will note the table extends over across both pages, and the table reads across both pages. In order to be able to trace the lines in each column, I repeated the name of the railroad on the right as well as on the left, so if you are looking at the right side of the page you can glance at the road there to see what the railroad is, and with the left the same

way; but it is all one table extending across the two pages, and you will note it is continued over and really makes four pages of tables for that form, pages 20, 21, 22 and 23.

Mr. Phillips: You have included all of the railroads here?

Mr. Carter: All of the railroads reporting on these forms, but only for the months of February, 1913, June, 1913, October, 1913, and February, 1914. It would be impossible to have reproduced these for all the months. It would have been too great an effort. This is a bigger job than I thought it was when I started it.

Mr. Phillips: Do these tables also show the variations in the month?

Mr. Carter: On each railroad.

Mr. Phillips: As to the average earnings?

Mr. Carter: Yes, sir, on each railroad.

Mr. Phillips: And show the number of engineers promoted, the number of engineers hired and the number of firemen hired on the different railroads?

Mr. Carter: Not exactly that way. It shows the number of promoted engineers who were promoted since January 1st, 1912, who worked during these months. You will understand that Forms 15, 16, 17 and 18 have nothing to do with men who were in the service previous to January 1st, 1912.

Mr. Phillips: I so understood, by your first explanation. Then for the purpose of further comparison you have selected these four months, four typical months you take them to be, and compiled the figures from which these conclusions are drawn?

Mr. Carter: Yes.

Mr. Phillips: And it shows the average earnings for the men working in these months, the men hired or promoted since January 1st, 1912?

Mr. Carter: Yes.

Mr. Phillips: Now, on page 24 begin table 4.

Mr. Carter: That is the same thing, except it is for hired engineers. Table 3 was for promoted engineers.

Mr. Phillips: You show for the same railroads and for the same months?

Mr. Carter: Yes, and if you will look at the bottom of the

page for each table, or the second page, you will find the general conclusions reached by reading the table.

Mr. Phillips: The footings in each instance are given on the second page following, that is, at the end of the next two pages, are they not?

Mr. Carter: Yes, sir.

Mr. Phillips: And, is table number 5 the same information for firemen?

Mr. Carter: Table 5 is the same information, but it covers firemen. You will notice the page includes a great many more figures.

Mr. Phillips: Now, turn to page 32, Mr. Carter.

Mr. Carter: Page 32?

Mr. Phillips: Yes, table 6.

Mr. Carter: Yes, sir.

Mr. Phillips: "Engineers longest in service (as such) firing locomotives on February 1st, 1914." What is the purpose of this table?

Mr. Carter: This table is taken from Form 15, and it shows the average age of all the firemen on all the seniority districts who were oldest in service as engineers. That is their average age as engineers.

We will take the Atchison, Topeka & Santa Fe Railway, Eastern Lines. There were six seniority districts reported. Those six oldest firemen had an average age of 3.83 of seniority as engineers, not as firemen, but as engineers. And, if you will go right down that list you will find for each railroad, and each subdivision of railroad, the number of seniority districts reported, that is, the number of oldest firemen reported; and the last column shows the average length of seniority as an engineer on February 1st, 1914. You will find that on practically all of the roads, engineers were firing the engines.

Where the circle figure 1 appears the reference note shows that no report was made by this railroad, that is, for this information. This railroad may have reported all of the information except this, but for this special matter there was no report by it.

You will find ordinarily the subsidiary lines. For instance, the first one shown is the Gulf and Interstate Railway, and the second one is the Duluth, Winnipeg and Pacific Railway. The Duluth, Winnipeg and Pacific Railway is a part of the Canadian

Northern Railroad, I understand, but they did not furnish Form 15 although they did furnish Forms 16, 17 and 18 for the Duluth, Winnipeg and Pacific Railway.

Footnote 2 shows "All promoted engineers were running on February 1, 1914," and you will see how few of all these roads there are where there was not an engineer firing an engine.

And, understand another thing, this only shows one engineer. I think that is a point that ought to be brought out. If you will turn back to page 4, 3 (a), the question is: "How many years of seniority as an engineer has the oldest fireman, firing on February 1st, 1914, on each seniority district?"

We will take the first district, which is the Wyoming seniority district. We see that that man, T. J. Krafezik, was the oldest man firing. That is, he had three years seniority as an engineer; but, I take it that that also means that every other engineer that had been promoted during those years was also back, firing, because under the rules the promotion takes place in the reverse order of their seniority, and in order to reduce Krafezik, who had three years seniority, you would have to set back all of the engineers who had been promoted since that time. If it was six years, it would include all the engineers that had been promoted for six years; so while I only show one name here, the length of time he has seniority as an engineer would indicate that there must have also been many other engineers set back.

Mr. Phillips: Then that might indicate, Mr. Carter, in this case, that numerous engineers having three years seniority, or less, were firing the engines on that division of that railroad?

Mr. Carter: Yes.

Mr. Phillips: Would you use that in support of your former statement that, in some instances, all engineers were found firing the engines?

Mr. Carter: I don't think it is an unusual experience, in times of great depression in railway traffic, to find all of the passenger engines and most of the regular freight engines, fired by men who have been promoted.

Mr. Phillips: Is it your purpose in bringing this out, Mr. Carter, to show the unusual time usually occupied by a fireman before he reaches that position that has been referred to here, I think, as a delusion, once or twice?

Mr. Carter: I didn't say that.

Mr. Phillips: Didn't somebody say that he looked forward with great hope to the time when he would be a passenger engineer on one of these high paid jobs?

Mr. Carter: That is mostly a delusion.

Mr. Phillips: I believe I heard it so referred to. But, your reason in bringing this out here is to show the great length-of time that may be occupied by a fireman in the service of a railroad company, passing through the periods of examination and promotion, and running an engine extra and going back to firing, running back and forth, running at times and firing at times until he finally has reached a point where his seniority would entitle him to earn fair and regular wages?

Mr. Carter: Yes, sir.

Mr. Phillips: Have you shown here by any figures the average length of time these firemen are worked on these different roads?

Mr. Carter: No, sir, I never made that investigation. In asking the question we really thought that that was asking too much.

Mr. Phillips: Mr. Carter, I read on one of the previous pages here, I don't know that I can turn to it right now—yes, page 17—

Mr. Carter: Yes.

Mr. Phillips: The first paragraph following the tabular matter at the top of the page, and the last sentence of the paragraph, "It appears, from this Table,"—referring to Table 6—"that the average 'age' as Engineer of each of these Firemen was 3.44 years."

Mr. Carter: Of all the reports for all the railroads and all the seniority districts, the average age as an engineer of the oldest fireman was 3.44 years, nearly three and a half years, the average throughout on February 1, 1914.

Mr. Phillips: Previous to that, each one of these engineers promoted had gone through the experience of a fireman, beginning as a fireman and going through the extra list vicissitudes until he finally got a regular job as a fireman and then he found himself as an extra engineer?

Mr. Carter: They thought they were engineers three and a half years before that. They discovered three and a half years later they were firemen.

Mr. Phillips: I believe you said that, for hired engineers, the conditions were even worse, because they had no job to fall back on when they were cut off the engineers' list?

Mr. Carter: Infinitely worse. They are like the firemen. When the fireman is cut off he generally hunts another job, and never comes back. He has got enough of it. One experience is enough.

Mr. Phillips: Is it probable, when they cut a man off one road, that jobs will be plentiful on another road?

Mr. Carter: Ordinarily, unless it is some local condition, when men are furloughed or taken off because of depression in business, the same depression has caused the same result on other railroads. Therefore, when men are out of employment on one road, it is useless for them to look for employment on another road. On the other hand, when business is so good on one road that they need engineers, the chances are that there are no engineers to hire, because they are all working at the jobs they formerly worked at.

Mr. Phillips: Now, turn to pages 34 and 35, table 7.

Mr. Carter: Yes.

Mr. Phillips: Fluctuations in employment of engineers. What is shown by this table?

Mr. Carter: This shows what Form 15 shows, as indicated on pages 6 and 7. It is a compilation of one table from all the railroads. It shows the total number of engineers on the Engineers' List by railroads, and so forth, all the way across. By the way, this table does not run across. It is a continued table from the bottom of page 34 to the top of page 35. The footings, however, are on page 35.

Mr. Phillips: Now, turn to page 36, Table 8. Does this give the same information for hired firemen?

Mr. Carter: Table 7 gives the information for engineers, and Table 8 gives the same information for firemen, and has the like footings.

Mr. Phillips: Now, for firemen, taking the Atchison, Topeka & Santa Fe again, being first out, for the purpose of exemplification it shows—

Mr. Carter: It shows 613 firemen on the firemen's list. 242 of them were on the extra list.

Mr. Phillips: That was the point I was about to bring out.

The totals shown are for both engineers and firemen?

Mr. Carter: Yes.

Mr. Phillips: Now, I understood you to say a moment ago that in times of business depression a great many of the men firing were engineers.

Mr. Carter: Always.

Mr. Phillips: Then, are we to understand they are still carried on the engineers' list?

Mr. Carter: And the firemen's list, both.

Mr. Phillips: Carried on both lists?

Mr. Carter: Yes.

Mr. Phillips: Are we to understand, then, that the number of firemen included on the firemen's list February 1, 1914, given as totaling 29,645, included any of those engineers, or did they appear in the engineers' list?

Mr. Carter: Of the 29,645 firemen reported in service February 1, 1914, 5,451 were demoted engineers; and in addition to that 7,197 appeared to have been on the extra list. That would leave of the total only 16,997 firemen holding jobs as firemen, who had been firemen, who had never been promoted to the position of engineer.

Mr. Burgess: May I ask a question?

The Chairman: Certainly.

Mr. Burgess: Pardon me, will you repeat the number of demoted engineers who were back firing?

Mr. Carter: Demoted?

Mr. Burgess: Yes.

Mr. Phillips: You will find that on page 35.

Mr. Carter: Page 35, the fourth column, number of engineers set back to firing February 1, 1914, total 5,451.

Mr. Burgess: Would that indicate that there were 5,451 firemen doing nothing at all when those engineers went back to firing?

Mr. Carter: It not only indicates that, but the reports show that there were 7,197 firemen doing nothing at all, men who had been firemen and perhaps had earned very high wages some months; but 7,197 of them were not earning anything on February 1, 1914.

Mr. Phillips: Mr. Carter, do these tables prove conclusively, to you, that your statement that the earnings of engi-

neers and firemen for the first few years of employment were comparatively low, is a correct statement?

Mr. Carter: I think this verifies my statement.

Mr. Phillips: Do you believe that these tables, and the information contained in this exhibit, also verifies your statement that the variability of an engineer's and fireman's work at the outset is very great?

Mr. Carter: Yes, I have used the word "precarious," and I think that conveys a true idea. Their earnings and their employment are exceedingly precarious, dependent on something over which they have no control.

Mr. Phillips: Then some of the older men, by reason of their seniority, may have comparatively well paid jobs, but a great many of those men are fighting the extra list, as it is commonly termed?

Mr. Carter: Yes, and I think I can safely state that very, very few of the men who enter the service as firemen remain long enough to have these high paid jobs permanently.

Mr. Phillips: It was asked here today by a member of the Board, I believe, who I am sure asked purely for information, if this was not a condition that could never be remedied. Now, is it not a fact that these variations will always occur, and that if we did not have seniority they might be far more burdensome on some men than they are at present?

Mr. Carter: It appears to me that the only effect of seniority is this, that the burden falls on the younger men. Without seniority the same burden would fall upon the same number of men, but the man who had charge of assigning the service would pick the men upon whom the burden would fall.

Mr. Phillips: But the fluctuation would not vary any more without seniority?

Mr. Carter: No, sir, the fluctuation would be there just the same.

Mr. Phillips: You stated, and I believe the title of your book would indicate, that this was all due to fluctuations in railroad business. Now, are these variations due entirely to fluctuations in railroad business?

Mr. Carter: **We started out to prove that**, but in some instances we proved something else. We proved that on some railroads it was not fluctuations in business, but that it was

fluctuations in locomotives. We found on some railroads that it was the big engine that did the work, not a depression in business.

We found on the Missouri, Kansas & Texas Railroad that they had not hired anybody during the rush period, and they did not have anybody to lay off, comparatively speaking, I mean. I began to want to know why it was. I have heard that the M. K. & T. Railroad is one of the prosperous southwestern railroads, and an investigation developed the fact that there were, I do not know how many fewer engines, but the engines they put in service there did the same thing and had the same effect that the depression in business had on other roads so far as the men were concerned.

Mr. Phillips: Then if a railroad introduces very much modern power, and is able to handle the same tonnage that it ordinarily handles, with one-half the locomotives formerly used, the effect on engineers and firemen will be just the same as if half the business has fallen off, will it not?

Mr. Carter: Yes, I think you will find that the builders of locomotives, particularly in their advertisements, which appear to be very attractive to railroad officials, because they send them out to them, make as their main claim that a railroad should buy the big locomotives, because on a certain railroad two of them took the place of five others, or 46 of them took the place of 100 others, so that with that many less engineers and firemen the same traffic can be handled.

The Chairman: Mr. Carter, Mr. Shea desires to ask you a question.

Mr. Shea: Mr. Carter, for the purpose of illustration, suppose on a seniority district there were fifty engineers and fifty firemen employed to handle the business under normal conditions, but because of a depression in business it became necessary to demote twenty-five engineers, what effect would that have upon the firemen's list as it stood under normal conditions?

Mr. Carter: Every reduction of a day's work, or loss of employment by an engine crew, is suffered by two men, an engineer and a fireman. Now, in the process of demotion, when extended down to the bottom, the men who finally suffer are the two youngest firemen.

Mr. Shea: Then, according to that, the entire fifty fire-

men who were firing under normal conditions would be cut off the firemen's list, in case they demoted twenty-five engineers?

Mr. Carter: Yes, that is, if there were fifty engine crews under good first class conditions, and the business of the road was depressed to one-half that, so that twenty-five crews could do the work, why, twenty-five of the oldest engineers would run the engines and twenty-five of the youngest engineers would fire the engines. And that is what the men want, understand. They would prefer to take their chances that way, than to take them the other way.

Mr. Phillips: Then if twenty-five big engines were bought, that would do the work of those former fifty engines, would not the effect be just the same, without any depression in business?

Mr. Carter: Theoretically, this statement will be made; but on a railroad with a given traffic that was handled by fifty engine crews, that is, fifty engineers and fifty firemen, one of the locomotive building establishments should take in exchange these fifty locomotives and deliver twenty-five of the modern locomotives, it would mean that twenty-five of the oldest engineers would run the twenty-five big engines, twenty-five of the youngest engineers would fire the biggest engines, and the fifty firemen would be out of a job.

Mr. Phillips: The effect would be the same whether there was a fifty per cent depression in business or the engines would handle one hundred per cent more?

Mr. Carter: After going into this investigation, I am convinced that the introduction of larger engines has exactly the same effect upon the precariousness of employment and earnings of firemen as a reduction in the traffic. I do not mean to say it has the same effect on the company. I mean on the men.

Mr. Shea: What effect would it have upon the company?

Mr. Carter: It would transport the same amount of traffic, and presumably bring the same earnings, with slightly more than half of the expense for engineers and firemen. The engineers and firemen on these big engines, you understand, will draw a higher rate than on the little engines, but the number would be decreased one-half, and they would pay each man more money.

Mr. Burgess: Mr. Carter, that would be permanent, would

it not? It would not be precarious. It would be permanent, would it not?

Mr. Carter: Oh, I guess you are right about that. There is this difference between the effect of the big engine and the effect of depreciation in business. The business can pick up, but the engines never will get little. I am glad you called my attention to that.

Mr. Phillips: That is all.

The Chairman: The witness is with you, Mr. Sheean.

CROSS EXAMINATION.

Mr. Sheean: Mr. Carter, that assumption of the installation of the larger engine proceeds on the theory that that is going on on all branch lines in the same way as on main lines?

Mr. Carter: Yes. I think you will find that as the evolution develops itself, the engine gets larger everywhere. That is, except on the scrap heap. There is where the little engines go.

Mr. Sheean: And the 80,000 pound engines, weight on drivers, are gradually disappearing?

Mr. Carter: Yes, gradually disappearing, and it has been argued by the manufacturers of locomotives that no such engines should be in use, that it would be cheaper for the railroads to junk them all and buy big locomotives.

Mr. Sheean: And reconstruct their bridges so that they would carry heavier weights on branch lines?

Mr. Carter: So far as branch lines are concerned, that might apply.

Mr. Sheean: Heavier rails also on the branch lines?

Mr. Carter: That might apply.

Mr. Sheean: And irrespective of whether there were just the two light coaches that you spoke of this morning, and that that was all the traffic they could get on the branch line.

Mr. Carter: I think you will find the traffic on these branch lines develops as rapidly as do the locomotives, ordinarily, that is, by the development of the country. For instance, when the branch line is first built, there are not many people there ordinarily, but the people begin to settle in that country and it develops its own business.

Mr. Sheean: Mr. Carter, just what effect does this change of the extra list have on your assigned service?

Mr. Carter: Explain to me just exactly what you mean by "assigned service."

Mr. Sheean: I mean the passenger runs that run every day at the same time, and the same crews man them.

Mr. Carter: I understand that recently the Pennsylvania Railroad has pulled off nearly one-third of its passenger trains, which were assigned runs before they were pulled off.

Mr. Sheean: And, then, upon those trains being taken off, the men who had those runs took the next best paying runs?

Mr. Carter: They went back into the freight service.

Mr. Sheean: They did unless they got something better than a freight run, to which their seniority entitled them?

Mr. Carter: Yes.

Mr. Sheean: Well, then, outside of the depression becoming so acute that they actually have to abandon trains, that they had before, the shutting off of the service or the decrease in service does not affect the men on assigned runs, does it?

Mr. Carter: Not the man who is so fortunate as to stay, but it does affect the man who has to move his position.

Mr. Sheean: What do you mean by the man who is so fortunate as to stay?

Mr. Carter: A man who is old enough not to be working on a run that is abandoned.

Mr. Sheean: Then on the passenger service, as to the abandonment of passenger trains, is it your observation that the passenger trains are getting less and less in number?

Mr. Carter: I understand, and I get this information largely from newspapers, that about a year ago the Pennsylvania Railroad, in the Eastern Rate Case, stated that they would have to abandon their passenger trains, and did abandon many passenger trains; and I have papers, where the people along the road held indignation meetings because there was not standing room in the trains they left.

Mr. Sheean: Now, Mr. Carter, is it your observation that the passenger trains are getting less in number in the Western territory involved in this arbitration?

Mr. Carter: I think they are getting greater all the time.

Mr. Sheean: Greater in number?

Mr. Carter: Yes, as the country develops.

Mr. Sheean: And as they get greater in number, so the

number of men who are not subject to this precarious hazard increases?

Mr. Carter: I think so.

Mr. Sheean: So that that part of the service, with the growth and development of the country, is getting more and more certain?

Mr. Carter: Yes, but—

Mr. Sheean: And, the earnings of both the engineer and the fireman upon the assigned runs remain fixed, certain and regular?

Mr. Carter: Yes.

Mr. Sheean: From day to day and month to month?

Mr. Carter: Yes.

Mr. Sheean: So that this precarious condition you speak of, in the last analysis, runs down to the class of service that is protected by what are known as extra boards?

Mr. Carter: No, sir.

Mr. Sheean: What other class of service has this precarious hazard that you speak of?

Mr. Carter: You find today many men who are firing engines, who had regular engines to run before the big engines came, or before business fell off. They were regularly assigned men.

Mr. Sheean: Can you give an instance of a man holding an assigned run who is firing now?

Mr. Carter: I cannot now, but I am quite sure it could be done.

Mr. Sheean: What other class of service than the service protected by an extra board suffers this danger of hazard or precariousness that you speak of?

Mr. Carter: A man may be ten numbers above this Engineers' Extra Board the first of a certain month. The first of the next month that same man may find himself on that extra board. The first of the next month may find him down ten numbers on the firemen's list. So it is not the class, but it is the individual that is affected.

Mr. Sheean: Can you answer the question, what class of service other than the class protected by an extra board does undergo this hazard?

Mr. Carter: I think ordinarily every one, except, as you

say, these assigned runs that the oldest men can hold, every man on the road is affected.

Mr. Sheean: Mr. Carter, in addition to the assigned passenger runs, way freights are assigned, are they not?

Mr. Carter: Yes, I think so, on most roads.

Mr. Sheean: Branch line runs are also usually assigned?

Mr. Carter: Yes, they are usually bid in.

Mr. Sheean: Bid in by the oldest men?

Mr. Carter: Yes.

Mr. Sheean: So that practically all the branch line service is covered?

Mr. Carter: I will not say bid in by the oldest men—by somebody.

Mr. Sheean: If the oldest man does not want it, then the next-oldest man, until they find a man who wants to take it?

Mr. Carter: Yes.

Mr. Sheean: And that is purely a matter of choice of the men?

Mr. Carter: Yes.

Mr. Sheean: All of that is protected by assignment, is it not?

Mr. Carter: No, I do not think so. The job is there but the men constantly change.

Mr. Sheean: Is that changed by reason of their exercising seniority?

Mr. Carter: No, except as I said, that if ten men have to walk the plank, seniority says which ten men will have to walk.

Mr. Sheean: Yes, and, outside of the extra service, or outside of the service that is protected by an extra board, can you tell of an instance in the assigned service where a regularly assigned passenger engineer has been demoted?

Mr. Carter: I cannot name him here, but I am quite sure there are plenty of cases.

Mr. Sheean: You speak of demotion, Mr. Carter. In the list which you have furnished here have you included all men who have qualified as engineers, even though they never ran as engineers?

Mr. Carter: I am quite sure that they are not included. If they are included, the railroad forms were not properly filled out.

Mr. Sheean: A person taking his examination and promoted as an engineer becomes qualified as an engineer upon such promotion, does he not?

Mr. Carter: He becomes qualified, but, he is not an engineer. He does not get a date until he runs, as a rule, on some road.

Mr. Sheean: Until he runs?

Mr. Carter: Until he runs.

Mr. Sheean: Assuming that he makes one run as an engineer in a busy time in the month of October that you spoke of—

Mr. Carter: Yes.

Mr. Sheean: His seniority dates from that date on which he makes his first trip as an engineer?

Mr. Carter: Yes.

Mr. Sheean: And, that may be the only trip that he makes as an engineer, and yet his seniority as an engineer dates from that time?

Mr. Carter: Yes.

Mr. Sheean: Now, I understood you to say that, in a list of 29,000 people who were firing on a particular date, about 5,000 were those who had at some time operated as engineers?

Mr. Carter: I so understood.

Mr. Sheean: That is, there were about twenty per cent of men on a date named in your form who, by reason of their apprenticeship, although firing on that date, were qualified to act as engineers when opportunity came and gave them that business?

Mr. Carter: I understand about twenty per cent of the real engineers, men who thought they were engineers for life, were back firing on February 1, 1914.

Mr. Sheean: Do you not think it is a proper practice that in railroad operation, in which the fireman eventually becomes an engineer, there should be in that service men who are qualified to become engineers with the expansion of business?

Mr. Carter: Without an expression of opinion on that special answer I will say that I think the practice we are discussing is proper practice.

Mr. Sheean: Of having about twenty per cent of those—

Mr. Carter: No, no!

Mr. Sheean: I will not limit the per cent, but, of having

available in the next order of promotion men who have already qualified by examination?

Mr. Carter: No, sir.

Mr. Sheean: To operate the engines as engineers?

Mr. Carter: You are mistaken. On some railroads firemen are required to pass annual examinations, and at the end of three years or three years and a half they pass their final examination and receive a certificate of qualification as engineers. Now, it is not necessary that that man should make one trip in order to be available. He is just as available before he makes the first trip as he is after he makes the trip.

Mr. Sheean: I understand you to say—I may be wrong about that—that on some roads his date of seniority began from the time that he was qualified, under their examination and rules, to operate as an engineer, and on other roads that it began from the time that he made his first trip?

Mr. Carter: On roads where engineers are hired, such a practice could not prevail.

Mr. Sheean: Now, that comes to another thing, the matter of whether the roads can or cannot hire engineers without promoting them is usually covered by schedule provisions, is it not?

Mr. Carter: Some provision.

Mr. Sheean: Some provision?

Mr. Carter: Yes.

Mr. Sheean: As to how many may be hired by the railroad instead of promoted; there is usually some provision in that regard, is there not?

Mr. Carter: Yes.

Mr. Sheean: And some schedules go as far as to prohibit the railroad company from hiring engineers as engineers, do they not?

Mr. Carter: I do not recall any special road, but I am quite sure some roads do that.

Mr. Sheean: There is that practice then?

Mr. Carter: On some roads.

Mr. Sheean: On some roads. As to other roads there are schedule provisions that only a certain proportion, or percentage, of the engineers shall be hired as engineers, and that all the rest shall be promoted from the ranks of the firemen?

Mr. Carter: Yes.

Mr. Sheean: So that the matter of hiring engineers, even during rush business upon particular roads, is not left entirely to the judgment and discretion of the management of those roads, is it?

Mr. Carter: I think that whenever, in their judgment, they want to hire ten engineers, unless, as I said before, business is good all over the country, they will certainly be able to hire those ten engineers, and experience in the past demonstrates that they do that.

Mr. Sheean: Assuming that their practice, their rule, their schedule provision or their understanding with their firemen is that they shall not hire engineers—

Mr. Carter: Well, where there are such rules, I think they are wrong, and I think they ought to change them.

Mr. Sheean: You think they ought to be changed?

Mr. Carter: Yes.

Mr. Sheean: And would you be willing to recommend to your organization that if there are any such rules on any of these railroads, that they be so changed?

Mr. Carter: I have long advocated that the promotion and hiring of engineers should depend upon the length of time that firemen are required to fire on a road before promotion.

Mr. Sheean: I mean that the particular provision that engineers shall not be hired—

Mr. Carter: I have told you what I would substitute therefor.

Mr. Sheean: But you do not think that is a proper schedule provision?

Mr. Carter: I think it is rather a narrow view.

Mr. Sheean: You do not approve of some agreement or understanding with reference to the percentage or proportion that shall be hired and the percentage or proportion that shall be promoted, do you?

Mr. Carter: I have advocated that for a long while.

Mr. Sheean: For a long time?

Mr. Carter: But, I have not been able to accomplish my purpose.

Mr. Sheean: But, perhaps they could not agree as to the percentage. But, you do agree—

Mr. Carter: No, I will say this much: I think it is a case of conservatism. What has been, remains, and I think that applies both to the hiring of the men and the promoting of them.

Mr. Sheean: It is a fact, is it not, Mr. Carter, that whether a railroad have the right to hire engineers or whether they must promote firemen, and, if so, in what proportions they may hire and in what proportions promote, are matters of discussion as between the railroad company and the organization?

Mr. Carter: I think it has been adjusted amicably to both sides. Where firemen have succeeded in getting a rule prohibiting the hiring of engineers, it has always been with the consent of the officials of that road.

Mr. Sheean: Oh, undoubtedly, but these agreements have been reached, have they not?

Mr. Carter: Yes.

Mr. Sheean: I suppose, an agreement always implies that it is with the consent of the parties making it.

Mr. Carter: I mean to say that there was no great pressure necessary to get them to consent to that.

Mr. Sheean: Mr. Carter, you do think, without limiting you to any percentage, that it is a proper and safe and prudent practice that a part of the force of firemen should be qualified to operate as engineers, even though they are not in charge of engines and drawing salaries as engineers on particular days?

Mr. Carter: I not only think that, but I know it to be a fact that, on practically all railroads, except where business has increased very rapidly, they have an abundance of firemen who would easily qualify. For instance, out of this city, I would not be surprised if you had firemen firing engines who, since they first began firing, have been in the service ten, twelve and fourteen years.

Mr. Sheean: But you have made no compilation of anything of that sort?

Mr. Carter: No, sir.

Mr. Sheean: In this exhibit at least?

Mr. Carter: No, sir.

Mr. Sheean: In this exhibit, Mr. Carter, as I get the form of request that was sent out—by the way, the form of that request was outlined by the proponents of this new schedule, was it not?

Mr. Carter: No, I will say the questions were asked and the Managers' Committee devised that form, and behind their backs I have complimented them.

Mr. Sheean: After your request was sent out, they submitted this general form to you, to see whether or not it did furnish all of the information that you sought to elicit by the questions?

Mr. Carter: I think so.

Mr. Sheean: And whether that was a satisfactory form on which to compile that information?

Mr. Carter: Yes, sir; that I think covers everything we asked them.

Mr. Sheean: Mr. Carter, if you will turn, please, to page 6, form 16, the heading there is "Wages Earned as Engineers," and I notice under the first name there, L. R. Proudfit, October, 1912, \$4.40 extended there. That indicates that Mr. Proudfit made just one trip as engineer that month, does it not?

Mr. Carter: To me that would indicate that in August, 1912, the list was cut, and in September, October, November, December, 1912, January and February, 1913, he was on the Firemen's List; and in October, 1912, he made a trip as an engineer.

Mr. Sheean: He made just one trip as an engineer, one hundred miles or less, ten hours or less?

Mr. Carter: Yes.

Mr. Sheean: And got \$4.40 for it?

Mr. Carter: Yes, that is what I would understand.

Mr. Sheean: In your monthly averages here that you have subsequently extended, you have shown Mr. Proudfit as earning \$4.40. He counts as one month and as one man, with one month's pay of \$4.40, does he?

Mr. Carter: Yes, sir.

Mr. Sheean: And that extends throughout all of these averages, that if a man made a single trip as an engineer, his average wage as engineer would average that one trip?

Mr. Carter: I think you will find that the real difference between what the engineer would have earned, had he not been set back, will be found by referring to form 17, hired engineers. That shows, I think, what is the true earnings of the engineer.

Mr. Sheean: Now, Mr. Carter, if in the month of October,

1912, Mr. L. R. Proudfit, shown as earning \$4.40 as engineer, also earned the sum of \$117.51 as fireman, do you think that your average in which you carry out his wage as \$4.40, is a fair average?

Mr. Carter: Absolutely fair, because if you will read the heading and read the introductory, you will see that the only purpose has been to show the earnings as engineers. Now, if it was not my purpose to put a danger signal there against anybody misunderstanding its purport, I would not have said, "Wages earned as engineers, by engineers who have been promoted." I think that the thing itself explains why it does not show all the earnings.

Mr. Sheean: Mr. Carter, this man, during that month, assuming that he did earn \$117.51, as fireman, and made one trip as an engineer, was practically a fireman during that month, was he not?

Mr. Carter: Except that trip.

Mr. Sheean: Except that one trip. And you average that one trip with the earnings through the other months included in that form?

Mr. Carter: Yes, sir, that is for promoted engineers and not for hired engineers.

Mr. Sheean: No, that is for a promoted engineer.

Mr. Carter: That is for a promoted engineer, yes, sir.

Mr. Sheean: Now, Mr. Carter, in all of the averages that you have obtained as to promoted engineers, does that ignore in the getting of the averages, any of the earnings that the man may have made as fireman during that same period?

Mr. Carter: It does not ignore that fact, because, if you will trace those volumes, I think that any man, who has been in close touch with the railroad business, can almost tell instantly when that man has been on the Engineers' Extra List, running as an engineer, and when he is back, firing during emergency running.

Mr. Sheean: Now, taking that same form, we will say on page 6, and beginning with the first item in it, Mr. L. R. Proudfit, he was promoted since January 1, 1912, and he earned as engineer, \$132.17.

Mr. Carter: The first month.

Mr. Sheean: The first month.

Mr. Carter: Yes.

Mr. Sheean: You don't know whether in that month, and before his promotion, he earned any other sum as fireman, do you?

Mr. Carter: No, I do not, but I am going to guess that he did not earn much.

Mr. Sheean: Mr. Carter, Mr. Proudfit's earnings there as engineer are carried out through the total year as being \$291.39.

Mr. Carter: Three months of which he did not work at all, and two months of which he only made emergency trips.

Mr. Sheean: In getting at your average earnings as engineers, under your system that you adopted, what did you show as an average earning for Mr. Proudfit?

Mr. Carter: I would have to go through these to find what form it is. You see there are so many of these forms, and at random I picked this out of the Illinois Central Railroad, and I would have to go through it. I can do that, however, if you have time—no, I haven't the Illinois Central in this book. The Illinois Central would fall in volume 2 or volume 3.

Mr. Sheean: Can't you tell from this exhibit on page 6, as to what amount of monthly earnings, or what class you put Mr. Proudfit in, whether he is a \$40 or a \$100 a month man?

Mr. Carter: I should say, for a guess, that he would fall within about the \$30 bunch.

Mr. Sheean: \$30 a month, engineers. And if it should develop that Mr. Proudfit, in fact, drew over \$100 a month during that entire year, averaged \$100 a month, that would not change the deductions that you are making from these tables?

Mr. Carter: I hope that you will not convince the Board that I am making deductions that I am trying to deny. I am telling you that the purpose of this table was to show the wages earned as engineers, by engineers, who have been promoted. Now, if it was my purpose to convey the idea that that is all that they earned, I would not have said "Wages Earned by Engineers, by Engineers."

Mr. Sheean: Well, Mr. Carter, I understood you to say this morning that after a man had gotten up in the firing service to where he got a reasonably steady wage as fireman and then when he was promoted as engineer, you had the ascending scale

and, then, as you described it, a descending scale, by reason of his becoming an engineer?

Mr. Carter: Yes, sir.

Mr. Sheean: And then have to go through all of this proceeding once more?

Mr. Carter: Yes sir, and sometimes three or four times.

Mr. Sheean: Now, taking the first example that we find here on page 6, if, in fact, in addition to all of the earnings, as an engineer, which you say Mr. Proudfit received, averaging \$30, or thereabouts, a month, he received over \$1200 as fireman during that same period, or during that same year——

Mr. Carter: I would say that he was a very fortunate individual, and no wonder his name heads the list.

Mr. Sheean: Let us take the second man then, Mr. Prouty. Where do you put Mr. Prouty as to his earnings as an engineer during that year? He is also a man promoted since January 1st, 1912, and this is beginning with the very month in which he was promoted.

Mr. Carter: Yes.

Mr. Sheean: Do you show earnings there as engineer of \$313.12.

Mr. Carter: Five months of which he did not work as an engineer at all?

Mr. Sheean: If, during that same year, from January to January, Mr. Prouty earned over one thousand dollars as fireman, making a total of thirteen hundred dollars, all during the year, or nearly fourteen hundred dollars, would that also show the dip in service that you spoke of, immediately following promotion?

Mr. Carter: Yes, sir, because if that is the practice on the Illinois Central Railroad, they are violating a well established practice on every other railroad, and if I picked out a road, the Illinois Central Railroad, that violates all the practices generally in effect, why, I was very unfortunate in picking out such a railroad. You will understand, that in 90 per cent of the practice that the man is actually promoted and placed on the engineers' extra list, and while he is on the engineers' extra list he does not do any firing; it is only when he is cut off the list that he does firing. Now, if the Illinois Central does not maintain an engineers' extra list and have their firemen doing their work, they

are doing an injustice to the firemen. They ought to promote them and make engineers of them.

Mr. Sheean: I understood this exhibit was of the men who were in fact promoted to become engineers, and was compiled to show the "chrysalis state" I believe you spoke of this morning, intermediate between the regular run and abandoning his run permanently as a fireman.

Mr. Carter: When I made that statement I did not have in view any road that is an exception to the rule.

Mr. Sheean: The only other one that is on this exhibit that I have the details of is form 17, on the next page, page 8.

Mr. Carter: I shall make inquiry to find out why, on the Illinois Central Railroad, they use firemen to run their engines.

The Chairman: Will you kindly suspend, Mr. Sheean? We will adjourn until 10 o'clock tomorrow morning.

(Whereupon, at 5 o'clock P. M., December 8, 1914, an adjournment was taken until 10 o'clock A. M., December 9, 1914.)



IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, December 9, 1914.

Met, pursuant to adjournment, at 10 o'clock A. M.

Present: Arbitrators and parties as before.

W. S. CARTER was recalled for further examination and, having been previously sworn, testified as follows:

Mr. Sheean: May it please the Board, in yesterday's proceedings Mr. Stone requested that I furnish to him a list of the roads where engineers performing special service were guaranteed the amount which they would make on their regular assignments. In pursuance of that request I have prepared a partial list, which gives reference to the schedule provisions from which the statement made yesterday was taken. I will begin with the Southern Pacific Company (Pacific System).

SOUTHERN PACIFIC COMPANY (Pacific System).

Art. 26. Engineers held at any point for special service will be paid one day's pay at the minimum rate of the division and for service so held for each calendar day on which no service is begun. When held at home terminals, the time to be computed from the time he should have been sent out in his regular turn. *Engineers on assigned runs so held shall receive not less than if not held off his run.*

THE MISSOURI PACIFIC RAILWAY COMPANY.

Art. 20. When an engineer is taken off his regular run to

handle an official special, or similar service, and does not make the regular allowance made on his regular run, *he will be allowed not less than such regular allowance, not including overtime.*

NORTHERN PACIFIC RAILWAY COMPANY.

Rule 89. When engineers are held for special service from their regular service (regular run, chain gang or extra list) the time so held, to a maximum of ten hours in any twenty-four hour period, will be added to the time or mileage made on the trip. If held and not used they will be allowed ten hours for each twenty-four hour period so held, at rate applying to engine and service in which last used.

Engineers so held will be paid not less than they would have earned in their regular service.

COTTON BELT ROUTE (St. L. S. W. Ry.).

Art. 40. Par. (e). The Company will select such engineers for special passenger service, as in its judgment is necessary. If the engineer (extra man excepted) selected for such service does not earn as much in the aggregate as he would have earned had he remained on his regular run, *he shall be paid for time lost.*

GREAT NORTHERN RAILWAY COMPANY.

Rule 17. When engineers are held from their runs or service, *their pay until their return to their runs or service shall not be less than it would have been had such interruption to their regular work not occurred.*

NEW ORLEANS, TEXAS & MEXICO R. R. Co.

THE BEAUMONT, SOUR LAKE & WESTERN RY. Co.

THE ORANGE & NORTHWESTERN R. R. Co.

Sec. 9. Regularly assigned engineers who may be held for special service or runs *will be paid the same as they would have made had they remained on their runs*, except compensation for special service is greater, in which case the highest rate of pay will be allowed.

ST. LOUIS, SAN FRANCISCO & TEXAS RY. Co.

FT. WORTH & RIO GRANDE RY. Co.

Art. 6. Sec. 1. Engineers held for special service at any point (if regularly assigned men), *shall be paid for time lost*

before being used, provided that the compensation received is less than on regular run.

ST. LOUIS & SAN FRANCISCO R. R. Co.

Art. 7. Sec. 1. Engineers held for special service at any point (if regularly assigned men), *shall be paid for time lost* before being used, provided that the compensation received is less than on regular run.

Other engineers will be paid one day at passenger rate for each twenty-four hours or fraction thereof, provided they would have made other mileage if not so held.

SAN ANTONIO & ARANSAS PASS RY. Co.

Art. 19. 1 (a). When an engineer is taken off his regular assigned run for other service, *he will be paid for all time or mileage actually lost* by such change.

SPOKANE, PORTLAND & SEATTLE RY. Co.

Rule 11. When engineers are held from their turn or train for special service on a run, *they will be paid not less than they would have received* had they remained on their regular run, and, if held at a point to await the return of such train, they will be paid at the same rate while so held.

ST. LOUIS, BROWNSVILLE & MEXICO RAILWAY.

Engineers losing time in special service shall be reimbursed for all lost time.

WESTERN PACIFIC RAILWAY.

Sec. 15. Engineers handling officers' specials, pay trains, or inspection trains will be paid at passenger rates. If taken off regular runs to handle such trains and do not make as much as would have been made on regular runs, *they will be allowed not less than their regular run would have paid.*

CANADIAN PACIFIC RAILWAY.

Art. 15. Engineers held off on company's business will be paid schedule rates for mileage lost, and extra men will be paid a minimum of one hundred miles for each day of twenty-four hours so held, and will be reimbursed reasonable expenses when away from home.

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY.

Art. 16. When engineers are assigned to regular runs or

engines and are held from such runs or engines for special trains or service they *shall be paid for the time lost on their run or engine.*

Mr. Stone: If I may ask, and this is digressing from the testimony of the witness—do you know that these men that are held for this service on these different roads are paid in accordance with these agreements you have just read?

Mr. Sheean: I have no knowledge. You asked me yesterday to furnish you a reference to any schedule provisions. I have no knowledge of the operations on any road, but I assume—I don't know that I have any right to make any assumption because I will say frankly I have no knowledge of any operations.

Mr. Stone: What I was wondering was whether they were paid according to this rule or whether it is another switch engine case like the Northern Pacific that we have referred to, where it was not paid so as to bring it before this Arbitration. Take the Minneapolis & St. Paul provision, I would like to call your attention to the reading of the article: "When engineers are assigned to regular runs or engines"—it does not say the great rank and file of men who are perhaps assigned to neither. The same is true of the Western Pacific where it says, "If taken off regular runs." The great rank and file of men are not on regular runs. The same is true of the Missouri Pacific, where it says, "When an engineer is taken off his regular run." It is safe to say that 90 per cent of the men are not on regular runs. The same is true of the San Antonio & Aransas Pass. It is a very easy matter to verify that a great percentage of the men are not assigned on either regular service or assigned runs. I have not had time to check it over. I question whether it is of very great importance, one way or the other.

Mr. Sheean: In order that there may be no misunderstanding, I want to call the Board's attention to the colloquy which took place at page 616 of the record.

"Mr. Stone: Coming back to that question of being called for special service. I believe you said that the man was guaranteed the amount he would make on his run while he was on special service. Can you refer me to any rule in any schedule that guarantees any such thing?"

“Mr. Carter: I have such confidence in counsel for the railroads that when he says a thing is true I have gotten into the habit of saying yes. I don't know whether that is true or not.

“Mr. Stone: Well, not desiring to question your confidence, I should like very much to have counsel for the railroads to submit to me a list of roads where they guarantee that that man shall be paid the same as he would make on his run.

“Mr. Sheean: A regularly assigned man, was the question, was it not?

“Mr. Stone: I think it was a regularly assigned man.

“Mr. Sheean: I will try to look it up.”

W. S. CARTER was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Phillips: If the Board pleases, Mr. Carter desires to make a correction or two in the record.

Mr. Carter: I find on reading that part of testimony reported on page 621 of the proceedings of December 8, that my replies to Mr. Nagel were perhaps inaccurate. I think a reading of all of my replies to Mr. Nagel would indicate that there was a failure on my part to concentrate my mind upon the questions asked and the particular correction I want to make is that where Mr. Nagel asked the question and in reply I say, “I didn't catch that.”

“Mr. Nagel: Well, you have wages from 65 to 75 or 80 cents an hour in the industrial lines in different parts of this territory. You average them to show what a reasonable wage would be, and in doing it you have to admit that different wages obtain in different parts of this territory, the very condition from which you seek to escape with respect to your own demands?

“Mr. Carter: There is no question of that. I think there is an effort on the part of all to standardize.

“Mr. Nagel: Is there any reason in your mind why standardization should be insisted upon in reference to locomotive engineers and firemen, when it does not obtain in the usual industrial employments?

“Mr. Carter: I think you will find there is an approximate approach to standardization in the list of wages I showed you

here, with slightly varying rates on account of conditions, but—

“Mr. Nagel: Before we go to that, as I remember it, even in the large cities, there is a variation anywhere from 65 to 75 cents an hour; isn't that true?”

“Mr. Carter: I don't recall that. Do you mean between Bohemian unions and Hebrew unions?”

“Mr. Nagel: No, the men in a particular employment.

“Mr. Carter: I don't think so, not in the same employment. There is that variation between one class of employment and another, yes, sir. For instance, a hod carrier does not get as much as a bricklayer.”

By referring to page 503 of the proceedings of December 7 you will note that I specifically stated just the facts that Mr. Nagel tried to bring out, but, for some reason, I did not grasp exactly what was meant. By reference to page 503, you will note that I do acknowledge that there is a variation of rates, and I want to apologize for my seeming inattention to your inquiry.

Mr. Nagel: No apology is needed.

Mr. Carter: I did not grasp it somehow or other.

Mr. Nagel: I am glad I am not in your place. I would probably be more confused.

Mr. Sheean: Mr. Carter, at the time of adjournment last evening we were talking of form 16, as shown on page 6, of your Exhibit No. 8. I think you stated, Mr. Carter, that in the compilations based upon this form 16, that the average earnings in every case was only the earnings as engineer.

Mr. Carter: Yes, sir.

Mr. Sheean: So that on form 16, the earnings of R. E. Williams for June, 1912, shown as one dollar, would be carried out in your averages as one man working a full month and earning one dollar as engineer.

Mr. Carter: As an engineer.

Mr. Sheean: As an engineer?

Mr. Carter: Yes, sir.

Mr. Sheean: Now, if, during that month of June, 1912, Mr. R. E. Williams earned \$109.46 as fireman, making some one special trip, or being called and not used as an engineer, therefore drawing one dollar as an engineer, do you think that the deductions which you base on the assumption that his earnings as an engineer were one dollar for the entire month, are sound?

Mr. Carter: I think that carries out exactly the intent of the table with this exception. At the time these deductions were made I did not know that it was the practice on any railroad to have firemen on the highly paid firemen's jobs to protect the engineers' extra board. I was of the opinion that when it appeared that engineers were earning some considerable amount, that that was earned as an engineer, but, if you will turn to page 12, I say: "It will be noted that in forms 16, 17 and 18, many blank lines appear for months after engineers and firemen first performed service as such. In almost every case these blanks in form 16 indicate that the promoted engineers have been demoted or set back, and were then serving as firemen."

Mr. Sheean: Well, Mr. Carter, if the practice which is evidenced as to the Illinois Central generally obtains upon these railroads, then the deductions which you have made here, are unsound, are they not?

Mr. Carter: No, sir, I could not answer that question affirmatively, because to do so is to convey a wrong impression. I will say to you that the practice set forth on pages 6 and 7 is not in general practice on the roads.

Mr. Sheean: Well, that is on 6 and 7, I understood you to say—

Mr. Carter: I meant to say 4 and 5.

Mr. Sheean: No, I think it is 6 and 7.

Mr. Carter: Six and 7, yes.

Mr. Sheean: If, Mr. Carter, it should appear that the total earnings of the men embodied in your form 16 as engineers was, during the period covered by that exhibit, about \$3,600,000 while the same men during the same period actually received \$5,400,000 as firemen, would you still say that that practice was not a common practice on these railroads?

Mr. Carter: I would say whatever statements they are, those cover it, because you cover a period. For instance, a fireman may work from January to June as a fireman and earn a considerable amount of money. He may work from June until December as an engineer and earn a considerable amount of money. Then, if you would make that statement for that entire year, it would be foreign to the intent of this exhibit.

Mr. Sheean: If, during the same month that a man draws one dollar as engineer it is found that he drew \$109 or \$110 as a

fireman, then would the deductions which you have drawn be sound?

Mr. Carter: Not in that special case, for that would indicate that that man was a bona fide fireman, not posing as an engineer, but, that in some emergency he had been called to protect the interests of the company in the absence of any extra engineers from that terminal. But, the other cases cited in Form 16 would indicate that instead of maintaining an extra list of engineers to do engineers' work, the engineers are holding down the high paid jobs as firemen, and therefore the firemen never get a smell of those good jobs. Proudfit, I understand, is back in freight service, which would indicate that there are many other engineers older than he. We will take Prouty and we will take Silver; and if it is a fact that those men are earning the wages shown there while serving as firemen, it is a most unusual procedure, and one I think very unfair on the one hand to the firemen who are deprived of an opportunity to occupy these high paid runs, and on the other hand to the hired engineer, who is walking the streets, without anything to do, and yet these firemen are doing the work that he should be doing.

Mr. Sheean: You have prepared this table, as I understood it, for the purpose of showing the fluctuations in employment?

Mr. Carter: Yes.

Mr. Sheean: If the fluctuations are, simply, that a man on one day is called an engineer, or makes a run as an engineer, while on the other twenty-seven days of these two Februaries that you have taken, he operates as fireman, the fluctuations would not be fluctuations in earnings, but fluctuations between whether he was designated an engineer part of the month and a fireman another part of the month?

Mr. Carter: It would be the fluctuations in his earnings as an engineer. But for the one case that you have just specified, there will be a hundred cases on Form 15 reported by the railroads that are not applicable to the proposition that you have just made. I will say that for one case that you have cited as appearing in the practice on the Chicago Division of the Illinois Central road, there will be a hundred cases, if not five hundred cases, where the men are actually promoted, and are on the engineers' extra list, and it shows all of their earnings

as engineers. Therefore, I would say you are right to the extent of a ratio of one to one hundred.

Mr. Sheean: Now, this exhibit, as I understand you—and that was all I was cross-examining you about—this exhibit does not purport to show the hundreds of instances, or any particular number of instances in which all of the earnings are shown under the heading of earnings as engineers in the case of promoted firemen?

Mr. Carter: In every instance every name that appears on Form 16, as completed by the railroads, is transcribed and the deductions are made therefrom. Unfortunately, we did not have two copies. We wanted to introduce that as an exhibit, and make it as much a part of this record as we could. I understand the Board has that, and I am going to make this statement, that where there is one case like you have raised here there are one hundred cases where the promoted man does not make a penny as a fireman.

Mr. Sheean: As I said, I am talking about the exhibit. Is there anything from your exhibit by which you can tell whether the figures which you have taken do or do not represent all of the earnings of the promoted fireman who was working as engineer?

Mr. Carter: You simply have to use your judgment.

Mr. Sheean: I am asking, whether, from the exhibit, Mr. Carter—

Mr. Carter: Do you mean to say from pages 6 and 7?

Mr. Sheean: Or any part of the exhibit.

Mr. Carter: Do you mean the exhibit?

Mr. Sheean: Yes. Take your Table 6.

Mr. Carter: I will say that Form 16 as here reproduced is only one of several hundred. Unfortunately I took one from a road where they use the high paid jobs of firemen as a basis of operation for their engineers, where they deprive firemen of the right of firing the high paid runs, giving them to engineers, and where, if a hired engineer was demoted, instead of returning him to the extra list, as they should do, they leave the extra engineer to walk the street, where this fireman is doing the work.

Mr. Sheean: Now, coming back to the question that I last asked you, are you able to tell, from the Exhibit, or any information contained in the exhibits, whether, in your Table 9, under the headings "Earnings for months," there set out, you have

or have not included all of the earnings of those men for those months?

Mr. Carter: I have not pretended to. I think I specifically state that when they are set back as firemen it is not included. I will read it again, page 12: "In almost every instance these blank lines in Form 16 indicate that the promoted engineers have been demoted or set back and are then serving as firemen."

Mr. Sheean: Well, taking a particular month's earnings—for the month of February—is there anything in any of the tables by which you can tell whether all of the earnings during that month are embodied in the columns from which your average is made?

Mr. Carter: Do you mean in the Forms 15 furnished by the railroads?

Mr. Sheean: No, I meant in the tables from which you derive it.

Mr. Carter: No, there is nothing in that table, not the Chicago Division of the Illinois Central.

Mr. Sheean: I am talking about your general tables.

Mr. Carter: Do you mean Form 15, from which it is taken?

Mr. Sheean: Yes, and therefore the derivations which you make from that.

Mr. Carter: I will say that any man who has a general knowledge of the practice ordinarily followed would determine when a promoted engineer was scheduled as a promoted engineer or as a fireman used only in emergency cases. I think you will find on Form 15, as furnished by all the railroads, there is an indication to anyone who has technical information, and for every case like that found on the Chicago Division of the Illinois Central Railroad you will find 100 cases where these promoted men's wages, as reported on Form 15, cover every penny they made, and they are not back, firing.

Mr. Sheean: Can you tell from this exhibit what part of the exhibit is made up to include all of the earnings during the month, or what proportion of it?

Mr. Carter: Not accurately.

Mr. Sheean: Now, turning to your Form 15, Mr. Carter, at page 5, I note that among the questions asked under 3(b), there was asked: "What proportion of his time, prior to February 1, 1914, has he been employed as an engineer, and what proportion

as a fireman, since his first promotion to the position of engineer?" Was any tabulation or assembling of that data made in any of your tables here?

Mr. Carter: No, sir, I think not; but I think that answers the question that you have been asking me for a long while, and that I should have answered, and I am obliged to you for calling my attention to that question. It shows that on that seniority district, that this man Krafezik worked twelve months as an engineer and twenty-seven months as a fireman. Now, I think it was the intent of the one who prepared that statement to state that for twelve months he was an engineer and that for twenty-seven months he was a fireman, and I must apologize for overlooking that when you asked me the question.

Mr. Sheean: By the way, this Colorado & Southern, Mr. Carter, is in a rather unusual situation, is it not, as to seniority?

Mr. Carter: Unfortunately, when I selected these pages at random, I found myself in several unusual situations, when they got into the book.

Mr. Sheean: You happened to select, as to the Colorado & Southern, in showing the length of time between first promotion down to date, a road in which they had abandoned operations on a part of their line in 1911, did you not?

Mr. Carter: No, sir, I had no knowledge of that.

Mr. Sheean: You happened to select a road on which that is the fact.

Mr. Carter: If you say it is the fact, I will accept it as the fact. I don't know anything about it.

Mr. Sheean: The length of time here, the age of these men, you do know from the averages which you obtained on other systems, is very much higher, is it not?

Mr. Carter: No. I think that the exception of those men who apparently were engineers and were not engineers, such as the men Sneider and Williamson—Williamson appears ten years as an engineer, but they say they used him in emergency cases only. Sneider appears four years as an engineer and they used him in emergency cases only. I want to say to you that I never saw that until after it was in the book.

Mr. Sheean: And you did not know anything about the change in operations on the Colorado & Southern by which a part of their line had been abandoned?

Mr. Carter: No, sir.

Mr. Sheean: And operations ceased in the latter part of 1911 over that part of the line?

Mr. Carter: No, sir.

Mr. Sheean: So that engineers in that situation would go back and exercise their seniority as firemen?

Mr. Carter: If that is true I did not know it until now.

Mr. Sheean: Well, under this 3(b), Mr. Carter, the information there furnished on all the roads, if carried out and tabulated, would show about what the average proportion of time of these men was, used as engineers, and what as firemen, during this average spread of 3.44 years.

Mr. Carter: What table is it that shows that?

Mr. Sheean: I don't find, Mr. Carter, any table in which there is a carrying out or extension of the information which you assemble under 3(b).

Mr. Carter: No, but practically the same thing is assembled under 3(a).

Mr. Phillips: On page 17 you will find the statement.

Mr. Carter: No, that is not it. I have a statement in here showing 3.44 years is the average.

Mr. Trenholm: Page 32.

Mr. Carter: Thank you. By turning to page 32, you will find the average length of seniority, as an engineer, of the oldest firemen firing on each seniority district, February 1, 1914. Now, that took every man reported, and in order to show the number reported, the first column shows it by railroads, over to page 33. Now, I did not attempt to get an average of the averages there.

Mr. Sheean: Now, on that table 6, page 32, Mr. Carter, that table was compiled by taking a named individual who, on the 1st day of February, 1914, was the oldest man on that date firing an engine.

Mr. Carter: Yes, sir.

Mr. Sheean: So that the average you take is the average of the oldest men on a particular date firing an engine?

Mr. Carter: Yes, sir.

Mr. Sheean: And, after taking the oldest men on all of these railroads and averaging the oldest men, you reach the conclusion shown in that table and state it again on page 17, that that average was 3.44 years?

Mr. Carter: Yes, sir.

Mr. Sheean: Now, then, under 3 (b), I would like to know whether you did obtain information as to what part of the 3.44 years was put in at firing and what part as an engineer.

Mr. Carter: I did not; but if the Board will permit it, we will recall the exhibits or volumes, and I will have that statement for you within a very short time.

Mr. Sheean: I understand that the basic figures are simply here so as to be accessible to the Board or to either of the parties, for such purposes as they may be needed.

Mr. Carter: My reply was predicated upon the understanding that you wanted that information. I will prepare it for you.

Mr. Sheean: If that can be readily prepared, Mr. Carter, I should like very much to have it.

Mr. Carter: Yes.

Mr. Sheean: On page 32, Mr. Carter, Table 6, apparently the greatest length of time or oldest average of the oldest men is the Pierre, Rapid City & Northwestern Railway, 8.08 years?

Mr. Carter: Let me see that. That is under the North-Western, isn't it?

Mr. Sheean: Yes, under the North Western: Pierre, Rapid City & Northwestern Railway.

Mr. Carter: The Pierre, Rapid City & Northwestern Railway reported only one man, and his length of seniority as an engineer was 8.08 years.

Mr. Sheean: Do you know how long that railroad is?

Mr. Carter: I haven't any idea. As I never heard of it up to this moment, I don't think it is very long.

Mr. Sheean: And whether or not that man who has been firing out there, that one man they reported, has no seniority rights except on that one division where the engineers have been operating, you do not know?

Mr. Carter: I depended upon the forms supplied by the railroads, just like you depended a while ago on the rules from the Engineers' schedules. I have not gone behind the returns.

Mr. Sheean: All that I wanted to elicit on that, Mr. Carter, was that in getting this average of the oldest man, you took railroads, some of which you had never heard of before, and in reporting this average, a road of that sort was of just the same

value in reaching your average and conclusion as a Trans-Continental line?

Mr. Carter: Because the railroads made a report for that line. If I had excluded it, I would have been falsifying the record.

Mr. Sheean: I am only getting at how you reached the average time here, Mr. Carter. That is, you took each railroad here as shown on this page 32, irrespective of its length, location or operation, ascertaining the oldest man on that railroad who on that particular date was firing, and treated that as of the same weight as that on a Trans-Continental system?

Mr. Carter: In this table, yes; I segregated this information by roads, not only by roads, but by portions of roads. For instance, take the Atchison, Topeka & Santa Fe, you find seven different reports. Therefore, if there should be some unusual condition of affairs on any one of the roads, it would not affect even indirectly the results here shown of all other roads.

Mr. Sheean: Mr. Carter, all I meant by that was that on these Trans-Continental lines, take the Atchison, Topeka & Santa Fe, for instance, the first three items there of the average length of the seniority of the oldest engineer, who was on that particular day firing, you have 3.83.

Mr. Carter: Not the oldest engineer—yes, the oldest engineer who was firing; yes.

Mr. Sheean: 3.83 years, 2.42 years, 2.56 years, 1.02 years.

Mr. Carter: And 5.77.

Mr. Sheean: And 5.77; yes. Now, each of those averages is given equal value in your final average with the 8.08 years shown on the Pierre, Rapid City & Northwestern Railway?

Mr. Carter: Yes, sir.

Mr. Sheean: And each of those averages on that Trans-Continental line is given the same value as—let us take the next highest, 7.92 years, shown on the Mineral Range Railroad. Do you happen to know where the Mineral Range Railroad is, or how long that is and how many men operate on it?

Mr. Carter: The Mineral Range, that is under Duluth—

Mr. Sheean: Under Duluth, South Shore & Atlantic Railway.

Mr. Carter: From the fact that they only have one man reported, I would consider it was not a very extensive rail-

road, even though I did not have knowledge of that fact otherwise.

Mr. Sheean: In getting your final average here of 3.44 years, you totaled the averages shown in that last column?

Mr. Carter: Yes.

Mr. Sheean: And divided that by the number of railroad systems?

Mr. Carter: Yes, sir—not the number of railroad systems, but by the number of railroad systems reporting. You will notice that in some columns a circle 1 appears, indicating that there was no report.

Mr. Sheean: Whether a railroad system or a division, you counted in that average the Mineral Range Railroad, for instance, as being one divisor, just the same as the Canadian Northern Railway being a divisor?

Mr. Carter: I did because the railroads did. If I had done otherwise I would have been changing the record. I want to explain that this subdivision of railroads here is not my work. When these questions were asked, I presume of the highest operating official of the Santa Fe System, apparently he passed the questions along to the managing officers of these subsidiary lines; and, when these forms came back to us, they came back segregated, and I think it would have been very improper on my part to have done that which you think I ought to have done.

Mr. Sheean: I am not suggesting what you ought or ought not to have done. I am simply trying to arrive at how these averages were obtained. The responses were made by the railroad companies of whom you made the request, were they not?

Mr. Carter: Yes, and, if the responses of the railroad company are inaccurate, then my derivative tables are inaccurate.

Mr. Sheean: Yes, and, if the responses are perfectly accurate, you treat, in the average, a railroad which has one engineer and one division, as of the same value as a Trans-Continental system?

Mr. Carter: Yes, I must necessarily do it.

Mr. Sheean: The railroads showed no averages in their returns, did they?

Mr. Carter: No, sir, these averages have all been reached by myself.

About the Chicago & North Western Railroad, I imagine that on that railroad they would consider that they were almost a Trans-Continental line, as they start in the direction of the Pacific. Anyhow, they are quite an important line, and you will find that on as great a system as the Chicago & North Western Railway, that reports fifteen different seniority districts, the average age, as an engineer, of the oldest fireman is almost six years. To be exact, it is 5.71 years.

Mr. Sheean: That is the average of the oldest man on each seniority district?

Mr. Carter: Yes, and indicates that every engineer on that road who has been promoted within that average period of nearly seven years is also back, firing; and would indicate further that the firemen who have been displaced—well, I do not know what they are doing. Perhaps they are contributing to the necessity of providing soup kitchens.

Mr. Sheean: That information is also shown, is it, by this exhibit—what you last volunteered?

Mr. Carter: That firemen are laid off? Yes.

Mr. Sheean: That firemen are now contributing to soup kitchens.

Mr. Carter: I think I prefaced that statement by saying I do not know what they are doing. They may be contributing to the necessity of soup kitchens; and from what I have heard, they are in a most distressing state of affairs.

Mr. Sheean: If, in fact, the firemen here shown in this exhibit, or the engineers who were promoted an average of 3.44 years before the date which you selected to ascertain the oldest engineer firing on that date—if, in fact, the earnings which you show here as being the earnings of those men as firemen are only 40 per cent of what those men actually drew from those railroad companies, would you still say that this exhibit had the probative effect that you have given it?

Mr. Carter: I would say I would be exceedingly astonished.

Mr. Sheean: And there is nothing about this exhibit, or the separation of their earnings as engineers from their earnings as firemen that would make impossible the fact that they did draw the earnings at that time?

Mr. Carter: I can hardly conceive of any railroad using firemen, hired since January 1, 1912, within the next twenty-

six months—using those firemen as engineers; and, therefore, I would never give a thought to the fact that possibly one of those firemen who had been hired since January 1, 1912, might have earned something as an engineer.

Mr. Sheean: Well, but do not your tables show the earnings of engineers?

Mr. Carter: Not of the men employed since January 1, 1912, who are the only firemen covered in the request or report. Form 16 only referred to firemen who had been employed since January 1, 1912; and I surmised that when those fellows were out of work, so far as firing work was concerned, unless they secured temporary employment elsewhere, they earned nothing.

Mr. Sheean: Right in that connection, where are firemen recruited from? Is it at all unusual for people who have served as engine wipers, or around the roundhouses, to become firemen?

Mr. Carter: I think, on the Canadian Pacific Railway, that practice is adhered to quite strictly; and many, many years ago that was the practice generally; but, I think that now, on account of the rigid examinations and exactions or requirements of firemen entering the service, they can no longer take the same material that they take for wipers.

Mr. Sheean: I was not asking about schedule provisions, but asking you from what source firemen were generally recruited, if you knew?

Mr. Carter: I think firemen are generally recruited from any source, whether they are farmers' sons, or sons of employes, or sons of average citizens, who are able to pass the physical and mental examination that is required of them. They are far above the class of men who were accepted without question not more than twenty years ago, or fifteen years ago.

Mr. Sheean: Then, there is nothing inconsistent in the fact, as shown, for instance, at page 11 on Form 18 of the C. B. & Q. that Mr. G. C. Crawford, who is shown in the month of February as earning \$2.16 as a fireman, may have earned other money in the shops during that month?

Mr. Carter: You mean as an engineer?

Mr. Sheean: As a fireman; wages earned by firemen, page 10.

Mr. Carter: Oh, I see. I thought you meant the other table. Go ahead again. I did not get you.

Mr. Sheean: Please read the question.

(The stenographer read the question as follows:

“Then, there is nothing inconsistent in the fact, as shown, for instance, at page 11, on Form 18 of the C. B. & Q., that Mr. G. C. Crawford, who is shown in the month of February as earning \$2.16 as a fireman, may have earned other money in the shops during that month?”)

Mr. Carter: If he were promoted from the shops, I would say that is true.

Mr. Sheean: Now, that \$2.16 that you start out with there evidently was a single day's work as fireman, was it not—a single trip as fireman?

Mr. Carter: I would presume that he made one trip, if he was promoted to be a fireman during that month. That is, I am going on the assumption that you say he was promoted from the shops.

Mr. Sheean: Assuming that he was not promoted from the shops, and that he was hired on the 27th or the 28th day of the month, the \$2.16 shows that this man made one trip during the month of February, does it not?

Mr. Carter: Yes.

Mr. Sheean: And that one trip is carried in your averages as though that man had been available for duty during the entire month of February.

Mr. Carter: Yes.

Mr. Sheean: And that average is also carried out without any knowledge or information as to whether that \$2.16 was the only money, earned by that man, from that railroad company, during that month?

Mr. Carter: The intent of Form 18 and the questions thereon was to ascertain how much they earned as firemen, with the knowledge of the fact that, on most roads, if a fireman should accept employment anywhere else, while he had his name on the payroll, they would immediately take his name off of the payroll.

Now, if, as you seem to indicate, on the C. B. & Q. Railroad firemen are permitted to be on the firemen's list and earn the money shown on Form 18, and work as grocers' clerks on the

outside, that is almost as unusual as the conditions on the Illinois Central.

Mr. Sheean: You understood, that I asked you, simply, about money that he earned from the same railroad company, did you not?

Mr. Carter: From the same railroad company?

Mr. Sheean: From the same railroad company. I have not asked anything about employment as a grocer's clerk.

Mr. Carter: I thought you said suppose he was not promoted from the shops. Then I would think he was not working for the same railroad company.

Mr. Sheean: If he were not promoted from the shop, and was hired on the 27th day of that month, you carry into your averages the \$2.16, as though he were available for duty by the Chicago, Burlington & Quincy throughout that entire month, and that his total earnings were \$2.16?

Mr. Carter: Yes; and, if you will go down to January, 1914, you will see that he earned \$2.64, and I did the same thing there.

Mr. Sheean: January, 1914. You have no knowledge, I take it, as to whether or not, in either of those months, he was in fact available for duty, or whether he was off on leave?

Mr. Carter: I have no knowledge of the facts only as shown on the reports.

Mr. Sheean: It is not an unusual provision or practice, both with engineers and firemen, to be granted leave of absence for a definite period, at their request, and still retain their seniority, is it?

Mr. Carter: A very unusual practice for a man to earn only for one trip, and lay off the rest of the month.

Mr. Sheean: Just read my question.

(The stenographer read the question as follows:

“It is not an unusual provision or practice, both with engineers and firemen, to be granted leave of absence for a definite period, at their request, and still retain their seniority, is it?”)

Mr. Carter: Yes; but not as extensive as is shown here.

Mr. Sheean: Do you mean it is unusual?

Mr. Carter: Pardon me. If your question has reference to what we are now talking about, a man earning \$2.64, I will

say it is extremely unusual; but if you are referring to cases where a man lays off ten days or something of that kind, it is not unusual.

Mr. Sheean: I will take the case of laying off six months.

Mr. Carter: Very unusual.

Mr. Sheean: During slack business. Is it not the practice on many railroads that, at the request of the men, if they desire to lay off, even for a period of six months, they may do so if they want to and retain their seniority, and come back to work again upon that railroad?

Mr. Carter: I imagine that is permissible on any railroad, but very unusual.

Mr. Sheean: Mr. Carter, in the number of firemen hired, as shown on Table 8 at pages 36 and 37, the last column, number of firemen hired since January 1, 1912, if firemen were hired under the form as you ask to have it submitted to the railroad company, if a man were used in an emergency or hired as a fireman, his name would be counted in this total?

Mr. Carter: If any man was hired as a fireman, he would be included in this. I say so. I think so. I think that was what the railroads did in Form 18.

Mr. Sheean: And if, in an emergency, no extra man was available, and, for a single trip, some shop man fired, and appeared upon the firemen's payroll, he would also be counted?

Mr. Carter: I do not think that would be practicable under the seniority rules on any railroad, without violating those rules.

Mr. Sheean: I mean in the information which you requested here.

Mr. Carter: With my knowledge of the practices, I would say no, that they would not take a man out of the shop and use him as a fireman one trip. They might do it temporarily. But, he would be a fireman from that trip.

Mr. Sheean: That is what I mean, that under the information you requested, if any of the railroads did find themselves, where, during this period of time, they had to use men in an emergency to make a single trip, it would go into this grand total?

Mr. Carter: If they have, yes.

Mr. Sheean: And if a man was hired at any time during

these twenty-five or twenty-six month periods, and was dropped—

Mr. Carter: Discharged.

Mr. Sheean: Well, discharged, or, as you say, looked for other employment, thought he would like something else better, and came back again and tried it again, as many times as he tried it and was hired, he would be counted that many times?

Mr. Carter: That was not our intention. If a man's name appeared twice, we have counted him once.

Mr. Sheean: Did you go through, to ascertain the names?

Mr. Carter: It might be that a man appeared on the Chicago & North Western once, and then on the Chicago Great Western, and I will confess I did not check that—

Mr. Sheean: No.

Mr. Carter: But, if any report from any road showed the same name twice, our purpose was to count it only once.

Mr. Sheean: But there was no effort to ascertain whether or not the same name appeared elsewhere? Even if you got the same name, it would not necessarily mean that it was the same individual.

Mr. Carter: The instructions to those who were preparing the original information was that, whenever the same man's name appears twice, they were to count him as once, and take the collective earnings of the man twice; that is, we consolidated his name and his earnings and counted him as one man; but I think it is very seldom that that appears.

Mr. Sheean: All I wanted on that was whether you had checked up names to ascertain whether there were duplications.

Mr. Carter: Those were the instructions given, and I honestly believe that wherever they discovered two names reported on the same sheet, or from the same railroad or subdivision thereof, or seniority district, as they came to us, wherever there were two names that appeared to be the same person, the instructions were to treat the two names as one and to treat the earnings of both as one. But that was very seldom the case, that such a thing was found.

Mr. Sheean: In arriving at the averages, Mr. Carter, average earnings, I mean, which you show in some of the tables here—I do not care to distinguish one from the other, but in arriving at the average earnings per month, each month in which any

amount was earned, was counted without regard to the number of days that the employe was available, whether he was off part of the month on sick leave, leave of absence or for any other cause, whether he began at an intermediate part of the month or quit during the month, and the averages were arrived at without giving consideration to any of these elements?

Mr. Carter: I certainly gave consideration to all of those elements, and if we had been permitted to have had two copies of these reports, so that we could have introduced them as exhibits, it was our purpose to dwell at length upon those exhibits, bringing out much of the information you are asking for. Unfortunately for the present situation, we only had one copy furnished by the railroads. Under the law, we can introduce nothing as an exhibit unless we have two copies; therefore, many of the questions you asked me could be very easily answered by simply turning from page to page of these twenty-one volumes. I want to say to you, that I paid no attention to the time of the month the man began or the time of the month he ceased to work for the company, but I presumed that where it was shown that there was continuous earnings during the months intervening between his entering the service and leaving the service, that he was employed in that service. I did not consider that he might have left the service and entered the service every month. I considered his length of service where his wages appeared, and he remained in the service down the column until there was no entry of wages for him. Those months I used in computing averages; but I want to say one thing that I did not do, which will offset everything that has been brought out here to rob this exhibit of our estimate of it. If a man appeared as working in January, February, March, April, May and June, did not work in July and August, and worked in September, October, November and December, we know, or think we know, that that man practically had nothing to do when he was cut off the list. Instead of dividing the total earnings of that column by twelve, which would have been fair to him, to avoid any semblance of exaggeration, we only added the number of months that he actually worked. If we had in estimating his earnings added the months that he did not earn anything, it would have been much lower than shown here.

Mr. Sheean: In arriving at your divisor, you carried it

down to the point, as shown on the Illinois Central Exhibit, where you found one dollar earned in a month, and averaged it down to that extent.

Mr. Carter: Wherever it appeared that a man worked as an engineer, promoted engineer, or as a fireman, we added that in.

Mr. Sheean: But where you had no earnings whatever in a month, and no knowledge or information as to whether the man was on that road or not, whether he was available or not, you did not include the months where there was no amount of money in striking your average?

Mr. Carter: We understood that he was available, and in my judgment he was, but there was no work for him. In order not to exaggerate the conclusions reached in here, we did not use that in the number of months in which we divided the earnings.

Mr. Sheean: You say your information was that he was available. What was that information on which you base that statement?

Mr. Carter: General knowledge of the conditions, the immense correspondence that reaches our office from these very men who are asking me if I know where they can get a job.

Mr. Sheean: Well, now, Mr. Carter, let us take one of the men here as shown in this exhibit with whom you have had that correspondence during any part of that time, and just give us that one individual.

Mr. Carter: I can not without going to Peoria to get the records. I will say we have abundance of evidence, and, if the Board please, I would suggest that we take up the time of the Board in putting on as many witnesses as may be necessary, and the Board will say when they are tired, showing the distress of these men, whose time I did not get.

Mr. Sheean: Mr. Carter, in making the average, what you did, was to take any man, wherever any man was shown in a month, count that month as a month and that man as available for the entire month.

Mr. Carter: It is my opinion, professionally, if you like, that when a man is cut off the list on account of depression in business, a fireman, that he is not only available, but he is begging for the permission to work.

Mr. Sheean: Read the question.

(Question read, as above recorded.)

Mr. Carter: Yes, sir, I understand there are exceptions. A man might die and he would hardly be available after that.

Mr. Sheean: You have no knowledge or information as to whether men laid off of their own accord during any part of the time?

Mr. Carter: Where men, particularly firemen, are required to fire heavy freights, they find it absolutely necessary to lay off repeatedly, on the larger engines. I think you will find that it would be impossible for a fireman on one of these large freight engines, with the tonnage that belongs with the engine, to follow that engine as many miles as he would on one of the smaller engines, therefore, that man must lay off and does lay off, to recuperate, in order to be able to fire the engine.

Mr. Sheean: And that, you think, obtains through these tables applicable to these extra lists.

Mr. Carter: I think you will find that most of the firemen that lay off do lay off for rest, and that should apply to engineers, too.

Mr. Sheean: And, that applies to these tables, also, does it; the tables of this particular exhibit, that, in the months where you showed the earnings, there were lay-offs of the men at their request?

Mr. Carter: No question of it.

Mr. Sheean: But, what those lay-offs amounted to or how many days of a particular month they were available, you have no knowledge or information?

Mr. Carter: No, sir; except a general knowledge.

Mr. Sheean: Now, in arriving at the monthly earnings, you took two months of February, a month of June and a month of October, did you not?

Mr. Carter: Yes, sir.

Mr. Sheean: I think you said that the month of June was ordinarily the light month in operation and October the high one.

Mr. Carter: Ordinarily, according to my judgment, before the crop begins to move, the farm products, there is a low tide of the movement of trains; while, in October, when wheat, corn and cotton and other agricultural products are moving, there is

a general increase in business. I would say that, in my judgment, taking the agricultural states in consideration, that October would be one of the months where there was more work for men than any other month. Ordinarily, June ought to be, unless there is something unusual that occurs, the low month. February, however, is shown in this table as also being a low month.

Mr. Sheean: Both a low month and a short month in days.

Mr. Carter: Perhaps that has something to do with the amount of business; a 28-day month would be considerably less than a 31-day month.

Mr. Sheean: There are again, in and about the different periods of the year, certain activities on certain roads, at a part of the year, that there are not on others.

Mr. Carter: Yes, sir.

Mr. Sheean: And, in this Form No. 17, at page 8, in which the return of the Canadian Northern Railway is set forth, it is a usual condition upon Canadian roads that, in October, November and December, the movement of wheat makes that a very busy season for those roads, does it not?

Mr. Carter: No, I think not. I mean to say I think the navigation has closed on the lakes, so as not to include December traffic. Maybe I am mistaken.

Mr. Sheean: When does the heavy wheat movement ordinarily begin up there?

Mr. Carter: I am not personally acquainted. I imagine the wheat is heaviest, the heavy movement of wheat to lake ports ceases with the closing of navigation, and then it is diverted by rail, perhaps, to sea ports like Montreal. I won't state that, but that is a guess.

Mr. Sheean: All I wanted is the fact that there are seasonal conditions which affect the volume of traffic on certain roads.

Mr. Carter: Yes, sir.

Mr. Sheean: And make necessary the employment of larger numbers of crews during a short period of the year. than find employment during the remainder of the year?

Mr. Carter: Yes, sir.

Mr. Sheean: And, during that period of time, if the road has seniority rules, whereby they do not hire engineers from the outside but promote firemen, there will be promoted and de-

tailed as engineers, during the months of heavy business, certain engineers for whom there is no employment on that road except during those months of heavy traffic.

Mr. Carter: That is true.

Mr. Sheean: Now, on those roads, the giving to the engineers temporarily promoted to take care of this heavy seasonal traffic, the right to drop back and to retain their rights as firemen during the lighter seasons, is the growth and development of the requests of the men, is it not?

Mr. Carter: So far as the promoted engineer is concerned, there is no question but what that is the policy desired by the men.

Mr. Sheean: And, in that situation, the men who, during the three months of activity, would operate as engineers, would, during the remainder of the year, drop back and hold their positions as firemen?

Mr. Carter: Yes.

Mr. Sheean: That expansion, during certain seasons of the year, is general to many roads, is it not? I don't mean the same period of time, but there are periods of greater activity on almost all of the roads in the western territory than at other seasons of the year.

Mr. Carter: I think you will find that fluctuation in the railroad business is usual, and, for the purpose of bringing out the fluctuations in the railroad business, and the effect on the men, this exhibit was compiled. We had knowledge that there were such fluctuations when we got up this exhibit.

Mr. Sheean: This fluctuation and the dropping back through eight or nine months of the year to the position of fireman, is something that the men have insisted upon, and has been the result of dealings between the roads severally and their respective men, has it not, as to just how this expansion, during certain seasons, should be taken care of?

Mr. Carter: I think the way you started your question out would indicate that these fluctuations were their desire?

Mr. Sheean: No.

Mr. Carter: You mean the demotion of the men?

Mr. Sheean: The manner of handling their business during the few months of unusual expansion, which the railroads may anticipate; the manner of taking care of that traffic during

that period, is the result of negotiations between the men and the railroads severally.

Mr. Carter: Yes, sir.

Mr. Sheean: Mr. Carter, will you turn to page 16 of your exhibit, please. I am not sure that I understand just how you arrived at the figures given opposite the lines, "Number of engineers (promoted)," "Number of engineers (hired)," "Number of firemen," as extended in these several months.

Mr. Carter: I think, if I remember aright, they are simply the footings of Tables 3, 4 and 5.

Mr. Sheean: Well, how did you get at the number of engineers promoted February, 1913?

Mr. Carter: Do you mean the men who were promoted in February, 1914?

Mr. Sheean: I am not sure I understand.

Mr. Carter: No, that is not the intent. This shows the number of men who have been promoted since January 1, 1912, who worked in the month of February, 1913; and the reason that I only reported them is because those were the only men shown in Forms 15, 16, 17 and 18.

Mr. Sheean: Now, Mr. Carter, I think that I understand. That was what I was not clear about. Should not that line then—I am not criticising the abbreviation of it—when you extend it, when you extended that line, following up page 17, number of engineers promoted, it means, does it not, number of engineers promoted since January 1, 1912, who, in the month of February, 1913, were working as engineers?

Mr. Carter: Yes; and if you will turn back to page 5, I think that idea is communicated. This being a derivative table, or a summary of tables, I did not repeat it there. You will notice I very carefully placed the word "promoted" in parentheses. If I had intended to convey the idea that they were promoted that month, I would have said that they were promoted, without the parentheses.

Mr. Sheean: That is, if I understand correctly, in the month of February, 1913, there were working as engineers 2,154 men who had been promoted since January, 1912?

Mr. Carter: January 1, 1912. The same applies to the number of hired engineers and the number of firemen. You will understand that all that appears in this exhibit is based upon

forms furnished by the railroads, and there is nothing in the forms furnished by the railroads that has to do with any employe except those promoted or hired since January 1, 1912.

Mr. Sheean: That is all, Mr. Carter.

REDIRECT EXAMINATION.

Mr. Phillips: Mr. Carter, you were asked if arrangements for demotion in case of fluctuation of business were not made to suit the wishes of the men. I believe you answered, in substance, that that was true. Admitting that such is the case, does not the fact still remain that there are great fluctuations?

Mr. Carter: There are great fluctuations, and it was for the purpose of communicating the intensity of these fluctuations, that this book was prepared, and I might say that the original questions asked of the railroads, answers to which were furnished on forms completed by the railroads, were for the purpose of offsetting an argument, made in all previous negotiations of this character, that the employment of railroad employes was permanent, and therefore could not be compared with the wages of employes in other industries where it was not permanent. I had heard that so many times, used in several arbitrations, that I concluded to find out whether it was permanent or not, and this is the result.

Mr. Phillips: You do not understand, then, Mr. Carter, from your reports, that a fireman entering the service of a railroad company as a fireman, or an engineer entering the service of a railroad company as a hired engineer, becomes a full paid worker immediately upon accepting or securing employment.

Mr. Carter: I think the records will show that a man with a family to support, taking employment either as a fireman or as a hired engineer, ordinarily is to be pitied, on account of these fluctuations in traffic.

Mr. Stone. Mr. Carter, I wish you would take yesterday's proceedings and turn to page 617. A question that Mr. Nagel asked you; down about the middle of the page you will find a question regarding the uncertainty or irregularity of employment of engineers and firemen, and whether or not they could be fairly compared as to the uncertainty which obtains with other industrial wage earners.

Mr. Carter: Will you quote the question?

Mr. Stone: Mr. Nagel asked the following question:

“Do you think that the uncertainty or irregularity of employment, in the case of engineers and firemen, can be fairly compared to the uncertainty which obtains in the case of industrial wage earners?”

In any of the industrial trades, outside of the railroads, do you know of any rigid discipline being enforced for a slight infraction of the rules?

Mr. Carter: No. I have often had that in mind and discussed it with employes in other industries, and I think you will find—I have discussed it particularly with officers of other industries, and to them it seems incredible that a man might serve ten, fifteen or twenty years for one employer and then, because of a mistake, he is practically deprived of ever earning any more money at his chosen trade. I have discussed that with the president of the Brotherhood of Carpenters, and he tells me that while a carpenter who, through a mistake or incompetency, perhaps, destroys material, that it is not unusual for him to be discharged, if his offenses are of grave character or repeated; but that is not held against the man if he should go anywhere else for employment. It is true that, if he had a reputation of being a poor carpenter, he would have a hard time keeping a job; but the fact that he had made a mistake or was dismissed by one carpenter would not work against him at all in getting a job with another employer as a carpenter.

Mr. Stone: In other words, if a man was discharged in one of the industrial trades, when he went over to get a job on a building in the next block he would not have to give a reference from his former employer, would he?

Mr. Carter: Well, I don't know whether that is true or not; but, I do know, from my observation, that the same carpenters usually do all the carpenter work in the same town, year after year. Sometimes, if business gets very bad, they go to other towns; but you do not find them digging ditches or doing something else because one employing carpenter has dismissed them for making a mistake.

Mr. Stone: And he could not get a job at his trade elsewhere?

Mr. Carter: No.

Mr. Stone: Do you know of any of the industrial trades where, if a man takes a leave of absence for thirty days or during depression of business he is out of work for thirty days, he will have to take a physical examination when he gets work before he can begin his duties?

Mr. Carter: Perhaps I may be mistaken, but I do not call to mind that these physical examinations are required when they first enter the service, and, I am quite sure if they took one at first, they would not be required to undergo another examination.

Mr. Stone: Do you know of any of these industrial trades where there is an age limit which prevents a man securing other similar employment in case he loses his position?

Mr. Carter: I am quite sure, in the average industry, there is a disposition to ditch the old men, but, it is not so pronounced as it is in the railroad industry, for this reason. I understand that the railroads have adopted a rule among themselves that men of over a certain age will not be employed. While I am quite sure there is no such rule in other industries, I understand that there is a necessity, according to their contention, for this rule by the railroads in order to protect their so-called pension fund.

Mr. Stone: You say you understand. Don't you know it to be a fact that they have these regulations regarding the age limit?

Mr. Carter: I understand so. I never saw them, but I have heard it so often that I know it is true. I think, as I have stated here, that the employment and earnings of railroad locomotive engineers and firemen is more precarious than that of any other industry of which I have knowledge.

The Chairman: Is there an age limit for the retirement of engineers?

Mr. Carter: No, sir, I am quite sure there is not, and I am quite sure it is the seniority rule that prevents it.

The Chairman: At what age do they usually retire from employment?

Mr. Park: 65, on the Illinois Central.

Mr. Stone: Is it not a fact, Mr. Carter, that they are required to retire at that age?

Mr. Carter: I have heard so.

Mr. Byram: That is where they have a pension system.

Mr. Park: For the information of the Board, on the Illinois Central, on the pension system, an engineer may retire between 65 and 70. He may be retired between 65 and 70. It is optional with him or with the company.

Mr. Carter: I so understand.

Mr. Park: But, it is obligatory at 70.

The Chairman: Any provision made for him after that?

Mr. Park: He will get a percentage of the average salary for the last ten years based on the number of years he has been employed in the service in any capacity, wiper, fireman, engineer, or whatever it may have been. If forty years, it would be forty per cent of his average for the last ten years.

Mr. Stone: I might say that that is one reason why a man is anxious, a senior man is anxious to pile up his big earnings the last few years, because, on those roads that do have a pension, the pension is based on his average yearly earnings of the last ten years; therefore, he is anxious to make as many trips and lay off as little as possible, is that not correct?

Mr. Park: That is true. I had an engineer say to me the other day: "I am not taking my usual vacation. I am in the last ten-year period of my pension, and I am going to work every day that I can."

Mr. Stone: It might also be interesting, along that line, to have a statement from the other side with regard to the number of roads who do pay pensions, and you will find them very few, and, also, have a statement in regard to the number of roads that have a so-called voluntary relief association—that is, voluntary in name only, you had better belong if you want to get along—and, also, the roads that have the so-called hospital fund that you must carry if you want to work. I think that information would be a splendid thing for the Board to have. It would show to the Board that a man is not allowed to get all the money he really earns. They take out part of it, the first thing, for their share. A member of your Board, Mr. Byram, can no doubt supply that information for the Burlington.

Mr. Park: I would be very glad to furnish you with the pension system of the Illinois Central, and the rules and regulations of the hospital department.

Mr. Stone: I would also like to have furnished to the

Board, while we are on that same subject, if you will pardon the digression again—I would like to have each railroad furnish the age limit, beyond which they will not hire firemen, and beyond which they will not hire engineers, that is, on those roads that do hire engineers. There are roads in the Western country that never hire engineers. They occasionally discharge one, but they never hire anyone.

The Chairman: That is the information that I sought a while ago, when I asked the first question.

Mr. Park: I think the general proposition is that some railroads do not employ new men over 35 or old men over 45; that is, men of experience.

Mr. Stone: Pardon me again, but is it not a fact that, on many of the roads, they will not hire a fireman beyond 28 years?

Mr. Park: I have no personal knowledge of any limit except that of 35.

Mr. Stone: One of the gentlemen in the rear, from the Great Northern, says the Great Northern limit is 27 for firemen. I thought it was somewhere in the neighborhood of 27 or 28. If you are beyond the age of 28 they will not hire you. If I wanted a position as engineer, because I have white hair, although I am only 53 years old, there would not be any of the roads in Western territory which would employ me if I was looking for a job.

Mr. Park: Oh, yes, we would employ you; but you would not be eligible to the pension fund.

Mr. Stone: I can bring in man after man, gentlemen, if it is necessary to prove to you, that they will tell you first—when you ask for a position the first thing they look at is your age, and, if you are over 35 years of age, they will tell you that you need not fill out the blank because they will not consider it. With some of the roads it is 42, other roads it is 40, some of these Western roads the age limit is 35. If you get beyond that age you don't need to fill out an application, because it will not be considered.

Coming back to this table—

Mr. Carter: What table is that?

Mr. Stone: The table showing the earnings the man made as an engineer. You have only one table there that shows these earnings by months. This table doesn't purport to show anything but what a man earned as an engineer during those

months. For example, if a man was cut off the board and went out harvesting to earn a living for his family, this tables does not show it?

Mr. Carter: No, sir.

Mr. Stone: If he went to work at any other labor outside of railroad work, this table would not show anything of that kind at all?

Mr. Carter: No, sir.

Mr. Stone: That is all.

Mr. Park: Mr. Carter, you mentioned, I think at least twice, that you would be willing to enter into a profit sharing proposition if you could manage the railroads?

Mr. Carter: Yes, sir.

Mr. Park: Do I gather from that, that the firemen could manage the railroads better than they are managed now?

Mr. Carter: I believe, if the employes had jurisdiction over the financial affairs, that the money would be spent differently.

Mr. Park: Isn't it a fact, Mr. Carter, that such men as Mr. Ripley, Mr. Gardner, Mr. Markham and Mr. Bush were clerks at one time, and that such men as Mr. Earling and Mr. Mohler were telegraph operators; and such men as Mr. Aishton and Mr. Smith were bridge carpenters; and, isn't it a fact that nearly all of the presidents and managing officials did start as firemen or machinists or clerks or operators or agents? Do you think that the firemen, without any experience, or with the experience that they have had, would be more competent to run these railroads, and run them more fairly than—

Mr. Carter: If we owned the railroads we would hire Mr. Earling, but we would tell him what to do with our money.

We believe the men who are operating these roads now have the highest degree of managerial efficiency; but the men who tell them what to do are not employes. To my mind, I know, if we owned the railroads, we would like these men in exactly the same positions they now occupy; or, to explain it differently, if the government owned the railroads, I truly think that men who have demonstrated their high ability for managerial efficiency would be still employed by the government. They could not help it; they would have to, and pay them just as good salaries.

Mr. Park: On government-owned railroads, where rates are two or three times higher than they are on the railroads in the United States, do the firemen and engineers get more pay and do they have better working conditions?

Mr. Carter: I do not know of any government-owned railroad in the United States. There may be one.

Mr. Park: The Panama Railroad is owned by the government, is it not?

Mr. Carter: I rather think that the Panama Railroad has been operated by engineers and firemen; or, rather, engineers and conductors from this country, and they have paid even as high, if not a higher rate, I think you will find—that is, the officers and railroad men, managing officers sent there, are usually paid a compensatory rate, except when they use army officers, and they very seldom pay army officers as high wages as men in industrial life. I think when Mr. Shonts went there first — Am I right, was it Mr. Shonts that first went there?

Mr. Park: Wallace.

Mr. Carter: When Mr. Wallace went there I think the records will show that they paid him at least a fair salary. I think when Mr. Shonts went there the government paid him a fair salary; but whenever the Army Department, or whatever it was, took over the road, I am quite sure that the officers of the United State Army did not get as high salaries as were paid to their predecessors, or would have been paid the same men in other industries.

Mr. Park: Isn't it a fact that, under the government ownership of the Panama Railroad, no organization of the engineers and firemen was permitted?

Mr. Carter: No, I think not. We have been accused the other way. We have been accused of trying to interfere with the operation of the road; but I want to say here, speaking for the engineers particularly, that all we did down there was, we tried to get the laws of the United States extended to the Panama Canal.

Mr. Park: You have some knowledge, then, of the employment of engineers and firemen there. Were they not subjected to a rigid physical examination?

Mr. Carter: I think you will find they were subjected to

the same physical examination they would have been on any other railroad.

Mr. Park: If incapacitated for any reason they were peremptorily put out of the service without any pension compensation?

Mr. Carter: Without specific knowledge of the subject, I would say yes.

Mr. Park: That is all.

Mr. Stone: I would like to ask one more question, if I may. In the government-owned railroad that you are taking, you would recommend, of course, these high operating officials, but do you think the government would hire some of these financial pirates who have been exploiting some of these western railroads?

Mr. Carter: I am not a competent witness. I don't think the Chicago & Alton Railroad would have been wrecked, as it was, and many other railroads.

Mr. Park: Is it not a fact that the capitalization of the Panama Railroad has been raised since the government took it over from about \$60,000 a mile to \$250,000?

Mr. Carter: I do not know that. It may be.

Mr. Nagel: Mr. Carter, do you believe that, if the government took over the roads, compensation would be continued at the rates which now obtain, or be raised or lowered?

Mr. Carter: Prefacing my reply with the expression of opinion that I hope the government will not take over the railroads, I will say that I believe that our men would be on an eight-hour day and would be compensated in some manner not now appearing, should they be required to work over eight hours a day. I think that civil service would apply, which would be practically a substitution for our seniority rule; in fact, I don't think our seniority rule would be interfered with, and I think, perhaps, that taking the railroad men in all ranks, it would be a great godsend to them. I mean to say, section men and the clerks in the offices and such as that, but, as it applies to the organized crafts, I doubt very much that it would be to their advantage to have the government take over the railroads.

Mr. Nagel: What is the highest salary paid by the government, excepting the President and Vice-President?

Mr. Carter: I don't know, I must confess.

Mr. Nagel: Well, excepting the President and the Vice-President and the Justices of the Supreme Court, do you recall any salary over \$12,000?

Mr. Carter: No, sir, I do not, except a man who may be employed for some special commission.

Mr. Nagel: I am speaking of the regular salaries.

Mr. Carter: No, I do not.

Mr. Nagel: What do you think bureau chiefs get?

Mr. Carter: I don't know.

Mr. Nagel: \$5,000 is quite a considerable salary, isn't it? Even assistant secretaries don't get more than that.

Mr. Carter: I think, from the information I get, that they are very well paid.

Mr. Nagel: When you go below the chief of bureau, \$2,000 is quite an unusual salary, isn't it?

Mr. Carter: I don't know.

Mr. Nagel: I think you will find it so. When you come to the clerks, \$1500 and \$1800 salaries are regarded as very good compensations.

Mr. Carter: I know, but I think it would be a pleasant dream for the average railroad clerk to get one of those clerkships.

Mr. Park: Mr. Nagel, isn't that the maximum?

Mr. Nagel: I am speaking of good salaries. I merely wanted to indicate that the government is hardly offering much encouragement in the line of high salaries. With respect to hours, a subject upon which you dwelt, the situation is entirely different.

Mr. Carter: I think that is accurate so far as it refers to salaried positions; but, I think you will find that, when it comes to the mechanical trades, or, if they have got a ditch to dig, if they have got a ship to build, or, if they have got a gun to make, you will find that they pay equally as high wages to boiler makers, machinists and ditch diggers as do other industries, and at the same time they are working an eight-hour day.

Mr. Nagel: Then, that would present the question within which class you would come?

Mr. Carter: We would not be clerks nor salaried men. We would be paid for what we earned.

Mr. Nagel: You might be compared with some of the scien

tive bureaus where salaries are very low. I have known men to receive a thousand dollars a year, and get five thousand dollars on the day when they walked out.

Mr. Carter: I know, it is a shame, I know that.

Mr. Park: I would like to ask Mr. Nagel if you have knowledge of the minimum wages in the departments for clerks?

Mr. Nagel: I have an impression. The minimum wage, of course, is extremely low, as low as \$600 and \$900, and \$1,000.

Mr. Carter: I don't want you to think that the reason I am opposed to government ownership is that I might be out of a job, but I think you will find that engineers, firemen, conductors and trainmen believe that their interests are best served by present methods, rather than government ownership. My remarks apply to those classes of railroad employes who have never been able to help themselves. It will require the government to help them if they are to be helped at all.

Mr. Nagel: I was trying to prevent a misconception of those averages. Is it not true that a mistake made by an engineer or a fireman is a much more grave matter than a mistake made by a carpenter or hod carrier?

Mr. Carter: There is no question about that.

Mr. Nagel: In one case a plank or a board may be spoiled, and in the other case a train may be wrecked?

Mr. Carter: Yes.

Mr. Nagel: That fixes the responsibility of the engineer and fireman, which you name as one of the chief grounds for a wage increase?

Mr. Carter: We recognize that.

Mr. Nagel: So it is difficult to institute comparisons between those occupations?

Mr. Carter: We recognize that it is right that engineers and firemen should be held responsible, and that their discipline should be far more exacting than that of a bricklayer, or a hod carrier, or a carpenter.

Mr. Nagel: And that is the ground which you allege for a raise?

Mr. Carter: One of the grounds. We have several.

Mr. Nagel: I asked you yesterday whether you could not state a reason in favor of the standardization of the wages of

engineers and firemen in your entire territory, which would not obtain in the case of private employment?

Mr. Carter: Railroads are not limited in their operations to one locality. For instance, the Santa Fe Railroad, leaving Chicago, goes to the Pacific Coast in one direction, goes to the Gulf Coast in another direction, perhaps intersecting, for a guess, twelve or fourteen states.

I mention the Santa Fe Road without any special reason for selecting it. The same would apply to the Chicago & North Western, the Chicago, Milwaukee & St. Paul, the Rock Island, or any other road. We believe that each one of these roads should pay the same rate to the engineers and firemen where the same class of service is performed. That is, if a Consolidation engine, weighing 200,000 pounds on drivers, out of Chicago gets a certain amount of money, on that same engine the engineer out of Los Angeles, or out of any other town, should receive the same. We do make this exception, that in the mountain districts, where the grade is 1.8 per cent, there should be a differential paid; but otherwise we think there should be a standardization of rates; and the reason we think so is because we have abandoned, I think with the consent of the railroads themselves, the individual wage bargain, and have now adopted a concerted wage bargain. Now, having adopted a concerted wage bargain, it will only be through this concerted wage bargain that we can get a standardization of wages. Under the old plan it might have been said to us, "Why, if the Atchison, Topeka & Santa Fe does not pay you as much money for a given work as does the C. B. & Q., why do not the men on the Atchison, Topeka & Santa Fe get busy?" That was the railroad expression. Now, there was a time when they could get busy, when they could negotiate with their officials, or coerce their officials to pay them as much money as the C. B. & Q. paid; but when they abandoned the individual bargain—and the railroads apparently with the consent of the managers have drifted into the collective bargain—then the men employed on the Santa Fe road lost their opportunity to bring the wages up to the C. B. & Q., and must bring up their wages by this kind of a proceeding.

Mr. Nagel: Now, you stated the reason, that in private business each locality governs all the conditions that would go

to make the rate, whereas in the railroad business one system may extend through the whole territory.

Mr. Carter: Yes.

Mr. Nagel: That is one reason?

Mr. Carter: Yes, that is one reason.

Mr. Nagel: Is there not a further reason to be found in the fact that a common carrier is a quasi-public corporation, and is subject to government regulation with respect to the rates which it may charge, which are fairly standardized, and which may therefore justify a standardization of wages, which in a measure are dependent upon the rates received?

Mr. Carter: Yes, and I will say that in nearly everything except wages matters have been standardized for railroads. The Master Car Builders' Association have practically standardized everything mechanical. The Master Mechanics' Association have standardized all things perhaps as nearly as they can, and I think you will find there is a strong desire to standardize wages. I think Mr. Park has made that statement in the past, perhaps.

Mr. Nagel: I was trying to distinguish between the desire and the reason for it.

Mr. Carter: I think I have a quotation from Mr. Park himself, where he said he believed there should be a standardization of rates of wages, and rules of discipline.

The Chairman: Are government clerks as a general rule satisfied with the salaries they are now receiving?

Mr. Carter: No, sir, I do not think they are. They are all struggling for an increase. But I mean this, Mr. Chairman, that I do not know of clerks in any other industry—ordinary clerks, I mean—who would not be glad to accept employment at Washington with the government.

Mr. Park: You have no figures, Mr. Carter, showing the relative pay of clerks, say, in Marshall Field & Company and the other large department stores and industries as compared with railway clerks?

Mr. Carter: I do not know what their bookkeepers receive, and when I make the statement I am about to make, I do not mean Marshall Field & Company; but I understand the pay that girls receive usually in these department stores has almost resulted in scandal.

Mr. Park: Then you do not know that the wages of the clerks in the industries and stores are higher than those paid by the railroads?

Mr. Carter: I am quite sure they are. For instance, I can not get a good stenographer—I say a good stenographer, an expert male stenographer—for less than \$125 or \$100 at the very least, and I have tried hard. I have sought stenographers of that character, and I understand that a stenographer working in a railroad office seldom gets that much.

Mr. Park: I hope Mr. Hagerty does not put in the paper the statement that you want a stenographer for \$140 a month. I think you would have a good many applications.

Mr. Carter: Did I say \$140? I thought I said \$125. I want to say to you that we pay \$125, and are glad to pay it, in order to get the services required, and we sometimes have great difficulty in getting the service for that money.

Mr. Park: Is it not a fact, Mr. Carter, that the wages of clerks are raised according to individual capacity, that they are not all given a blanket raise, but one clerk may develop the faculty for increased responsibility, and that is recognized, and he may be advanced and go around other clerks older in the service? Could you apply strict seniority to that kind of work?

Mr. Carter: I think perhaps it could not be strict, but seniority could be applied, and I am quite sure that those clerks who are overlooked, seriously think that they have been overlooked unjustly.

Mr. Park: I have in mind a personal friend of mine who has a very good position in your office, and I think there are other men there who are older in the service than he is, who are not as well paid. Do you have seniority in the office of the Brotherhood of Locomotive Firemen and Enginemen?

Mr. Carter: Mr. Donhower, who is one of our most efficient clerks, and I think one of your best friends, has been in the office, I think, since 1895, and he has been advanced, and he is now receiving next to the highest rate of pay paid in that office. The only man receiving a higher rate is Mr. Bennet, who is chief clerk, and he has been there I think since 1887.

Mr. Park: Mr. Donhower then has developed a capacity for increased responsibility which entitles him to more pay than some of the other clerks who may be older in the service?

Mr. Carter: Well, he always had. I mean to say that Mr. Donehower is an exceptionally studious man. He is a man who tries to fit himself at all times for any work to which we assign him.

Mr. Park: We have in the railroads a great many clerks of that character, and they usually go ahead of the others. We have clerks who get \$1800 and \$2000 and \$2500, and I guess \$3000. I think the railroads pay their clerks better than the government does. I do not think there is any question about that.

Mr. Shea: Mr. Carter, I was going to ask you about Mr. Donehower. Does he not rank second on the seniority list?

Mr. Carter: He is the next to the oldest man on the seniority list in our office.

Mr. Shea: And he is paid accordingly, is he not?

Mr. Carter: He has been advanced almost exactly in his seniority order.

Mr. Park: But you do not apply seniority in the office?

Mr. Carter: Well, nearly so. If a man is capable, he is advanced. We can not advance a clerk who is not an expert stenographer, to a position as an expert stenographer.

Mr. Park: But you have no organization in your office that compels you to advance by seniority?

Mr. Carter: No, but you will find that seniority has been very closely adhered to.

Mr. Park: That is the natural thing to do, all things being equal.

Mr. Carter: I think it is. I think the government tries to do that under its Civil Service.

Mr. Park: I do not know about the government.

Mr. Carter: I think you will find that they favor the old clerks.

Mr. Burgess: Is it not a fact that the conductors and trainmen in the western country have a standard rate?

Mr. Carter: I understand that so far as the wages of conductors and trainmen are concerned, they have already accomplished what we have tried to accomplish here.

Mr. Burgess: That applies on all the railroads that are in this particular movement?

Mr. Carter: I will not positively so state, but it is my

opinion that there is practically a standardization of the pay of conductors and trainmen. I understand there are some exceptions, but there is an almost complete standardization.

Mr. Burgess: That is all I wish to ask.

Mr. Sheean: Mr. Carter, by standardization, you mean the adoption both of a uniform rate and of a uniform base to which to apply it?

Mr. Carter: I presume so.

Mr. Sheean: I think we went into the question of standardization one day here. A mere rate, unless applied to a uniform base, which measures uniformly the day and everything that pertains to it, would not bring about uniformity in compensation.

Mr. Carter: It would bring about uniformity in rates. It would then require another movement like this to bring about uniformity in rules.

Mr. Sheean: Applying simply uniformity in rates, unless the base to which it was applied was uniform, would not cause the same money to be paid by the railroad company to its employes that another railroad company might pay to its employes for the same service?

Mr. Carter: For the same service, exactly the same; but the other company may pay for service that this railroad company does not pay for, and therefore a man's earnings would be increased.

Mr. Sheean: Where there is a reservation, as there is here, whereby an engine for instance which now takes a rate, because of size of cylinders, which is higher than the rate which you request, the higher rate will be retained, will it not, and your exhibit as introduced shows that, by leaving that space blank?

Mr. Carter: Yes, that is the understanding.

Mr. Sheean: So that a uniformity of standardization, whether it was on 10,000 pounds on drivers, or 250,000 pounds on drivers, would not in fact bring about uniformity in pay unless the base to which that would apply was uniform on all roads?

Mr. Carter: It would effect uniformity only so far as it did effect uniformity. It would not effect uniformity in those things not provided.

Mr. Sheean: It would effect uniformity only insofar as the base was uniform.

Mr. Carter: So far as the rates were uniform?

Mr. Sheean: Mr. Carter, you distinguished yesterday between rates and earnings.

Mr. Carter: Yes.

Mr. Sheean: Mere uniformity in rates will not bring about uniformity in earnings.

Mr. Carter: No, you have got to have uniformity of rates and base.

Mr. Sheean: That is all.

Mr. Carter: I should like to explain, if the Board please, that the use of the saving clause is an evidence of the conservatism of the request to be arbitrated, or to be settled through negotiation. If the requests of the men were radical, they would ask for the highest rates now paid on any railroad, and by that process eliminate the necessity for a saving clause. It is only because they have asked this standardization to be adopted at less than the highest rates that it is necessary to protect those rates which are higher. Now, if saving clauses are to be abandoned, it would necessitate that the requests be made still higher; and therefore I say to you that the presence of a saving clause is prima facie evidence of the conservatism of the request.

Mr. Byram: Mr. Carter, the desirability of standardization would not carry you so far as to want a standardization that did not involve an increase in pay, would it?

Mr. Carter: It is our purpose to help the engineers get increases, and we would protest against decreases.

Mr. Byram: Would it be better to treat standardization as a separate proposition, than to standardize on the present basis, if you please, and then consider the proposition of an increase separately?

Mr. Carter: I think it has been the purpose to standardize the wages on the present basis, and then next to standardize the rules, and then everything would be standardized.

Mr. Byram: Yes, but the standardization which you propose here involves a very decided increase in pay along with it, does it not?

Mr. Carter: I think you will find that Exhibit 4 shows exactly the increase in pay on each engine.

Mr. Byram: It involves an increase in pay. It is not standardization solely for the purpose of standardization, but it also involves an increase in pay.

Mr. Carter: It involves an increase in pay, except where indicated in Exhibit 4 by three stars.

The Chairman: Call your next witness.

Mr. Phillips: Mr. Carter, in connection with a former exhibit, I believe you stated that it was your belief that the wages of engineers and firemen would be increased in proportion to the task they performed, and in proportion to their earnings for their employers and in proportion to their productive efficiency. Is there any other reason why you believe that the wages of engineers and firemen should be increased?

Mr. Carter: I think my statements pertaining to increased responsibility, increased labors and increased productive efficiency were particularly with reference to the gradations of wages by weights on drivers. I think that was the matter under discussion, and I now state that, regardless of a division of weights on drivers as basis of pay of engineers and firemen, those same reasons should now be considered in increasing the wages of locomotive engineers and firemen; but I have another reason which has nothing to do with a division of weights on drivers, why the engineers and firemen should have their wages increased, and that is the increased cost of living.

Mr. Phillips: Have you prepared any tables or data which bear out this statement?

Mr. Carter: Yes.

Mr. Phillips: I have in my hand a book entitled "Increased Cost of Living of Locomotive Firemen, Hostlers and Engineers in Twenty-nine Western Towns." Do you identify this as the work you have prepared?

Mr. Carter: I do.

Mr. Phillips: If the Board pleases, I desire to introduce this volume as Exhibit No. 9.

(The document so offered and identified was received in evidence and thereupon marked "Employees' Exhibit No. 9, received in evidence December 9, 1914.")

Mr. Phillips: Mr. Carter, will you kindly explain, for the benefit of the Board, the purpose of this exhibit and the manner in which it has been prepared?

Mr. Carter: As stated before, we had knowledge that the last increase in wages for locomotive firemen in the western district, secured through an arbitration, under the Federal Law, was based entirely, in the majority of cases, upon the increased cost of living. We had knowledge that even on the coal-burning locomotives the Board had based one-half of the increase solely on account of the increased cost of living. Having that knowledge, last November it appeared to me that an investigation should be made, a special investigation, to ascertain if there had been another increase in the cost of living of locomotive engineers and firemen, in the same towns and employed on the same roads that were included in the award of 1910.

I had at my command the official reports of the Bureau of Labor Statistics of the United States; but I found that they applied only to the larger cities, the larger centers of population, and I anticipated that if we depended upon the government reports, as issued by the Bureau of Labor Statistics, that some one might question whether the same increase affected engineers and firemen in outlying districts, in the smaller towns. I also recognized the fact that, in the large cities, the retail prices vary with the business site or location. For instance, you might find, in some localities, merchants were selling goods at a lower retail price than in other localities in the same cities. I also recognized the fact that many merchants in the larger cities catered to a trade that did not include firemen, and all of these things might be brought out for the purpose of discrediting the value of the governmental reports.

I found nothing in Canada that went back to 1909 and 1910 for retail prices. They have been printing a most extensive report there on wholesale prices, but it has only been within the last year or so that they have begun presenting information concerning retail prices, and, as evidence that it is but a recent addition to their work, they now publish it as an appendix to their wholesale prices.

I also recognize it is a fact that we should ascertain what had been the increase in retail prices of articles actually purchased by firemen. Having in view the necessity of something unusual, I devised certain schedules or report forms. When I use the word "schedule" I mean a list of matters to be investigated, and to which replies should be added.

I first took, for the meat schedule, exactly the same schedule as adopted by the United States. There being no milk schedule, or increase in price of milk, shown in the governmental reports, or at least issued by the United States Bureau of Labor Statistics, I found it impracticable to, myself, devise any extensive schedule, so I limited it to the price of milk when sold in different quantities and the different kinds of milk sold. With regard to groceries, I realized there are many things purchased from a grocer not at all included in the reports of the United States Government, and which at that time had not been included in the reports of the Canadian Government, so I called to my assistance one of the grocers of the city of Peoria, who, perhaps, does the most extensive business, and he and I went over price lists and he finally O. K.'d a list of one hundred and eleven standard articles, or items perhaps they should be called, which are usually purchased by the average family. You will note, by referring to the schedule of this grocery report, beginning on page 5 and extending over to page 7, that there are 111 items. The purpose in numbering these items by number was so that you, without reading the line, could compare them by item numbers. The item numbers were inserted to facilitate future compilations, computations and derivative tables. You will note in the first items, 1, 2, 3 and 4, that they apply to apples. Now, in order to be able to answer whether this was a Ben Davis apple, or if I knew whether it was a Jonathan apple, I wanted to say yes, and you will see there, I have, as item No. 1, No. 1 Baldwins; No. 2, No. 1 Greenings; No. 3, No. 1 Jonathans; and No. 4, No. 1 Ben Davis. You will also find that in coffee I show several grades. In cheese, three grades. In flour, I grouped that by the quantity purchased. You will find, in many instances, that there is a grouping of the same general data through different item numbers. We worked on that quite a while, and the gentleman to whom I refer, Mr. Sengenberger, said he believed that was about as accurate and complete a schedule as could be devised, and I accepted his judgment.

With regard to the schedule for shoes, I found it was practically impossible to make a schedule for shoes; but I outlined a method of questioning which was adhered to as closely as possible by the investigators.

With regard to clothing, I visited personal friends of mine

who are connected with extensive retail clothing establishments, and learned that it would be impossible to make comparisons of the prices of clothing, for the reason that the price of the same suit changes greatly in the same year, sometimes as much as 50 per cent. I learned that in the early part of the season merchants have to get a high profit on their goods, for, when the season passes, they probably would have to sell them at cost and sometimes below cost. I also learned that there was a constant change in the quality of the material; in the cut and design of the clothing, and I was assured by a merchant in whom I have great faith as to his judgment, that it would be impossible to make any comparison, for no one else had ever succeeded in making acceptable comparisons.

Now, with regard to fuel, knowing that fuel was an item of considerable expense to railroad men, I attempted to ascertain information on that.

By the way, I called to my assistance men, in whose sincerity of purpose, in whose ability and in whose earnestness, I had great faith; men whom I believed, if they went out, would honestly and sincerely obtain results. In fact, would be able to "carry a message to Garcia," as Elbert Hubbard has said. They went into the field and adhered closely to the instructions and the schedules, and we have a bound volume here of their reports. I also have a bound volume of the affidavits, personally acknowledged before notaries public, of the merchants who gave the information. For fear that any special investigation conducted by a partisan in a movement of this kind might be discredited as being partisan, I insisted that all merchants should be notified of just what was wanted, and that before filling in a single blank space they would be requested to make oath to the accuracy of the same, before a notary public. Now, when that instruction was given, I anticipated that most of the merchants would absolutely refuse to do anything of the kind. To my surprise, I think only one, or possibly two, of all these merchants, said they were too busy to make affidavit thereto. It is true it required some waiting on the part of the investigators, and it required, in many instances, to have the notary public go to the store, because we could not ask the merchant to leave his store and go to the office of the notary public; but, by referring to the supporting data, which will have to be introduced as such, as we have not two

copies of it, you will find how carefully these reports have been prepared and how the retail merchants have sworn to the accuracy of the same.

Now, we had to have a starting point. We recognized that to start out one certain day would require an enormous number of investigators, all of whom should complete their work in that day. Therefore, we instructed the investigators to say this to each merchant: "What are the retail prices today, then examine your records, and, to the best of your ability, state what the retail prices of the same articles, sold in the same amount, would have been just for four years previously."

Now, I think you will find the first of these reports bear date—you cannot find that here, as they are not listed chronologically, but you will find, I think, that the first date was early in December, and you will find the last date was in the first days of March. Taking the territory into consideration, and the fact that while we had five men, one was substituted for the other on account of sickness and death in the family of the one first assigned, and because the other could not take up the work until some time later, I think you will find that there was less than an average of four men in the field. They traveled from city to city, visiting merchants and accomplished this entire investigation and made their reports by the early days of March; in fact, three of the investigators completed their investigations in the latter days of February.

In selecting the towns to be investigated, I wanted small towns or, rather, towns about which it could not be said that in one part of the town they charged one price and in another part of the town they charged another price. I also wanted to select what are called "Railroad towns," so it could not be said it was one in which railroad men did not actually use these prices. In fact, I used every precaution to prevent the report being discredited.

I selected twenty-nine towns. These towns, I think you will find, are towns where railroad men make up a considerable part of the population of the towns, with possibly one exception, and that is Little Rock, Arkansas. We became confused there, and, instead of confining our work to Argentine, Arkansas, which is across the bridge from Little Rock, we have reports from both Little Rock and Argenta,—I said "Argentine"

but I meant "Argenta." The towns selected were these, in alphabetical order: Winslow, Arizona; Little Rock, Arkansas; Kamloops, British Columbia; Dunsmuir, California; Sacramento, California; La Junta, Colorado; Pocatello, Idaho; Galesburg, Illinois; Estherville, Iowa; Parsons, Kansas; Winnipeg, Manitoba; Breckenridge, Minnesota; Waseca, Minnesota; De Sota, Missouri; Butte, Montana; Glendive, Montana; Lincoln, Nebraska; Albuquerque, New Mexico; Sparks, Nevada; Dickinson, North Dakota; Roseburg, Oregon; Regina, Saskatchewan; Huron, South Dakota; Denison, Texas; Ogden, Utah; Hillyard, Washington; Tacoma, Washington; La Crosse, Wisconsin; and Cheyenne, Wyoming. You will understand, that I have read these names alphabetically, by states, and that is the only significance that should be attached to the manner in which I have read them. These towns were selected, as I say, because we wanted to know what the true increase in cost of living had been for railroad men. I think I have covered the purpose and method of this report.

Mr. Phillips: You stated, Mr. Carter, if I understood you correctly, the investigators began their work in December or in January—did you mean in December, 1913, and January, 1914?

Mr. Carter: December, 1913, and closed their work about the 1st of March, 1914.

Mr. Phillips: In one place here, on page 13,—it has just caught my eye—the last column of the table there, you say "Increase in average price, 1913-1914 over 1909-1910." I believe you explained that these investigations did not all begin on a certain day, but you took the winter of 1909-1910 for the purposes of comparison with the winter of 1913-1914.

Mr. Carter: Yes, sir. You might say the same three months period of the winter 1913-1914 compared with the same three months period of the winter 1909-1910.

The Chairman: Mr. Phillips, will you kindly suspend? The Board will take a recess until 2:30.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2:30 P. M.)

AFTER RECESS.

W. S. CARTER was recalled for further examination and having been previously sworn, testified as follows:

Mr. Phillips: Mr. Carter, turning from page to page here, there are a number of reports or report forms. Are these the sample forms in a measure described by you this morning, and which were used in making your investigations.

Mr. Carter: Yes, and selected at random. There may be something in them that may require explanation. They were not selected for any specific purpose. I might say they were selected, so far as different sections of the country were concerned, and different subjects, but there was no attempt to select any specific form.

Mr. Phillips: These various reports on the different commodities are typical of the numerous reports gathered?

Mr. Carter: Yes.

Mr. Phillips: Now, please turn to page 14, to the table numbered 2, beginning there.

Mr. Carter: Yes.

Mr. Phillips: And continuing on following pages. This is a meat table, is it not?

Mr. Carter: That is the first derivative table from the original reports on retail prices of meat.

Mr. Phillips: It shows the prices at the different points, at the different periods taken into consideration in your investigation?

Mr. Carter: As quoted from the original reports. You will note there that Winslow, Arizona, has report No. 1 and No. 2. In that instance the investigator interviewed two butchers, or meat dealers, in the same town.

Mr. Phillips: Does there appear to be any similarity in prices, or increase, where such dual investigations were made?

Mr. Carter: Sometimes they differed. Note the first item there in report No. 1, from Winslow, Arizona, shows that the price of sirloin steak, native steer, was 20 cents in the winter of 1909-1910, and 28 cents in the winter of 1913-1914, while report No. 2 from the same town shows that in the winter of 1909-1910 the price of sirloin steak, native steer was 22 cents, and the price in the winter of 1913-1914 was 27 cents. There is a deviation right there.

Mr. Phillips: They both show an increase, however, do they not?

Mr. Carter: Yes.

Mr. Phillips: They appear to be about the same price in 1914, one having increased a little more than the other.

Mr. Carter: I think you will find that there is a general similarity, although there are differences. For instance, you may find where there is no increase in meat. If there is any such report, you will find it right there.

Mr. Phillips: And the actual rates reported from the different points and for the different kinds of meat, are set forth in this table in their entirety?

Mr. Carter: The prices in table 2 are copied from the original reports.

Mr. Phillips: On page 13 is table 1. Is this a derivative table from table 2?

Mr. Carter: Table 1 is derived from table 2, and is a summary of the information found in table 2. For all the rates shown in table 2, for each of the items of meat, we show the number of rates or reports which go to make up the average price per pound quoted in the summary on page 13.

Mr. Phillips: You show the average price per pound for the winter of 1909-1910 in the second column of figures, do you?

Mr. Carter: Yes.

Mr. Phillips: And the average price per pound for 1913-1914 in the second column under the next heading.

Mr. Carter: Which would be the fourth column of figures.

Mr. Phillips: And in the last column you show the increase in average price. That would be the average increase, would it not?

Mr. Carter: No, that would be the increase in the average price of 1913-1914 over 1909-1910, showing the percentage of increase.

Mr. Phillips: But the actual prices or figures setting forth the actual cost of these meats, are all set forth in detail in table 2?

Mr. Carter: Yes.

Mr. Phillips: And these figures, 36 per cent increase in average price, 35 per cent, 34 per cent, for sirloin steak, steer, heifer and cow, and the 37 per cent, and the 33 per cent, 40 per cent and 26 per cent on down the extreme right hand column, show the increase in average prices for the year.

Mr. Carter: Yes.

Mr. Phillips: Or for the years between the two periods. About a four year period, is it not?

Mr. Carter: About a four year period.

Mr. Phillips: Now, if you will turn to Table 4 on page 22, and explain this to us briefly, please?

Mr. Carter: Practically the same class of information, but it applies to milk.

Mr. Phillips: Is this a derivative table for milk on page 21?

Mr. Carter: Table 4 on pages 22 to 25 is the first derivative table from the original reports. Table 3 is derived from Table 4, and in fact is a summary of the information shown in Table 4.

Mr. Phillips: In the extreme right hand column, 21 per cent increase in average price would apply to a pint of sweet milk, 22 per cent for a quart of sweet milk, 23 for a half gallon, 24 for a gallon, 25 per cent for a quart of sour milk, 88 per cent for a gallon of sour milk. How do you account for that apparent great increase, Mr. Carter?

Mr. Carter: I have tried to account for it, but I have no information upon the subject; but, I rather think that formerly sour milk was not used; in other words, sour milk—I mean buttermilk and possibly other classes of sour milk. I reached the conclusion by a study of the two that sour milk was not used, perhaps, as extensively four years ago as it was when this report was compiled, and I account for the greater increase when the buttermilk was not sold by the gallon, that is, when sold by the quart in this; that, they, perhaps, in the beginning, would not do as much for delivering as they did for the milk, therefore, in a small delivery it is possible it does not show as much of an increase as a delivery of a gallon, which would probably indicate the real increase of the value of the milk not so weighted with the expense of delivery. I am just surmising that, I have no positive information on it.

Mr. Phillips: And the following figures for cream show the average increase?

Mr. Carter: Yes, sir.

Mr. Phillips: Mr. Carter, turn to Table 6 on page—

The Chairman: May I interrupt. Do I understand counsel for the railroads to controvert the proposition by the other side

that there has been a material increase in the cost of living during the past four years?

Mr. Sheean: Yes, sir; not a material increase, but we do contend that the increase in the cost of living is no greater in the ratio of increase than the increased earnings of the men during the same period.

The Chairman: The reason I asked the question was, I thought if we reached an agreement it might facilitate the hearing as respects that point.

Mr. Sheean: There is no controversy about the question that there has been an increase in the cost of living, but we expect, if that question becomes material, to attempt to follow the weighted average system that is adopted by the Bureau of Labor. In this exhibit there has been no intention of carrying out into the average, as I get it, the manner in which these different items would affect the total cost of living.

The Chairman: In that view of the matter you may proceed with the examination.

Mr. Phillips: I believe I requested you to turn to Table 26 on page 28. In this table, which shows increase in retail prices of one hundred and eleven articles of food, in grocers' sundries, in twenty-eight western towns, that continues on a number of pages over to page 56, I believe. Now, Mr. Carter, you explained briefly this morning, I think that you had listed apples as they appear first in the table beginning on page 28, four times, because of four different kinds of apples or four different varieties. Now, at the outset you say: "Increase in Retail Price of 111 Articles," have you counted apples as four articles there?

Mr. Carter: Every item is considered as an article.

Mr. Phillips: Then apples repeated four times will mean four articles.

Mr. Carter: You will note by referring to report 72, that in the same town, Ben Davis are 30 cents a peck, Johnathans 60 cents a peck, Greenings and Baldwins 50 cents a peck, which shows there is a great difference in the price of apples, according to the variety of apples.

Mr. Phillips: This method of classifying your items of apples, applies to the other articles where you make a different item for the different articles?

Mr. Carter: Yes.

Mr. Phillips: Have you actually 111 articles, or 111 items?

Mr. Carter: Perhaps the word "item" would be more accurate. I have 111 different items on which prices are quoted, as distinct from any other item.

Mr. Phillips: In these tables, I believe you explained this morning, or perhaps it was in connection with this same table, that you have repeated the table several times in order to get all of the cities in—there is a repetition for the different cities?

Mr. Carter: On account of having 111 items, you will note that it takes a column four pages in length to report for one city. And then we take up another set of cities, in the same manner.

Mr. Phillips: And you use the same items each time, do you, Mr. Carter?

Mr. Carter: Yes.

Mr. Phillips: And show the comparative cost in each city?

Mr. Carter: Yes.

Mr. Phillips: You show the actual prices for the purposes of comparison?

Mr. Carter: Yes.

Mr. Phillips: You have prepared a comparative table from this very large table, which I believe appears on page 26—Table 5—have you not?

Mr. Carter: Pages 26 and 27.

Mr. Phillips: Does this derivative table, Mr. Carter, indicate that there has been a general increase in the cost of the items or articles listed in your table?

Mr. Carter: The column next to the right shows the percentage of increase 1913-1914, compared with 1909-1910. The last column to the right shows the items where there has been a decrease in the price, that is, a decrease in the average price.

Mr. Phillips: An increase is not shown in all cases?

Mr. Carter: I think there are eleven exceptions out of the one hundred and eleven items.

Mr. Phillips: Well, Mr. Carter, would it mean that on eleven different articles or items there were decreases in price, or a repetition of the same article?

Mr. Carter: If you will refer to page 26, you will note four items showing a decrease; they are of flour. We first quote the price of $\frac{1}{8}$ -barrel sack, best hard wheat, Minnesota, per sack:

$\frac{1}{4}$ -barrel sack, best hard wheat, Minnesota, per sack; $\frac{1}{8}$ -barrel sack, best Kansas, per sack; $\frac{1}{4}$ -barrel sack, best Kansas, per sack. Those four decreases refer to flour. They are in two grades of flour and sold in two different quantities. You will find that on page 27 there are two decreases with regard to sugar.

Mr. Phillips: Then, where eleven prices indicate decreases, it might not necessarily mean that eleven separate articles show a decrease?

Mr. Carter: No.

Mr. Phillips: Or eleven separate commodities?

Mr. Carter: No.

Mr. Phillips: And the same is true of the articles where increase is shown, where one hundred may show increases, that might not mean that one hundred different articles, but one hundred as listed here, show an increase, and eleven show decreases?

Mr. Carter: Yes.

Mr. Phillips: Throughout table 6, from which this is derived, Mr. Carter, I notice reference notes, and also a reference note following this table here. Will you please give us an explanation of their meaning and purpose?

Mr. Carter: Reference notes 1, 2, 3, and 4 will be found on page 56. In the original you will note that some columns have no entries or numbers. By referring to reference note one on page 56, you will note that in a considerable number of reports they gave prices, per box, of apples or, per pound, of apples. The schedule called for "per peck," as it was not practical or perhaps advisable to attempt to arrive at an average price when the quantity sold was not the same, these footnotes show the deviations from the schedules, and where apples were quoted by the box, they were not included in the summary here on pages 26 and 27 but they were shown here in these reference notes on pages 56 to 59. That applies to many other items.

Mr. Phillips: Well, now, where you show these items here listed and covered by reference notes, did you include the percentages of increase here in reaching your percentages shown in table 5?

Mr. Carter: No, sir. I showed the percentages of increase

in these reference notes on pages 56 to 59, entirely separate from the summary which appears as table No. 5.

Mr. Phillips: Where these apples by the box, or other items quoted in an irregular manner, or in a manner different from that followed in the general reports, you show the percentage of increase or decrease in twice, do you?

Mr. Carter: Wherever there was a deviation from the schedule. For instance, we called for a certain kind of cheese. The Canadian reports give the price of Canadian cheese, which we did not include in our schedule, and you will note by reference to reference note No. 7, I think it is, the schedule called for prices on cheese, full cream, Wisconsin, per pound. Now, reports 73, 75, 83, 95, 100 and 109, quoted prices on cheese that was not full cream Wisconsin, therefore, instead of including that in the summary, I have placed it back here in the reference notes, showing what was the increase on the cheese that was quoted. The same applies to other things.

Mr. Phillips: Now, Mr. Carter, will you kindly turn to table 7, beginning on page 60, under the caption, "Increase in Retail Prices of Shoes in Fifteen Western Towns." What is the general increase in price of shoes, as indicated by this table?

Mr. Carter: In nearly every instance the dealer in shoes insisted on giving the increase in the price in so many cents, fifteen cents, twenty-five cents, fifty cents, seventy-five cents, or one dollar. They insisted on doing it that way.

For instance, a pair of shoes that would sell in the winter of 1909-1910 for \$2.50, in report 113 from Little Rock, Arkansas, the dealer stated that that same pair of shoes had increased to \$3, and you will find that ordinarily that is the system they have followed, except that in some instances they have reported an increase by percentages, of ten to twenty per cent, or twenty to twenty-five per cent, and so forth.

Mr. Phillips: It shows in the main a general increase, does it not?

Mr. Carter: Yes, sir.

Mr. Phillips: Have you compiled any derivative table from Table 7?

Mr. Carter: No, sir.

Mr. Phillips: You simply show within the table itself what the increase has been?

Mr. Carter: Yes.

Mr. Phillips: Table 8, on the next page, page 61, shows under the caption "Increase in Wholesale Prices of Materials, Cost of Labor and Rent, and Retail Price of Suits of Men's Clothes in Thirteen Western Towns". Have you shown here for clothing the information contained in a general way in Table 7 for shoes?

Mr. Carter: Much more extensively in detail. The reason I adopted that table was that the dealer in clothing whom I asked to assist me had stated that it would be impossible to compare ready made clothing, but that it should be practicable to ascertain what had been the increase on tailor-made clothing, and this schedule was prepared by him; and he said "If you present this schedule to a merchant tailor he will know what you mean, and will be able to give you the information desired."

You will note that after the state and town and the number of the report he gives the increase in prices on worsted fabrics, woolen fabrics, mohair linings, silk linings, canvas and other inside materials, sewing silk, tailors' wages, shop rent and complete suits of clothes.

Mr. Phillips: The form you have adopted for this table is a little different from the others, is it not?

Mr. Carter: Very much different, because I was very anxious to get something on clothing, and this was suggested to me as being the most practicable.

Mr. Phillips: Does the report show a general increase for clothing?

Mr. Carter: Yes, some of the items. Some of those columns I think you will find do not show an increase; in some instances, perhaps, a decrease. I don't remember. It has been a long while since I read this, but you will find no change in price in many instances.

Mr. Phillips: Under sewing silk, which I read first—

Mr. Carter: A slight decrease.

Mr. Phillips: A slight decrease, then, 20 per cent decrease. Sewing silk is a part of the materials that go into a suit, is it not?

Mr. Carter: Sewing thread?

Mr. Phillips: Yes.

Mr. Carter: Yes.

Mr. Phillips: In the next column, tailors' wages, would you understand from that there had been a general increase in tailors' wages?

Mr. Carter: Where they reported, it would indicate that, but a great many of them made no reports, for this reason: When we got to the smaller towns we found that they did not hire any tailors, a man did his own work, and they could not make any report on that. He was the journeyman and the proprietor combined.

Mr. Phillips: In the first column, in all these tables, Mr. Carter, I notice a report number. That has reference only to the report filed by the investigator, does it not?

Mr. Carter: The numbers that I gave the reports. They were not numbered as received, but, after they were all received and the investigation closed, I sorted them by places, and then alphabetically by states, and then numbered them from one to the highest number. I believe it is 177.

Mr. Phillips: Will you turn back to page 26 just a moment, please. In the first column of the table there—

Mr. Carter: That is the item number.

Mr. Phillips: Then, in the first column next to the right, under "Number of reports," does that refer to the report number or to the number of reports received?

Mr. Carter: On that we find first eighteen reports on Baldwin apples, 35 reports on cheese, full cream, Wisconsin, and so on.

Mr. Phillips: I believe you stated this morning, did you not, that those original reports would be filed for the reference and information of the Board?

Mr. Carter: Yes.

Mr. Phillips: Now, if you will turn, Mr. Carter, to the next page, 62, and Table 9, showing retail prices of fuel in twenty-eight towns. Do your reports indicate a general increase in the cost of fuel?

Mr. Carter: Yes, sir. The next to the last column shows increases, the last column shows decreases. I think with the exception of three they all show an increase. Soft coal at Winslow, Arizona, decreased one dollar. You will note that in this table percentages are not inserted to show the increase and decrease.

It is the amount, for instance, twenty cents a ton or a dollar a ton.

Mr. Phillips: Perhaps coal is not as necessary at Winslow as it would be at Breckenridge, Minnesota, or some place like that at this time of year. Do you show any cost for wood, Mr. Carter?

Mr. Carter: Wherever the dealers that were interviewed also dealt in wood, we found that wood was used for fuel in those localities or towns, and to carry out the purpose of the investigation, we gave the change in price of wood as a fuel.

Mr. Phillips: Wood also shows a general increase, does it, in most cases?

Mr. Carter: Yes, sir.

Mr. Phillips: What is Table 10, beginning at the bottom of page 63, Mr. Carter?

Mr. Carter: Table 10 is a reference table for all others. It gives information on which tables and deductions are based. For instance, the first column shows the number of reports as we find in the volume of reports. The second column shows the date of the report; the third column shows town and state. The fourth column gives the names of the retail dealers completing those schedules, and this table is divided by subjects, as meats and lard is one table, milk is another, groceries and grocer's sundries. Reports on prices of shoes, on tailor made clothing and on the price of fuel. I should like to say, however, that the name quoted as a retail dealer was the name signed to the affidavit, and in order that these names might be identified, if we so desired, I have reference notes here. For instance, Report number 1 was sworn to by L. W. Quinlan. Turn to the reference note for Table 8 and you will find that Mr. Quinlan was the manager of Babbitt Brothers Mercantile Company.

Mr. Phillips: You said Table 8. Did you mean Table 10, Mr. Carter?

Mr. Carter: Table 10. You will find that in many instances the men who signed affidavits were managers of the departments in which these items were sold.

Mr. Phillips: Did I understand you to say this morning, Mr. Carter, that before any statement was made by these dealers or by representatives of these firms that they were notified they would be required to make an affidavit to such statement?

Mr. Carter: I am quite sure in every instance when they were requested to furnish this information, it was explained to them that it would probably be used in such a manner that it ought to be sworn to. If I remember correctly, there are only two reports not sworn to.

Mr. Phillips: Why were they not sworn to?

Mr. Carter: I don't remember. It seems to me the correspondence indicates that the investigator could not get the dealer and the Notary Public together.

Mr. Phillips: On page 67, Mr. Carter, is Table 11. What is shown by this table?

Mr. Carter: This is simply a table for information. It shows in what states the different reports by subjects and by numbers may be found. Following that the names of the investigators and the reports made by each. Following that you will find several pages devoted to personal interviews with retail dealers and quotations from interviews with retail dealers, as shown in these reports.

Mr. Phillips: Are these reports from investigations of retail dealers in the language of the dealers?

Mr. Carter: Sometimes, and sometimes in the language of the investigator. The investigators were instructed to ascertain what dealers blamed for the higher prices of the articles quoted. For instance, we have here in the first subdivision on page 67, some investigation with regard to the wholesale prices and causes. I think most of the meat dealers particularly, in fact nearly all dealers, say that on account of the wholesale cost of these items they have been compelled to increase the retail price.

Another subdivision, on page 68, shows a claim that the retail prices have increased because of higher rents, and they cite the causes.

The Chairman: Because of what?

Mr. Carter: Higher rents of business localities.

In the third item they attribute the increase in retail prices to the higher wages paid employes.

Then again, investigators were instructed to ascertain, if possible, the usual amount of each article purchased by locomotive enginemen. The replies are here, or rather the interviews are here

Then, again, on page 71, we have an exact reproduction of what they said about these different matters. In some instances it does not appear in the affidavit, because the affidavit usually is limited to the prices quoted: but you will find these quotations from the reports of investigators as to what was said. I think the nature of the quotation will largely indicate that. For instance, at the bottom of the first column on page 71, is a quotation from Report No. 24, which says:

“I am advised by Mr. W. S. Guley that there has been a general advance in the wholesale price of meats of all qualities,” and so forth. That shows that he is simply reproducing what Mr. Guley told him, and that part is not sworn to by the dealer; but in some instances these statements appear as a part of the affidavit.

Mr. Phillips: This report No. 24 would show clearly where it was made and by whom, would it not?

Mr. Carter: Yes. By turning to page 67, you will find that report No. 24 is from Missouri, and that it refers to meat and lard.

Mr. Phillips: The report made by Mr. Guley, and to which he swore, was to show the increase in prices of meat and lard at that point, was it?

Mr. Carter: Yes.

Mr. Phillips: And these quotations, which cover several pages here, are sometimes in the language of the dealer, and sometimes in the language of the investigator who queried the dealer and gave his reply?

Mr. Carter: Yes. I think that the information given by the dealers as to the usual amount of articles purchased monthly by locomotive enginemen is of considerable concern and interest, because it has always been difficult to ascertain what that is.

I understand, the government has made certain investigations, but usually the government investigators have gone into the mills where the most recent importations of labor may be found, and where the expense of living is not very high, and they have there found that a very low expense will keep a family of five for a year, an expense that is far below the standard of the American working man as set forth in political campaigns.

Mr. Phillips: Now, will you turn again to page 11, please. On this page under the caption of “What has been the increased

cost of living" appear several paragraphs which I take it are your deductions from the tables contained here?

Mr. Carter: With permission I would like to read it. It is only slightly over half a page.

"Tables 1 and 2 include 1,329 reports on twenty classifications of butchers' meats and show that the increase in the average retail prices of such meats have equalled approximately one-third of the retail prices paid during the winter of 1909-10. If the average expenditure for meats by families of railroad employes in the winter of 1909-10 was \$10 per month, it may be truly said that during the winter of 1913-14 the increase in such expenditures average \$3.33 per month, or \$40 per year; or, as is probably the case with families of railroad employes assigned to the lower paid positions, they ate less meat, or inferior meat, during the winter of 1913-14 than in 1909-10."

Those deductions are made not only on the actual increases in prices, but on the estimates made by the dealers as to how much meat was purchased by the average family, and so forth, all of which may be found in detail in the latter portion of the exhibit.

"Tables 3 and 4 include 229 reports on milk and cream (from one-half pint to one gallon sales) and show there have been increases in retail prices from 20.81 per cent to 88.87 per cent during the period covered by this report. One retail dealer says, 'The average railroad family of five persons will use three pints of milk daily'.

"Tables 5 and 6 include 6,444 reports on 111 items of food and sundries usually purchased by families of railroad employes from grocers. These reports show an increase of from 0.54 per cent for Fels Naptha soap, to 44.82 per cent for beef (corned in cans, best grade, No. 1 cans).

For only eleven items of the 111 are decreases in retail prices shown. What has been the average increase of monthly expenditures by families of railroad employes for food and sundries purchased from grocers cannot be accurately determined, but some grocers have reported that grocery bills of such famil-

ies were from \$4 to \$8 per month higher in the winter of 1913-14 than in 1909-10.

“Table 7 includes reports for six classifications of shoes and shows that retail prices have greatly increased during the four-year period. Retail prices of shoes have increased 50 cents per pair, according to 42 reports. The increase per pair has been \$1, state 29 reports. Three reports state the increase has been 75 cents per pair, three state 25 cents, and one states 15 cents. Others report from 12½ per cent to 25 per cent increase. According to statements of retail dealers, the wearing qualities of shoes have depreciated, and thus, the actual increase in cost of shoes is greater than the prices indicate.

“Table 8 shows that the prices of men’s clothing made by tailors have increased from \$2.50 to \$5 per suit, and from 15 per cent to 20 per cent, during the four years covered by this report.

“Table 9 includes 56 reports on different fuels, 45 of which show material increases in retail prices, 4 show decreases and 7 show no change.”

Mr. Phillips: Mr. Carter, the deductions made here are your own deductions from the tables contained in the exhibit?

Mr. Carter: Yes, sir, and I think that perhaps the most enlightening and perhaps the most interesting part of these reports are these interviews and quotations from dealers with regard to the amounts purchased in the different periods and how the increase in price has affected the amounts purchased. For instance, you will find dealers will not hesitate to say that where, four years ago, the expensive cuts of meat were purchased by a family, the same family is now cutting down expenses as much as possible by buying the cheaper cuts of meat. You will find others that say that families are not buying as much meat as they did, and so on.

Mr. Phillips: Without again referring to the tables or going into any detail, does it appear that the increases for the cheaper cuts of meat are about the same as they are for the higher grade cuts of meat?

Mr. Carter: Yes, and no. In some instances, yes. Now, we will take chuck roast, on page 13. That has an increase, for some items, more than rib roast; and again, if you will refer to

other items in the same table, you will find just the reverse is true, that it is the high priced cuts of meat that have advanced. I do not think there is much to be ascertained from a comparison between the qualities of meats; it seems that they increased without any apparent reason, some more than others.

Mr. Phillips: I understood you to say, and from these tables I take it that these inquiries were made and completed some time early in the year 1914?

Mr. Carter: They were completed about the first of March, 1914. You will understand that those reports were sent in to me just as they were completed by the investigators. They did not hold them until the end of the investigation, but they sent them in to me as they were completed.

Mr. Phillips: Do you know whether there has been any change in conditions and prices on these different commodities since that time?

Mr. Carter: I have not made an investigation, but I think there has been a considerable increase since this investigation was made on which this is based, but I have not attempted to make any investigation as to the increased cost of articles since the time covered by this report. I am quite sure, however, that some of the items where decreases are shown, for instance, flour, would now show a great increase; but this report is based upon a comparison of the retail prices of the winter 1913-14 and the winter of 1909-10, and has nothing to do with the increased prices since that time.

Mr. Phillips: Do you attribute any increases of the recent months to the unusual conditions in Europe, "war prices," commonly called?

Mr. Carter: I think that the war has contributed greatly to the increase in the prices of food; but I think there is another reason, and I think perhaps that has been covered to a great extent by statements of people who ought to be versed on the subject. For instance, it is said that meat never will again be cheap, not as cheap as it was before the war prices prevailed, because there is a gradual decrease in the raising of cattle; that is, in proportion to the increase of the population, but that is only speculative.

Mr. Phillips: Now, Mr. Carter, you make certain deductions here and also express your opinion to a limited extent.

Were your deductions made as to what is shown in these tables and your opinion formed without regard to the present high or "war prices" to which you refer?

Mr. Carter: It has no reference to any prices since the date of the report, and I think you will find that the last investigator completed his assignment of towns on the 4th of March. I don't remember exactly.

Mr. Phillips: If the Board pleases, it was previously stated that we would introduce here, for reference and information, the original reports, and we will be glad to have them so introduced.

The Chairman: You may offer them for that purpose.

Mr. Carter: And the original affidavits.

Mr. Phillips: They are there.

(The documents were delivered to the Secretary of the Board but not marked in evidence.)

Mr. Phillips: Just another question, Mr. Carter; in your explanatory statement this morning, in connection with this Exhibit 9 and its purpose, and the reason that led you to make such an investigation, I understood you to say that in 1910 an increase of 15 cents per day had been granted to locomotive firemen in the western country on account of increased cost of living. Is that correct?

Mr. Carter: That is correct. I want to say, however, that it does not appear in the language of the Award; but, as usual, disputes arose over what the Award meant, resulting in a convening of the Arbitration Board to interpret their own Award. Our Arbitrator, or, rather, the Arbitrator that had been selected by the Firemen to represent their interests in the Arbitration, and the Arbitrator selected by the railroads, to represent the interests of the railroads, and the Chairman of the Board, the neutral arbitrator, had an interchange of correspondence as to what was meant by the award. I have here a letter, addressed to our arbitrator, from which I will quote:

"Some two weeks ago I received a letter from Mr. Scott which I unfortunately have not before me, making a request for my understanding of the meaning of Section 'b' of the Chicago Arbitration Award, to which I replied, and as I have a copy

of my letter to him, am able to quote to you as follows from that letter:

“The allowance of 15 cents increase applies to all oil burning locomotives regardless of size or class of service (except the Mallet type). In other words, firemen running on oil burning engines of whatever size or class of service (except Mallet type), receive only 15 cents increase, which is based entirely upon the increased cost of living.’”

And our arbitrator continues:

“Of course, this is my interpretation and, as you will remember, is in accord with my theory expressed in our conference, that we should allow 15 cents straight through to firemen on all locomotives, regardless of whether they fired with oil or coal or of the size or class of service (except the Mallet type); this 15 cent increase being based entirely upon the increased cost of living.”

The Chairman: Who are you quoting from?

Mr. Carter: I am quoting from the Chairman of the Arbitration Board that disposed of the firemen's western case in 1910. I emphasized that this morning and prepared this report and shall expect, at the proper time, to show that the increased productive efficiency, the increased responsibility and the increased labors from 1907 to 1910; or, for that matter, for any other period, were not considered by the Arbitration of 1910 in reaching their award, except that, for firemen on coal burning locomotives, in freight service; or, rather, in other than passenger service, they received another fifteen cents increase, which may be attributed to the matters referred to.

Mr. Phillips: That is all.

CROSS EXAMINATION.

Mr. Sheean: Mr. Carter, in 1910 before the Board of Arbitration, there were presented and argued, increased labor, increased responsibility, increased productive efficiency, were there not?

Mr. Carter: Yes, sir.

Mr. Sheean: Much the same general argument as has been presented here?

Mr. Carter: And as will be presented.

Mr. Sheean: Yes. And the award, you say, makes no reference to the basis on which any particular item was allowed or disallowed or any conclusion reached?

Mr. Carter: Yes, it states specifically that it was entirely—

Mr. Sheean: The award?

Mr. Carter: No, not the award.

Mr. Sheean: This is a personal letter written by one member of this Board, which made this public conclusion, to whom?

Mr. Carter: To the member of the Arbitration Board that had been selected by the firemen.

Mr. Sheean: That is no part of the records of that proceeding, is it?

Mr. Carter: No part of the records of that proceeding.

Mr. Shea: And no announcement is made in connection with the Award as to what reasons induced or persuaded the Board to make the Award it did, as to any item or any number of items?

Mr. Carter: Not in the language of the Award.

Mr. Sheean: Or in anything that is filed as a part of the official proceedings which terminated with the Award or of which the Award forms a part?

Mr. Carter: Well, I don't know whether this would be considered official or not; but I am sure that it had the same effect as though it were official—it stuck.

Mr. Sheean: What I mean, Mr. Carter, and all I mean, is that there is not in the proceedings which led up to the Award, or in the Award itself, any statement of the reasons which persuaded the Board to make a finding, on any particular item or claim?

Mr. Carter: The Award was very brief. It simply stated the increases allowed.

Mr. Sheean: And the letter from which you quote is not filed with or made any part of the proceedings in the arbitration proceeding?

Mr. Carter: No, sir, that is, not filed in the court; it is filed with the arbitrators.

Mr. Sheean: Filed with the arbitration proceedings?

Mr. Carter: It is not filed as an official governmental record; it is an official record of the arbitrators.

Mr. Sheean: Well, as a part of the record in that arbitration proceeding?

Mr. Carter: Not in the court record; but in the files of the arbitrators.

Mr. Sheean: Now, Mr. Carter, as to this Exhibit number 9, I think from what you said preliminarily you are familiar with the investigation conducted by the Bureau of Labor with reference to the cost of living from year to year.

Mr. Carter: Yes. I will have another exhibit on it in a few minutes.

Mr. Sheean: You will have?

Mr. Carter: The next exhibit will be from what you are reading.

Mr. Sheean: From the Bureau of Labor?

Mr. Carter: Yes, sir.

Mr. Sheean: From the investigation conducted by the Bureau of Labor among a great many families, certain deductions have been arrived at as to the relative importance of certain items of food entering into the cost of living, or the cost of food.

Mr. Carter: Yes, sir, I am quite sure that it does.

Mr. Sheean: You have not, in any of the tabulations which you have made here, attempted to follow any formula as to the relative importance or unimportance in the actual cost of food of these 111 items?

Mr. Carter: Not on the tabular statement, but in the statement in the back part of the report you will find what has been said by dealers upon that subject.

Mr. Sheean: Turn, Mr. Carter, to page 11 of your exhibit, in which you say "in only eleven items of the 111 are decreases in the retail prices shown." Now, by turning to page 26 and page 27 of this exhibit, those eleven items are there set forth, are they not?

Mr. Carter: Yes, sir.

Mr. Sheean: Of the eleven items which show decreases, four of those items are in the cost of flour, are they not, being all of the items of flour as to which you made inquiry?

Mr. Carter: Four of the eleven.

Mr. Sheean: One of the eleven is the cost of potatoes, as to which you made inquiry in groups of three?

Mr. Carter: The cost of northern rural potatoes, not northern Burbanks or early Ohios. They show an increase.

Mr. Sheean: I said, of three classes of potatoes, one shows a decrease?

Mr. Carter: Yes, sir.

Mr. Sheean: Of two classes of table salt as to which you made inquiry, one shows a decrease?

Mr. Carter: Yes, sir.

Mr. Sheean: Of the three out of four items of sugar, as to which you made inquiry, a decrease is shown?

Mr. Carter: Yes, sir.

Mr. Sheean: And the only item of tobacco as to which your inquiry was made, shows a decrease?

Mr. Carter: Yes, sir.

Mr. Sheean: So that in the eleven items showing decreases, there are all the items of flour, all the items of sugar—

Mr. Carter: No, not all the items of sugar.

Mr. Sheean: How many items of sugar did you make inquiry about?

Mr. Carter: Eastern granulated—

Mr. Sheean: Then three out of four—

Mr. Carter: Let me explain. Eastern granulated, per pound, and Eastern granulated, per 25-pound sack, shows an increase.

Mr. Sheean: A decrease you mean, do you not?

Mr. Carter: Shows a decrease, as did sugar, light C, per pound. Sugar, standard powdered, was increased.

Mr. Sheean: Three out of four grades of sugar as to which you made inquiry, show a decrease.

Mr. Carter: You will understand that Eastern granulated is the same whether sold in a sack or by the pound.

Mr. Sheean: Both of those show decreases, don't they?

Mr. Carter: Yes, sir, whether sold by the sack or by the pound, they show a decrease.

Mr. Sheean: As to all of the items of sugar as to which you made inquiry then, with the exception of standard powdered sugar, advances were shown?

Mr. Carter: Yes.

Mr. Sheean: So that, in making up the importance to the man who is paying the grocery bill, the eleven items showing

decreases may be equal to or greater than the one hundred items which show increases?

Mr. Carter: It is possible. He might not purchase anything else.

Mr. Sheean: For instance, in the tabulation here, just take an extreme case, the weight or the real importance of a decrease in the price of flour as compared with an increase in the price of walnuts, No. 1 California, soft shell.

Mr. Carter: This exhibit is simply a report on prices without regard to the amount consumed, just as the other exhibit was on rates without regard to the amount of earnings.

Mr. Sheean: Mr. Carter, the weighted index which is generally made use of by the Department of Labor in determining the relative importance to the man who is buying food for consumption, was not applied by you to any of the details here involved?

Mr. Carter: No, sir.

Mr. Sheean: Just how important or unimportant to the wage earner the items of milk, butter, sugar, flour and so forth may be, you made no effort to follow out.

Mr. Carter: No, sir. I want to modify that last statement. We did attempt to get up a budget, but we found it impracticable.

Mr. Sheean: Did you also attempt to apply the budget which the United States Federal Authorities adopted in their investigation of the cost of living?

Mr. Carter: No, sir.

Mr. Sheean: That was perfectly feasible, was it not?

Mr. Carter: Probably might have been, but understand that this report was gotten up before we ever attempted to get up any report on the government statistics.

Mr. Sheean: I mean, that having obtained this information which you have there, the application of the weighted index which the Bureau of Labor makes use of, would be a comparatively easy matter to make to the information which you have assembled?

Mr. Carter: I think not, for this reason.

Mr. Sheean: For what reason?

Mr. Carter: I think you will find the class of labor that they investigated was not a class——

Mr. Sheean: I did not mean that, Mr. Carter. I asked you whether or not the application—I did not want to get into any debate as to whether the Federal authorities were right or wrong in arriving at the weighted index which they have adopted; all I wanted to ask you about was, whether or not there was any real difficulty in applying the weighted index which they have adopted to the facts elicited by your report?

Mr. Carter: I will say yes. If you want me to explain, I will tell you why.

Mr. Sheean: All right, explain.

Mr. Carter: In the Government investigation you will note that the expenses, per family, are very low. In discussing the matter with Mr. Croxton, who had charge of that immediate work, he advised me that this investigation was made largely of mill employes, and largely of men who were working in those mills. I understand they were men who probably send a large part of their earnings back to the "Old Country," and I asked Mr. Croxton—I said, "Would that be fair?" He said: "That is the investigation we conducted." Any weighted index based upon that class of labor would be very unfair to what we have been taught to believe is American labor. For instance, I understand that—

Mr. Sheean: Mr. Carter, these reasons that you are giving me are not reasons why the weighted index, whether right or wrong, cannot be mathematically applied to your investigation?

Mr. Carter: Why it should not be applied.

Mr. Sheean: My question was not why that should not be applied. I told you I did not want to debate the propriety or impropriety of the conclusions reached by the Bureau of Labor; but, I did ask you whether or not there was any difficulty in applying that index, whether it was right or wrong, to the information which you have here?

Mr. Carter: I would say there would be no difficulty of applying it if it was the purpose to have a misleading result.

Mr. Sheean: What you are questioning, Mr. Carter, is the propriety of applying the weighted index which the Bureau of Labor has arrived at, as a result of the investigation of some twelve thousand families, to the wage earners engaged in this particular line?

Mr. Carter: I would say that would be very unfair to the wage earners engaged in this particular line.

Mr. Sheean: Mr. Carter, isn't there, in that weighted index to which you refer, greater importance given to the item of fresh beef than to any other item in the weighted index which the Government authorities have gotten up?

Mr. Carter: Yes, sir.

Mr. Sheean: Does not the government budget consist of the items of fresh beef, fresh hog products, salt hog products, poultry, eggs, milk, butter, lard, sugar, flour, meal and potatoes?

Mr. Carter: Yes.

Mr. Sheean: And is there anything in the weighted index and the items that are there used, that would exclude your making use, in a weighted manner, of these items in the information you obtained?

Mr. Carter: If you want accurate results, yes. I am going to say that if applied to your expense, it would be quite different from what the facts would show.

Mr. Sheean: As to the relative importance of one of these items as compared with the other?

Mr. Carter: Yes, I think so.

Mr. Sheean: Then, since we have diverted this into a discussion of its propriety, in what way would you change it? Would you increase the importance of meat as against the importance of butter, or would you increase the importance of butter as weighted in comparison with meat?

Mr. Carter: Without having any definite information upon the subject, I think the earning capacity of the American citizen or would-be citizen has much to do with the character of food that he purchases. For instance, an engineer on a high-paid run might aspire to have honey in the comb. I doubt very much whether the latest importation, earning very low wages in the steel mill, would ever have ambition to eat honey at all.

Mr. Sheean: Mr. Carter, what item is there in the tabulation which you have assembled at pages 26 and 27 which does not legitimately fall within the items which the Bureau of Labor uses? You have undertaken no tabulation as to honey in the comb, have you?

Mr. Carter: No, sir.

Mr. Sheean: What article is there on pages 26 and 27 that

does not properly fall under one or the other heads of the weighted index which the Federal authorities make use of?

Mr. Carter: I have not said they do not properly fall within the index, but I have said I did not think that an index of percentages as to the amount of money spent for potatoes would be the same index as for a person who is earning more money.

Mr. Sheean: I am not talking about the money. I am talking about the relative importance, in the family budget, of the one item as compared with the other. Do you criticise the proportions in this budget between butter and meat, or between what other items?

Mr. Carter: I have not criticised it, because I have not attempted to apply it; but I have said—

Mr. Sheean: You have given us certain reasons as to why you refuse to apply it. Can you tell me in what respect it is that you consider the index unsound?

Mr. Carter: I have said that a budget would depend almost entirely upon the earnings of the provider for that family. I imagine that your budget and my budget would be entirely different from that of a man working in the steel mill. Therefore, to say that our living expenses should be gauged by an index the same as for a man who had been in the country so short a time that he cannot speak the language, I do not think that is fair.

Mr. Sheean: Mr. Carter, do you understand that this index is predicated upon an assignment of money to different items, or merely upon the relative importance of the different items that go into every family budget?

Mr. Carter: Will you quote from that report the amount of money spent per year by those families?

Mr. Sheean: I have no reference to money spent.

Mr. Carter: The report that you quote from has it.

Mr. Sheean: I am referring to the distribution, and the matter of the relative importance of different items which enter into every standard budget.

Mr. Carter: I have not the report here, but I think you will find that those families spend very little money for a year's living.

Mr. Sheean: In any event, Mr. Carter, there has been in no part of this exhibit any table which attempts to show the

importance or unimportance, relatively, of flour, as compared with walnuts?

Mr. Carter: Except, as stated by the dealers in the back of the book.

Mr. Sheean: That is all.

The Chairman: Anything further from this witness?

Mr. Phillips: Mr. Carter, in regard to this letter which you read, as having passed between the Chairman of the former Board of Arbitration and one of the members of that Board, do you know whether all the members of that Board received a copy of that letter?

Mr. Carter: I am quite sure they did. I think they interchanged copies at that time.

Mr. Phillips: Do you know whether all the members of that Board acquiesced in the statements contained therein?

Mr. Carter: I can vouch for two of them. I don't know what the others said.

Mr. Phillips: Do you know whether that letter was filed as a part of the record of a proceeding subsequent to the original arbitration?

Mr. Carter: I think not.

Mr. Phillips: It was not made a part of it?

Mr. Carter: No, sir.

Mr. Stone: Mr. Carter, these articles of which you give the prices in these twenty-eight western towns are actually for sale in these shops in those railroad towns, are they not?

Mr. Carter: Where they quote the price, I suppose they have them for sale. In some instances they do not quote the price. In those instances I think they would not have them for sale.

Mr. Stone: Coming down to the increased cost of flour and sugar and tobacco, it might be possible for a family to live a whole month and not buy any of these commodities at all, might it not?

Mr. Carter: They might buy baker's bread, and not use tobacco.

Mr. Stone: They might live on cornmeal, and not buy wheat flour at all?

Mr. Carter: Yes, it is possible.

Mr. Stone: And at the wages some of our men are getting, they probably have had to live on cornmeal?

Mr. Carter: I will not say that. I know some of them like cornmeal, or corn bread, at least. I am one of them.

Mr. Stone: That is all.

The Chairman: Call your next witness.

Mr. Phillips: Mr. Carter, I understood you to say that in addition to this report on the cost of living, you had a report based upon government statistics?

Mr. Carter: Yes.

Mr. Phillips: I have here a little volume entitled "Increase in Retail Prices of Principal Articles of Food in Western Cities and Towns of the United States and Canada." Do you recognize this as the work you have prepared?

Mr. Carter: I do.

Mr. Phillips: If the Board please, we desire to introduce this as Exhibit number 10.

(The pamphlet, so offered and identified, was received in evidence and thereupon marked "Employes' Exhibit No. 10, December 9, 1914.")

Mr. Phillips: Now, Mr. Carter, will you kindly explain the purpose of this exhibit?

Mr. Carter: After the preparation of Exhibit 9 my attention was called to the fact that it had been prepared by me, and that I would, perhaps, be connected in a partisan manner with the presentation of this case, either to the Managers' Committee or to a Board of Arbitration. Having regard for my reputation as an investigator, I thought I had best find what someone else had said about the same subject.

This Exhibit Number 10 was prepared to show what the governments of the United States and Canada thought about the increased cost of living. Shall I go on and explain, without questions?

Mr. Phillips: Yes, if you will.

Mr. Carter: I think I can save time.

Mr. Phillips: I think it will expedite the work if you will go on and explain it without my asking questions.

Mr. Carter: On pages 4 and 5 you will find Table 2, showing the retail prices of principal articles of food, 1909 to 1913, inclusive, in seventeen western cities.

“Information from which this tabular statement is derived will be found in Bulletins 105, 110 and 138, published by the United States Bureau of Labor Statistics. Prices for 1911, 1912, and 1913 are as reported for October 15 of each of those years, October being the last report obtainable when this statement was prepared. Prices for 1909 and 1910 are as reported for November of each of those years, no reports for October of such years being shown in bulletins.”

You will note that the seventeen cities appearing at the head of the columns are Little Rock, Arkansas; Los Angeles, California; San Francisco, California; Denver, Colorado; Chicago, Illinois; New Orleans, Louisiana; Minneapolis, Minnesota; St. Paul, Minnesota; Kansas City, Missouri; St. Louis, Missouri; Omaha, Nebraska; Portland, Oregon; Memphis, Tennessee; Dallas, Texas; Salt Lake City, Utah; Seattle, Washington, and Milwaukee, Wisconsin; being located in the same territory to which the other investigation was restricted, and in the territory upon which the engineers and firemen participating in this Arbitration are employed.

The first column to the left, which is repeated on the extreme right margin of the opposite page, shows the items of food reported in these bulletins.

You will note opposite each item of food five years are reported, that is, the prices for each year.

You will note that chuck roast was not included in these reports for the years 1909, 1910 and 1911.

I want to call your attention to the fact that this table extends over onto pages 6 and 7, and is not restricted to pages 4 and 5.

Mr. Phillips: What pages, please, Mr. Carter?

Mr. Carter: I say this table extends over to pages 6 and 7, not being restricted to pages 4 and 5.

In order that this table should be properly prepared, we took the prices quoted in these bulletins for each town, and, if there were three reports from the same town, we added them together and divided by three, and accepted the result as the average price quoted.

Now, it may be that they may have sold more eggs in one town than they did in another; but, as in the matter of rates, I

did not attempt to count the eggs. I considered that the average price of eggs would be the average price, whether there were ten dozen sold in Dallas and one hundred and fifty dozen sold in Kansas City.

On page 2 is a summary, or a table derived from Table 1.

The last column shows what the government believes to have been the increase in the prices of meat, that is, the United States government through its Bureau of Labor.

I will not quote them, for I presume that those interested will refer to them.

Now, by turning to page 9 you will see there a table which extends over to page 14. You will note the same information, but for different articles of food, taken from the Canadian Governmental reports.

The information from which this tabular statement was derived will be found in the Report of the Department of Labor of the Dominion of Canada, entitled, "Wholesale Prices, Canada, 1913," Appendix A.

You will note that I have only taken the western towns from this report.

The Canadian report, like the United States report, includes towns not involved in this Arbitration; but, in both instances, I have taken the towns in the territory covered by this Arbitration.

Without going into detail as to what is shown in Table 4, the deductions or summary of Table 4, are shown in Table 3, and those again, as in Table 1, you find in the column to the extreme right, the increases in the prices of the articles there reported.

I desire to call attention to the fact that the United States Department of Labor restricts its investigation almost entirely to meats, flour, butter, potatoes, sugar, etc., while the Canadian investigation includes a larger number of items, even going so far as to include coal and wood, and rent for six-room dwellings in working men's quarters, and so forth.

You will find by referring to the right hand column, the last column on page 8, Table 3, the increase in the cost of the items appearing in the first column, as ascertained by the Minister of Labor of the Department of Labor of the Dominion of Canada.

By turning to pages 16, 17 and 18 you will note diagrams

of increase in retail prices in articles of food. The title is this: "Increase in Cost of Fourteen Commodities Which Enter Into the Consumption of Working Men's Families."

This is compiled from information found in Bradstreet's Weekly Journal covering the period of four years, January 1, 1910, to January 1, 1914, inclusive.

I want to say that these diagrams were not prepared by me or under my supervision. They were prepared by Mr. W. J. Lauck of Washington, D. C., who is a statistician. He prepared these diagrams for me.

I might say that these diagrams are perhaps more convincing than a column of figures would be.

If you want information concerning the tables, you will find it on page 1, which is rather an introduction.

Mr. Phillips: Have you made any comparison as to the different articles or commodities, to ascertain whether they show about the same percentage of increase or decrease (in case of decrease), in this government table as appears in the work you have compiled?

Mr. Carter: I did not do that until last night or this morning, but I find that they are not the same, except that sirloin steak is almost identically the same.

For instance, in my investigation on page 13 of Exhibit 9 you will find that sirloin steak, native steer, shows an increase of 36.86 per cent.

By referring to page 2 of Exhibit 10, you will notice that the increase is 35.9 per cent.

By referring to Table 3, page 8, in Canada, the increase is 36.24 per cent. I never discovered that until, I think, last evening. Otherwise, you will find considerable variation. In Canada, for instance, some items have shown no increase, while in the United States, or certain cities of the United States, an increase is shown.

Mr. Phillips: Do some of the articles which you have listed, similar to the articles which are found in this table, show higher percentages of increase in some instances, and lower percentages in others?

Mr. Carter: Yes.

Mr. Phillips: And vice versa?

Mr. Carter: Without having made any accurate compari-

son, I think that the investigation conducted by myself, the investigation conducted by the Department of Labor of the United States, and the investigation conducted by the Department of Labor of Canada, all show a marked increase in retail prices of the items reported, with the exceptions where decreases are shown, as were shown in my table.

Mr. Phillips: I do not know that you have previously stated, but I will ask, if any of the cities included in the government report are the same as the cities you have included in your report?

Mr. Carter: Only in one instance. That is Little Rock, Arkansas.

Mr. Phillips: Why did you select cities other than the cities included in the government report?

Mr. Carter: In order to find out whether it is true that a man in a little town should work for less than a man in a big town.

Mr. Phillips: What did your investigations disclose?

Mr. Carter: I find that, ordinarily, practically the same increase is shown. I do not mean the same specific increase, but the same general increase.

Mr. Phillips: While items may vary, the same general increase would run throughout the entire territory, whether in a large city or a small city?

Mr. Carter: Yes.

I want to say, that one item in which my investigation does not agree with the investigations conducted by the United States and Canadian governments, is that they show an increase in flour and I do not. For instance, in Table 3, on page 8, the Department of Labor of Canada has found an increase of 3.15 per cent in flour.

By turning to page 2, Table 1, the United States government in the large cities found an increase of 10.17 per cent in flour.

Mr. Phillips: Is not that a decrease?

Mr. Carter: I beg your pardon; that is a decrease. I must get my glasses changed. I cannot see these figures clearly in this light.

Mr. Phillips: That would indicate that the price of flour was less in big cities than it is in small cities?

Mr. Carter: No, sir, I was in error there. In place of being an increase, it would be a decrease. It would indicate that while flour in the United States has decreased, as it affects these men in Canada it has increased.

Mr. Phillips: Would it not also indicate that the decrease was greater in a large city than it was in a small, outlying place?

Mr. Carter: It might for flour, but I think on some other items the reverse will appear. The fact of the matter is I have not been able to base any argument on what it shows. It seems to be varying.

Mr. Phillips: I believe you explained that these graphic tables in the back of the book to which you referred, were not prepared by you?

Mr. Carter: No, sir, they were prepared by Mr. W. J. Lauck.

Mr. Phillips: And, in your opinion, at a glance one may see what the general increases have been in the different commodities listed in this exhibit?

Mr. Carter: As taken from Bradstreet's Weekly Journal. You will understand that is an entirely different authority from anything that I have quoted.

Mr. Phillips: From your exhibit, formerly presented, with relation to the cost of living, I understand you reached the conclusion that there was a marked general increase in the cost of living.

Mr. Carter: In the articles on pages 11 and 12 of Exhibit 9 I have estimated what has been the increase. I have said that, considering the expressions of opinion of the retail dealers, for meat, it would be about \$3.33 a month for a family of five, or \$40 per year.

I have called attention to the fact that a dealer in milk has expressed the opinion that the average family of five would use three pints of milk a day.

Mr. Phillips: Mr. Carter, pardon the interruption, I did not care for the details. I understood you to say that you had reached the conclusion as a result of your independent investigation that there was a marked increase in the cost of living of the employees whom you were investigating?

Mr. Carter: Yes.

Mr. Phillips: In your judgment, are your findings cor-

roborated by the government reports covering the same territory?

Mr. Carter: Generally they are. There may be slight differences, however, in the averages reached.

Mr. Phillips: Have you the government reports here to which you have referred and from which this information was taken?

Mr. Carter: Yes.

Mr. Phillips: If the Board pleases, we desire to introduce these as exhibits. The first one—which is the last—bears whole number 105, and will be Exhibit No. 11; and the one bearing whole number 110, Exhibit No. 12, and the one bearing Government whole number 138, will be Exhibit 13. We have here copies for the purpose of filing them, with the exception of one, and they are on the way from the Department at Washington. We have wired for them and are just in receipt of a telegram from the Superintendent of Documents, which says, "Have mailed Labor Bulletins requested by telegram." We will be glad to furnish the necessary number.

The Chairman: You may introduce them with that understanding.

Mr. Phillips: We have one cloth-bound volume which we are going to ask the privilege of exchanging when the paper backed books are received. This was borrowed from the library here.

(The documents so offered and identified were received in evidence and thereupon marked respectively "Employes' Exhibit No. 11," "Employes' Exhibit No. 12" and "Employes' Exhibit No. 13," "received in evidence December 9, 1914.")

Mr. Sheean: If the increased wages of firemen granted in May, 1910, were predicated upon the increased cost of living, why do you start your comparisons with 1909?

The Chairman: To what page do you refer?

Mr. Sheean: Page 2, Table 1.

Mr. Carter: I think that you will find the information communicated to the Board of Arbitration in May of 1910 was based largely upon the experience of the past year, 1909. I think you will find that the testimony will indicate as much.

Mr. Sheean: But, Mr. Carter, turning over to page 4, for instance, or the first page of table 2, from which table 1 is de-

rived, Exhibit 10,—you will find that 1909 is generally a very much lower basis than 1910 or 1911, from which to start.

Mr. Carter: I think not. I think that if you will look at sirloin steak, the first item is 19 cents, in 1909, 18.21 cents in 1910—

Mr. Sheean: The first item I have is 18.33 cents for 1909; 22 cents for 1910 and 22 cents for 1911.

Mr. Carter: What page have you?

Mr. Sheean: Page 4.

Mr. Carter: The total is 17.83 cents in 1909 and 18.87 cents in 1910. I was looking at the right column on page 4, which was for Kansas City, Missouri, which shows a decrease.

Mr. Sheean: Well, the seventeen cities, collectively, show, in the last column, that for 1909 you would start out on a basis of 17.83 cents, whereas, in 1910 you would start as your basis with 18.87 cents, wouldn't you?

Mr. Carter: That is true.

Mr. Sheean: And the Engineers' Award was made in December, 1910, and the agreement became effective in February, 1911, did it not?

Mr. Carter: Yes. December 24th.

Mr. Sheean: December 24, 1910.

Mr. Carter: Yes, but do not misunderstand me. I do not know whether their increase was based on the increased cost of living or not. I don't think it was discussed. I only referred to the Firemen's Arbitration.

Mr. Sheean: Then, Mr. Carter, can you explain just why you went back to 1910 as a basis for this comparison in which you carried out the percentages?

Mr. Carter: When the special investigation was conducted I had in view the information presented at the previous arbitration. I had knowledge of the fact that it was the conditions that existed in the year previous to May, 1910, that were considered by the Board.

Mr. Sheean: Well, having that information and having presented that down to May, 1910, and having, as you say, obtained an increase of wages on all that took place down to May, 1910, why do you begin here and now introduce the same information which you say you had at that time and made use of, as to the conditions in 1909?

Mr. Carter: Because, as stated, it was the conditions and the prices of 1909, I think,—that is December, 1909 and January, 1910, the winter, that were considered by the Arbitration Board in May, 1910, and it was for the express purpose of getting that period of time before the Arbitration here, the same period of time; that a settlement may be reached in this case.

Mr. Sheean: Mr. Carter, what I am getting at is simply and solely to ascertain why you make 1909 the base of your starting point for comparison in this tabulation if, as you say, the adjustment predicated on the increased cost of living was made up to May, 1910?

Mr. Carter: I did not say that. I just said, and I will say it again, that the matter presented at the Arbitration in May, 1910, was based upon the information obtainable in the winter of 1909-1910, or about three or four months before the arbitration.

Mr. Sheean: Which is the same information that is here used as the base of your comparison, namely, the year 1909.

Mr. Carter: In the government table that might apply, but not in this special investigation. Our special investigation began in December, 1913. It was just exactly four years before that period that the other matter was gathered.

Mr. Sheean: Mr. Carter, apparently, from this exhibit, there was quite a change between 1909 and 1910, isn't that true?

Mr. Carter: Yes, sir, but I will say—

Mr. Sheean: It is also true that down to the very day of the completion of your award, that you brought conditions at that time in your proof, isn't it?

Mr. Carter: How is that?

Mr. Sheean: In the hearing which preceded the award of 1910, you submitted all of the figures down to and concluding the year 1909?

Mr. Carter: Yes, and early of 1910.

Mr. Sheean: And early of 1910?

Mr. Carter: Yes, sir.

Mr. Sheean: As a matter of fact, the early part of 1910 was when the marked change and increase came, was it not?

Mr. Carter: I think you will find that in the governmental reports, the data on which these reports are based was obtained

for a period of time after the Arbitration in 1910. They have reports bi-monthly as I remember it.

Mr. Sheean: Clearly, Mr. Carter, the report for the year 1909 as to conditions in 1909, could not cover conditions down to May, 1910?

Mr. Carter: No, sir.

Mr. Sheean: Clearly all of the exhibits then taken as the base for the comparative percentages which you used, were figured to 1909?

Mr. Carter: Yes, sir.

Mr. Sheean: Equally clearly if the figures for the year 1910 be used as a basis, all of your percentages will be materially reduced?

Mr. Carter: Yes, and if you make it 1911 they will be reduced still further.

Mr. Sheean: That is all.

Mr. Phillips: Mr. Carter, is it not a fact that your wage movement of 1910 was started early in 1909?

Mr. Carter: Yes, sir, that is why we began to gather material so far ahead, just like we have done now.

Mr. Phillips: In gathering data for that proceeding you went back as you have in this case, to the preceding general settlement?

Mr. Carter: In practically all of the preliminary work for the last Arbitration, or what was settled in the last Arbitration, was prepared in advance of the Arbitration, and, just as in this case, we could not anticipate—we would gladly have delayed this investigation now so as to include the higher prices, but we could not, we did not have time. We had to do it while we could.

Mr. Phillips: In gathering the data which, according to your statement, resulted in a 15 cent increase to the firemen on account of increased cost of living, did you go back to 1907, the time of the previous wage increase?

Mr. Carter: I think that most of the testimony then was personal; that is, the witnesses were on the stand and told their own personal experience with what had been the increase in prices from 1907 up to the period of the Arbitration.

Mr. Phillips: Would these Government Tables which you have used, tables showing increases for 1909, have been available at the time of the arbitration in 1910?

Mr. Carter: I think it is a year late, or a considerable time late when we get full information for the year; but I want to say in fairness that the point that Mr. Sheean is bringing out, that in this Government report we only include in 1909 that portion of the matter we also included for 1909 in our arbitration of May, 1910, and would not include anything that we presented for the months of January, February, March and April of 1910.

Mr. Phillips: You do not think that, if they were included in there, it would materially change the figures that you reached in your individual or independent investigation?

Mr. Carter: It would not change the figures of the independent investigation. It might those of this Governmental investigation if it were possible—I will have to take that back. It was possible. You will find that the prices for 1909 and 1910 as reported for November of those years, and for 1911, 1912 and 1913 for October, therefore, this information for 1910 is based on November, 1910, which is practically the same time—I mean 1909, for November, 1909, which is practically the same time as covered by our previous investigation. Understand that does not purport to be prices for 1909 but for November 15, 1909, just 45 days—46 days before 1910. I overlooked that myself.

Mr. Phillips: That is all?

Mr. Sheean: That is all.

Mr. Phillips: If the Board please, we now offer this Canadian document which we desire to introduce as Exhibit No. 14. It was not on the table when the other three were introduced, and that is the proper number that exhibit would take. It contains most of the figures shown in Exhibit No. 10, which are taken from the Canadian government.

Mr. Carter: I might explain that we overlooked the necessity of having quite a large number of governmental reports for filing with the Board, and there was no intention on our part not to have a sufficient number.

(The document so offered and identified was received in evidence and thereupon marked "Employes' Exhibit No. 14, received in evidence December 9, 1914.")

Mr. Phillips: Now, Mr. Carter, in connection with this Cost of Living question, have you prepared anything to show the

increased cost of meals for engineers and firemen when away from their homes?

Mr. Carter: Yes, sir.

Mr. Phillips: I have here a book entitled, "Increase in Cost of Meals and Rooms Away from Home, and Increase in Cost of House Rent to Engineers and Firemen Employed on Western Railroads." Do you identify this as the work you have prepared?

Mr. Carter: I do.

Mr. Phillips: If the Board please, we desire to introduce this as Exhibit No. 15.

(The document so offered and identified was received in evidence and thereupon marked "Employes" Exhibit No. 15, received in evidence December 9, 1914.)

Mr. Carter: We have enroute, and have been so advised by wire by the Superintendent of Public Documents at Washington, that he has shipped us Bulletins 105, 110 and 138, and I hope by tomorrow to be able to supply others.

Mr. Phillips: Mr. Carter, will you please explain the purpose of this exhibit and the method of its preparation?

Mr. Carter: For the purpose of ascertaining if there had been any increase in the cost of meals and rooms to Locomotive Engineers and Firemen when away from home terminals, and to ascertain if there had been an increase in house rent, printed question forms were sent to local chairmen of lodges of the Brotherhood of Locomotive Firemen and Enginemen on Western Railroads during the month of January, 1914. There were received from February 4, 1914, to July, 1914, replies from seven hundred and forty-two firemen and engineers.

During the month of February, 1914, similar question forms were sent to divisions of the Brotherhood of Locomotive Engineers at the same points, four hundred and thirty-two of which were completed and returned by engineers. Shall I proceed to explain this, so as to save time?

Mr. Phillips: I think you will expedite the hearing greatly if you will explain what you consider necessary.

Mr. Carter: Turning to Page 8, you will find Table 1. In the first column appears the name of the railroad on which the man is employed that filled out the report form. In the second column you will find a transcript of what he said was the increase

in the cost of the meals. You will find in the third column miscellaneous comments, found in the reports concerning meals. The last column is the number of the report, and we shall file three volumes of these reports, and make it possible for you to refer to any one of these by number, if you desire additional information.

The Chairman: You don't mean that you want them to be included as a part of the record, but—

Mr. Carter: Basic information. For instance, if there was some line here that was not clearly understood, there was the original report to which you could refer. These answers were from members of the Brotherhood of Locomotive Firemen and Enginemen in answer to these questions:

“First: Are you required to pay more for the same meals in 1914 than in 1909? If the answer is ‘Yes,’ be specific in stating where you pay this increased price, and the difference between the price paid in 1914 and 1909.

“Second: Where you are required to pay the same price for a meal, is the quality and quantity inferior to that of 1909? If your answer is ‘Yes,’ explain definitely the difference in the quality or quantity of the meal.

“Third: Do you know of any change in the price of meals at railway eating houses on the line of railroad by which you are employed? If the answer is ‘Yes,’ give definite information as to where the price has been increased, and the difference in price.”

Table 1 is answers by report numbers to those questions.

Table 2 you will find on page 35. This purports to give the increased cost of sleeping rooms, away from home, and house rent for families of railroad employes, 1914 over 1909. In the same manner you will find in the left hand column the name of railroad and name of the town. I want to explain that in some instances, where an increase is reported, the name of the town is not stated in connection with the increase, and in such case we have taken the name of the town from which the report has been made, accepting it as applying to that town.

The second column shows what purports to be the increase in cost of room rent of men while away from their home terminals.

The third column shows the increase in house rent for the men's families.

The fourth column, the right column, shows the number of the report, so that immediate reference may be made to the original report.

The answers shown in Table 2, are from members of the Brotherhood of Locomotive Firemen and Enginemen and are in reply to this question:

“(4) Are you required to pay more for room rent at the ‘away from home terminal,’ either by night, week or month, in 1914 than in 1909? If your answer is ‘Yes,’ give detailed information as to *where* you pay this increased rent, and the *difference*.

“(5) Are you required to pay more rent per month for the house in which your family now resides than in 1909? If your answer is ‘Yes,’ explain if you have lived in the same house, and if there have been any improvements in the house which would account for the increase.

“(6) Are you paying more rent per month for the house in which *your* family now resides than *others* paid, who occupied the same house in 1909? If the answer is ‘Yes,’ explain who paid the less rent, and the *difference*, and if there have been any improvements in the house which would account for any increase.”

Table 3 begins on page 65 and is arranged in the same manner. It shows the increased cost of meals at eating places patronized by railroad employes when away from home. Table 3 is almost identical with table 1; but the answers to these questions were furnished by the Brotherhood of Locomotive Engineers. The questions on which these answers are based, are as follows:

“(1) Are you required to pay more for the same class of meals in 1914 (February) than in 1910?

“If your answer is ‘Yes,’ specifically *name* restaurant or boarding house (showing location) where there has been an increase, stating *exactly* what has been the increase (in cents) in price of meals.

“(2) Where you are required to pay the same price for a

meal, is the quality and quantity inferior in 1914 (February) to that of 1910?

“If your answer is ‘Yes,’ specifically *name* the restaurant or boarding house (showing location) where meals cost the same price in 1914 as in 1910, and are inferior in quantity or quality, explaining *the manner* in which they are inferior.

“(3) Do you know of any change in the price of meals at railway eating houses on the line or railroad by which you are employed?

“If your answer is ‘Yes,’ state name and location of such eating houses and give exact difference (in cents) in prices of meals *to railway employes.*”

Table 4 begins on page 90 and is almost a counterpart of table 2, except that those answers are given by members of the Brotherhood of Locomotive Engineers, and are in answer to these questions:

“(4) Are you required to pay more for room rent at the ‘away from home terminal,’ either by night, week or month, in 1914 (February) than in 1910?

“If your answer is ‘Yes,’ *name* the rooming house (giving location) and state specifically (in cents) the *difference* in cost between 1914 and 1910.

“(5) Are you required to pay more for rent per month for the house in which your family now resides than you paid (or others paid) for the same house in 1910?

“If your answer is ‘Yes,’ state specifically the *amount* you pay per month in 1914 and the *amount* you (or others) paid in 1910.

“If your answer is ‘No,’ state if house is in as *good condition* in 1914 as in 1910.”

I believe that explains what the book communicates, and I want to say this much, that the men who filled these out were not under oath, are men that I do not even know. They were simply filled out by men who are members of these organizations, who signed their names and forwarded them to our office here, or in Peoria or in Cleveland. I cannot vouch for accuracy of those statements. I give them for what they are worth.

Mr. Phillips: You believe them to be correct; do you not, Mr. Carter?

Mr. Carter: I believe so, or I would not publish them. I

want to call attention to the fact that, in this investigation at least, I just publish the replies received, without further investigation.

Mr. Phillips: Does the general range of replies received indicate that there has been any material increase in cost of meals or cost of rooms or increase in house rents for the period covered?

Mr. Carter: Yes, a considerable increase, and pages 2, 3, 4, 5, 6 and 7 give a summary of what may be found in the reports.

Mr. Phillips: This would indicate then that in addition to the increased cost of home living expenses, as shown by the previous exhibits, there is also a marked increase in the away from home expenses of engineers and firemen.

Mr. Carter: Yes, sir.

Mr. Phillips: Do engineers and firemen have to pay all of their expenses when away from home?

Mr. Carter: Always, unless in some instances the railroads furnish what they call bunk houses for the men to sleep in. They always pay for their meals. At some places I think the Y. M. C. A. has provided places purposely for railroad men, known as railroad Y. M. C. A. houses.

Mr. Phillips: Club houses?

Mr. Carter: Club houses, and I think they provide rooms there at a cheaper rate. But that isn't the rule. They haven't these Y. M. C. A. places at every terminal, by any means.

Mr. Phillips: I understood you to say, Mr. Carter, that no allowance is made to engineers and firemen when away from home terminals?

Mr. Carter: No, not to engineers and firemen.

Mr. Phillips: Do you know whether that condition applies to other railroad employes, other than engineers, firemen, trainmen and conductors?

Mr. Carter: I do not know positively, but I have heard that when they send machinists and boiler makers out there is some special rate, or something of that kind; but I don't know that. I am quite sure, however, in other industries than railroads, when a representative is sent out he generally has his expenses paid. To a certain extent my expenses are paid here, in addition to what I receive as compensation. I think that applies to almost all industries, where the requirements of the

business are such that the employe or agent must travel to places distant from his home.

Mr. Phillips: From your investigation you find that there has been an increase in the cost of rooms and meals away from home, approximately the same as the other general increase in the cost of living?

Mr. Carter: According to the statements made by these men, over their own signatures, the original reports of which have been filed, there has been a marked increase.

Mr. Phillips: You have in regard to these reports, letters from the engineers and firemen, to which you have referred?

Mr. Carter: They are not letters. They are report forms completed by these men.

Mr. Phillips: They are signed by each individual?

Mr. Carter: Yes, sir.

Mr. Phillips: Are they dated?

Mr. Carter: The date of receipt has been placed thereon, but sometimes that is not an accurate date. For instance, if a report was sent to the Peoria office, it may have had the time of receipt there put on it, it may not have been dated but sent here to Chicago and we dated it here. There is that deviation in the dates. Ordinarily you will find every one dated in chronological order.

Mr. Phillips: If the Board pleases, I do not want to burden the record by reading data and figures and details here from these reports and exhibits. They are on file and I presume that you will have enough to do to pick the information out later without burdening you with it now.

The Chairman: It is not necessary to incorporate it in the record at this time.

Mr. Phillips: To expedite the hearing, I do not think I will make any further inquiry in regard to this exhibit. You have the original files there, those report forms?

Mr. Carter: Yes.

Mr. Phillips: These we desire to file, if the Board pleases, as supporting data for the reference and information of the Board, if it wishes it. If there is anything contained in this exhibit that is not clear, I am sure that the basic information is contained within these volumes.

(The documents were delivered to the Secretary of the Board but not marked as exhibits.)

Mr. Stone: I should like to make one correction, because we have no desire to put up anything here that is not correct. On page 35 you will find that at Needles, California, there is an eight to twelve hour limit on the time a man is allowed to hold a bed. In other words, they run "first in and first out." That mistake was brought about because the letter is dated there, and the places they refer to where there is a limit on the bed, are Barstow and Seligman, California. Needles, California, is the home terminal and the Harvey Eating House does not have a limit on beds there. At Barstow and Seligman, for example, if you were in bed and wanted to stay there longer than ten hours, at the end of ten hours you would be called, and if you remained you would be charged for another bed.

Mr. Park: Are they the Y. M. C. A. rooms?

Mr. Stone: The Harvey Eating House, our chairman says. I simply make that correction because the error is brought about by the letter being dated from Needles.

Mr. Carter: I think I explained that where there is lack of information as to what point the information applied to, that I arbitrarily placed the town from which the report was made, in column 1.

Mr. Burgess: Mr. Stone, what is the difference in the price if you sleep eight hours or twelve hours?

Mr. Stone: If you sleep eight or ten hours the price would be whatever the price is for a bed. At the end of the eight or ten hour period you would be called, and if you refused to get up, said you did not have enough sleep and wanted to sleep a while longer, you would be charged a second price for the bed. You pay two prices for that same bed. That is quite common where the bed room is limited, at these terminals, where there practically isn't room enough for the men.

Mr. Burgess: That bed does not come under the Hours of Service Law?

Mr. Stone: You pay overtime after ten hours or pay double time, rather, because you are charged again.

Mr. Sheean: On this page 35, where it says "They ask for your room from eight to twelve hours after you sign up"—is it twelve hours?

Mr. Stone: It varies from eight to twelve hours at different houses.

Mr. Sheean: At different houses at these two points?

Mr. Stone: Wait a minute, and I will get it right. The Chairman says if there is anybody waiting for a bed they will call you at the end of eight hours; but if there isn't anybody waiting they will let you sleep twelve hours without charging you for the second bed. It depends on how many are waiting. It is like many of these things, it is limited by supply and demand.

The Chairman: The witness is with you, Mr. Sheean.

Mr. Sheean: I don't see anything I want to ask about now. If I discover anything on which I would like information, I would like to ask some questions.

The Chairman: Yes, you may do so. You may proceed, Mr. Phillips, with the next witness.

Mr. Stone: I had no idea but what the cross-examination would go on until the adjournment; but we are ready to proceed if the Board desires,—I would only suggest that we would just get started.

The Chairman: I think it is much better to wait until morning. We will take an adjournment until 10 o'clock tomorrow morning.

(Whereupon, at 4:45 o'clock P. M., December 9, 1914, an adjournment was taken until 10 o'clock A. M., December 10, 1914.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, December 10, 1914.

Met pursuant to adjournment at 10 o'clock A. M.

Present: Arbitrators and parties as before.

The Chairman: Are there any corrections to make this morning?

Mr. Stone: Not that I know of.

The Chairman: Call your first witness.

Mr. Stone: Before calling the witnesses, Mr. Chairman, I would like to say that these men we shall put on the witness stand—I shall hope to prove by them the character of work they perform in the different classes of service, and the hardships that they endure. I think it is only fair to say, as to the men, that these men are not going to deal with theories, but they are men out of the cabs of the locomotives, and many of them have not been on the witness stand before. As far as possible I expect to allow them to tell their stories in their own way.

Mr. Burgess: Are these witnesses all men in actual service at the present time?

Mr. Stone: Yes, sir, right out of their cabs. Some of them haven't got the coal dust off their faces yet. Mr. Goulding, will you take the stand? Mr. Goulding is employed in the city of Chicago as a transfer engineer for the Baltimore & Ohio Chicago Terminal and is just out of the cab and is in actual service.

JOHN C. GOULDING was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stone: What is the class of service you are in? .

Mr. Goulding: Transfer.

Mr. Stone: How many years of service with this company?

Mr. Goulding: About twenty years.

Mr. Stone: How many years of service in the transfer work?

Mr. Goulding: About eighteen years—eighteen years.

Mr. Stone: What class of engine are you running at the present time?

Mr. Goulding: Consolidated type.

Mr. Stone: What is the weight of this locomotive?

Mr. Goulding: Why, the weight is not stenciled on the engine any place on the cab; but when the engines came to this road the master mechanic told me that they weighed 97 tons on their drivers.

Mr. Stone: Does the run you are assigned to work daily?

Mr. Goulding: No, sir. I work six days a week.

Mr. Stone: You are not called on Sundays?

Mr. Goulding: On Mondays.

Mr. Stone: On Mondays you do not work?

Mr. Goulding: No, sir.

Mr. Stone: About how many hours do you work in this six-day week?

Mr. Goulding: About 87 hours, average.

Mr. Stone: What time do you start to work?

Mr. Goulding: At 1 o'clock A. M.

Mr. Stone: At 1 o'clock in the morning?

Mr. Goulding: Yes, sir.

Mr. Stone: What time do you leave your home to go to work?

Mr. Goulding: About 11:55 P. M.

Mr. Stone: Are you called, or do you have to report?

Mr. Goulding: I report.

Mr. Stone: You are not called?

Mr. Goulding: I live too far out.

Mr. Stone: Well, I wish you would describe, for the benefit

of this Board, just what you do from the time you get up at 11:30 at night, when you call yourself at 11:30 at night, I mean, until you actually start into service; just describe what you do towards getting your lunch and getting down to your yard, and all that, I mean.

Mr. Goulding: Well, I get up at 11:30 and I eat and get ready. I walk one block to the street car. I leave there on the street car, it comes along there about 11:55, and when I arrive at Robey street, I arrive at the roundhouse, it is no walk at all, and I get my engine ready, grease cups, and oil, and everything ready, pump started, and everything, ready to leave at 1 o'clock when the brakeman comes after me.

Mr. Stone: Are you paid for any of that time in the shape of preparatory time?

Mr. Goulding: Yes, sir.

Mr. Stone: How much?

Mr. Goulding: Thirty minutes.

Mr. Stone: You are allowed thirty minutes' preparatory time?

Mr. Goulding: Yes, sir.

Mr. Stone: I would understand from that that your time actually begins at 12:30?

Mr. Goulding: 12:30.

Mr. Stone: After you are ready to work at one o'clock, then what happens?

Mr. Goulding: We assemble a train together, of about sixty-five or seventy cars off of a number of tracks, sometimes three tracks, sometimes two, pump the air up, try our brakes and proceed.

Mr. Stone: Do you have a caboose for the train crew on this run?

Mr. Goulding: Yes, sir.

Mr. Stone: Just the same as a through freight train?

Mr. Goulding: Yes, sir.

Mr. Stone: What is this yard where you start from?

Mr. Goulding: Robey Street.

Mr. Stone: I would say, Mr. Chairman, I think if we could have a large map of Chicago, if some of these railroads could supply it, it perhaps would be a good thing, so that we could

understand the different roads that these men have to transfer over.

Mr. Sheean: Mr. Stone, I think the Rand-McNally switching map is probably the best map showing the terminal situation.

Mr. Stone: The Rand-McNally switching map of Chicago?

Mr. Sheean: Yes.

Mr. Stone: Their office is on South Clark Street?

Mr. Sheean: Yes, at Harrison, and I am quite sure you could send over and get one of those maps.

Mr. Stone: I will send over and get a couple. That is the Robey Street yard you start from?

Mr. Goulding: Yes, sir.

Mr. Stone: Where is your first stop?

Mr. Goulding: Our first stop is—

Mr. Stone: That is at Barr Yard, is it not?

Mr. Goulding: No, 63rd Street for water.

Mr. Stone: You take water then on the main line after you get out there?

Mr. Goulding: Yes, sir. Cut off the engine and take water.

Mr. Stone: This engine's tank is not filled with water at the roundhouse?

Mr. Goulding: Yes, sir.

Mr. Stone: Have you used up one tank of water already?

Mr. Goulding: No, so far we have used about half a tank there, but we come to a house track at B. & O. Junction where we have an hour's work to do, in the neighborhood of an hour's work, maybe more; we cannot tell just how much work we have, so we go provided with water.

Mr. Stone: You cut off your engine from the train?

Mr. Goulding: Yes, sir.

Mr. Stone: To get water?

Mr. Goulding: Yes, sir.

Mr. Stone: You are not allowed to stop your train at the water tank, with your train, that is, you must cut off?

Mr. Goulding: At that point we are not allowed to stop unless we make the stop on the first stop, but then we have to cut 63rd Street, the water plug is just the other side of the street.

Mr. Stone: That is at the end of the double track?

Mr. Goulding: No, sir.

Mr. Stone: Oh, you don't come to the end of the double track until further down?

Mr. Goulding: No, sir.

Mr. Stone: After you have taken water what do you do?

Mr. Goulding: Proceed to B. & O. Junction.

Mr. Stone: How far is that?

Mr. Goulding: About a couple of miles; maybe a mile.

Mr. Stone: You have to get orders before you get to B. & O. Junction, do you not?

Mr. Goulding: No, sir.

Mr. Stone: Don't you get orders at Evergreen Park?

Mr. Goulding: Yes, but that is away beyond B. & O. Junction.

Mr. Stone: That is away the other side?

Mr. Goulding: Yes.

Mr. Stone: What do you do after you leave B. & O. Junction?

Mr. Goulding: At the house track at B. & O. Junction, we have work there. We put in cars and get out cars there. Then we couple up and proceed to Evergreen Park, the end of the double track.

Mr. Stone: All right. Go ahead and tell them what you do.

Mr. Goulding: We get running orders and proceed then to Harvey Junction, where we fill our tanks with water and take a small supply of coal, and then proceed to Barr Yard, where we set out two different places, and sometimes pick up.

Mr. Stone: Mr. Goulding, will you please talk a little bit louder and a little bit more distinctly, so they can hear you? It is remarkable, how you engineers when you get off of your engines talk so low, while on your engines they can hear you a half a block. So just raise the damper and put on the loud stop. Go ahead now.

Mr. Goulding: After picking up we proceed to either East Chicago or Whiting, Indiana.

Mr. Stone: How far is that?

Mr. Goulding: About eleven miles; that is the end of our trip. That is the turning point, I mean to say.

Mr. Stone: Usually how many hours are you in making this trip down to there?

Mr. Goulding: Well, about six hours, in the neighborhood of six or seven hours.

Mr. Stone: Then, you start on your return trip?

Mr. Goulding: Then, we go to Whiting and couple up our train, pump it up, clean our fire, and then we are ready to start on the return trip.

Mr. Stone: In making this trip down to Whiting, how many different roads do you deliver cars to?

Mr. Goulding: Why, we don't deliver to any different roads going south towards Whiting. We set out at B. & O. Junction at the house track, and at Barr Yard. That is in our own yard.

Mr. Stone: All right, leaving Whiting and coming back, what do you do?

Mr. Goulding: We proceed to Barr Yard, where we fill out in our train. Couple up our train, double it up, get coal and water, orders, and proceed to Evergreen Park, the end of the double track. Then to B. & O. Junction, where we deliver to a connecting line, the Wabash Railroad. Then we set out cars at 51st Street, which is short cars, team track work.

Mr. Stone: Also the Chicago & Alton; do you strike the Chicago & Alton at 51st street?

Mr. Goulding: No, sir; we set cars in the joint track at Brighton Park for the Chicago & Alton. Make deliveries to the stock yards at Brighton Park, to the C. J. Railroad. Then the next deliveries we make are to the Chicago, Burlington & Quincy Railroad; and then the North Western Railroad.

Then the Homan avenue yards of the Soo Line at that point.

Then at 48th avenue yard, and we deliver there to the Great Western Railroad and the Chicago Belt.

Then we have crews that deliver to the Chicago, Milwaukee & St. Paul, at Galewood, a distance of about eight miles out there, I should judge.

After we make our delivery at the Chicago Belt, why, we return about two miles to Robey street, where we tie up.

Mr. Stone: What is the actual distance run in this trip?

Mr. Goulding: About 60 miles on my run, an average of about 60 miles.

Mr. Stone: About how many hours do you work daily?

Mr. Goulding: Well, it will average fourteen hours and fifty minutes.

Mr. Stone: That was your average for the month of November?

Mr. Goulding: For the month of November, yes, sir.

Mr. Stone: Then, going to work at one o'clock, you would get back some time in the afternoon at, say, three or half past three o'clock?

Mr. Goulding: 2:30 or 3 o'clock, along there; maybe 3:30.

Mr. Stone: And then you are required to get your meal, get your necessary sleep, and again call yourself and go to work at 11:30 that same night?

Mr. Goulding: Yes, sir.

Mr. Stone: You don't get much time for recreation unless you lay off, do you?

Mr. Goulding: That is the only time, or on Mondays; we have one day a week.

Mr. Stone: Don't you use most of Monday trying to catch up on sleep you have lost the rest of the week?

Mr. Goulding: Yes, we do.

Mr. Stone: Working under those conditions, it is impossible for you to go anywhere with your family in the evening, is it not?

Mr. Goulding: No, we cannot go any place.

Mr. Stone: And that is the best run that you are entitled to after all these years of service?

Mr. Goulding: Yes, sir.

Mr. Stone: Your agreement provides that ten hours or less will constitute a day's work, does it not?

Mr. Goulding: Yes, sir.

Mr. Stone: After your arrival at a terminal, do you have any time for inspection and making out reports?

Mr. Goulding: We have thirty minutes to inspect our engines.

Mr. Stone: Thirty minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: During this fourteen-hour period, are you released any time for meals?

Mr. Goulding: Why, we have no meal hour on those runs. We clean our fires and eat when we can during the half hour that the train crew eats. They have thirty minutes.

Mr. Stone: The train crew is allowed thirty minutes off duty for eating?

Mr. Goulding: They are allowed thirty minutes for eating; I don't know whether they are allowed off duty or not. They all carry lunches.

Mr. Stone: There is no place for you to get a warm meal during that time, is there?

Mr. Goulding: No, sir, there is not.

Mr. Stone: You must carry a lunch bucket every time?

Mr. Goulding: Yes, sir, we always carry a lunch bucket.

Mr. Stone: So, after twenty years of railroading, you are still eating out of a lunch bucket; no warm meal? You haven't got up to one of those fancy preferred runs they talk about, where you get \$350 and only work four hours?

Mr. Goulding: No, I have not reached that yet.

Mr. Stone: Do you ever make this day in less than ten hours?

Mr. Goulding: No, sir.

Mr. Stone: Never?

Mr. Goulding: No, sir.

Mr. Stone: Then, can it be taken as a fair average that what you show here for the month of November is a fair estimate of the time you usually work?

Mr. Goulding: Yes, sir, a fair average.

Mr. Stone: I notice on the November report you show twenty days actually worked.

Mr. Goulding: Twenty-one.

Mr. Stone: Twenty-one days actually worked?

Mr. Goulding: Yes.

Mr. Stone: What is the reason you did not work the rest of the time?

Mr. Goulding: Why, I laid off on my own accord.

Mr. Stone: To rest up?

Mr. Goulding: Yes. One or two days, I forget just which now.

Mr. Stone: And there were four Sundays?

Mr. Goulding: Yes; and then I think there was a holiday.

Mr. Stone: One holiday.

Mr. Goulding: Yes, Thanksgiving, I think I was off that day.

Mr. Stone: I see, on November 1st you were on duty twelve hours and ten minutes, which, with one hour preparatory time, made thirteen hours and ten minutes, is that correct?

Mr. Goulding: Yes, sir.

Mr. Stone: On November third you were on duty thirteen hours and thirty minutes, which, with one hour's preparatory time, made fourteen hours and thirty minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 4th you were on duty fourteen hours and twenty-five minutes, which, with one hour's preparatory time, made fifteen hours and twenty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: When I say one hour's preparatory time, I mean thirty minutes before and thirty minutes after.

Mr. Goulding: Yes, sir.

Mr. Stone: Again, on the 5th, you were on duty thirteen hours and twenty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: And, adding one hour's preparatory time, that would make fourteen hours and twenty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 6th you were on duty fourteen hours and ten minutes, and one hour added, making a total of fifteen hours and ten minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 7th you were on duty thirteen hours and twenty-five minutes, plus one hour, fourteen hours and twenty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 8th you were on duty fourteen hours, plus one hour's preparatory time, total of fifteen hours?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 10th, thirteen hours and fifty minutes, plus one hour, fourteen hours and fifty minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 11th, fourteen hours and fifty minutes, plus one hour, fifteen hours and fifty minutes.

Mr. Goulding: Yes, sir.

Mr. Stone: On the 12th, fourteen hours and thirty-five minutes, plus one hour's preparatory time, fifteen hours and thirty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 14th you were on duty thirteen hours and twenty-five minutes, plus one hour, fourteen hours and twenty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 15th you were on duty fourteen hours and twenty-five minutes, plus one hour, fifteen hours and twenty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 17th you were on duty fourteen hours and five minutes, plus one hour, fifteen hours and five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 18th you were on duty fourteen hours and fifty-five minutes, plus one hour, making fifteen hours and fifty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 19th you were on duty fourteen hours and fifty minutes, plus one hour, making fifteen hours and fifty minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: And, on the 20th, you were on duty fourteen hours and forty-five minutes, plus one hour, making fifteen hours and forty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 21st you were on duty thirteen hours and forty-five minutes, plus one hour's preparatory time, fourteen hours and forty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 22nd you were on duty twelve hours and thirty-five minutes, plus one hour, thirteen hours and thirty-five minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 26th, twelve hours and thirty minutes, plus one hour, thirteen hours and thirty minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 28th, on duty thirteen hours and forty minutes, plus one hour's preparatory time, fourteen hours and forty minutes?

Mr. Goulding: Yes, sir.

Mr. Stone: On the 29th, thirteen hours and twenty minutes, plus one hour, fourteen hours and twenty minutes?

If my computation is correct, this makes a total of 311 hours and 35 minutes for the 21 days' time?

Mr. Goulding: Yes, sir.

Mr. Stone: Or a total daily average of fourteen hours and fifty minutes on duty?

Mr. Goulding: Yes, sir.

Mr. Stone: And you received for that \$140.15?

Mr. Goulding: Yes, sir.

Mr. Stone: In making these movements around to these different roads, are they on the main line of those roads, do you come on the main line of any of these roads?

Mr. Goulding: In making a delivery to the St. Paul Road we run over the Pan Handle two or three miles, and then—

Mr. Stone: When you say Pan Handle you mean the Pennsylvania lines?

Mr. Goulding: Yes, sir.

Mr. Stone: Over their main line?

Mr. Goulding: Yes, sir.

Mr. Stone: Are you examined on the signal rules in these other roads?

Mr. Goulding: No, sir. We have to be familiar with their different signals and everything in their line, the same as their own men, almost. We are working mostly on block signals.

Mr. Stone: What would happen if you detained one of their fast passenger trains while making a main line movement?

Mr. Goulding: It would be up to their train director. At each end of their line where we run, I think they have a train director or tower man who handles it, mostly.

Mr. Stone: Do you come in contact with any other main lines?

Mr. Goulding: With the Stock Yards track, we go over their tracks down in there to make deliveries.

Mr. Stone: What I mean is this, Mr. Goulding: in making

a transfer to the Burlington or the North Western, or the Wabash or the Great Western, do you go over their main line in any way at all, do you come onto their main line?

Mr. Goulding: Not here of late. We always delivered at Hawthorne on the Burlington, but here of late they have cut us out at Wood street yard. We do not come on their main line, just the lead going into the yard in and out, running tracks.

Mr. Stone: I think that is all, Mr. Sheean.

CROSS-EXAMINATION.

Mr. Sheean: Mr. Goulding, the road that you are working for, the Baltimore & Ohio Chicago Terminal, is the road formerly known as the Chicago Terminal Transfer Railroad Company?

Mr. Goulding: Yes, sir.

Mr. Sheean: And it is, as its name implies, a transfer company?

Mr. Goulding: Transfer, yes, sir.

Mr. Sheean: Having about what mileage?

Mr. Goulding: It is about thirty miles long, that is from our starting point at Whiting to 14th Street here, or Chicago depot, runs about thirty miles long.

Mr. Sheean: Do you know how many passenger trains are run on that system?

Mr. Goulding: I think there are about sixty-odd go into the depot.

Mr. Sheean: I am talking about any passenger trains run into the terminal.

Mr. Goulding: Their own trains?

Mr. Sheean: Yes.

Mr. Goulding: They have two each way daily, suburban runs.

Mr. Sheean: During all the time that you were with the Chicago Terminal Transfer Railroad Company it was a freight switching road, or freight transfer road, was it not?

Mr. Goulding: Yes, sir, and suburban service. They have B. & O. main line trains running out of the terminal there, too.

Mr. Sheean: As I understand it, Mr. Goulding, the Chicago Terminal Transfer Railroad Company for which you worked before the Baltimore & Ohio Chicago Terminal Transfer

Railroad Company was organized, rents trackage rights to certain companies which come in over those tracks?

Mr. Goulding: Yes.

Mr. Sheean: But you have no seniority on any of the tenant lines?

Mr. Goulding: No, sir.

Mr. Sheean: In the operation of that terminal transfer company, practically all of its service is this transfer service between different railroads?

Mr. Goulding: Different railroads.

Mr. Sheean: Practically all of these deliveries that you make on this trip from Chicago to Whiting are using the main tracks of the Terminal Company, are they not?

Mr. Goulding: Yes, sir, we are connected with all our main tracks.

Mr. Sheean: And you set out cars if you have them, and pick up other cars?

Mr. Goulding: No, sir, we have a train made up coming north to make just deliveries. We do not pick up any going north, just deliver to these different lines, and then go on until we get through, then we turn in.

Mr. Sheean: On the northbound trip it is entirely a delivery trip to the different connections.

Mr. Goulding: Yes, sir, also south, but we do not deliver to any foreign line going south. We pick up and set out.

Mr. Sheean: All of these movements from Chicago to Whiting, and from Whiting back to Chicago are made under block, aren't they?

Mr. Goulding: Except the single track.

Mr. Sheean: How long is that single track over which you go?

Mr. Goulding: About four miles, somewhere in that neighborhood.

Mr. Sheean: What is it?

Mr. Goulding: About four miles. Understand, the block system is just between Chicago and the B. & O. Junction. That quits there. The other part of the road is here and there blocked. There is only one block, and that is at Barr Yard.

Mr. Sheean: At the Barr Yard?

Mr. Goulding: Yes, an automatic block, until we strike the

state line. Then we have a block system from there to Pine Junction.

Mr. Sheean: Mr. Goulding, there isn't any difference in the operating conditions here on the Terminal Railroad, any difference in the operation of this month, November, 1914, from what they were in 1910?

Mr. Goulding: No, I cannot see any difference. It is about the same work all along.

Mr. Sheean: And the run that you make is practically the same run that you were making then?

Mr. Goulding: Yes, sir.

Mr. Sheean: I take it that you have one of these five designated engines as to which an allowance of thirty minutes is made for preparation and for care at the end?

Mr. Goulding: Yes, we have some other B. & O. engines over here now, about the same size or type, about ten of them altogether, I guess.

Mr. Sheean: In the schedule there are certain engines named, five engines?

Mr. Goulding: Yes.

Mr. Sheean: 1966 to 1971?

Mr. Goulding: Yes, sir.

Mr. Sheean: You have your own engine?

Mr. Goulding: Yes, sir.

Mr. Sheean: The same engine day in and day out?

Mr. Goulding: Yes, sir.

Mr. Sheean: And it is one of these designated five, is it?

Mr. Goulding: 1968, I have, on this particular run. The others are pooled.

Mr. Sheean: You had 1968 back on December 24, 1910, did you?

Mr. Goulding: No, I had 1971 at that time.

Mr. Sheean: About how long have you had this 1968?

Mr. Goulding: I have been on this run about five months, on which I have had 1968.

Mr. Sheean: Before that, just what was your run, Mr. Goulding?

Mr. Goulding: I had everything. I was in the pool then for a short time, and then after I had one regular run, they gave

me 2740, that is a B. & O. engine, out of East Chicago, for a short time.

Mr. Sheean: This \$140.15 that you earned in the month of November is about what that run pays from month to month?

Mr. Goulding: For that many days, yes, sir.

Mr. Sheean: That is twenty-one days?

Mr. Goulding: Yes, sir.

Mr. Sheean: You think that is a fair average for the number of days that you worked?

Mr. Goulding: A fair average right along.

Mr. Sheean: And the pay is also a fair average?

Mr. Goulding: Understand I work more days than that, sometimes. Sometimes I make twenty-three or twenty-four days, twenty-five days, maybe.

Mr. Sheean: That is entirely optional with you, isn't it, Mr. Goulding?

Mr. Goulding: Yes, sir.

Mr. Sheean: As to whether it would be twenty-one or twenty-three, twenty-four, or twenty-five?

Mr. Goulding: Yes, sir.

Mr. Sheean: But taking twenty-one days as the days worked during the month, about \$140 is a fair average as the pay for a month?

Mr. Goulding: Yes, sir.

Mr. Sheean: That is all.

REDIRECT EXAMINATION.

Mr. Stone: Mr. Goulding, is it not a fact that the Baltimore & Ohio Railroad owns the Baltimore & Ohio Chicago Terminal?

Mr. Goulding: Well, that is too deep for me. I don't know who owns it. It has been sold so many times that I don't know where we are at.

Mr. Stone: Well, you know one thing, don't you, that you pay relief to the Baltimore & Ohio?

Mr. Goulding: Yes, sir.

Mr. Stone: You are a member of the Baltimore & Ohio Relief Association?

Mr. Goulding: Yes, sir.

Mr. Stone: I am not sure whether I asked you what is your rate for the first ten hours; what do you get?

Mr. Goulding: \$4.50.

Mr. Stone: And 45 cents an hour overtime?

Mr. Goulding: Yes, sir.

Mr. Stone: No higher rate for overtime?

Mr. Goulding: No higher rate.

Mr. Stone: Do you have any of the Baltimore & Ohio road engines in your switching service?

Mr. Goulding: We have them in the transfer service; they use them at times for switching; not very often.

Mr. Stone: In this transfer run, when these Baltimore & Ohio engines are used, these road engines, are they built purposely for transfer work?

Mr. Goulding: They are regular road engines as used on the road on the Baltimore & Ohio.

Mr. Stone: Do you find it harder to do work with that type of engine than you do with an engine regularly equipped for switching?

Mr. Goulding: Yes, sir.

Mr. Stone: Explain to the Board why it is harder?

Mr. Goulding: Why, they have got a very low cab. The engine is all right to work, working with the front end of it, but with the back end it is a very hard matter for a man to handle the engine and watch signals. The cab is low and they are not equipped for that at all. They are awkward in every way. When you handle the throttle, you miss the signals, and it is hard work to get in and out of the windows backing up. The tanks are high and you cannot see over. Some of them you can see over pretty good, but others you cannot.

Mr. Stone: I believe you said, in reply to a question, that it was optional with you whether you worked 21 or 24 or 25 days—is it optional or is it a question of endurance?

Mr. Goulding: Why, what I understand by that is I can work the 26 working days if I want, or I can lay off.

Mr. Stone: You can work the 26 working days if you can stand it to work that much?

Mr. Goulding: Yes, sir.

Mr. Stone: Isn't it a fact in this month of November, where you worked only 21 days, that you worked 311 hours and thirty

some minutes, that you worked over thirty-nine days of eight hours in that time?

Mr. Goulding: Yes.

Mr. Stone: And that comes pretty near being double time. If you had been a hod carrier, you would have had in two months work at that, at a higher rate, in the city of Chicago.

Mr. Goulding: Yes, sir.

Mr. Stone: I think that is all.

Mr. Burgess: Did I understand you to say, Mr. Goulding, that this transfer property was 31 miles long, or 30?

Mr. Goulding: It is about 30 miles long.

Mr. Burgess: In using this fourteen hours and thirty minutes, does it require that time to make the round trip?

Mr. Goulding: Yes, sir.

Mr. Burgess: You only make one round trip?

Mr. Goulding: One round trip a day; yes, sir.

Mr. Burgess: Would it be possible to relieve you at the expiration of the ten-hour period?

Mr. Goulding: Why, I don't know whether it would or not. They would have to make some awkward changes in order to do that.

Mr. Burgess: What is in my mind, Mr. Goulding, could this train start out from the initial point and get back in ten hours, if the work that the train is required to do was differently arranged?

Mr. Goulding: Why, I don't think it could.

Mr. Burgess: That is all.

Mr. Byram: Mr. Goulding, are there any better runs in the service of the Baltimore & Ohio Terminal than the one you have—are there better runs?

Mr. Goulding: No, sir, I have got about as good a run as they have got, outside of the suburban runs.

Mr. Byram: And you selected this run?

Mr. Goulding: Yes, sir.

Mr. Byram: Because you had the seniority which entitled you to select it?

Mr. Goulding: Yes, sir.

Mr. Byram: I suppose there are some runs that are not quite so satisfactory?

Mr. Goulding: There are runs from the other end of the

road that are a little better than mine, which are daylight jobs, but I am not old enough to hold one of them.

Mr. Byram: That is all.

Mr. Shea: Mr. Goulding, how many hours constitute a day's work for an engineer on your road, according to the Engineers' Agreement?

Mr. Goulding: Ten hours or less.

Mr. Shea: I understood you to say you averaged 14 hours and 50 minutes for the month of November.

Mr. Goulding: Yes, sir.

Mr. Shea: And work 20 days?

Mr. Goulding: 21 days.

Mr. Shea: 21 days?

Mr. Goulding: Yes, sir.

Mr. Shea: Now, assuming that you completed your day's work at the expiration of ten hours, allowing one hour for preparatory time, that is thirty minutes for the initial trip and thirty minutes at the completion of your trip—

Mr. Goulding: Yes, sir.

Mr. Shea: You would not make \$140.15, would you?

Mr. Goulding: No, sir.

Mr. Shea: As a matter of fact, you would only be making \$113.95?

Mr. Goulding: About that.

Mr. Shea: Now, supposing you were permitted, under your contract to complete your day's work at the expiration of, the ten hours, plus one hour preparatory time, and you worked the full month, 26 days, you would not even then make \$140.15, would you?

Mr. Goulding: No, sir.

Mr. Shea: As a matter of fact, you would only make \$128.70?

Mr. Goulding: Yes, sir.

Mr. Shea: So, then, in order to make this monthly wage, \$140.15, you are compelled, as a matter of fact, to make that in overtime?

Mr. Goulding: In overtime, yes, sir.

Mr. Shea: That is all.

Mr. Park: Mr. Goulding, I understood you to say, that on

the first trip you run through to Whiting, without doing any work?

Mr. Goulding: No, sir. We do work at B. & O. Junction; we spot cars at the house track and pick up cars out of there.

Mr. Park: What time do you usually get to Whiting?

Mr. Goulding: Well, it averages along from 7 o'clock and 8 o'clock, and 8:30; sometimes 9 o'clock in the morning.

Mr. Park: Do you have a regular time to leave there?

Mr. Goulding: Sir?

Mr. Park: Do you have a regular time to leave Whiting on the return trip?

Mr. Goulding: No, sir, whenever we are ready to go back, we get ready to go back.

Mr. Park: How much coal do you burn on the round trip?

Mr. Goulding: I couldn't tell you exactly; it will run along maybe ten tons, ten or twelve tons.

Mr. Park: Do you take coal on the trip, at Whiting, or intermediate?

Mr. Goulding: We take our coal on those runs in the middle of the road, that is, at Blue Island; and we don't take it at either end.

Mr. Park: Do you think a switch engine would be preferable to a road engine on those transfer trains?

Mr. Goulding: Do you mean a switch engine would be better on those trains than a road engine?

Mr. Park: Yes, than a road engine.

Mr. Goulding: No, sir, not on those trains.

Mr. Park: That is all.

Mr. Sheean: If I might be permitted, I forgot to ask Mr. Goulding one thing; when you spoke, Mr. Goulding, of taking your time for a meal, you are on continuous time on this run, are you not?

Mr. Goulding: Yes, sir.

Mr. Sheean: So that whatever time you take, if you take a half hour for lunch at the other end of the line, the company pays you?

Mr. Goulding: Yes, sir.

Mr. Sheean: During that time?

Mr. Goulding: Yes, sir.

Mr. Sheean: These runs, when you were asked about the

ten-hour day, is it not a fact that these engines that you run are specified on an hourly basis of 45 cents an hour?

Mr. Goulding: Yes, sir.

Mr. Sheean: "Will be paid on the basis of 45 cents per hour, and will be allowed thirty minutes before leaving, and thirty minutes after arrival to examine engines," of these five named engines?

Mr. Goulding: Yes, sir.

Mr. Sheean: So that, on the run you have described here, the pay is and always has been so much per hour?

Mr. Goulding: So much per hour. The wording is, if the miles would exceed the hours, why, we could put in the miles.

Mr. Sheean: Yes.

Mr. Goulding: We have always worked on the hourly basis.

Mr. Sheean: That is all.

Mr. Stone: Mr. Goulding, I think you said to Mr. Park, that a road engine was preferable for this job. Is it not a fact that this is really freight work, road freight work?

Mr. Goulding: Yes, sir.

Mr. Stone: You pull a caboose and you handle a crew, just the same as though you were a freight train?

Mr. Goulding: Yes, sir.

Mr. Stone: And you have running orders?

Mr. Goulding: We have running orders, the same as any other trunk line.

Mr. Stone: The only thing that differentiates it from a freight run is the pay? You are paid a transfer rate?

Mr. Goulding: Paid the transfer rate, yes, sir.

Mr. Stone: That is all.

Mr. Sheean: Mr. Goulding, do you know whether any of the members of that crew, whether engineer, fireman, or the trainman, are paid through freight rates?

Mr. Goulding: No.

Mr. Sheean: Do you have on this transfer line or run any through freights operating, except the one you have described?

Mr. Goulding: On our line?

Mr. Sheean: Yes.

Mr. Goulding: No through freight rate that I know of.

Mr. Sheean: And there is a special transfer rate that is paid there?

Mr. Goulding: Yes, sir.

Mr. Sheean: Intermediate between switching and through freight, is it?

Mr. Goulding: Why, it is called transfer.

Mr. Sheean: It is called a transfer rate?

Mr. Goulding: Yes, sir.

Mr. Stone: Is it not a fact that this so-called transfer or switching rate is a higher rate than is paid to road men in freight service, for the train crew?

Mr. Goulding: I don't understand that question.

Mr. Stone: Does not your switch crew that you handle, receive a higher hourly rate than the road rate for freight men?

Mr. Goulding: Yes, sir, I believe they do.

Mr. Stone: That is the reason why they are anxious to have it still kept as a transfer run?

Mr. Goulding: Yes, sir.

Mr. Stone: That is all.

Mr. Burgess: Mr. Goulding, during the time you are eating your lunch, this thirty minute period, are you relieved of any responsibility of the engine?

Mr. Goulding: No, sir.

Mr. Burgess: That is all.

The Chairman: Call your next witness, Mr. Stone.

Mr. Stone: All right, Mr. Goulding, we will excuse you. (Witness excused.)

Mr. Stone: Our next witness will be Mr. Skog of the Great Northern Railway, from Minneapolis.

A. SKOG was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stone: Mr. Skog, you are in the service of the Great Northern Railway at the present time?

Mr. Skog: Yes, sir.

Mr. Stone: Talk a little louder, please. In what class of service?

Mr. Skog: Switching.

Mr. Stone: How long have you been in this service?

Mr. Skog: Nineteen years.

Mr. Stone: What class of engine are you running?

Mr. Skog: F-8 class, as we have them in our schedule.

Mr. Stone: Describe this engine; what type of engine is she, Consolidation?

Mr. Skog: Yes, sir, she is a Consolidation with one pony truck.

Mr. Stone: What is the weight?

Mr. Skog: It has 180,000 pounds stenciled on the side of the cab. I don't know whether that is on the drivers.

Mr. Stone: What rate of pay do you receive?

Mr. Skog: \$4.50, ten hours.

Mr. Stone: Ten hours or less?

Mr. Skog: Ten hours or less, yes.

Mr. Stone: Do you have any preparatory time?

Mr. Skog: Yes.

Mr. Stone: How much?

Mr. Skog: Fifteen minutes before leaving the roundhouse lead.

Mr. Stone: Any final terminal time after arrival?

Mr. Skog: Yes, sir, fifteen minutes. That is for inspection time.

Mr. Stone: Has your rate of pay been increased since 1910?

Mr. Skog: Yes, sir, since the 1st of June, 1913.

Mr. Stone: How much of an increase?

Mr. Skog: 25 cents on the larger type of engine.

Mr. Stone: How did it happen?

Mr. Skog: Why, our committee was in, and the company recognized that the larger engines were worth more to run, and we got 25 cents increase on them.

Mr. Stone: Did all the switch engineers in that terminal get an increase?

Mr. Skog: No, sir; only those that were on the large power.

Mr. Stone: What does the small engine pay in that yard switching service?

Mr. Skog: \$4.25.

Mr. Stone: Then there is a differential between the large and small engines, so far as pay is concerned?

Mr. Skog: Yes, sir.

Mr. Stone: In addition to that you have another rate for the Mallet engine in switching service, have you not?

Mr. Skog: Yes, sir.

Mr. Stone: What is that?

Mr. Skog: \$5.50 and \$5.25. There are two classes of Mallets; and, also, there is a differential on the Mikado type when used in yard service. They are 25 cents higher than the F-8 class, I just spoke of.

Mr. Stone: Then they do recognize the difference when they put a road engine into yard service?

Mr. Skog: Yes, sir. Well, I don't know as it would be that, Mr. Stone. It is the size of the engine, too.

Mr. Stone: Prior to 1910, were there any engines in your yard getting the \$4.50 rate?

Mr. Skog: Yes, sir; I think there were two. I am not certain—No, how did you put that question?

Mr. Stone: Were there any of the engines that now bear the \$4.50 yard rate in service in 1910? At least, that is the way I wanted to ask it.

Mr. Skog: Yes, I think there were two of them at that time, but, of course, they were not getting the rate; they were getting the same rate as the small engine.

Mr. Stone: The same rate as the small engine?

Mr. Skog: Yes.

Mr. Stone: Then this differential between the large and small engine in switch service has come about since 1910?

Mr. Skog: Yes.

Mr. Stone: Or, to be exact, in June, 1913?

Mr. Skog: June 1st, 1913, the schedule was changed.

Mr. Stone: How many of these engines that took this higher rate are there in the switching service at the present time?

Mr. Skog: In Minneapolis yard, I think there are six there. Then, there are some in St. Paul; I don't know just how many there are. And up along the road, I don't know how many there are.

Mr. Stone: This agreement provides this rate on two classes of engines for use in yard service; that is, this higher rate on two classes of engines?

Mr. Skog: Well, there are three. There is the F-8 class, which is \$4.50; and the Mikado type, which is \$4.75; and the Mallet type. There are two rates for the Mallets, \$5.25 and \$5.50.

Mr. Stone: And there is still another rate for the smaller engine lower than \$4.50; that is, the \$4.25 rate. You still have the \$4.25 rate on the small engine?

Mr. Skog: Yes, sir.

Mr. Stone: Do I understand that you are running one of these larger engines at the present time?

Mr. Skog: Yes, sir.

Mr. Stone: Do you think that in operating one of these big engines your responsibilities have been increased?

Mr. Skog: I think they have.

Mr. Stone: I wish you would explain to the Board, if you will, in your own way, in what way your responsibilities have been increased?

Mr. Skog: Why, you handle longer strings of cars, and it is more difficult to get and interpret the signals from the switchmen, because they are further away from you; and, in handling the air, you have got to use greater care in order to keep from breaking in two and pulling out a draw-bar, or damaging the equipment. In that way, I think, it is more responsibility put on you.

Mr. Stone: Then, if I understand you correctly, Mr. Skog, you are getting \$4.50, in other words, the same rate for switching in Minneapolis, that Mr. Goulding, the last witness, is getting for transfer work in Chicago. He is getting \$4.50.

Mr. Skog: That is right; yes, sir.

Mr. Stone: Do they have any transfer service on the Great Northern Railroad?

Mr. Skog: Yes, sir, we do.

Mr. Stone: What rate is paid for that?

Mr. Skog: They are paid the regular through freight rate, as per class of engine used.

Mr. Stone: Have you ever run a switch engine in the night yard?

Mr. Skog: Yes, sir.

Mr. Stone: Do you think it is worth any more to run a switch engine at night than it is in the day time?

Mr. Skog: I do.

Mr. Stone: Why?

Mr. Skog: Why, the chances we have, as we do, ordinarily switching on a lead, of cars not being into clear, while in the day time you could see those things and at night the chances are they would be liable to corner you, shove them down from the other end of the track. Another thing, it is an unnatural time to work; you don't have much time with your family.

Mr. Stone: Sleeping in day time and working at nights?

Mr. Skog: Well, sleeping in the day time, I don't know; I could never sleep very well in the day time, and I think it is the same case with a great many.

Mr. Stone: In case of the hazard you spoke of, such as accidents in cornering cars, and so forth, you are disciplined for that, just the same as though it happened in broad daylight, are you not?

Mr. Skog: Yes, sir.

Mr. Stone: Then the hazard of the occupation has increased with the night service?

Mr. Skog: It has. And also, in order that the Board can see how the men there feel about it, I will say that we have fourteen men up there that are working days. All of those fourteen men or any one of those fourteen men could take a night transfer run because we hold seniority rights to the night transfer runs, most of which would pay \$1.05 more for the transfer work, nights, than we are getting for the work we are doing days, but they would rather take the lower rate in order to work days.

Mr. Stone: At the present time your switching rate isn't any higher for night work than it is for the day work?

Mr. Skog: No, sir, it is not.

Mr. Stone: Although the hazard is increased and, in your opinion, the work is harder?

Mr. Skog: Yes, sir, and we are working with men—the men we are working with are getting a higher rate for their night work than their day work.

Mr. Stone: How much higher, do you know?

Mr. Skog: I am not sure, but I think it is twenty-five cents.

Mr. Stone: Two and one-half cents an hour?

Mr. Skog: Yes, sir.

Mr. Stone: Then it is very evident, if your statement is

correct, these fourteen men at Minneapolis believe that there must be a reason for the differential of \$1.05 a day between the night work and the day work?

Mr. Skog: It is, because I am one of those fourteen men. I had rather work for the lower rate days than the higher rate nights.

Mr. Stone: This \$1.05 comes in, as I understand, because the transfer rate is the through freight rate, according to the class of engine on that road?

Mr. Skog: Yes, sir, and we have seniority rights according to our schedule for those transfer runs.

Mr. Stone: In other words, if your seniority entitled you to one of them, you could bid in that run tomorrow, if it was vacant?

Mr. Skog: Yes.

Mr. Stone: But you prefer to stay on the day switch engine?

Mr. Skog: Yes, sir.

Mr. Stone: So as to have a little social life?

Mr. Skog: To be at home with the family; otherwise, if I would be working nights, they would all be away when I would get home, except my wife, she would be there.

Mr. Stone: The children would be in school, probably?

Mr. Skog: Yes.

Mr. Stone: And, working nights on the transfer, there would not be a single night you could take your family and go anywhere and have any recreation, any time?

Mr. Skog: Not very well. Of course, sometimes they don't work on Sunday night.

Mr. Stone: But those occasions are rare?

Mr. Skog: Yes.

Mr. Stone: I think that is all, Mr. Sheean.

CROSS-EXAMINATION.

Mr. Sheean: Mr. Skog, I am not entirely clear as to whether you have in this yard where you are working other engines on which there is paid \$4.25 a day.

Mr. Skog: Yes, sir.

Mr. Sheean: How many?

Mr. Skog: How many at this \$4.25 rate?

Mr. Sheean: Yes.

Mr. Skog: Well, we are working about thirty engines, yes, maybe more, night and day, there, and out of those there are only these six I speak of that are the large engines.

Mr. Sheean: That take the \$4.50 rate?

Mr. Skog: Yes. I would not say that for certain whether it is six, but it is close to six. I don't know.

Mr. Sheean: Those engines were put into yard service back as far as 1910?

Mr. Skog: There were some of them there, but they have increased since that time.

Mr. Sheean: I take it from what you have said, Mr. Skog, about seniority, that the seniority as a switching engineer is limited to the yards and to the transfer service?

Mr. Skog: Transfer service, yes, sir.

Mr. Sheean: That is, you have grown up in that particular department?

Mr. Skog: Well, our rules are, if you are in the yard service, you hold seniority rights only in the yard and in the transfer work.

Mr. Sheean: And that is in the agreement as to seniority on the Great Northern Railroad?

Mr. Skog: Yes, sir.

Mr. Sheean: Now, the seniority on your line as to yard service covers transfer service as well?

Mr. Skog: Yes, sir, on the terminal division; that is, Minneapolis and St. Paul.

Mr. Sheean: What is the transfer service you speak of there?

Mr. Skog: It is runs between Minneapolis and St. Paul, Minneapolis and Hamlin and St. Paul and Hamlin.

Mr. Sheean: About what is the length of the run there?

Mr. Skog: It is only ten miles between the cities. They run a little more because they run—well, out to Clearwater—well, it might be possibly twelve miles.

Mr. Sheean: And the seniority district of you yard men just covers this particular transfer, or just this one yard, where you work, or are the rights interchangeable in the Minneapolis yard also?

Mr. Skog: They are interchangeable either at Minneapolis or St. Paul.

Mr. Sheean: In the work at nights, Mr. Skog, the movements made by the engineers in switching service are all in response to the signals of the switchmen, are they not?

Mr. Skog: Yes, unless you get a string of cars that are going to some particular point; then, of course, the engine is probably ahead and you have got to go according to the semaphores and towermen there that have charge of the track.

Mr. Sheean: And the inability to see at night whether a particular cut of cars is in the clear or not, applies to road crews just as well as those in the yards, does it not?

Mr. Skog: Well, the road crews do not come in on those leads so much.

Mr. Sheean: I am not talking about the particular leads, but the road man in going along and making his run cannot tell whether or not on any lead or switch which he may pass on his entire run—does not have the same opportunity at night as he does in the daytime for observing the conditions on the track adjoining that on which he is running?

Mr. Skog: Well, the road man ordinarily comes down the main line and the yard man—of course we use the main line also to a great extent, but we switch on the lead and they switch from both ends of this track on this particular lead. Say here is the lead and then somebody else is switching off the lead up on this end, and the danger of those fellows shoving cars down, and when there is a cut comes down the liability to strike these cars—or possibly they put them so they clear only a foot—they are pretty close.

Mr. Sheean: In every case in the operation of yards at night, the foreman or the man in the field, whichever one of the switchmen makes that particular cut, should see that all cars are in the clear when they are switching in and left?

Mr. Skog: He should, yes.

Mr. Sheean: The rules require that?

Mr. Skog: The rules require it, yes.

Mr. Sheean: This hazard that you refer to is only in case a switchman has failed properly to perform his part of the work?

Mr. Skog: Understand, when we are switching on a lead,

there is a long lead, and, where the engine is, there is nobody; that is, there is nobody, no switchman, no flagman of any kind. The switchmen are working away up here. I am working down here with the engine. There is still a lot of tracks coming down this lead, and those are the ones where the danger is. It is not up here where these switchmen are.

Mr. Sheean: But in every cut of cars that is handled, it is the duty of the switchman to see that the movement, the switching movement that he does, does not get out on the lead to endanger other movements.

Mr. Skog: Yes, sir.

Mr. Sheean: And the extra hazard to the engineer, of which you speak, is his inability at all times to see whether the switchmen have properly performed their work?

Mr. Skog: Yes, sir.

Mr. Sheean: So far as the engineer is concerned, that is the only additional hazard that there would be at night between day and night work?

Mr. Skog: I don't know. It seems not only that, but it is hard to see switches when we are back on this lead. Understand, there would be nobody on the rear end of the tank. If there is anyone who has left his switch wrong behind there, it is pretty hard to see.

Mr. Sheean: Inability to see switch lights, I suppose, would obtain on the main line just as well as it would in yards?

Mr. Skog: There are no lights at all, understand; there are no lights on the switches there.

Mr. Sheean: You mean dwarf switches?

Mr. Skog: Yes, there are no lights whatever.

Mr. Sheean: Is it the practice to make movements crossing over switches, to make a movement of any length without having any switchmen on the—

Mr. Skog: Crossing over the main line, you mean?

Mr. Sheean: Yes.

Mr. Skog: No, we have switch lights on the main line switches.

Mr. Sheean: In the night work, in the yard, Mr. Skog, the switchman is generally upon the ground and actually directing the cut of cars, and there is no greater hazard in and about their work than the day men's?

Mr. Skog: Day switchmen?

Mr. Sheean: Day switchmen, yes.

Mr. Skog: Yes; I think there is.

Mr. Sheean: They are practically the ones who direct all of the movement of the cars to move around at night from one to the other part of the yard, in signalling the engineer?

Mr. Skog: Yes, sir.

Mr. Sheean: As to the movements?

Mr. Skog: Yes, sir.

Mr. Sheean: The only additional hazard that the man in the cab has, in night work in the yard, is the possibility that on some forward movement he may find some car has been improperly left not in the clear, by the switchman?

Mr. Skog: Not only in a forward movement, but backward movement also.

Mr. Sheean: In case he is running light, with no cars ahead of him?

Mr. Skog: No, sir.

Mr. Sheean: It is no great hazard in case he has no cars he is pushing down here.

Mr. Skog: The trouble is like this, that he cuts them off, and then they will give a back up signal, and you back up in here. In the meantime, somebody from the other end up here has shoved some cars down there very close, and you are not sure whether they would clear or not until you get right up to them.

Mr. Sheean: That is what I mean, with the single exception of the possibility that someone has improperly left cars where they are not in the clear, there isn't any additional hazard to the man in the cab, if he is simply operating in accordance with the signals of the switchmen who are on the ground.

Mr. Skog: There is a chance, of course, of somebody else coming down there in the dark. I know that I don't like to work nights.

Mr. Sheean: I was trying to get in the distinction, Mr. Skog, between the dislike of all people to work at night, and what made a yard any different from operating on the main line, distinguishing between men who work at night on the main line, and those who work days on the main line.

Mr. Skog: Just as I say, it is the danger of finding these cars not into clear, and the unnatural time of night work.

Mr. Sheean: Both of those things would exist on main line operation as well, would they not, Mr. Skog?

Mr. Skog: Yes, they would, but you would have switch lights on the main line; and, if there were any cars down there, you could not tell whether they were in the clear or not unless you had a good headlight, which our road engines have and which our yard engines have not. Our yard engines are very poorly equipped for headlights.

Mr. Sheean: Having headlights, rather than an increase in wages, would be the remedy, to have better headlights there, wouldn't it? You don't think it is necessary to pay more money if danger can be removed by improving the headlights?

Mr. Skog: Better headlights would improve conditions, that is certain.

Mr. Sheean: A headlight in the yard can be made to serve the purpose of yard work equally well with the purpose which the road headlight serves, can't it?

Mr. Skog: Oh, yes, if the headlight was improved, made better, it would certainly make conditions better for night work.

Mr. Sheean: Assuming that the conditions as to lights were the same, or the lights which were furnished in yard service performed the function in yard service just as well as the headlights which are furnished for road service, is there any real difference between the yard engineer and the road engineers as to either the hazard of night work, as distinguished from the hazard of day work, or, the desirability of day work, as distinguished from the desirability of night work?

Mr. Skog: No. I think, if the headlight was proper and in good shape, that there would not be any more difference in that for a yard man than for a road man, that is, as far as the engine was concerned.

Mr. Sheean: That is all.

REDIRECT EXAMINATION.

Mr. Stone: Mr. Skog, suppose while you were down there, in the engine, on track nine or ten, a switchman kicked in a string of cars on track three or four, and they were left out far enough to foul your lead, do you know of a recent occurrence where that situation came up?

Mr. Skog: It happened just a short time ago, I could not

give you the exact date, but if they had been probably about five seconds later, they would probably have turned the engine over.

Mr. Stone: They kicked them down on the side of a switch lead?

Mr. Skog: Yes, sir.

Mr. Stone: The side of the train?

Mr. Skog: Yes, sir.

Mr. Stone: In the back of the engine as he was pulling out?

Mr. Skog: Just cleared the tank.

Mr. Stone: Speaking of headlights on the switch engines, isn't it a fact that part of the time either one or both headlights are obscured by being coupled on a box car, either ahead of or behind the engine?

Mr. Skog: Oh, yes, lots of times.

Mr. Stone: Is it not also a fact that switch lights would improve things a little bit?

Mr. Skog: Switch lights on the lead?

Mr. Stone: Yes, sir.

Mr. Skog: They certainly would. Then you could tell where you were at. Then you could tell what the switch was, anyway.

Mr. Stone: But, in case one of these night switchmen does make a mistake, is it not a fact that the engineer is also involved in, and has to come and explain the "why" about it?

Mr. Skog: Yes, sir. I should say so. If I come down that lead and I run into those cars they have got down there, they will hold me responsible for running into them, and they won't take anything for an excuse. They will say that I must know that those cars were into clear.

Mr. Stone: I think that is all I care to ask.

RE-CROSS-EXAMINATION.

Mr. Sheean: Mr. Skog, you don't question at all the propriety of trying to find out where anybody is hurt—

Mr. Skog: Oh, no—

Mr. Sheean: As to what brought it about?

Mr. Skog: No, sir.

Mr. Sheean: The question asked by Mr. Stone was that you would be called upon to come in and explain. You think it

is perfectly proper, in every case of that kind, that there should be an investigation to find out just how it did happen, don't you?

Mr. Skog: That is all right, but ordinarily they blame the engineer if he does get into those cars.

Mr. Sheean: That I suppose depends entirely upon all of the circumstances, doesn't it? The schedules themselves usually provide, do they not, all these wage schedules, for the right of both to have a full hearing, representation and everything else in case of any kind of discipline?

Mr. Skog: Oh, yes, the schedules provide for that, sure.

Mr. Sheean: So that it was not a criticism of the idea that, if an engineer should strike a car, that the company should try to find out whether it was the fault of some other crew, or whether it was his fault?

Mr. Skog: Oh, yes; but, understand what I mean. If I am switching on this lead and I come up here a way, and then somebody shoves these cars down on the lead, so they don't clear the track, and I come up this way to pick up my cars, they are away up here, and, if I go into those cars, they will hold me responsible and discipline me for it.

Mr. Sheean: Under some provision of the rules?

Mr. Skog: No, on the theory that I am supposed to know that those cars are into clear.

Mr. Sheean: Are in the clear?

Mr. Skog: Yes, sir.

Mr. Sheean: And you are supposed to have the switch engine under control as you approach these leads?

Mr. Skog: Yes, sir, but these leads or these tracks are so close together that if we should approach each one of those tracks running into those leads, we would not get ten cents of work done all night, hardly.

Mr. Sheean: A switching movement is ordinarily a slow movement, isn't it?

Mr. Skog: Well, yes.

Mr. Sheean: I did not intend to debate the propriety of any particular facts, Mr. Skog, but to make clear that you do not question at all, a full investigation, wherever an accident happens, to find out how it happened, to see whether you can avoid it in the future.

Mr. Skog: I would rather have it.

Mr. Sheean: That is all.

RE-RE-DIRECT EXAMINATION.

Mr. Stone: I think, Mr. Skog, my friend on the other side misunderstood me. I did not mean to bring out the fact that there should not be any investigation. The point I wanted to bring out was that there was an investigation and you probably lost some sleep attending it.

Mr. Skog: That is right.

Mr. Stone: You could not go home and go to bed after an accident, you would probably come down on the carpet and spend most of the day?

Mr. Skog: Of course, if it was anything serious. If it was only perhaps a little damage done to that car, they would not hold us up from making a written statement to our local officials.

Mr. Stone: But, is it not a fact that, every time a car is wrecked, or any time an accident happens, there is always an investigation?

Mr. Skog: Ordinarily, there is, if it is anything serious.

Mr. Stone: Unless they cover it up and say it came in that way off the road?

In regard to moving under control, what do you understand? Do you understand that it is to stop in half the distance to be cleared?

Mr. Skog: Our instructions, from the book of rules and examiners, are, that we shall run so that we can stop in half the distance that you can see, for the reason that, if somebody else is coming in the other direction, if you stop in the distance that you could see, you would certainly have a collision. It is stopping half the distance you can see.

Mr. Stone: Suppose you lived rigidly up to the technical application of that rule, at night, how much switching would you do in a yard?

Mr. Skog: We would not do very much.

Mr. Stone: That is all.

Mr. Park: Mr. Skog, when did you receive this last increase on these engines?

Mr. Sheean: The last increase?

Mr. Park: Yes.

Mr. Skog: The first of June, 1913.

Mr. Park: Was that negotiated by the committee of the Northern Pacific Engineers?

Mr. Skog: The Committee of the Great Northern.

Mr. Park: Of the Great Northern, I mean.

Mr. Skog: Yes, sir.

Mr. Park: Were they represented in the previous general conference?

Mr. Skog: Yes, sir.

Mr. Park: The engineers of the Great Northern?

Mr. Skog: Yes, sir.

Mr. Park: This was a conference held after the general conference adjustment had been made?

Mr. Skog: Yes, sir, it was.

Mr. Park: Were the questions that came before the committee at that time, as to road engines, applied generally, or just to this switching condition at St. Paul?

Mr. Skog: Only in regard to what we got for yard work for the larger power.

Mr. Park: Were they asking at that time for increases in road service?

Mr. Skog: No, sir.

Mr. Park: It was just a yard proposition?

Mr. Skog: We were asking for some rules in regard to the road work?

Mr. Park: A change in working conditions?

Mr. Skog: Yes, sir.

Mr. Park: Were any concessions made at that time in regard to the working conditions?

Mr. Skog: I can not say just exactly what they were.

Mr. Park: What is the method of discipline on the Great Northern? Is it actual suspension or discipline by record?

Mr. Skog: Actual suspension.

Mr. Park: How do the weather conditions compare in St. Paul with those in Chicago? Is it colder in that territory than in this?

Mr. Skog: This is my first—well, I was here in Chicago about ten or fifteen years ago, but I was only here a couple of days, and this is the second time I have been here, so I do not know really how the weather is here. It has been pretty nice up

at Minneapolis this fall, but, ordinarily, we have pretty hard winters there.

Mr. Park: How low does the thermometer go there?

Mr. Skog: Thirty degrees, or something like that.

Mr. Park: Below zero?

Mr. Skog: Yes, sir.

Mr. Park: When it is thirty degrees below zero does that give you a good deal of trouble with your engine, keeping her alive?

Mr. Skog: Yes, we have quite a bit of trouble with our air there. It has got to be looked after all the time, to keep the parts clear.

Mr. Park: Do you have trouble with your injectors freezing up?

Mr. Skog: No, not so much that, because we generally keep our heaters on.

Mr. Park: You have to watch the engine pretty closely in order to keep her from freezing up under those conditions?

Mr. Skog: Yes, sir.

Mr. Park: That is all.

Mr. Stone: Coming to that 25 cents differential, is it not a fact that the firemen have had a differential in their switching service since 1901?

Mr. Skog: It has been quite awhile, but I don't remember the date.

Mr. Stone: It was long years before the engineers had it?

Mr. Skog: Oh, yes, a long time before that; but I don't remember the year.

Mr. Stone: Suppose you had this kind of foggy, murky weather in Minneapolis like you have seen here in the last few days, and this, by the way, is typical Chicago weather, in the winter time—suppose you had this kind of weather, don't you think perhaps it would increase the difficulties or, at least, make it harder to work in the yard under these conditions, if you had it as a regular diet?

Mr. Skog: We have it sometimes there.

Mr. Stone: You have some very heavy snow storms and blizzards; but do you have as much of this fog in Minneapolis as we have here?

Mr. Skog: I don't know that we do, but I can tell you of

one of our engineers who was killed on New Year's morning on account of it being a foggy morning.

Mr. Stone: Coming back to that question of investigations, suppose you cornered some cars on the lead last night and you were told to come down to the trainmaster's office or the superintendent's office for an investigation this morning, would you be paid for your time at that investigation?

Mr. Skog: No, sir.

Mr. Stone: You would not be able to work that night, after being up all day attending the investigation?

Mr. Skog: No, sir, not very well: You can not stand it very well. You would not be able to do your duty right the next night if you were up all day.

Mr. Stone: Speaking of this man who has this extremely hazardous work walking around in the yard at night, the switchman: isn't it a fact that the man who runs a locomotive has had years of experience while, perhaps, the man who is directing the movements of the switchman has had perhaps only days of experience?

Mr. Skog: Yes, sir, that is true.

Mr. Stone: It is very common to hire a green man and put him right in the yard, is it not?

Mr. Skog: Yes.

Mr. Stone: And he at once takes the higher rate for the night work?

Mr. Skog: Yes, sir; he does.

Mr. Stone: That is all.

RE-CROSS EXAMINATION.

Mr. Sheean: On this question of discipline, Mr. Skog, this Rule 65 covers the whole subject on the Great Northern, doesn't it? (Handing book to witness.)

Mr. Skog: (After examining.) That is all right, yes.

Mr. Sheean: I would like, in order to get into the record as to what the discipline rule is, he having identified this Rule 65 on the Great Northern, to read it into the record.

The Chairman: You may do so.

Mr. Sheean: (Reading):

"Rule 65. Engineers charged with offenses involving sus-

pension or discharge will be advised the nature of such offense, and no engineer will be discharged, suspended or given record suspension without full investigation within five days by Superintendent, or other designated officer, at which investigation all parties interested will be notified to be present and at which any engineer under investigation may be represented by the Local or General Chairman of the Brotherhood of Locomotive Engineers and both may be present and hear all evidence submitted at the investigation if he so desires. If engineer is not satisfied with decision, he will have the right to appeal to the next higher officer, continuing such appeal, if desired, until it reaches the General Manager, whose decision shall be final.

“Engineers’ Committee will be allowed to see all papers pertaining to the case.

“In no case, except for insubordination or other extreme cases, will an engineer be taken out of service, without being notified of the reasons in writing by Master Mechanic.

“If engineer is found blameless, he shall be immediately reinstated and paid for time lost at his regular rates for each calendar day.”

Mr. Stone: In view of the fact that he has seen fit to read the rule into the record, I would like also to have him read their interpretation into the record.

Mr. Sheean: Is that in this schedule here?

Mr. Stone: No, it is in somebody’s head, if we can get it out.

Mr. Sheean: I haven’t any objection to reading in any interpretation that has been given to the rule, Mr. Stone. If you have an interpretation and can give me any reference to it—

Mr. Stone: Unfortunately, we haven’t the application of it, and, if we could ever get a standard application as to how these rules would be applied, at least half of the work of our committees would be abolished at once.

Mr. Burgess: Mr. Skog, do you work at day or night?

Mr. Skog: I work days.

Mr. Burgess: Are you frequently required to work in excess of ten hours?

Mr. Skog: Well, the run that I have got I work about an average of eleven hours a day, counting out the noon hour—it is not continuous time, that would be twelve hours.

Mr. Burgess: When you work eleven hours you receive ten hours' pay, is that it?

Mr. Skog: If you count out the noon hour, do you mean?

Mr. Burgess: I understood you to say you did count out the noon hour.

Mr. Skog: No, counting in the noon hour, I work twelve hours.

Mr. Burgess: Counting in the noon hour, you work twelve hours?

Mr. Skog: Yes.

Mr. Burgess: And you receive—

Mr. Skog: Eleven hours' pay.

Mr. Burgess: Now, Mr. Skog, how many men constitute a crew, with a switch engine?

Mr. Skog: Well, there is a difference. Ordinarily, they have a crew foreman and two helpers; but there are quite a number of runs that have three helpers, and some of the runs, like working on the "hump," they have all the way from ten up to fifteen or eighteen helpers.

Mr. Burgess: Now, do all these men receive a higher rate for night work than they do for day work, except the engineer and fireman?

Mr. Skog: Yes, sir; they do.

Mr. Burgess: All the yard men?

Mr. Skog: All the yard men.

Mr. Burgess: The engineers and firemen are the only excepted ones, in that respect, in the yards?

Mr. Skog: They are the ones.

Mr. Burgess: Now, Mr. Skog, if you were at work in a yard on the Great Northern and you had one car ahead of your engine and were proceeding forward, and a car was not in the clear and you struck that car—there are no lights on the dwarf switches, you understand—

Mr. Skog: No.

Mr. Burgess: (Continuing)—this car, being placed ahead of your engine, would obscure the light being effective from the headlight; under those circumstances would you be disciplined or not, according to the ordinary practice that is now in vogue on the Great Northern Railroad?

Mr. Skog: I would be disciplined for moving back there without having a man on top of that car.

Mr. Burgess: Then, you are held responsible for the proper location of the men on the crew, to the extent of refusing to move?

Mr. Skog: Yes, sir.

Mr. Burgess: Now, we understood you to say that some officers stated to the crews, or at least to the engineers and firemen, that they should proceed at a rate of speed so that they could stop within one-half the distance of their range of vision, is that correct?

Mr. Skog: That is correct.

Mr. Burgess: Well, on a foggy night, with no lights on the switches, or during a snow storm, what would the distance be of your range of vision?

Mr. Skog: Well, sometimes it would not be a car length—two car lengths, probably.

Mr. Burgess: Then, to comply with the rule, you would have to proceed at a speed wherein you could stop in about twenty feet?

Mr. Skog: Yes, sir, lots of times—half a car length, yes, that would be about right.

Mr. Burgess: Failing to do so, and you did strike some car, you would be subject to discipline in accordance with the practice on that railroad at the present time?

Mr. Skog: Yes, sir.

Mr. Burgess: That is all.

Mr. Park: Would it not be a pretty serious storm that would confine your vision to twenty feet?

Mr. Skog: No. Well, yes, but we have them quite often where it gets so foggy you cannot see a car length away.

Mr. Park: Don't you think it is a proper rule to move with greater caution under those conditions than when the atmosphere is absolutely clear?

Mr. Skog: Oh, yes.

Mr. Park: A wise precaution?

Mr. Skog: Oh, yes, sir, and we do, too.

Mr. Park: Under this rule, to be able to stop within the distance or half the distance which the track would seem to be clear—isn't that flexible, so at times you can see for a mile,

and under those conditions you can move ten or fifteen miles an hour?

Mr. Skog: Yes, sir.

Mr. Park: And at other times you could only see for half a mile, and then you would move at a slower rate of speed?

Mr. Skog: Yes, sir.

Mr. Park: It is simply a rule—and the best rule I know of, and I think you too—of taking the proper precautions to protect your life and the lives of other employes and the property of the company, under those conditions?

Mr. Skog: Yes, sir. I think it is all right, too; but taking it at night, especially, if you should move so slow, you would never get any work done. You would probably have to violate those rules to some extent. They do, anyway, at some times.

Mr. Park: Mr. Sheean read into the record the method of discipline, and I understood from that you do have a discipline record on the Great Northern?

Mr. Skog: Yes, sir.

Mr. Park: I asked you in my former interrogations if it had a discipline record or actual suspension—do you have both?

Mr. Skog: No, it is actual suspension.

Mr. Park: Mr. Sheean read into the record discipline by record. Is that in vogue on the Great Northern?

Mr. Skog: No, sir, it is by actual suspension.

Mr. Park: You don't know whether they have the so-called Brown system?

Mr. Skog: They have not, no.

Mr. Park: So you are not demerited if you are found at fault; you are actually suspended?

Mr. Skog: Yes, sir.

Mr. Stone: Mr. Skog, I would like to ask you one more question: Is it not a fact that you are expected to get the work done and to go on and do the work, and then, if anything happens, they have the rule there for discipline?

Mr. Skog: That is it exactly. We have got to get the work done, and, the way it is, you have got to take some chances in order to get the work done.

The Chairman: What is the result in the event you fail to get done the work that is assigned to you?

Mr. Skog: Well, they will say you are no good—turn you in.

The Chairman: You would lose your job?

Mr. Skog: Yes. Well, practically that way, because if you cannot get the work done, you delay these fast freights and if you do that too often they will say "Put that fellow away somewhere, pack him back somewhere, where he will be out of the way, and get somebody else."

The Chairman: In that investigation, would it be a valid excuse to say that there was a storm or fog?

Mr. Skog: Then they would say that the rules say that you must go slower.

The Chairman: What I meant to say was, if you said the reason you went slow was due to a heavy fog or a snowstorm—

Mr. Skog: It might be for once. I think if you kept that up they would soon get you off the job.

Mr. Stone: Does the fog get as thick in the official's office as it does down in the yard?

Mr. Skog: I don't hardly think so.

Mr. Stone: And, then, when he comes around in the morning and finds that the trains aren't made up and the yard isn't cleared up, he wants to know why?

Mr. Skog: Yes.

Mr. Stone: One other question: Do you have a dinner hour in your switching service there?

Mr. Skog: Yes, sir.

Mr. Stone: You are not paid for that hour?

Mr. Skog: No, sir. If we are paid, we have to be, according to the schedule, ready to go to dinner not later than 12:15 at noon or night; otherwise you don't get it. Then, we get thirty minutes for dinner and then go to work at the expiration of those thirty minutes.

Mr. Stone: During that dinner hour do you turn your engines into the roundhouse or does a hostler take charge and you go and get a warm meal, or are you released wherever you happen to be?

Mr. Skog: Relieved where we are when 12 o'clock comes, without going to dinner.

Mr. Stone: Are you released from responsibility for the engine?

Mr. Skog: There was an order issued at one time, that the company would release us from all responsibility, still we cannot go anywhere because we have got to be right on that engine anyhow. We all carry lunches because we do not know where we are going to get our dinner.

Mr. Stone: You are just as liable to be caught at one point of the yard today and, tomorrow, somewhere else?

Mr. Skog: Yes.

Mr. Stone: Suppose it was a split run, one of these split tricks when you are called for 10 or 11 o'clock in the day and you quit at that time at night, what would they do then, pay continuous time?

Mr. Skog: Yes, sir. The sixth hour would be the meal hour and they would get thirty minutes to eat lunch and be paid continuous time.

Mr. Stone: Paid continuous time on the split tricks?

Mr. Skog: Yes, sir.

Mr. Stone: You understand, of course, that we are asking, under this arbitration, for continuous time; no time to be deducted?

Mr. Skog: Yes, sir.

Mr. Stone: In your judgment, do you think men should be paid continuous time?

Mr. Skog: I most certainly think they should, and we had it on the Great Northern for eight years after the change from the twelve hour to the ten hour system, without one word being said against it.

Mr. Stone: You were paid continuous time?

Mr. Skog: Yes, sir, we were, for eight years, and in that noon hour we had our lunch and oiled the engine and did certain odd jobs that might be required, and were ready to go to work promptly at one o'clock with the switching, so there was no delay on the switching at that time.

Mr. Nagel: As a matter of practice, which rule do you obey, the rule to observe caution in a dense fog, or the demand to get your work done in spite of the dense fog?

Mr. Skog: Well, myself, I am pretty cautious; but you see they are after the men so strong about getting this work done that the men will take chances, in spite of the rule, in order to get the work done.

Mr. Nagel: Isn't that the condition which obtains in almost all services of that kind—for instance, at sea, the captain determines whether he will try to keep the record of his company or make sure that his passengers do not suffer?

Mr. Skog: Well, I suppose it is.

Mr. Nagel: It is a matter of judgment and discretion?

Mr. Skog: Yes, sir.

Mr. Nagel: And perhaps recklessness, but isn't it true that you have to protect yourself chiefly against the impression that you suffer more from fog than somebody else does?

Mr. Skog: I don't know.

Mr. Nagel: Isn't there something in that?

Mr. Skog: I don't know.

Mr. Nagel: If you have only the reasonable amount of fog in your service, do you think there is any danger of an unjust record against you?

Mr. Skog: Well, yes— Well, now, I don't quite understand what you mean?

Mr. Nagel: I put the question and I will repeat it again: if you have only a reasonable amount of foggy days—

Mr. Skog: Yes.

Mr. Nagel: Do you think that you are in any danger of having an unjust record made against you?

Mr. Skog: No, I don't think so. No, I don't believe that I would be.

Mr. Nagel: In other words, you are treated just about as other men would be treated under like conditions, and you have always the possibility of an unfair chief, that of course enters into all service?

Mr. Skog: Yes.

Mr. Nagel: And that is all there is to it?

Mr. Skog: Yes, I guess so. But you take one man that tries to live up exactly to the rule as it is laid down and working on one of our fast jobs, that is making up these fast freight trains, if he don't take some chances at times there, why they are going to get him off of the job there, that is sure.

Mr. Nagel: Well, another question: you work during the day?

Mr. Skog: Yes, sir, I do.

Mr. Nagel: Day work and night work have the same compensation?

Mr. Skog: They do now, yes.

Mr. Nagel: For engineers and firemen?

Mr. Skog: Yes.

Mr. Nagel: Day work is easier and less hazardous?

Mr. Skog: Yes, sir.

Mr. Nagel: You prefer it?

Mr. Skog: I prefer it, yes, sir.

Mr. Nagel: Are you entitled to it by reason of seniority?

Mr. Skog: Yes, sir.

Mr. Nagel: You are the more experienced man under that rule?

Mr. Skog: Well, yes.

Mr. Nagel: So the more experienced man gets the lighter job?

Mr. Skog: Well, that is the way it is.

Mr. Nagel: And the more difficult and dangerous job is entrusted to a less experienced man; that is the rule, isn't it?

Mr. Skog: Well, yes, but they all of them have got quite a bit of experience before they get to running one of these engines.

Mr. Nagel: Still, it might furnish a reason for different compensation for the more difficult job?

Mr. Skog: Yes.

Mr. Nagel: You work eleven hours?

Mr. Skog: That is about what my time will average, about eleven hours, counting out the noon hour. If I count the noon hour it is twelve hours.

Mr. Nagel: Would it be possible to automatically release you at the expiration of the ten hours?

Mr. Skog: It certainly could be done very easily.

Mr. Nagel: It could be?

Mr. Skog: Yes, sir, in my position.

Mr. Nagel: Do you think there are many instances in which it would not be easy to divide up the time?

Mr. Skog: No, sir, not in yard work. I think it could be done all right.

Mr. Nagel: I understood the last witness to say that he did not think it could be very well done.

Mr. Skog: Well, their conditions may be different than ours.

Mr. Nagel: That is true, isn't it, that the last witness did so state?

Mr. Stone: Yes, sir, but I think there is this difference, if I may explain it: probably at the expiration of his ten hours he is over in some foreign yard.

Mr. Nagel: I understand that, but I am directing the question—

Mr. Stone: This is switching, and he was in transfer service.

Mr. Nagel: Now, where the division can not be conveniently made, he is able, of course, to earn his ten hours a day for an entire month, in a smaller number of days?

Mr. Skog: Yes, sir.

Mr. Nagel: The last witness said he worked twenty-one days.

Mr. Skog: Yes.

Mr. Nagel: At fourteen hours and a half a day, that amounts to something in the neighborhood of twenty-eight days?

Mr. Skog: Yes.

Mr. Nagel: About that?

Mr. Skog: Yes, sir; about that.

Mr. Nagel: In other words, undergoing the hardship of a consecutive fourteen and a half hours a day, he has the corresponding compensation of eight or nine days off absolutely?

Mr. Skog: Yes, sir; that is true.

Mr. Nagel: Are there any other compensations in your employment, assuming the risk and the hardship of it now, do you regard it as of advantage to have outdoor work?

Mr. Skog: Being outside, do you mean?

Mr. Nagel: Yes.

Mr. Skog: Having the fresh air?

Mr. Nagel: Yes.

Mr. Skog: Well, I don't know; I always did like to be outdoors.

Mr. Nagel: I wondered how this atmosphere in here, with the windows hermetically sealed, pleased you?

Mr. Skog: Oh, I could be in the house, too, but I do prefer to be outdoors most of the time.

Mr. Nagel: Understand, I am not undertaking in any way to depreciate the hardships, and the risk, and the hazard of your employment. I think I get an impression of that, but I want to get your answer, whether there is anything to compensate in any sense, in the employment itself.

Mr. Skog: No; I think if I could do indoor work I might be satisfied with that, but I don't know. I have been in the outdoor service all my life.

Mr. Nagel: Has the risk itself any charms for you?

Mr. Skog: Well, no; if I could get that amount of money without any risk, I certainly would take it.

Mr. Nagel: You would prefer it?

Mr. Skog: Yes.

Mr. Nagel: That is all.

Mr. Shea: Mr. Skog, what does your engine pay you now for ten hours?

Mr. Skog: \$4.50 for ten hours.

Mr. Shea: Supposing this Board awarded a differential in the rates of pay for engineers between night and day work, would you, with this differential, apply for a night job?

Mr. Skog: It would have to be an awful big differential before I would.

Mr. Shea: Do you think 2 cents an hour would be an inducement?

Mr. Skog: No, sir; because I have given up a run that would pay me a great deal more than that.

Mr. Shea: Well, assuming that the night run would pay you 2 cents an hour in excess of the day run, would it be an inducement to you?

Mr. Skog: No, sir.

Mr. Shea: That is all.

Mr. Park: Mr. Skog, do you have any accidents in the yard?

Mr. Skog: Myself, personally?

Mr. Park: No, I mean generally.

Mr. Skog: Well, there are quite a few. We have had two men killed outright up there, and quite a number of them have been hurt.

Mr. Park: Do you work on heavy grades in any part of the yard?

Mr. Skog: Part of the yard is quite heavy, yes.

Mr. Park: Do you think, in railroading, that more damage is done to cars in the yards or on the road?

Mr. Skog: Well, I think they will probably average up the same. I don't think there is much difference.

Mr. Park: Do you think that the risk is any greater on the Great Northern than on other roads?

Mr. Skog: No, I don't think it is.

Mr. Park: Do you think that the cost to the railroad for repairs on cars on the Great Northern is lower than on any other railroad in the United States, with perhaps one or two exceptions?

Mr. Skog: No, I don't know that.

Mr. Park: Indicating that it is well managed and few accidents causing damages to cars, if that was true?

Mr. Skog: Well, I am not in a position to know that.

Mr. Park: That is all.

Mr. Burgess: Mr. Skog, in your direct testimony, referring to the difficulty of operating a locomotive at night, what was in your mind was to show a reason as to why you thought the service should receive greater compensation, rather than to make any complaint in regard to the discipline? Am I right in that?

Mr. Skog: Yes, sir.

Mr. Burgess: That is all.

Mr. Stone: That is all.

Mr. Sheean: I would just like to ask Mr. Skog as to the two men that you say were killed in the yard service there, whether either of them was an engineer or firemen?

Mr. Skog: Both engineers.

Mr. Sheean: Both engineers?

Mr. Skog: Yes, sir, and the one that was hurt, it was just a short time ago, just before I left; well, about a month before I left, the cars cornered him, cornered his engine. It was on the fireman's side, and the fireman just had time to holler for him to jump that "they are cornering us," and he had just got out on the window sill with his feet, and before he had a chance to take action himself, why the cars struck him and he went out there and broke a bone in his ankle.

Mr. Sheean: Were those all at night?

Mr. Skog: No, that one was in the daytime.

Mr. Sheean: What were the other two; were they in the day or night?

Mr. Skog: One of them was on a foggy New Year's morning.

Mr. Sheean: What was the third one, night or day?

Mr. Skog: Now, I think that was—well, I am not sure, but I think it was early in the morning. I don't think it was hardly daylight, but I couldn't swear to that, certainly.

Mr. Sheean: You do know that two out of the three of which you have knowledge were in the daytime?

Mr. Skog: Yes; one of them was on a foggy morning.

Mr. Sheean: A foggy morning?

Mr. Skog: Yes.

Mr. Sheean: And you have no knowledge of any injuries to engineers or firemen at night in these yards?

Mr. Skog: No, I haven't right now. In fact, I didn't figure that anything of that kind was going to come up, or would be asked me, or I would have taken more pains to find out.

Mr. Sheean: I did want to ask you, Mr. Skog, whether this larger engine taking the \$4.50 rate,—whether you took that larger engine under your seniority rights?

Mr. Skog: Yes, sir, I did. I took her on account of the amount of money that was paid. First, there wasn't any differential, you know, but when the differential came in, why I took the larger engine on account of the more pay.

Mr. Sheean: What is the weight on drivers of this engine?

Mr. Skog: Why, it is stencilled on the side of the cab, 180,000, but that is all I know about it.

Mr. Sheean: 180,000?

Mr. Skog: Yes, sir.

Mr. Sheean: So that with your experience as an engineer, would you rather run an engine weighing 180,000 pounds on drivers for \$4.50 than you would to run a small, light engine at \$4.25?

Mr. Skog: On account of the money, yes.

Mr. Sheean: Well, that is the twenty-five cents difference there?

Mr. Skog: Yes.

Mr. Sheean: In your judgment that more than covers the difference in the work?

Mr. Skog: Well, it covers it all right. I would rather have the money; that is what I have been looking for all the time.

Mr. Sheean: Mr. Skog, how far a man can see in the yards up there, what the conditions as to fog are, what your conditions as to operations are, the matter of discipline and investigation, and everything else, it is the same up there now as it was in 1910, isn't it?

Mr. Skog: Practically so, yes.

Mr. Sheean: The same management and same yards?

Mr. Skog: Yes.

Mr. Sheean: The same situation generally?

Mr. Skog: Yes.

Mr. Sheean: That is all.

Mr. Stone: Mr. Skog, just one more question: Do you know what the weight on drivers is of that lighter switch engine?

Mr. Skog: Yes, sir, 135,000 pounds.

Mr. Stone: 135,000 pounds?

Mr. Skog: Yes.

Mr. Stone: And the weight of the engine you run is what?

Mr. Skog: 180,000.

Mr. Stone: 180,000?

Mr. Skog: Yes.

Mr. Stone: If the weight on both engines was the same, which engine would you prefer?

Mr. Skog: I would take the small one.

Mr. Stone: That is all.

(Witness excused.)

The Chairman: Call your next witness.

Mr. Stone: This is Mr. J. J. Burns, of the Kansas City Southern Railway, Kansas City, Missouri.

J. J. BURNS was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stone: You are at the present time in the employ of the Kansas City Southern Railway, Mr. Burns?

Mr. Burns: Yes, sir.

Mr. Stone: How long have you been in that service?

Mr. Burns: As an engineer, I have been in that service sixteen years, switch engineer and transfer engineer.

Mr. Stone: Sixteen years.

Mr. Burns: Yes, sir.

Mr. Stone: Talk a little louder and talk plainly so they can get it. What class of service are you in at the present time?

Mr. Burns: Transfer service.

Mr. Stone: What is the weight of the engine you are running?

Mr. Burns: 128,800 pounds on drivers.

Mr. Stone: What rate of pay do you receive in transfer service?

Mr. Burns: \$4.50 a day, ten hours or less.

Mr. Stone: What is the rate of pay for switch engineers in that yard?

Mr. Burns: \$4.25 a day, ten hours or less.

Mr. Stone: Regardless of class of engine?

Mr. Burns: Regardless of class of engine.

Mr. Stone: Then your company pays a higher rate for transfer than they do for switching?

Mr. Burns: Yes, sir.

Mr. Stone: What time are you required to report for duty?

Mr. Burns: Thirty minutes before the leaving time or the starting time of our engine.

Mr. Stone: Do you perform any service during these thirty minutes?

Mr. Burns: Yes, sir.

Mr. Stone: State to the Board what you do.

Mr. Burns: Well, my duty is to inspect the engine, fill the lubricators, oil the engine around, and any other necessary work that should be done before the engine enters the service.

Mr. Stone: By the rules of the company you are required to report thirty minutes before leaving time?

Mr. Burns: By virtue of our schedule we should be on our engines at least thirty minutes before the leaving time of the engine.

Mr. Stone: For these thirty minutes, do you receive any pay?

Mr. Burns: No, sir.

Mr. Stone: You do not?

Mr. Burns: No, sir.

Mr. Stone: When does your compensation begin?

Mr. Burns: It begins at the time the engine is set to go to work.

Mr. Stone: For example, if you were expected to go to work at seven o'clock, you would be required by your schedule to be on duty at 6:30, and your pay would begin from seven o'clock?

Mr. Burns: Yes, sir.

Mr. Stone: In other words, you throw in thirty minutes for good measure every day?

Mr. Burns: Volunteer service, yes, sir.

Mr. Stone: On your run, at what time do you start to work?

Mr. Burns: 10:30 A. M.

Mr. Stone: You are on what is known, in railroad parlance, as a split trick transfer run?

Mr. Burns: It is designated on our rostrum where we mark the duty, as a "half and half."

Mr. Stone: A half and half?

Mr. Burns: Yes, sir.

Mr. Stone: When you say "half and half," you don't mean half work and half rest, do you?

Mr. Burns: No, we mean half day and half night; and sometimes it is a little better than half night.

Mr. Stone: At what time do you usually finish your day's work?

Mr. Burns: Well, we usually finish from 9:30 to 12:30.

Mr. Stone: At night?

Mr. Burns: At night.

Mr. Stone: Do you finish, or, are you relieved by the yard master?

Mr. Burns: We are relieved by the yard master, or by the fact that we have an article in the schedule or contract between the Kansas City Southern and the Locomotive Engineers, that engineers will not be required to work longer than thirteen hours, only in cases of emergency, or live stock, or perishable freight.

Mr. Stone: So that thirteen hours is the longest that you

can keep a man on in either the yard or transfer service, except in cases of emergency?

Mr. Burns: Yes, sir.

Mr. Stone: That rule is lived up to by the company?

Mr. Burns: Well, not adhered to strictly. Since the schedule went into effect we have had a good deal of trouble to get them to live up to the rule.

Mr. Stone: They want to work you longer?

Mr. Burns: They want to work us longer and they do work us longer. We have worked fourteen hours in handling dead freight and in violation of the schedule. We have had a good deal of trouble, trying to get in on the expiration of thirteen hours, since that went into effect.

Mr. Stone: Are you ever relieved in less than ten hours?

Mr. Burns: Possibly, in the last four years, there might be some few instances where we got in in less than ten hours.

Mr. Stone: But they are very rare?

Mr. Burns: We very seldom get in less than ten hours' service.

Mr. Stone: Are you called to go to work, or do you report?

Mr. Burns: I report.

Mr. Stone: What time do you leave your home?

Mr. Burns: On the position I am in, I leave home about 9 o'clock in the morning.

Mr. Stone: And you usually get home at what time the next morning?

Mr. Burns: About 12:30, about that time.

Mr. Stone: So, all you see of your family, and all the social life you have, is between 12:30 A. M. and 9 o'clock A. M., when you again report on duty, or start to report on duty?

Mr. Burns: About all the time I see my family is between 8 o'clock in the morning and 9. As a rule, they are always asleep when I get home, and I never see them; and sometimes there is a week at a time that I won't see my children at all, on account of the fact that, in school days, my oldest girl will have gone to school before I get up, and my youngest girl, I will possibly see her thirty minutes before starting to school.

Then, at night, when I get home, why they are all asleep, and I don't see them for a week at a time, only just an hour or thirty minutes, as the case may be.

Mr. Stone: Is there any part of your run that is made under train orders?

Mr. Burns: Yes, sir.

Mr. Stone: Then your responsibility is just as great as that of any other freight train, passing over the same track?

Mr. Burns: Yes, sir.

Mr. Stone: Then, engineers in transfer service are required to pass the same examination as engineers in freight service on your road?

Mr. Burns: Yes, sir.

Mr. Stone: Your company employs a number of switch engineers, do they not?

Mr. Burns: Yes, sir.

Mr. Stone: Can you give to the Board any information as to the number of hours they are required to work?

Mr. Burns: Well, for instance, we will say that an engineer goes to work at 7 A. M., and is required to work the limit of hours provided by the contract; he would tie up at 8 P. M.

Now, in order to give that day's service, it will be necessary for him to get up about 4:30 or 5 o'clock in the morning, to get down to his engine and be there not later than 6:30, and working then from 6:30 until possibly 8:15 before he would be finally relieved, under the tying up of his engine. That would be the number of hours that man would be on duty, and, as a rule, a good many of them work that number of hours.

Mr. Stone: What time would he probably get home at night, then, under those conditions?

Mr. Burns: It would be 9:30, that would be the best he could do before he could get home to his family.

Mr. Stone: Under those conditions, that man would not be able to take his family and go out to any social entertainment of any kind, would he?

Mr. Burns: No, sir.

Mr. Stone: He would have to go to bed to get a little rest, in order to get up at 4:30 the next morning to get back at his hard work?

Mr. Burns: Yes, sir.

Mr. Stone: Is it, you say, common for the engineers in the Kansas City Terminal to work that number of hours?

Mr. Burns: It is a usual thing, a very common occurrence,

for the engineers to work thirteen hours a day and over thirteen hours a day, where they are handling perishable freight, or stock, or in cases of accidents or wash-outs, things of that nature.

Mr. Stone: In your opinion, has the responsibility of the switch engineer increased since 1910?

Mr. Burns: Yes, sir, I believe it has.

Mr. Stone: Explain to the Board in your own way, why you think it has increased.

Mr. Burns: Well, I think the responsibility of the switch engineer has increased, due to the fact that they have installed larger engines; in handling a larger engine you are handling a larger cut of cars.

Mr. Stone: When you say a "cut" of cars, you mean a train of cars?

Mr. Burns: Well, in yard service we term them as a cut of cars, a train of cars, a string of cars, or a drag of cars; they have different terms for a train of cars.

Mr. Stone: Talk a little louder, and a little slower, please. Has anything else occurred—

Mr. Burns: I had not finished that.

Mr. Stone: Pardon me. Go ahead.

Mr. Burns: In handling a longer train of cars, more skill has got to be used in switching, in order to avoid damage to equipment, by pulling out draw bars, or damage to draft gear, in any way; and your signals in many instances are further away from you. You are looking through possibly a cloud of smoke blown across the train from another engine, and you are straining your eyes, trying to find out whether a signal is for you or for someone else, at the end of that string of cars, in many cases. To my mind that has rather increased the responsibility of an engineer in the switching service.

Now, the weight of the engine on the drivers has increased, which naturally has increased the braking power of the engine, and, in switching a cut of cars, you use nothing but the engine brake. You have got to be very careful in setting the engine brake, that you do not set it too quick, giving the engine the full braking power at one time, and jerking the slack out of this long string of cars, and causing a good deal of damage to cars and equipment.

Mr. Stone: What is the type of engine that they use in switching service that weighs 150 tons?

Mr. Burns: The type of engine used in switching service in our yard is known as the Shay type.

Mr. Stone: You have two of those engines?

Mr. Burns: Yes, sir; we have one weighing 150 tons, and one weighing 125 tons.

Mr. Stone: Do you know of any Shay engines being in use in any other yards in your territory?

Mr. Burns: No, sir, I do not.

Mr. Stone: What rate of pay do engineers get for running this Shay engine?

Mr. Burns: They get \$4.25 a day, regular switch engine rates.

Mr. Stone: I might add, for the information of the members of the Board, that in our exhibit of the different types of locomotives, we did not put in any photograph of the Shay type of locomotive, because, I must confess, I overlooked the fact that there were any of them in the western service. They are a geared locomotive, and every wheel is driven with a gear and wheel; they are all drivers, tank and all.

Mr. Park: They are hoisting engines, are they not?

Mr. Stone: No, sir, they are not hoisting engines, but they will hoist a string of cars up a 7 per cent grade, if that is what you mean?

Mr. Park: That is what I meant.

Mr. Stone: And they have been known to climb a telegraph pole backing up.

Mr. Burns, according to your evidence, or according to your statements, the engineers are required to work very long hours. Is it necessary for them to lay off in order to get the necessary rest?

Mr. Burns: Well, it has been necessary for me to lay off in order to take a rest, and I have known of instances where others have done the same thing.

Mr. Stone: The fact remains that, with your long hours on duty, and the short time off duty, it does not give you the necessary rest to keep going week in and week out?

Mr. Burns: No, sir; even in view of the fact that in the last five years, or about that time, I have worked very few Sun-

days. The run, or position I am holding, does not work every Sunday, and I have found it necessary to lay off Saturday and Sunday, in order to be able to—and in fact I did not feel I could work any longer without any rest.

Mr. Stone: You had reached the limit of your endurance?

Mr. Burns: Yes, sir.

Mr. Stone: How long have these two Shay locomotives been in service on your road?

Mr. Burns: I can not give you the exact time; they entered the service there about two years ago, I think, possibly not that long.

Mr. Stone: What about your meal hour on that transfer run, do you have a meal hour?

Mr. Burns: Well, we have a meal hour, yes, sir.

Mr. Stone: Is the time paid continuous?

Mr. Burns: No, sir.

Mr. Stone: The hour is deducted?

Mr. Burns: The hour is deducted; where you don't work the meal hour, or the hour that is designated for the meal hour.

Mr. Stone: During that meal hour do you tie up just wherever it happens to be?

Mr. Burns: Yes, wherever they would ask me to tie up for dinner, we tie up.

Mr. Stone: No fixed point?

Mr. Burns: No fixed point. We may have a point fixed by our actual work, yet that point can be changed at any time. The yardmaster can say, get dinner here, there, or any place he desires me to get dinner.

Mr. Stone: Just as the work permits?

Mr. Burns: Just as the work permits.

Mr. Stone: During that meal hour are you relieved from the care and responsibility of the engine?

Mr. Burns: No, sir.

Mr. Stone: You are not?

Mr. Burns: No, sir.

Mr. Stone: You cannot turn your engine in somewhere to a hostler or to a roundhouse and go and get a warm meal?

Mr. Burns: No, sir.

Mr. Stone: You have to eat a cold lunch?

Mr. Burns: Have to eat a cold lunch, yes, sir.

Mr. Stone: Carry a lunch with you all the time?

Mr. Burns: Yes, I have carried a cold lunch for the last twenty-one years, and I kind of changed my system in order to see if I could not relish the lunch a little more. I used to carry a dinner bucket for a long time, and it got so monotonous—

Mr. Stone: You got so you hated the sight of it?

Mr. Burns: Yes, I hated the sight of it, and one time I was carrying this dinner bucket home at night, empty—we go home empty—and I set it down in the aisle of the street car, and some fellow came along and kicked it the length of the car, and it was embarrassing for me to go and pick it up. After that time I began to carry it in a paper. A paper has got its advantages and disadvantages. When I look up in the box where this paper lunch is, it is dried up, it is pretty tough, but I have to eat it, there is no other way for me to do, so I manage to get along until I get home, or get in at night.

Mr. Stone: Honestly, between ourselves, you don't call that living, do you?

Mr. Burns: It is existing.

Mr. Stone: I think that is all.

CROSS-EXAMINATION.

Mr. Sheean: Mr. Burns, on the days where you work five days a week and lay off Saturday and Sunday, in order to get necessary rest, how much are you ordinarily paid?

Mr. Burns: Ordinarily, where I would do that, I would be working the limit every day, thirteen hours.

Mr. Sheean: How long, thirteen hours?

Mr. Burns: The limit is thirteen hours, yes.

Mr. Sheean: Seventy-five hours at forty-five cents an hour, is it?

Mr. Burns: Yes.

Mr. Sheean: All of this service that you render there in the transfer service is on a uniform basis of 45 cents an hour. Does it happen that sometimes you go in in less than ten hours?

Mr. Burns: Sometimes.

Mr. Sheean: You have not described just what this run was that you start out on at 10:30 in the morning and complete during the day. Just where do you go, and what do you do?

Mr. Burns: We have a run known as the Sugar Creek,

transfer. This Sugar Creek transfer run is out to the Standard Oil Refinery at Sugar Creek, a distance of about ten miles from the starting point of the engine in the morning. We start at 10:30 A. M. and switch together a train of fifty empty oil tanks. We switch them on account of classifying them in order, in accordance with the directions of the Standard Oil orders on that day. When we get fifty oil tanks together, we proceed to Sugar Creek; that is a distance of about seven miles from where we make up the train. Fifty cars is what we call doubling the train up the grade that we go into Sugar Creek. We will have to double the hill with fifty empty tanks, and after we get out there we will possibly have fifty loads to bring in. The same work applies at Sugar Creek getting those loads together that would in getting the empties together to start out with.

Mr. Stone: May I interrupt? Mr. Sheean, did I understand you, that a man working five days of thirteen hours would work seventy-five hours?

Mr. Sheean: If I did, I was wrong. I meant sixty-five hours. I am not responsible for what I say, talking hurriedly.

Mr. Stone: I understood you to say seventy-five.

Mr. Burns: I don't think I made that remark about any number of hours.

Mr. Sheean: I did not do it intentionally.

Mr. Stone: I understand.

Mr. Sheean: Five times thirteen would be sixty-five, at forty-five cents an hour.

Mr. Stone: Divide sixty-five by eight hours, and he would have worked eight and one-eighth days.

Mr. Sheean: Going to work, that is, taking out your engine at 10:30 Monday morning, delivering that engine at 9:30 Friday night, and not again reporting for duty until the next Monday morning, that is, from 9:30 or 10:30, or whatever time it was on Friday night, that you completed the run, and not going to work again until Monday morning, where you lay off both Saturday and Sunday, that would produce to you ordinarily about \$29.25 a week?

Mr. Burns: I have not figured it up in that way at all.

Mr. Sheean: That is, where you laid off both Saturday and Sunday, those are ordinarily the days on which you lay off, during the preceding week you worked five thirteen hour days?

Mr. Burns: Possibly, all the time.

Mr. Sheean: All of those days for forty-five cents per hour?

Mr. Burns: Yes, sir.

Mr. Sheean: Whatever that would multiply would fairly represent your average earnings during the time, Mr. Burns?

Mr. Burns: Yes, sir.

Mr. Sheean: As I have followed you, there is only eighteen miles total distance from where you started in the morning—

Mr. Burns: No, I said ten miles from where I started in the morning until Sugar Creek.

Mr. Sheean: And then you said the next move was eight miles more?

Mr. Burns: No, I did not say that.

Mr. Sheean: Pardon me, I am not clear about that.

Mr. Burns: I did not mean to convey that at all. Where we made up our train was about eight miles from Sugar Creek, two miles from the starting point.

Mr. Sheean: Coming back over the same route from Sugar Creek towards Kansas City?

Mr. Burns: We come back over the same route as we go out, with fifty loads, about fifty, owing to the volume of business on that day. It runs thirty to fifty loads.

Mr. Sheean: Your total mileage then is about eighteen per day?

Mr. Burns: My total mileage would be about forty miles a day, because we make two round trips.

Mr. Sheean: You make two round trips a day?

Mr. Burns: Yes.

Mr. Sheean: I did not intend to interrupt you, Mr. Burns, in your description of the work that you did after leaving Sugar Creek, getting back this distance of eight miles. Then, you were in the middle of a description of that work that you did there at that time when the interruption came.

Mr. Burns: I don't remember whether I was in the middle, or completed.

Mr. Sheean: After the completion of that work there, about what hour does that ordinarily bring you to the next run?

Mr. Burns: Do you mean the first round trip?

Mr. Sheean: Yes, the first round trip.

Mr. Burns: The first round trip would get us into the terminal, into the yard at Kansas City, usually about 4 or 4:30, owing to the volume of business handled at that time. The less the number of cars the earlier we get in, and the greater the number of cars, the later we get in.

Mr. Sheean: In the usual operation of that particular run, do you take your lunch about the time of the completion of this first trip, before starting on the second round trip?

Mr. Burns: We eat lunch at the completion of the first round trip.

Mr. Sheean: Under your schedule, you are entitled to take one full hour for that lunch?

Mr. Burns: One full hour.

Mr. Sheean: Between what hours?

Mr. Burns: On that run, my dinner hour would commence at 3:30 and end at 4:30. If I worked thirty minutes of that hour, I would be paid the actual minutes. Should I work over thirty minutes, I would be paid for the full hour.

Mr. Sheean: That is, Mr. Burns, if between certain designated hours—that is, six hours from the time you started to work—they could not carry you more than six hours beyond the time you started to work without giving you one hour for the meal, could they?

Mr. Burns: May I recite to you the reason of our noon hour schedule?

Mr. Sheean: Yes, if you please.

Mr. Burns: The agreement between the engineers and the Kansas City Southern in regard to the meal hour is as follows—I quote the rule:

“The sixth hour will be known as the meal hour, and switch engineers shall be permitted to take this hour for meals, except in cases of casualty in the yard and the crew is engaged in clearing the same, or other emergencies, such as handling live stock and perishable freight. Should switch engineers be required to remain on duty for thirty minutes or less after the beginning of the sixth hour, they will be paid for the actual minutes worked, and if kept on duty over thirty minutes and less than one hour, they will be paid one hour.

“In no case shall switch engineers be compelled to work

longer than seven hours without being allowed one hour for meals."

Mr. Stone: Mr. Chairman, I want to ask the same thing I did when he read the other rules in. I should like to have an interpretation placed on that by the officials of the Kansas City Southern, in the record along with it.

Mr. Sheean: I will go right on with Mr. Burns as to how they operate under that rule.

Mr. Stone: No, it is not a question of operation. I want to get the actual interpretation of the rule by the man who says what it means.

Mr. Sheean: I supposed the best interpretation of a rule was the practice under it, and I am perfectly willing to take Mr. Burns' knowledge and statement of what is actually done contemporaneously, construing or interpreting that rule.

Mr. Stone: I could not agree to that at all, Mr. Sheean. I shall be compelled to protest, because I have known of lots of rules just as plain as plain could be, and yet, when it was called to the attention of the operating official he said: "You take it and go jump off the dock."

The Chairman: As bearing upon the proper interpretation of the rule, you, or course, will be at liberty to offer any testimony that you may have on that subject.

Mr. Stone: Might I ask, if it is the intention of the other side, as fast as we get these witnesses, to read in all the rules bearing on the case? If it is, I shall certainly wire Cleveland for my files and read in at least half a dozen different interpretations that have been made by the operating officials on the same road, at different times, on the same rule. It will take a box car to bring them here.

Mr. Sheean: As to my intentions, I can only say that I have no purpose in asking for any rule other than to be fair with the witness and make intelligible his testimony as to the practice thereunder. I do not exactly follow you, Mr. Stone. The witness attempted to narrate from memory a particular rule, and having the schedule in my hand, I asked him in case this was the proper rule to read the rule into the record, rather than to state merely from memory the exact wording of the rule. I wanted Mr. Burns, in order that the Board might understand

the operation which he has found, to state what was done in actual practice. I have no knowledge as to what is to be done, but I have confidence that Mr. Burns can state it accurately and clearly.

Mr. Stone: Mr. Chairman, pardon the interruption again, but there is no question as to what these rules are on these different roads. They have the rules, but the experience I have had in the past, and I have no doubt will have in the future, is to try to have the operating officials apply the rule. That is the work of myself and my six associates in the field, as well as the local committees on these different roads, and we have spent considerable time, and hundreds of thousands of dollars of expense is used up each year in trying to have them applied as they read.

Mr. Nagel: Mr. Stone, you ask us to consider a change of rules, don't you, in this very hearing?

Mr. Stone: Yes, sir.

Mr. Nagel: We are not asked to reform the character of the managers, are we?

Mr. Stone: No, I would not undertake to assign any such task to you.

Mr. Nagel: I just wanted to know.

The Chairman: You will be given full opportunity to explain as to the interpretation of any of these rules.

Mr. Stone: All right.

The Chairman: We will take a recess now until 2:30.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

J. J. BURNS was recalled, and having been previously sworn, testified as follows:

Mr. Sheean: As I remember it, Mr. Burns, we made our first round trip, and got back to where you usually took the cold lunch, on this transfer run of yours. Ordinarily, that round trip, the first round trip, was made about the lunch hour, in your operations, wasn't it?

Mr. Burns: I believe that was where we left off; however, I have it in mind that it was a noon hour question.

Mr. Sheean: Well, dependent upon the time that you get back to this starting point, you are paid or not paid for the lunch hour?

Mr. Burns: It is owing to the time we get back.

Mr. Sheean: Owing to the time you get back?

Mr. Burns: Yes, sir.

Mr. Sheean: And, if you get back beyond the time, six hours from the time you went to work, then you take half an hour for your lunch, and you are paid one full hour; that is, you are paid on continuous time, in case it laps over that specified time in the schedule?

Mr. Burns: If we work the full six hours then we are paid for the noon hour and allowed an hour.

Mr. Sheean: And allowed an hour?

Mr. Burns: Yes.

Mr. Sheean: And in case you are not released or in case you do not take the time for lunch until after the expiration of six and one-half hours, what is your pay?

Mr. Burns: It would not make any difference what time after the sixth hour that we took the noon hour, only, that the schedule states that we should not be held on duty longer than seven hours, without one hour for meals—it would not make any difference in the rate of pay.

Mr. Sheean: In case you ran over the time specified in the schedule, whatever that schedule is—I don't want to discuss that particular schedule, Mr. Burns—in case you ran beyond the time specified there you take half an hour for lunch and are paid continuous time?

Mr. Burns: In case we run over the noon hour or the meal time, we are allowed one hour and get paid for the noon hour—allowed an hour for lunch, you understand, not thirty minutes.

Mr. Sheean: What is it?

Mr. Burns: We are allowed one hour for meals, not thirty minutes.

Mr. Sheean: Allowed one hour?

Mr. Burns: Yes.

Mr. Sheean: And, are paid whether you work that time or not, in case it runs beyond the time specified in the schedule?

Mr. Burns: Yes, sir.

Mr. Sheean: Well, now, when you are doing this switch-

ing out at the Standard Oil Works there at Sugar Creek,—was it?

Mr. Burns: Yes, sir.

Mr. Sheean: What time you are there is dependent upon and determined by the work that you find when you get out there?

Mr. Burns: Yes, sir.

Mr. Sheean: Until that work is done, as to just what time you will get back and complete your round trip you cannot tell in advance?

Mr. Burns: I cannot tell it in advance. It is owing to the number of cars to handle and the amount of work to do after we get there, what time we will get back to dinner.

Mr. Sheean: Then, when you start on your second round trip, that is about what time in the afternoon, ordinarily?

Mr. Burns: Ordinarily it would be 6 o'clock. It would be owing to what time we go to dinner. If we go to dinner at 3:30, we will start back at 4:30. If we go to dinner at 4 o'clock we will start back at 5, and so on up to 6 o'clock. That is about as late as we start.

Mr. Sheean: This second round trip, what is done on that, Mr. Burns?

Mr. Burns: The number of cars handled on the second round trip is less.

Mr. Sheean: You take the cars out?

Mr. Burns: Going out, we only take what we call a single transfer out.

Mr. Sheean: And that is to this one place, is it, just to the Standard Oil plant?

Mr. Burns: To the Standard Oil. Practically we do the same amount of work and the same kind of work that we do on the first trip. There will be often this same number of loads coming out—frequently the same number of loads coming out in the after part of the day as there were in the fore part of the day. We do not handle those cars out of there, an engine that works there all day brings the transfer out of there at night and takes one in in the morning. This engine is under the same rate of pay that I am.

Mr. Sheean: When this work is done you return to the terminal from which you start?

Mr. Burns: Yes, sir.

Mr. Sheean: Practically all the work that your transfer crew does during the day is the work of taking out to this Standard Oil plant a certain cut of cars, picking up some other cars there, bringing them in and making a return trip of the same character?

Mr. Burns: Yes, sir. On our return we may have two set-outs.

Mr. Sheean: But it is the handling of the traffic of a single industry?

Mr. Burns: Yes, sir.

Mr. Sheean: Your work, day in and day out, is just the handling of the traffic of that one industry?

Mr. Burns: Not always, because, understand, should the work of that industry fall off to any extent, where they could not give us this transfer to go back at night, then, I am transferred on the terminal to consume the time, either ten hours or thirteen, whichever the case may be.

Mr. Sheean: Well, that is, if there is a falling off there?

Mr. Burns: Yes.

Mr. Sheean: You are assigned to some other work?

Mr. Burns: Assigned to some other work to fill out the day.

Mr. Sheean: But, speaking generally as to this period that you have covered here, your work generally is this work that you have described, of handling the traffic of the Standard Oil Company at Sugar Creek?

Mr. Burns: Yes, sir.

Mr. Sheean: What part of this run that you have spoken of, is it that you move under train orders on?

Mr. Burns: We move under train orders on single track from Air Line Junction to Sugar Creek Junction, and we are under orders from Sugar Creek Junction to Sugar Creek proper.

Mr. Sheean: What is the distance?

Mr. Burns: The distance from Air Line Junction to Sugar Creek is about three miles. I think Sugar Creek Junction, down to what we call the refinery, is a little less than two miles.

The Chairman: Will you please speak a little more distinctly?

Mr. Burns: Yes, sir.

Mr. Sheean: Is that on a part of the main line of the Kansas City Southern?

Mr. Burns: It is what is known as the Air Line branch. It is part of the main line of the Kansas City Southern, but it is a branch from Air Line Junction to Independence, where they have suburban trains running every day.

Mr. Sheean: Suburban trains?

Mr. Burns: Yes.

Mr. Sheean: Do their through passenger trains run over that part of the line?

Mr. Burns: There are suburban passenger trains operated over it.

Mr. Sheean: Well, only suburban?

Mr. Burns: Only suburban.

Mr. Sheean: Only suburban?

Mr. Burns: Yes.

Mr. Sheean: This part of the line that you are operating on there, was originally a terminal railroad, was it not?

Mr. Burns: It was always a branch, or suburban piece of track. It was not always connected with the terminal, no.

Mr. Sheean: It was not always a part of the Kansas City Southern, was it?

Mr. Burns: No, not years ago. It was known as the Kansas City & Independence Air Line, and was connected with the old Kansas City Suburban Belt.

Mr. Sheean: What I was getting at, Mr. Burns, was that your seniority rights do not extend to the general road service of the Kansas City Southern?

Mr. Burns: No, sir.

Mr. Sheean: You were an employe of this belt line or inter-urban line, or whatever you called it?

Mr. Burns: It would not make any difference whether I was an employe of that company at the time that this new company absorbed it, or, whether I went into the service now; it wouldn't make any difference in regard to the road rights of seniority.

Mr. Sheean: The part that you work on is still handled as a part of the terminal system there?

Mr. Burns: Yes.

Mr. Sheean: Kansas City terminal?

Mr. Burns: It is included in the terminals, yes.

Mr. Sheean: And the seniority rights of the men on this terminal, or switching part of the system, are separate from the road seniority?

Mr. Burns: Yes, sir.

Mr. Sheean: Now, you spoke of switch crews sometimes working thirteen hours, in the case of the handling of perishable freight, something of that sort?

Mr. Burns: Yes, sir.

Mr. Sheean: Is it only in the case of the handling of perishable property, or an emergency of that sort, that the switch crews work that length of time?

Mr. Burns: There have been instances where they worked over thirteen hours in handling dead freight.

Mr. Sheean: Are the switch engines there ordinarily double crewed?

Mr. Burns: No, sir, we have, I believe, at the present time, one or two engines that are double crewed.

Mr. Sheean: Do they have both night and day crews?

Mr. Burns: Yes, sir.

Mr. Sheean: But the day crew uses different engines from the night crew?

Mr. Burns: Yes, sir, some of them do. We have six night engines, or six night crews, and they use different engines.

Mr. Sheean: And how many day crews?

Mr. Burns: We have twenty-seven engines working; we have about seventeen.

Mr. Sheean: About seventeen day crews?

Mr. Burns: Yes.

Mr. Sheean: And about six night crews?

Mr. Burns: Yes.

Mr. Sheean: Ordinarily the night crews report at a certain definite time?

Mr. Burns: Yes, sir.

Mr. Sheean: And are relieved ordinarily at a definite time?

Mr. Burns: No, sir.

Mr. Sheean: When the day crews come on?

Mr. Burns: Whenever the night yardmaster gets through with them they are relieved.

Mr. Sheean: They are relieved?

Mr. Burns: Yes, sir.

Mr. Sheean: In case of any double crewed engines working thirteen hours, both the crew which was using that engine and the crew which was to take it, would be under pay?

Mr. Burns: Well, to make that clear, a few years ago we were complaining about long hours of service in night yards, and we were to have the day crew's engine, for instance, and I was working nights at the time. I would go to work at six o'clock in the evening and work as late as ten o'clock in the morning. This was before the schedule went into effect and I have worked a day crew's engine that late. Now then, the day crew that would show up in the morning for that engine would take some other engine that was available for them. We had no regular engines; the engines were worked from man to man.

Mr. Sheean: Ordinarily, in the operation of the yard there, in the case of double crewed engines, there is no way, in case you work one of the crew beyond twelve hours, to avoid paying two crews, is there, unless there is a surplus of engines?

Mr. Burns: The engines are double crewed in this way; for instance, we have a man coming to work at 7 o'clock in the morning; he is relieved by the night crew at 6 o'clock. This night man is not relieved in the morning by any crew; the engine that this man received from the day man is taken from him at midnight and he is given an engine at midnight that possibly does not work the next day and he works that engine the limit of hours, thirteen. If he is handling stock it is sometimes fourteen.

Mr. Sheean: In case of stock or perishable property or emergency, they sometimes run over into that length of time, but you do not mean to convey the impression, do you, Mr. Burns, that that is the usual length of time of switch crews?

Mr. Burns: In night service quite a number of our engines work thirteen hours, in night service.

Mr. Sheean: The majority of them, would you say?

Mr. Burns: I would safely say that the majority of them work the limit, every night. It might not be at this time, but they are subject to that, and I can say, and I believe there is evidence to show that they have.

Mr. Sheean: I was simply seeking to get at whether these

were exceptional cases or whether that was the regular or customary practice from day to day?

Mr. Burns: It is the customary practice to work night crews at least twelve hours.

Mr. Sheean: Now, on this run that you have, the transfer run, have you been on that same run the last five years?

Mr. Burns: Well, I have held that run, not regularly for five years, but within that time, I have been off of it possibly five or six months. I don't think it would exceed that.

Mr. Sheean: I understood you to say this morning that during the last five years you had not worked Saturdays and Sundays. Perhaps I misunderstood you; but that is the way I caught it.

Mr. Burns: In my statement I said that we were not accustomed to work every Sunday, and I have been off the majority of the Sundays in the five years.

Mr. Sheean: I thought you said Saturdays and Sundays during the last five years?

Mr. Burns: I made the statement that there were times when I would lay off Saturday and Sunday and take rest, but not every Saturday and Sunday. I do not think you will find I said that.

Mr. Sheean: Assuming that you do lay off from Friday night, from the time you would finish Friday night, and went back to work the next Monday morning, the operations, as I understood you this morning—operating that way would bring you about \$29.25 a week as compensation?

Mr. Burns: I haven't figured it up.

Mr. Sheean: Well, you have been drawing as your pay on the work as you have done it, over \$1,400 or \$1,500 a year, haven't you?

Mr. Burns: I won't any more than run up to that, no.

Mr. Sheean: What is it?

Mr. Burns: About that.

Mr. Sheean: Something like \$1,400 or \$1,500 a year?

Mr. Burns: I have never figured it up that way.

Mr. Sheean: In addition to the \$1,400 or \$1,500 a year paid you by the company, haven't you also during that time found time to devote to committee work, for which you also were paid?

Mr. Burns: I have.

Mr. Sheean: Haven't you, during a greater part of this time, in addition to earning \$1,400 or \$1,500, laid off quite a number of days which you have devoted to committee work?

Mr. Burns: I have been off, but I included that in the working day.

Mr. Sheean: What is it?

Mr. Burns: I have been called off on committee work, yes, but I figured that as a working day. I never took any rest that day. When I made my statement that I laid off Saturday and Sunday, I laid off for the purpose of resting.

Mr. Sheean: I was not questioning that, Mr. Burns, but simply as to the compensation the days that you laid off. You have been paid something like \$1,400 to \$1,500 a year by the company?

Mr. Burns: I would not be positive what I have been paid by the company, because I have never kept any accurate account of it, and I would want to check it up to make a statement of that kind.

Mr. Sheean: What is your best judgment about the amount you have been drawing from the company? It will run in the neighborhood of what, fourteen or fifteen hundred dollars?

Mr. Burns: It will run in the neighborhood of fourteen or fifteen hundred dollars.

Mr. Sheean: In addition to this fourteen or fifteen hundred dollars a year which you have drawn from the company, about what have you been paid by the organization for the work that you have done during the same time that you drew this fourteen or fifteen hundred dollars a year?

Mr. Burns: For the last few years it has been very light.

Mr. Sheean: Can you tell us about how much; just give us an approximate idea?

Mr. Burns: No, I could not possibly give you an estimate of what I have drawn. I have not kept any account of it.

Mr. Sheean: Mr. Burns, all that I wanted you to explain is this, that in the days that you laid off, to devote to committee work, your compensation would be as great or greater than if you had worked on the run on that day?

Mr. Burns: In some instances it would; in some it would not.

The Chairman: Is it the general experience of engineers to get this extra pay for serving on committees? Does that apply generally to engineers?

Mr. Burns: Yes, sir.

Mr. Stone: In answer to that, Mr. Chairman, I would say that that is part of the organization's work, and when we have men on committee work we pay them for it, but what we pay is not up for arbitration by this Board, that is, what pay we shall give our committeemen.

The Chairman: I think the witness misapprehended my question. I meant, do engineers generally do this committee work?

Mr. Stone: In committee work, perhaps we have a local committee, or a general committee, when we have a number of grievances or violations of schedule, that they are called on to serve.

The Chairman: Say you have one hundred engineers, how many of that number would serve on committee work during the year?

Mr. Stone: On a division of locomotive engineers there would be one Local Chairman, regardless of the size of that division. It might be three hundred engineers, or it might be fifty; and the General Committee is made up of the Local Chairman from each division or lodge of the organization on a road.

The Chairman: So that a small percentage of engineers serve on committees?

Mr. Stone: Very small.

The Chairman: As compared with the whole number?

Mr. Stone: Yes, and the number of days they serve on a committee during the year depends largely upon the operating official of that road.

The Chairman: I beg your pardon for the interruption.

Mr. Sheean: The time that you laid off from this run and which you did devote to any work on committees, was paid by the organization?

Mr. Burns: Yes, sir.

Mr. Nagel: I get the impression now that when the management is poor the income of the engineers is increased by this additional compensation.

Mr. Stone: I did not mean to give you that impression, Mr. Chairman. We would not say he was poor. It is perhaps the condition of his liver.

Mr. Nagel: That has something to do with poor management?

Mr. Stone: Not always. We do not find it so at least.

Mr. Shea: Mr. Burns, in case you were required to lay off by request of the engineers on your division, to handle grievances, you would not be paid by the railroad company, would you?

Mr. Burns: No, sir.

Mr. Shea: You would be paid by the organization an amount equivalent to what you lost?

Mr. Burns: Yes, sir, that is the idea.

Mr. Sheean: During that time somebody else would be drawing from the railroad company this same amount of money for the same run each day that you would draw when running your engine?

Mr. Burns: Whenever I am off for committee work, the company, as a rule, does not pull the run off.

Mr. Sheean: Some one else takes your place?

Mr. Burns: Yes, sir.

Mr. Sheean: And you may take leave at any time that you give reasonable notice for it?

Mr. Burns: Yes, sir.

Mr. Sheean: A member of the Board wishes to ask a question.

Mr. Byram: Mr. Burns, I believe you said that you had been in the service of this company twenty-one years?

Mr. Burns: Twenty-one years as a roundhouse man, fireman and engineer.

Mr. Byram: How long as a fireman or engineer?

Mr. Burns: I have been in the service sixteen years as a switch engineer and transfer engineer. I could not give you just the number of—

Mr. Byram: That is near enough: What I wanted to find out was whether the predicament you find yourself in here, that is, having served sixteen years as an engineer, and your seniority only entitling you to a transfer run, which you describe as very unsatisfactory, is not due largely to the limitation of your sit-

uation, that is, not having any road rights, you cannot select as good a run as you would otherwise? Isn't that the trouble with you?

Mr. Burns: I am not laying that responsibility to any one.

Mr. Byram: But that is the fact, isn't it, that because your seniority right, as you describe it, does not give you the privilege of choosing a run on the road, that you are confined to this yard service that your seniority entitles you to?

Mr. Burns: I have the best run in the service that my seniority will entitle me to.

Mr. Byram: You have chosen the best run that your seniority will entitle you to?

Mr. Burns: Yes.

Mr. Byram: But that confines you to yard service or transfer work?

Mr. Burns: My seniority, as to yard service.

Mr. Byram: So that the fact that you cannot select a run on the road which might be better, and give you very much better working conditions, is due to the fact that your seniority right is confined to yard service. You cannot choose a run in road service?

Mr. Burns: I will answer that question by stating that it is not altogether due to the seniority rule, but due to my own responsibility. I could have a road engine if I desired one.

Mr. Byram: In the Kansas City Southern service?

Mr. Burns: In the Kansas City Southern service, or I could stay where I am.

Mr. Byram: You prefer to stay where you are?

Mr. Burns: I prefer to stay in the yard service.

Mr. Byram: There are better runs in the road service that, if you wanted, you could have secured?

Mr. Burns: There are advantages and disadvantages, both.

Mr. Byram: But you are satisfied to stay in the yard service?

Mr. Burns: I am satisfied to stay in the yard service at the present time.

Mr. Byram: Notwithstanding the difficulties under which you labor?

Mr. Burns: Well, possibly I would find those difficulties in any service, in either road or yard service.

Mr. Byram: From your standpoint you are better off where you are than to have the run for your particular rank in road service?

Mr. Burns: No, I won't say that.

Mr. Byram: Well, now, are there no assignments in the switching service in the Kansas City Southern yards at Kansas City where men are not required to work twelve hours—there are no switching assignments working less than twelve hours, is that right?

Mr. Burns: We have one or two runs—we have one run that I can recall that only works ten hours. That crew is relieved by the night crew at the expiration of ten hours, or eleven hours on duty.

Mr. Byram: Is the engineer on that engine older in the service than you are?

Mr. Burns: Yes, sir.

Mr. Byram: That is all.

Mr. Burgess: Mr. Burns, are you the chairman of the Engineers on that particular property at the present time?

Mr. Burns: Yes, sir. I am what they call Local Chairman.

Mr. Burgess: So you are familiar with the engineers' desires to a very great extent?

Mr. Burns: Yes, sir.

Mr. Burgess: Would the engineers on that property prefer to work ten hours a day for 26 days, or to work 21 days, thirteen hours per day?

Mr. Burns: Well, from the way they speak to me, they are desirous of working ten hours a day.

Mr. Burgess: All of them, or a majority of them?

Mr. Burns: All of them have spoken that way to me, all that are under my jurisdiction as Local Chairman.

Mr. Burgess: In your judgment, could it be arranged not to work an engineer longer than ten hours per day?

Mr. Burns: In my judgment, it could.

Mr. Burgess: But that would cause, of course, the payment of a full day in event an engineer was called to take your place at the expiration of ten hours, under the ten hours or less rule, would it not?

Mr. Burns: Well, it would not—it would and it would not, owing to the disposition of the officials to turn him in after he had finished up the work that I could not do in ten hours.

Mr. Burgess: If you had worked ten hours and they relieved you and there was three hours more work to do and they called another crew to do that, they would have to pay them a full day, would they not?

Mr. Burns: They would have to pay him a full day if they turned him in after the three hours' work was performed.

Mr. Burgess: Therefore, by working you the thirteen hours it would, eventually, prove a more economical operation for the company?

Mr. Burns: I think that the long hours worked in yard service is from an economical point of view, in the operating department.

Mr. Park: Would it be practicable, if you were at Sugar Creek, at the end of the ten hours, to relieve you there and put another man on the engine?

Mr. Burns: They have done that.

Mr. Park: Is there a roundhouse there, or a terminal?

Mr. Burns: They have done it in this way. They double crewed the Sugar Creek engine, the engine that does the Sugar Creek work, by relieving the crew there with a night crew. The night crew would finish up what the day crew could not do without working overtime, and come into the terminal and finish out the night in the terminal.

Mr. Park: That would necessitate some of the crews living at that end of the short run, would it not?

Mr. Burns: If it was made permanent it possibly would, yes. But they never kept that practice up long enough for anybody to move out there.

Mr. Park: Isn't it preferable that the engineers live in the city rather than out at Sugar Creek?

Mr. Burns: Well, there is no doubt in the world but what you could find a man that would gladly move out there; it is not a bad place to live.

Mr. Park: A single man, but take a man with a family and children. They could attend school, could they?

Mr. Burns: Yes, they could attend school. It is not far

out of town, and the school facilities are good at Sugar Creek and also any place in that vicinity.

Mr. Park: That is all.

Mr. Sheean: Mr. Burns, I understood you to say, that on this run you have sometimes got in under ten hours, but very rarely, and that, at times, it took you even up to fourteen hours to complete the work. At the time you start out in the morning and leave the yard, there is no way of telling what the work will be at Sugar Creek, as to whether or not there are a certain number of cars, or just what the work is that is to be done at that point, is there?

Mr. Burns: There are very few industries but what can give a pretty fair line-up on the day's work by 10:30 A. M., as to the number of cars coming out and the number of empties to be brought in.

Mr. Sheean: In the actual practice, this very work of making the two round trips, has run, occasionally, to below ten hours, and at other times as high as fourteen hours?

Mr. Burns: I believe I stated in my evidence that in the last four years there have been a few instances where we got in in less than ten hours.

Mr. Sheean: I understand your answer to Mr. Burgess to be that, if, for the thirteen hours' service that you perform now, the company was required, under its schedules, to pay for twenty hours, by having two full crews, that, of course, it was more economical to pay for thirteen hours only rather than to pay twenty hours for thirteen hours' service. The operation, as you described it, would require the paying of twenty hours, would it not, or to two men ten hours each?

Mr. Burns: In answering Mr. Burgess' question, he asked me if I was relieved at the expiration of ten hours by a night crew or another crew, and there were only three hours' work to be performed by me on this run, whether that man would receive a full day's pay for the three hours.

Mr. Sheean: Yes.

Mr. Burns: He would, but that would not be performed very much. That practice would not be performed. They could find other work in yard service to fill out the day for that man.

Mr. Sheean: Does your schedule there permit the assignment of switching crews to transfer service, sending out a

switching crew to do this work, or putting your transfer crew in and doing switching work?

Mr. Burns: Yes, sir.

Mr. Sheean: That is, you can be used part of the time, a part of your day in switch service, and a part of your day in transfer service, can you?

Mr. Burns: Yes, sir.

Mr. Sheean: To make up your full ten hours?

Mr. Burns: Yes, sir, there is no question about that.

Mr. Sheean: But, as operated at the present time, this assignment to you, is this particular assignment of transfer work?

Mr. Burns: Not a particular assignment of transfer work, because, quite frequently, they run a switch engine out there to help out, where the work has accumulated more than we can handle in thirteen hours. Then they run a night switch engine crew out there to finish up, and bring us to town.

Mr. Sheean: Under your practice down there, could this company relieve you out at Sugar Creek at the end of the ten hours?

Mr. Burns: The practice at the present time is of relieving you wherever they want to relieve you. It don't make any difference whether it is where you can get home or not. They can relieve me five or six miles from the terminal if they want to, and they have.

Mr. Sheean: Have you ever, in the time you have been on this transfer run, been relieved and your time ended at any other place than the place where you took your engine in the morning?

Mr. Burns: Not, unless due to an accident or something of that nature. I have been relieved at Duncan Park siding. That is about two miles from Sugar Creek, on account of an accident.

Mr. Sheean: On account of what?

Mr. Burns: On account of accidents, or the track being blockaded so we could not get in.

Mr. Sheean: You never have been relieved at any other part of your run than the place from which you started in the morning, except in case of accidents?

Mr. Burns: No.

Mr. Sheean: During all the years you have operated there?

Mr. Burns: I have had instructions from night yardmasters where we would notify them that our thirteen hours were up and we did not care to work any longer, and he would tell us to take the engine into the roundhouse. That is five miles from where we receive the engine and turn her in. He would say to turn the engine into the roundhouse.

Mr. Sheean: That is all.

The Chairman: Anything further, Mr. Stone?

Mr. Stone: No.

The Chairman: Call your next witness.

Mr. Burgess: One moment, please. Under the present method of operation, Mr. Burns, there would be no occasion to relieve you at any other place than where you take the engine, because you usually and ordinarily work the thirteen hours, is that not the fact?

Mr. Burns: We have, the majority of the time I have been on the run, we have worked the thirteen hours, and our work would bring us closer to the point to where we turn in, than the roundhouse, when we turn in to the same place.

Mr. Burgess: That is all.

The Chairman: Call your next witness.

Mr. Stone: Our next witness will be Mr. Morton A. Lea, switch engineer of the Chicago & North Western, in the Chicago terminal. This witness is introduced to show that he is doing exactly the same work as that described by Mr. Goulding this morning.

MORTON A. LEA was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stone: What class of service are you in, Mr. Lea?

Mr. Lea: Transfer service.

Mr. Stone: What is the special run that you are on now, what is it described as?

Mr. Lea: North Avenue Transfer.

Mr. Stone: How many years have you been in the service?

Mr. Lea: Twenty-five years and three months.

Mr. Stone: That is, twenty-five years as an engineer?

Mr. Lea: Yes, sir.

Mr. Stone: Of that time how many years have you been in the transfer service?

Mr. Lea: About five years.

Mr. Stone: What class of engine are you running?

Mr. Lea: Class R-1.

Mr. Stone: Well, what does that mean, on the North Western; what is an R-1, a ten wheeler?

Mr. Lea: It is a ten wheeler, six wheels connected with the truck, the engine truck.

Mr. Stone: What is the weight of this engine on drivers, Mr. Lea?

Mr. Lea: 126,000 pounds.

Mr. Stone: That would make quite a good sized engine, an engine with probably 21 or 22 by 26?

Mr. Lea: 21 by 26.

Mr. Stone: Cylinders?

Mr. Lea: Yes.

Mr. Stone: What rate of pay do you receive for this service?

Mr. Lea: 41½ cents per hour.

Mr. Stone: That is the switching rate of pay?

Mr. Lea: Yes, sir.

Mr. Stone: I wish you would describe to this Board, in your own way, the character of the service you are required to perform—what time do you report for duty?

Mr. Lea: At about 6:10 or 6:15.

Mr. Stone: What time are you required to leave?

Mr. Lea: Seven o'clock.

Mr. Stone: Then, if I understand correctly, you report for duty about forty or forty-five minutes before the time you are required to leave?

Mr. Lea: Yes, sir.

Mr. Stone: What do you do in that forty-five minutes?

Mr. Lea: Get my supplies, carry them over to the round-house, register, look over the bulletin board, get the engine ready, fill the lubricators, screw down the grease cups, get the engine out of the house, blow off the boiler, and take water.

Mr. Stone: Did I understand you to say you take the engine out of the house?

Mr. Lea: Yes, sir.

Mr. Stone: Then you hostle your own engine in the morning?

Mr. Lea: Yes, sir.

Mr. Stone: Well, how much do you receive for all that forty-five minutes?

Mr. Lea: Nothing.

Mr. Stone: Nothing?

Mr. Lea: No, sir.

Mr. Stone: Your time of pay does not begin until 7 o'clock.

Mr. Lea: 7 o'clock.

Mr. Stone: All right, now, at 7 o'clock when you are ready to leave the water crane, or the pen stock, as you call it, on the North Western, what do you do?

Mr. Lea: Go up in the yard.

Mr. Stone: Where at?

Mr. Lea: At 40th Street, 40th Street Yard. Pump up the train, test our brakes and leave.

Mr. Stone: Leave for where? Where do you go then?

Mr. Lea: For North Avenue.

Mr. Stone: What distance is that?

Mr. Lea: About ten miles.

Mr. Stone: Well, after you arrive there, what do you do?

Mr. Lea: We cut our engine off from the train, get water, couple up our train and get ready to come back again and come back.

Mr. Stone: Do I understand that you do not do any switching at either end of that trip?

Mr. Lea: No, sir.

Mr. Stone: The train is made up for you?

Mr. Lea: Yes, sir.

Mr. Stone: And when you arrive at North Avenue the switch engine takes care of your train?

Mr. Lea: Yes, sir.

Mr. Stone: Then you are really a freight train, are you?

Mr. Lea: Yes, sir.

Mr. Stone: Yet you are paid switching pay?

Mr. Lea: Yes, sir.

Mr. Stone: Then you come back from North avenue and what do you do?

Mr. Lea: We usually have a straight train for 40th Street.

Sometimes we have not, and fill out the train by picking up at Mayfair.

Mr. Stone: All right; go ahead and describe what you do—you come back to 40th Street?

Mr. Lea: We come back to 40th Street.

Mr. Stone: Then, what do you do?

Mr. Lea: Cut off the train, pick up the way car, go to the roundhouse for coal and water, dump our ash pan, go out into the yard again, put our way car in another train, and sometimes double from one track to another, and leave for North avenue.

Mr. Stone: That is the second trip?

Mr. Lea: That is the second trip.

Mr. Stone: And you always get your train out, or do you have the assistance of helpers at times?

Mr. Lea: We have the assistance of helpers most of the time.

Mr. Stone: The train is so heavy your engine will not handle the train out of the yard?

Mr. Lea: Yes, sir.

Mr. Stone: Well, going out on the second trip, where do you set cars out at?

Mr. Lea: Occasionally at Mayfair and at Hetler's lead. That is a regular thing, to set cars out on this track at Hetler's lead.

Mr. Stone: When you get to North avenue on the second trip, then you go through the same performance of cutting the engine off and turning again?

Mr. Lea: Exactly.

Mr. Stone: Or don't you turn the engine?

Mr. Lea: We don't turn the engine. We back up one way, head over and back up one way.

Mr. Stone: And get a train again and come back to 40th street yard?

Mr. Lea: Yes, sir.

Mr. Stone: That is the second round trip you have made?

Mr. Lea: Yes, sir.

Mr. Stone: Now, when you get back on the second trip, what do you do then?

Mr. Lea: We get a train off of track 19 and transfer it to another yard.

- Mr. Stone: How far away?
- Mr. Lea: Well, the movement would require possibly half or three-quarters of a mile, pulling them down from one yard and shoving them ahead in another.
- Mr. Stone: Then, after you have delivered this train to the other yard, then what?
- Mr. Lea: Put our way car away and then go home.
- Mr. Stone: Well, you do more before you go home, don't you—you go to the roundhouse first with your engine?
- Mr. Lea: Yes, put the engine in on a designated track, look her over, put our oil cans and supplies away, go up to the roundhouse and register, and make out necessary reports.
- Mr. Stone: Well, in doing all of this work that you have described, do you use the main line in doing this?
- Mr. Lea: All the time.
- Mr. Stone: All main line work?
- Mr. Lea: Yes, sir.
- Mr. Stone: What mileage do you make daily, on the average?
- Mr. Lea: About forty miles.
- Mr. Stone: On the main line?
- Mr. Lea: On the main line.
- Mr. Stone: How many hours do you work daily?
- Mr. Lea: Eleven hours.
- Mr. Stone: Does any part of your day's work consist of yard switching?
- Mr. Lea: No, sir.
- Mr. Stone: About how much of this transfer service is there on the Chicago & North Western, in Chicago?
- Mr. Lea: About twenty-two runs, I think.
- Mr. Stone: We would understand from that that there are twenty-two crews doing this same character of work?
- Mr. Lea: Practically the same.
- Mr. Stone: I think that is all, Mr. Sheean.

CROSS EXAMINATION.

- Mr. Sheean: Mr. Lea, all of these movements that you make here, from day to day, are inside what is known as the Chicago Switching District, aren't they?
- Mr. Lea: Chicago Terminal.

Mr. Sheean: Chicago Terminal District, which is smaller even than the Chicago Switching District, isn't it?

Mr. Lea: Well, I would judge it is the same thing.

Mr. Sheean: The movements you have described are from one yard of the Chicago & North Western to another yard?

Mr. Lea: Yes, sir.

Mr. Sheean: And the movement after the second round trip, the last movement of the day, is taking a train from one part of the yard over to another part of the same yard, isn't it? I understood you to say that it involved altogether one-half to three-quarters of a mile in going over and backing up—is that all in what is known as the one yard? I don't care particularly as to whether there are different leads there, but do you speak of that as all the one yard?

Mr. Lea: That is all in one yard. The tracks are all assembled in that district.

Mr. Sheean: Now, on how many of these tracks that you move on, do any passenger trains operate?

Mr. Lea: On how many tracks?

Mr. Sheean: Yes.

Mr. Lea: All of them.

Mr. Sheean: All passenger trains on the Chicago & North Western go over the same tracks on which you make this movement between the two yards?

Mr. Lea: Yes, sir.

Mr. Sheean: And, between the North Avenue transfer or the North Avenue yard and the 40th Street yard, how many main tracks are there?

Mr. Lea: From Clybourn Junction to Mayfair, there are three main tracks, from Mayfair to 40th Street there are two.

Mr. Sheean: And you do not get any train orders in moving from one to the other of these yards?

Mr. Lea: No, the tracks are equipped with block signals.

Mr. Sheean: Over all the part that you run, it is all under block, isn't it?

Mr. Lea: From Mayfair to Hunting Avenue, a distance of about five miles.

Mr. Sheean: Now, you say you have been an engineer for over twenty-five years?

Mr. Lea: Yes, sir.

Mr. Sheean: With the Chicago & North Western all this time?

Mr. Lea: Yes, sir.

Mr. Sheean: Running on the road a part of the time?

Mr. Lea: A part of the time.

Mr. Sheean: And what run were you on, Mr. Lea, when you were on the road?

Mr. Lea: I was not in road service long enough to have a regular run.

Mr. Sheean: Well, on what division of the railway was your run?

Mr. Lea: Galena Division.

Mr. Sheean: That is running from Chicago to Freeport?

Mr. Lea: Clinton and Freeport.

Mr. Sheean: How long were you on the road?

Mr. Lea: A very short time—Oh, possibly two or three months altogether.

Mr. Sheean: Two or three months altogether?

Mr. Lea: Yes, sir.

Mr. Sheean: How long have you been in yard service?

Mr. Lea: All of the rest of the time.

Mr. Sheean: Well, you started in, did you, originally, as a road fireman?

Mr. Lea: No, I started in as a switch engine fireman.

Mr. Sheean: Switch engine fireman?

Mr. Lea: Yes.

Mr. Sheean: How long did you fire a switch engine?

Mr. Lea: I fired four years and a half altogether.

Mr. Sheean: Part of that in switching and part on the main line?

Mr. Lea: Yes, sir.

Mr. Sheean: And then, when you were promoted to engineer, did you run an engine on the main line?

Mr. Lea: Yes, sir, part of the time.

Mr. Sheean: For a few months, I believe?

Mr. Lea: Yes.

Mr. Sheean: Well, this work that you have in yard service, did you select that under your seniority?

Mr. Lea: Yes, sir.

Mr. Sheean: Back, twenty years ago?

Mr. Lea: Yes, sir.

Mr. Sheehan: Very shortly after you became eligible to road service?

Mr. Lea: Yes, sir.

Mr. Sheehan: So that the selection of this work here in Chicago in switching service, was of your own volition, twenty-one years or more ago.

Mr. Lea: Yes, sir.

Mr. Sheehan: Now, yard service and the transfer service here in Chicago, within the Chicago Terminal District, are interchangeable in seniority, aren't they?

Mr. Lea: Yes, sir.

Mr. Sheehan: And, is the seniority in the yard separate from the seniority on the road?

Mr. Lea: Yes, sir.

Mr. Sheehan: But, a road man may exercise his seniority in the yards if he wishes?

Mr. Lea: No, sir.

Mr. Sheehan: Not now?

Mr. Lea: We have a terminal division that is a separate and distinct division. A man cannot come from another division into the terminal division any more than I could go from the terminal division onto a foreign division.

Mr. Sheehan: Well, I was wondering, Mr. Lea, whether, back twenty years ago, that was the situation, when you exercised your rights and took a switch engine—I understood you to say that was your own selection?

Mr. Lea: Yes, sir.

Mr. Sheehan: And you could, at that time, have gone into yard service, or retained your road rights?

Mr. Lea: At that time.

Mr. Sheehan: If you wanted them?

Mr. Lea: Yes, sir.

Mr. Sheehan: But, since that time, the seniority in the yard is separate from the seniority on the road?

Mr. Lea: Yes, sir, in this division, this terminal division.

Mr. Sheehan: Now, you ran a switch engine in the switching service here in Chicago until some two or three years ago, when you took this transfer run?

Mr. Lea: About five years ago.

Mr. Sheean: About five years ago?

Mr. Lea: Yes, sir.

Mr. Sheean: You have had the same transfer run all this time?

Mr. Lea: Oh, no.

Mr. Sheean: You have had different runs?

Mr. Lea: Yes.

Mr. Sheean: The transfer run that you have described here is one that you have been on about how long?

Mr. Lea: Something over a year.

Mr. Sheean: Do your rights here in the terminal district, seniority rights, cover suburban runs?

Mr. Lea: No, sir.

Mr. Sheean: You are not eligible for promotion to any suburban run in that district?

Mr. Lea: No, sir.

Mr. Sheean: Limited simply to the switching service?

Mr. Lea: No, we have a work train service. The work trains that are within the limits of the terminal division, that is our work; our work is not limited to switch engine service alone.

Mr. Sheean: Any work then, in the way of track elevation, or anything of that sort, that is done within this terminal district, belong to the men in the terminal district?

Mr. Lea: Yes, sir.

Mr. Sheean: The switch engineers?

Mr. Lea: Yes, sir.

Mr. Sheean: About what time, ordinarily, Mr. Lea, do you get through work each day?

Mr. Lea: Well, from half past four until six o'clock.

Mr. Sheean: And about what time, or where, ordinarily, do you get your lunch on the run that you have at the present time?

Mr. Lea: For the convenience of the company as well as our own, we do not stop for lunch. We go to work and we make our two round trips as quickly as possible, because in that district, the Wisconsin Division, the traffic is congested, there are many passenger trains, and if you do not get out of there by a certain time in the afternoon, we have to lay there until seven o'clock at night, the passenger trains are so thick that we cannot get out with a freight train; and, in order to get this work

done when we can get over these tracks, we go right along and get through with the two trips as soon as we can.

Mr. Sheean: Then, after you have completed those two trips, whatever time you take—it would take about a day in the way that you operate on that particular line?

Mr. Lea: Yes, sir.

Mr. Sheean: There is no particular schedule provision as to a certain length of time for eating on that run?

Mr. Lea: No, sir.

Mr. Sheean: As a matter of practice what do you do? You have something to eat, some time?

Mr. Lea: There is an article in the schedule that says we shall have thirty minutes between the hours of 11:30 and 1 o'clock, but this is an agreement between this particular crew and the yardmaster to do this work when we can and get through with it.

Mr. Sheean: And get through with it?

Mr. Lea: Yes, sir.

Mr. Sheean: You have practically, then, a fixed assignment there, have you, Mr. Lea, on this particular run? If you get through with it at 4:30, well and good, if it runs until 6 o'clock you are paid for the full time of eleven hours a day for that?

Mr. Lea: Yes, eleven hours a day.

Mr. Sheean: Whether you get through at four o'clock or six, or do you get overtime after 4:30?

Mr. Lea: Overtime after 6 o'clock.

Mr. Sheean: After 6 o'clock?

Mr. Lea: Yes, sir.

Mr. Sheean: For the mutual convenience of all concerned there you try to get these particular runs completed, and when that is done your day's work is done?

Mr. Lea: Yes, sir.

Mr. Sheean: Sometimes it is 4:30, other times it runs up to 6?

Mr. Lea: Yes, sir, and sometimes later.

Mr. Sheean: After 6, then there would be overtime paid?

Mr. Lea: Yes.

Mr. Sheean: But if you get through with it at 4:30 in the afternoon you are paid eleven times 42½ cents?

Mr. Lea: Yes, sir

Mr. Sheean: Each day?

Mr. Lea: Yes, sir.

Mr. Sheean: Is that six days in the week that that operates?

Mr. Lea: It works some Sundays.

Mr. Sheean: Some Sundays?

Mr. Lea: About half of the time, I should imagine, all days with the exception of two Sundays a month. That is about as it runs.

Mr. Sheean: On Sundays the length of time for it is about the same, is it?

Mr. Lea: Just about the same.

Mr. Sheean: That is some special arrangement for paying eleven hours for that particular run, that particular job there, is it?

Mr. Lea: Yes, sir.

Mr. Sheean: This run was chosen by you as furnishing pretty regular and steady employment?

Mr. Lea: Yes, sir.

Mr. Sheean: I suppose a part of this time, during the day, from the time you go to work until you are relieved in the afternoon, you are waiting to have a clear track to make this run of ten miles?

Mr. Lea: Yes, we have to wait until we get time to go ahead of the passenger train.

Mr. Sheean: Mr. Lea, you say you don't do any switching, and you run altogether about forty miles during the day, so that, if there is no switching done, and your total run is only forty miles in this spread of time, you are waiting for the chance to make the run back and forth between those yards, are you not?

Mr. Lea: Yes, sir.

Mr. Sheean: A considerable part of the time?

Mr. Lea: Yes, sir.

Mr. Sheean: That is all.

RE-DIRECT EXAMINATION.

Mr. Stone: During that time you are waiting, Mr. Lea, you are on duty all of that time, are you not?

Mr. Lea: Yes, sir.

Mr. Stone: And held responsible for the engine?

Mr. Lea: Yes, sir.

Mr. Stone: Coming back to the question of selecting that run, in regard to that, you selected it because it was one of the best runs there was in that class of service?

Mr. Lea: Yes, sir.

Mr. Stone: I think you said in reply to Mr. Shecan's question, that, after you had made those two round trips, you took a train from one part of the yard to another. Is it not a fact, that they are separate, those North Western yards, in the classification of the North Western; one is known as the break up yard and the other is known as the swamp yard?

Mr. Lea: Yes, sir.

Mr. Stone: Going back to that question of holding seniority on both the road and in the yard, is it not a fact that, on the North Western, for a number of years, on the Wisconsin Division, the men held rights, both in the terminal and on the road?

Mr. Lea: Yes.

Mr. Stone: In other words, is it not a fact, that that company segregated the yard from the road service, a few years ago?

Mr. Lea: Yes, sir.

Mr. Stone: And compelled the men to make their choice as to which one they wanted to go to?

Mr. Lea: Yes, sir.

Mr. Stone: It was not the request of the men?

Mr. Lea: No, sir.

Mr. Stone: It was forced on them by the company?

Mr. Lea: Yes, sir.

Mr. Stone: That is all.

Mr. Park: At the time that separation was made, could you not have stayed in road service, if you had so elected?

Mr. Lea: I think so. I didn't make any application.

Mr. Park: That would have made you eligible to any train in road service, under the order of your seniority?

Mr. Lea: Yes, sir.

Mr. Park: That is all.

The Chairman: Anything further?

Mr. Nagel: Mr. Lea, you are clear that if you were to

devote sixty hours at 45 cents, you would rather do the work in six days of ten hours each than in five days of twelve hours each?

Mr. Lea: I would, yes.

Mr. Nagel: You think that is the universal opinion?

Mr. Lea: I think it is.

Mr. Nagel: But, it is true, is it not, that there are situations where the ten hour a day rule can not be literally observed, and where the situation has to be met by the allowance of overtime?

Mr. Lea: I don't know as to that.

Mr. Nagel: Are there not situations where it would not be feasible to have the engineer leave his engine, at the end of ten hours?

Mr. Lea: Well, I couldn't say. It seems to me as though it could be arranged, all right.

Mr. Nagel: Is it the purpose of your demand here in asking for an allowance for an overtime, to secure compensation for work beyond ten hours, and also to discourage the practice of keeping men engaged after ten hours?

Mr. Lea: Yes, sir.

Mr. Nagel: Would it be feasible at all, to have the different assignments among engineers rotate from time to time, instead of keeping one engineer at the same assignment all the time?

Mr. Lea: Would it be?

Mr. Nagel: Would it be feasible to have assignments rotate so as to give engineers the night work for a time, and day work for a time?

Mr. Lea: I don't think it would be agreeable to the men.

Mr. Nagel: Pardon?

Mr. Lea: I don't think it would be agreeable.

Mr. Nagel: It would interfere with seniority, would it not?

Mr. Lea: Yes, sir.

Mr. Nagel: Is that the only objection to it?

Mr. Lea: No, I think there would be other objections.

Mr. Nagel: Practical objections?

Mr. Lea: Yes, I think so.

The Chairman: I cannot get many of your answers. I wish you would speak a little more distinctly.

Mr. Nagel: Would it lead to confusion?

Mr. Lea: I think it would.

Mr. Nagel: In other words, you think it would meet with practical objection and practical difficulties.

Mr. Lea: I didn't get that.

Mr. Nagel: You think it would meet with practical difficulties?

Mr. Lea: Yes, I think it would.

Mr. Nagel: It not only would be undesirable on the part of the engineers themselves, who want to keep the positions they have, but it would not operate satisfactorily so far as the management itself was concerned?

Mr. Lea: Well, I don't think it would.

Mr. Park: A little louder, please.

Mr. Lea: I don't think it would be satisfactory to the men; neither do I think it would be to the best interests of the company.

Mr. Nagel: You don't think it would?

Mr. Lea: No.

Mr. Nagel: That is all.

The Chairman: Call your next witness, Mr. Stone.

Mr. Stone: That is all.

(Witness excused.)

Mr. Stone: Before calling the next witness, I should like to offer as Exhibit 16, a photographic copy of an exhibit that was filed by the Conference Committee of Managers in the recent arbitration with the Trainmen and Conductors, in the Eastern Territory.

In explanation, I want to say that I have not checked these rates at all. I take it for granted, of course, that they are correct, because they were presented as an exhibit by the Conference Committee of Managers; and these are simply **photographic** reproductions made on a photostat, reading, as follows:

“Conference Committee of Managers. Eastern Territory. New York. Present rates of pay, Conductors and Trainmen. Western Territory. Switching service.”

It is introduced, for the purpose of showing to the Board, the fact that conductors and switchmen in yard service at night, are paid a higher rate in the Western territory. You will see

the rate running all the way through. It was introduced by the Managers as one of their exhibits. I only have two extra copies, Mr. Shecan.

Mr. Shea: Mr. Stone, does this cover all roads in the present Arbitration?

Mr. Stone: I have not checked it, but I think so. I am requested, by the other side, to make it very plain that it was a different Conference Committee of Managers that presented this exhibit, from the ones here.

Mr. Shea: Probably, Mr. Stone, the situation was entirely different at the time this was presented.

Mr. Stone: Yes, it was different then. They were trying to prove that the Eastern men were not entitled to anything. We are simply using, therefore, some of their own ammunition.

(The document, so offered and identified, was received in evidence and thereupon marked "Employes' Exhibit No. 16, December 10, 1914.")

Mr. Stone: Now, Mr. Chairman, I had expected to continue with the present switching engineers, but, unfortunately, two of the men are not here; so I am going to digress and put on a man from heavy freight service. I will call Mr. Jones.

I want to say, Mr. Chairman, for Mr. Jones, that he comes from the Shasta division of the Southern Pacific, what is known as the Tunnel Division. And, I will say this while he is living,—you know we generally wait until a man is dead and then say nice things about him; here is one of our crack men. There may be other engineers just as good; there are no engineers any better.

C. R. D. JONES was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stone: Now, Mr. Jones, I hope you will talk loud enough so they can hear you.

Mr. Jones: All right. I will make an effort.

Mr. Stone: You will talk louder than that if you do. This is digressing for a minute, but the thing that impresses me is the weak voices our engineers have here. But, when you get them out in actual practice they can tell a conductor what they

think of him forty cars away and they can hear them all the time.

Mr. Nagel: We do not need as impressive a method as that.

Mr. Stone: Mr. Jones, what class of service are you in?

Mr. Jones: Helper service.

Mr. Stone: That is, freight and helper service?

Mr. Jones: Freight, passenger and all kinds of service.

Mr. Stone: How long have you been in this service?

Mr. Jones: In this service, about three years.

Mr. Stone: When you say helper service, I think perhaps you had better explain to the Board what you mean by helper service.

Mr. Jones: I am assigned to service, working on a schedule of ten hours a day or less; and the purpose of the helper engineer is to assist all trains over the grade, either freight or passenger.

Generally there are a number of men assigned to this service at different helper stations, and they run first in first out, as it is called in this service. I may help a passenger train on the first trip on the front; and on the second trip I may be on the rear end of a passenger train, and on the first trip I might be fourth to the end of a freight train, and on the second trip I might be the fifth engine on the freight train. It depends altogether on the service we are called upon to perform.

Mr. Stone: And you have been the sixth engine on a freight train?

Mr. Jones: Yes, I have been the sixth engine on a freight train in this through freight service.

Mr. Nagel: What road is this.

Mr. Jones: Southern Pacific.

Mr. Stone: Shasta Division.

Mr. Jones: Yes, running from Dunsmuir.

Mr. Stone: Running from where?

Mr. Jones: Dunsmuir, California, to Ashland, Oregon.

Mr. Stone: What class of engine do you run?

Mr. Jones: We have three classes of engines in this service. The Consolidation, 22 by 30, 187,000 pounds on the drivers.

Then there are the Mikados, 23³/₄ by 30, 186,000 pounds on the drivers.

Then the superheated Mikado, 23³/₄, 187,000 pounds on the drivers.

Mr. Stone: Don't you have a Mikado weighing 207,000 pounds?

Mr. Jones: No, we have nothing over the 187,000 pounds.

Mr. Stone: Has there been any increase in tonnage rating for these engines since 1910?

Mr. Jones: There has been no change, not as shown by the timetable, but there has through instruction. The Mikado engines have been placed in service on our division since 1910. They handle about 90 M's, over what the Consolidations did at that time.

Mr. Stone: When you say 90 M's, what do you mean by that?

Mr. Jones: Our tonnage is not tons. It is M's; thousand pounds.

Mr. Stone: In other words, you handle 90,000 pounds?

Mr. Jones: Yes, that is, 45 tons more than a Consolidation.

Mr. Stone: I understood you to say that the published rating of the Consolidation engine is the same now as it was in 1910?

Mr. Jones: No, it was 695, I believe, in 1910, and 710 at the present time, if I am not mistaken.

Mr. Stone: Did you always handle the tonnage rating in 1910?

Mr. Jones: No, we handled, as a rule, 85 per cent; but now we take full tonnage, over if necessary, to get the full tonnage. That is slightly. We couldn't pull anything much over 50 M's or we will say 25 tons, something like that. If they put in any more we set out a car.

Mr. Stone: Has there been any material change in conditions on account of the larger engines running through tunnels?

Mr. Jones: Yes, sir.

Mr. Stone: How many tunnels have you on the mountain there?

Mr. Jones: On this one district, 107 miles, there are five tunnels; sixteen on the division of 207 miles.

Mr. Stone: On the Siskiyou grade, how many tunnels have you there, Siskiyou Mountain?

Mr. Jones: We have four.

Mr. Stone: In a distance of what?

Mr. Jones: Seventeen miles—eighteen miles.

Mr. Stone: In the early days when these tunnels were constructed, they were built to fit the power of those days, were they not?

Mr. Jones: Small power, yes.

Mr. Stone: How much clearance have you with the present Mikado engines on a straight track?

Mr. Jones: I should judge, as near as I could judge, there is in the tunnels probably about seventeen to twenty-two inches side clearance, possibly thirty-six inches from the stack to the roof of the tunnel.

Mr. Stone: With that small clearance, don't it get pretty hot on the fourth, fifth and sixth engines?

Mr. Jones: It is impossible to get through there without the assistance of what is called a respirator.

Mr. Stone: I wish you would show to the Board what a respirator is and how it is used in going through a tunnel, if you will.

(The witness here produced a respirator and exhibited the same to the Board.)

Mr. Jones: This is the apparatus we use to go through there.

Mr. Stone: Show them how it works.

Mr. Jones: Inside of that funnel there is a sponge.

Mr. Stone: You wet it with water, or ice, in there in the summer time, beneath the sponge, and then this hose is attached to the main reservoir for air. The air is compressed in this main reservoir for breaking purposes, usually at 130 pounds pressure, so this pipe here enters the reservoir, the air pipe leads from the main reservoir, and when you enter these tunnels you put that up to your face, like that, and regulate the flow of air through here, make it as strong as you can, and that of course, passing through this wet sponge supplies air so as to enable you to breathe when coming through this place. We use it on all engines on freight trains, and the second and third engines on passenger trains.

Mr. Stone: That respirator is furnished to you by the company?

Mr. Jones: By the company, yes, sir.

Mr. Stone: They recognize that it is necessary to use something of that sort?

Mr. Jones: Yes, they find it is if they want to put five and six engines on a train. With the smaller power of years ago of course they did not need that.

Mr. Sheean: Does that cover your eyes?

Mr. Jones: Yes, sir.

Mr. Shea: Just put it on so we can see how it is.

Mr. Jones: Over both eyes.

Mr. Stone: You are blindfolded going through there.

Mr. Jones: You could not see anything anyway, on account of the smoke and steam. We have taken the temperature on the fourth engine. We have never been able to get it for the fifth.

Mr. Stone: What is the matter. Does the thermometer break on the fifth engine?

Mr. Jones: Yes, sir. It registered to 160 degrees on the fourth engine after coming out of the tunnel far enough so that you could read the register, get the register.

Mr. Nagel: Doesn't that metal get hot?

Mr. Jones: Yes, sir. Any part of you that is exposed, if you are over four or five minutes going through that tunnel, will blister.

Mr. Nagel: Have you some special arrangement for fastening that in there?

Mr. Jones: It screws right into a nipple.

Mr. Stone: Connected up with this pipe from the main reservoir?

Mr. Jones: Yes, sir.

Mr. Stone: That main reservoir, whatever comes through there after a while has a little flavor of burnt oil and quite a good deal of heat?

Mr. Jones: Yes. Of course that compresses the air outside of the tunnel, and as the compressor works in the tunnel and compresses this gas, or fumes, or smoke, or whatever is in there, why, it is forced through that sponge, but it is sort of purified in passing through the sponge.

Mr. Stone: It tastes pretty good by the time you get through?

Mr. Jones: It helps some.

Mr. Stone: Do I understand you to say that the record of temperature on the fourth engine was 160 degrees?

Mr. Jones: Yes, sir.

Mr. Stone: In the winter?

Mr. Jones: That is, going through there in about four minutes. If you were six or seven minutes it would run up probably to 190 or 200, somewhere up in there. We have never been able to take it.

Mr. Stone: Have you ever been overcome with heat in this tunnel, or smothered in there?

Mr. Jones: I have. I died once.

Mr. Stone: You were dead all right, were you?

Mr. Jones: I was dead.

Mr. Stone: Explain to this Board what happened?

Mr. Jones: Well, we were on a five engine freight train, I was the fourth engine in the train—and by the way, it was Friday, we had thirteen cars behind the pusher, and we were going to Siskiyou for train thirteen. It all goes to help some. So we never go to this place Siskiyou, that is at the summit, and the switch is right at the east entrance to the tunnel; tunnel 13; the longest tunnel we have, 3,120 feet long. It is a rule, not only with the men, but the company don't want the train to go there to take the siding, but the siding west of this Siskiyou is about a mile and a half from the tunnel, and in leaving this station, White Point, there is a station between White Point and this tunnel, and Siskiyou, where we were to meet this passenger train. We all presumed, or thought, we had ample time to go to Siskiyou and hold the main track against this train 13; but for some reason more time was consumed than we expected, and the head engineer, the leading man, who controlled the train, was in doubt as to whether he would have time to go down the main track and clear this passenger train, so he stopped the head end to take the siding. The two head engines were just outside of the tunnel, just room to clear the track. The three rear engines were in the tunnel. Of course, when the train stopped I realized that we would not get out, and my fireman was noted for having plenty to say, and I thought when he went out it was off, that he was gone. I could not hear him anyway, and then I remembered going over, there was a work train there, and I thought it might be that they had their train up on the siding,

and if that was the case, of course we could not get into the siding; they could not get out of the way, and that we would none of us get out of there alive, so I got off of my engine and started ahead to the third engine, thinking that I could cut the rear end of the train possibly and get out of there, get the train out. Of course, I put my coat over my head—I was wearing a coat and I put the coat over my head. I could not see anything but I was feeling my way along, and I realized that it would be impossible to get to the third engine, so I decided that I would cut my engine and let the fourth or fifth engine get out with the rear portion of the train.

While I was in there of course I left my engine in forward motion with the throttle open, in case they started—of course I would not get out, but the rest of them would get out, whereas if I had left my engine shut off the chances were that they could not have dragged them out, they would have broken in two. So while I was down there trying to cut the engine off, the train started, and of course I was in there somewhere between the pilot and the tank, and the plate on the pilot of the engine caught me just below the knee and I fell forward alongside of the tunnel about I should judge thirty inches or thirty-six inches, maybe between the wall of the tunnel and the rail. As it happened, I fell forward lengthwise of the track with my face in this ditch or drain along the side. The tunnel is more or less damp, so the train pulled out, and after getting out side they missed me, and they came back; but it was about twenty minutes I believe before they could get into the tunnel with fuses and find me, locate me. Of course, it was dark, lots of smoke in there and I had this black coat over my head anyhow, but they finally found where I was lying and carried me outside and placed me in some snow. There was a doctor on No. 13 and he came up and told them how to restore life, if such a thing was possible, but I was afterwards taken home on a light engine and remained in bed three or four days until the company's physician would let me go to work.

That is not the only case. We have had others that have been taken out there, but not quite so bad as my case was. We had one engineer killed there, a number of years ago, in the tunnel, on account of the train breaking in two.

Mr. Stone: How long were you unconscious, Mr. Jones?

Mr. Jones: Well, I should judge—of course I did not regain consciousness, until I arrived home, but after I was in bed at home, I remembered—I had a faint recollection of some things that occurred from the time that I got off of my engine and the time I got home, but I was not rational at all.

Mr. Stone: Have you a photograph of one of those trains?

Mr. Jones: Yes, sir.

Mr. Stone: That is a small reproduction that was made from a postal card someone sent me.

Mr. Jones: This is a six engine train.

Mr. Stone: These are offered, not as exhibits, but simply to show it is the same train?

Mr. Jones: There are three behind and three ahead there, all 22 by 28.

Mr. Stone: In handling those six engine trains, Mr. Jones, they do not handle all the engines together, do they?

Mr. Jones: No, usually put three ahead and three behind.

Mr. Stone: Three in the middle of the train?

Mr. Jones: I mean three in the middle, about two-thirds of the way back.

Mr. Stone: For example, if you had a train of sixty cars you would probably put three engines ahead, then forty cars, then——

Mr. Jones: That train is made up of fifty-four cars, three engines ahead and then thirteen cars behind the three rear engines.

Mr. Stone: They could have made two trains of that very easily, couldn't they?

Mr. Jones: They could have made three trains, two engines on a train.

Mr. Stone: That would require more conductors, would it not?

Mr. Jones: We are handling the same train out of there today with five engines and one train crew that we handled some years ago with nine engines and three train crews. The trains are being handled very economically.

Mr. Stone: This postal card of this passenger train, are these Mikado engines?

Mr. Jones: No, Consolidation, 22 by 30.

Mr. Stone: How many engines do they use on a passenger train on that division now?

Mr. Jones: At the present time they use two superheated Mikados, with twelve cars, where they did use three 22 by 30 Consolidation.

Mr. Stone: These are just simply reproductions of a postal card showing you, with three engines on a passenger train, how they handle those.

Mr. Jones: Is it not a fact that by the handling of trains in this manner, the only saving to the company is the fact that it saves trainmen? There is no saving to the company, is there, outside of that?

Mr. Jones: There is a saving in other ways. It will reduce delay to opposing trains by confining those trains to one train, it will make less delay, make less trains.

Mr. Stone: It is quite common then, in the winter weather, to jump out of those tunnels at 160 degrees and jump right into a snow bank, is it?

Mr. Jones: Yes.

Mr. Stone: Are there heavy snows in the mountains?

Mr. Jones: Yes, we have pretty heavy snow up there, use rotaries on part of the division every winter, I guess, most every winter, run snow plows and flanges.

Mr. Stone: What are the rules of the Southern Pacific in regard to men reporting for duty?

Mr. Jones: Well, to give you an idea of how we are expected to report for duty, I would have to explain just what takes place from the time we are called.

Mr. Stone: All right.

Mr. Jones: After being called, we go to the depot and compare our time with the standard time, register our name on the train register and the time our watch was compared. Then we go to the roundhouse and change our clothes and inspect our engine, see that all supplies and tools necessary are on the engine, all signal appliances, or signals that might be used in the protection of our train; inspect the engine and see that it is in safe condition to make a successful trip. Then you make out a report blank form and sign it, stating that you found the injectors, lubricators, fire box, and in fact everything connected with the engine, in perfect condition, as far as you know.

Then, register at the roundhouse, take the engine out on the table, have it turned, take water, oil around, put the engine on the train, try the air, test the brakes, pump up the brake pipe and auxiliary, and, by that time, if the conductor shows up with the orders, why, we pull the head end of the train up to one end of the yard and couple in the rear end, and then we are ready to go.

Mr. Stone: I wish you would describe for the Board, if you can, without being too long, one of your trips like you make, leaving the terminal, after you are ready to go.

Mr. Jones: One through trip on this division?

Mr. Stone: I think so. I think it would be interesting to them, to show them something that the men have to contend with.

Mr. Jones: Well, we will leave Ashland, Oregon, say at 6:30 o'clock this morning, and we are called and go through this performance that I have just explained.

Mr. Stone: For all this preparatory time do you get any pay?

Mr. Jones: Nothing up to the time you are ordered to leave. If I am called for 6:35 these fifty minutes I put in preparing myself for the trip, that is, from the time I register at the depot until I leave the yard, I get nothing for that, but you are responsible for your engine up to the time you leave the yard, just the same as if you were drawing pay.

Now, after the train is made up and the air is tested by the yard man from the road engine, we pull up the head of the train—that consists of two engines and probably thirty-five cars—until the rear end, with three engines and probably fifteen or twenty cars, can pull out over the switch and couple in.

Then we make what is known, for the protection of everybody and everything connected with the movement of the train, as a rear end plug test. That is, when you get all coupled together and do the necessary whistling, and so forth, we call for what we call the "plug." The brakeman, when he hears that signal, from the rear end, opens the plug and if the reduction is made from the gauge in the lead engine, we have every reason to believe that the air goes through the entire length of the train and can be operated from the leading engine.

Well, we start out and it is about seven and a half miles, I believe—no, it is ten miles to Steinman. We will use probably an hour going that ten miles. Part of the way the grade is light. We would make fifteen or eighteen miles an hour for probably four and a half miles. The rest is a three or three and a half per cent grade. When we get to Steinman we tie the train up with hand brakes, and we cut the two rear engines from the rear portion of the train and they back down and get water. After the train is secured, the two head or leading engines are cut off and they go to the upper tank and get water. After they get water and come back and couple on the train, the rear end backs down below the tank and the third engine is cut off and they back down for water.

Mr. Stone: Explain to the Board—does it bother you to be interrupted?

Mr. Jones: No, sir.

Mr. Stone: Explain to the Board why you do not dare to let go of this train?

Mr. Jones: Well, it is a recognized fact that the cars used nowadays could not be controlled with hand brakes. If the air would leak off the train would start; the grade is too heavy for the cars. I do not believe a hand brake would hold the cars.

After we get the water on the five engines we get coupled up again and we go with our 47 or 50 cars, whatever it may be, to Siskiyou. That is seven and a half miles further west. Then, we cut out the engine from the head end and one from the back end of the train, and the train leaves Siskiyou down a three per cent grade with three engines, two in the rear and one on the head end. When you arrive at Hornbrook, at the foot of the grade, nineteen miles—

Mr. Stone: Before you arrive at Hornbrook, do you do anything?

Mr. Jones: We stop for inspection along at different places and to cool the wheels.

Mr. Stone: How long do you stop?

Mr. Jones: Ten minutes at a place called Gregory.

Mr. Stone: Down that nineteen miles, on that grade of 3.3 per cent, somebody must do a pretty fancy job of braking, if he gets the train down there.

Mr. Jones: If you neglect your brakes for a minute—1

believe it has been estimated that a train going twelve miles an hour, down a three per cent grade, without brakes, will go forty miles an hour in a minute, and with these ten to fourteen degree curves, I don't believe the train will stay on the track.

Mr. Stone: It is necessary to release in order to recharge your train line?

Mr. Jones: Yes, out of the nineteen miles there is a flat of three miles and a half, and the applications of the brake will run anywhere from 70 to 110 times. That is, you are applying and releasing the brakes from 70 to 110 times within an hour and twenty or twenty-five minutes. It is just applying them thirty-eight per cent of the time and releasing them about sixty-two per cent or whatever it would figure out.

Well, now, where did we get to, Hornbrook?

Mr. Stone: We are still going down the grade.

Mr. Jones: When we arrive at Hornbrook we cut the engines out, go out and get oil and water, and there will probably be a message there to take up what cars are at Hornbrook, which may be five or may be ten, and you will leave there and go through the same procedure that you do to get out of any terminal, by making tests, and so forth, and then you go over to Snowden, and then you will probably cut one engine out there, and you will get a message to take what cars are at Montague, that is a station east of Snowden, and pick up probably two or three helpers at Edgewood, and one brakeman, and take what cars are at Edgewood, which would probably fill your train out to 65 or 68 cars, and then over to Blue Butte Summit, another point on the division, and you would get an order to cut out possibly three engines, and simply run them light to Dunsmuir, leaving two engines with the 68 cars, with an order to fill out to 71 cars at Sisson, that is 68 miles east of Dunsmuir, and with the two engines and 71 cars and four brakemen, you would go into Dunsmuir. In that time you would probably have consumed from eleven to thirteen or fourteen hours.

Mr. Stone: What is the mileage?

Mr. Jones: 107 miles.

Mr. Stone: What is the responsibility of the engineer on a train like this, in approaching yard limits?

Mr. Jones: Well, it is a pretty great responsibility, very great. Now, taking it on a grade where Rule 93 applies, where

stations are protected—all trains between switch and yard limit boards, protected under Rule 93,—it would be impossible to control that train and observe that rule, in certain kinds of weather. In foggy weather you realize that with a train moving at twelve miles an hour, when the brakes were released, it would require some 35 or 40 seconds, after making a ten pound application of brakes, to restore the air in the brake pipe, and have the pressure in the brake pipe and auxiliaries so the pressure would be in condition to make another application of the brakes. While moving at four miles an hour or if a train was moving at two miles an hour, in foggy weather, where it is impossible to see over a car length ahead of you, you could not possibly manipulate that air brake and control that train and avoid the responsibility of a collision under those conditions—it could not be done, because you could not stop that train in the car length you would have to stop it in.

Mr. Stone: In other words, after that brake line has been run down by a ten pound reduction and released, you cannot again apply the brakes until you have allowed perhaps thirty seconds to pass to recharge?

Mr. Jones: No, it is not the pressure in the brake pipe that sets the brake, it is the pressure in the auxiliary reservoir, and you must make a reduction in the brake pipe below the auxiliary pressure before you can open up the connection between the auxiliary and the brake cylinder, and that requires time.

Mr. Stone: Are all these engines in the mountain service oil burners, at the present time?

Mr. Jones: They are, yes, sir.

Mr. Stone: Do you find it is as bad going through the tunnels with the oil as with the coal?

Mr. Jones: Well, I think it is worse than it was with the coal.

Mr. Stone: Why?

Mr. Jones: Well, the gas that is thrown off from the oil affects the men, I believe, more than the coal did. Now, in going through these tunnels you are unable to see anything, you cannot see anything from the time you enter those tunnels until you are outside. These firing valves that the firemen operate in a desire to keep this smoke down as much as possible, so as

to make it possible to go through there, there are times when one of these men on one of these five engines will cut the fire down too low, and, when you do, of course, that gas is something terrible, that is all.

Mr. Stone: Have you noticed any difference, Mr. Jones, in the cost of living between, say, 1909 and 1910, and now—have you noticed any difference in the cost of living in that period?

Mr. Jones: Yes, there is a difference in the cost of living, from a railroad man's standpoint. At places where a few years ago, two or three years ago we were served with 25 cent meals, I notice now that generally the things we order, ham and eggs and bacon and eggs and things like that, that we used to get for 25 cents, we now pay 35 cents for. The meal we formerly got for 25 cents, what was called a regular dinner, is still advertised as a 25 cent meal, but where we used to get a plate of soup and a dessert, we now get the soup for five cents extra and the dessert for five cents extra, making a meal cost 35 or 40 cents, which means from nine to twelve or fifteen dollars a month extra—it is not much for a meal, but at the end of the month, where you eat three meals a day, it amounts to considerable.

And I might speak of the beds, too. The beds that are furnished at the Weed Hotel in Dunsmuir—that is about the only place where you can get a room, the 25 cent bed, no man that has any respect for his person at all would sleep in those rooms, for there is absolutely no ventilation whatever; and the room that you can get for fifty cents, that we used to pay 25 cents for, is usually in a court, over a Chinese kitchen, and there are certain times of the year when it is impossible to stay there unless you use one of these respirators.

Mr. Burgess: May I ask to what place you would attach this pipe under those circumstances?

Mr. Jones: You would have to arrange some kind of connection from the roundhouse over there.

Mr. Stone: I think that is all.

CROSS EXAMINATION.

Mr. Sheean: When was it, Mr. Jones, that this accident or injury was sustained by you?

Mr. Jones: I think it was the 24th of February, 1913. Now, I won't be sure as to that, but it was either 1912 or 1913,

the 24th of February. Wait a minute, I think I have it here. (After examining paper). February 20th, 1913, along in there somewhere.

Mr. Sheean: Now, the respirators that you have described here have been in use out on that division since long prior to 1910, haven't they?

Mr. Jones: Yes, I think it was in 1909 when they were introduced there. We used, prior to that time, when the trains weren't so heavy,—we used to go through by wetting a sack or a coat or carrying a sponge, and, by going through with a train of lighter tonnage, we would get through more quickly.

Mr. Sheean: And these respirators were furnished by the company back in 1909?

Mr. Stone: Yes, sir.

Mr. Sheean: And, after the accident to you, their use was made compulsory, wasn't it,—an order was issued?

Mr. Jones: Yes, an order was issued. I will tell you why some men objected to using these, and once in a while you will get a man out. It was rumored, and, it was the opinion of a great many, that the fumes pumped into this main reservoir and forced in through this small pipe—of course, you understand, there is a circulation there and when you get 130 pounds pressure there with that small pipe up to your face, it was the opinion of some that eventually those fumes would affect your lungs.

Mr. Sheean: At the time you exercised your seniority, your seniority rights, and selected the helper work through these tunnels, these large engines and these respirators were already in use on that division?

Mr. Jones: Yes.

Mr. Sheean: And, at the present time it is a fact, isn't it, that there is under construction, and many millions of dollars have been expended on both sides of this long tunnel in the construction of a new track that will eliminate this very tunnel that you are talking about?

Mr. Jones: I don't understand it that way.

Mr. Sheean: You do know, do you not, Mr. Jones, that there has been constructed from Edgewood, out as far as Ridge City, about forty-five miles of railroad?

Mr. Jones: No.

Mr. Sheean: Out of Eugene, I should have said.

Mr. Jones: I understand that there is a road being constructed out that way.

Mr. Sheean: That there has actually been constructed?

Mr. Jones: I have not been up there.

Mr. Sheean: And from Weed out as far as Williamson's River, 160 miles have actually been built in that direction?

Mr. Jones: Yes, sir.

Mr. Sheean: And that, when the gap between those two points is filled, this particular part of the Southern Pacific, where this tunnel that you have been describing is located, the trains will run around by this new line?

Mr. Jones: Well, now, I understand—I don't know what the plans of the company are, of course—I am not in a position to know—I understand that road will not be from Klamath Falls on out and connecting at Eugene. It may be, but I do not understand it that way.

Mr. Sheean: You do know that there has been built in one direction about 160 miles and in the other about 45 miles?

Mr. Jones: As to the road to Klamath Falls I know that to be a fact, I have been over it as far as Klamath Falls. The other way I don't know about.

Mr. Sheean: The part you have been over is about 160 miles?

Mr. Jones: Yes, it is 86 miles from Weed and—

Mr. Sheean: Then, from Eugene, you know a road has been built in a general direction that would meet this other?

Mr. Jones: No, I don't know that, because I haven't been there.

Mr. Sheean: You don't know just how far it extends, but you do know that some sort of railroad is being built in that direction?

Mr. Jones: No, I don't know that it has been built, because I have not been there and I could not say as to that.

Mr. Sheean: This tunnel that you have described here, and its conditions and all, is on this 3.3 per cent grade, which is between Eugene and Weed?

Mr. Jones: Yes.

Mr. Sheean: So that, if, in fact, a new railroad or a railroad is under construction from Weed, at the one end, and

from Eugene, at the other, and if that does connect, it will operate between the same points where this tunnel which you have described is now located?

Mr. Jones: Yes, but I doubt if that would relieve the conditions.

Mr. Sheean: Well, it would if they abandoned that tunnel?

Mr. Jones: It would, if they did abandon it—if they did.

Mr. Sheean: Now, the tunnel was there and the conditions were there in 1909, practically the conditions that you have described now, except in the increase in size and weight on drivers—size of the engine?

Mr. Jones: Yes.

Mr. Sheean: How long have you been an engineer, Mr. Jones?

Mr. Jones: Well, I have been an engineer eighteen years, but only for the Southern Pacific thirteen years, a little over thirteen years, about thirteen years and three months.

Mr. Sheean: You have been an engineer all told eighteen years?

Mr. Jones: Yes.

Mr. Sheean: How old are you now, Mr. Jones?

Mr. Jones: Forty.

Mr. Sheean: So you became an engineer at twenty-two?

Mr. Jones: Yes.

Mr. Sheean: And have been running a road engine for about how long?

Mr. Jones: For the full time, eighteen years—well, I was on a switch engine possibly six months after I was promoted. I doubt if it was that long.

Mr. Sheean: You have been thirteen years on the Southern Pacific?

Mr. Jones: Yes, sir.

Mr. Sheean: Your seniority rights cover what territory?

Mr. Jones: Well, now only between Dunsmuir and Ashland, and as far north as this new road you speak of, to Klamath Falls.

Mr. Sheean: As far north as they have completed that branch?

Mr. Jones: Yes.

Mr. Sheean: What do you call it?

Mr. Jones: Klamath Falls.

Mr. Sheean: You have seniority rights that may be exercised over that branch as far as it is built, or whenever it is operated, in case you elect to take them?

Mr. Jones: As long as it remains under the supervision of our present superintendent, I would have.

Mr. Sheean: You say now that your seniority rights are limited to that particular territory?

Mr. Jones: Yes, sir.

Mr. Sheean: What other territory did they ever cover?

Mr. Jones: Well, we used to hold rights from Sparks, Nevada, to Ashland, Oregon. That took in the Sacramento Division and the Shasta Division, what is now split—made into two divisions.

Mr. Sheean: And when did you elect as to the particular part of the system on which you would retain your seniority rights?

Mr. Jones: Well, when I first went to work for the Southern Pacific at Sacramento, I was on the extra list and of course I ran over the Sierra Nevadas, through the snow sheds, from Sacramento to Truckee, and over in that country. At that time all engines were overhauled on the Sacramento Division and delivered to different parts of the system, and it was pretty hard to get a man who would start out of Sacramento and probably go a thousand miles, over a piece of road he had never been over, with a new engine; so I did that work for possibly a year, and it kept me away from home—I would go on a trip and probably be gone ten days or two weeks—so I took the run over in the sheds, on the east end, between Sparks, Nevada, and a place called Blue Canyon. I remained there until there was an opportunity to take a run on this north end of the Shasta Division; I exercised my rights and bid in this run, and the division was changed a few days after I bid in the run, and of course I was shut off the Sacramento Division.

Mr. Sheean: When was that?

Mr. Jones: About 1907.

Mr. Sheean: And you have been on this Shasta Division as you call it, since 1907?

Mr. Jones: Yes, sir.

Mr. Sheean: About what territory does that cover, between what points?

Mr. Jones: From Red Bluff, California, to Ashland, Oregon, 206 miles of main track.

Mr. Sheean: And over that 206 miles you may exercise your seniority rights, on any part of it?

Mr. Jones: Yes, sir.

Mr. Sheean: And you have exercised them by selecting this run on these 107 miles, where these tunnels are located?

Mr. Jones: Yes, sir, there are tunnels on the other division, too—on all divisions—not this particular railroad; but the same conditons, I understand, exist in almost all mountain districts.

Mr. Sheean: Have you run over the other part of the division at any time, in the exercise of your seniority rights?

Mr. Jones: I could not. I never bid a run in on the other part of the division.

Mr. Sheean: Is there any tunnel on a 3.3 per cent grade on this system except the one you have described here?

Mr. Jones: Oh, yes, there are four.

Mr. Sheean: Having the same grade?

Mr. Jones: Yes, on this seventeen miles from Siskiyou to Ashland.

Mr. Sheean: How long would they be?

Mr. Jones: They would run from 300 to 3100 feet. That is about the average.

Mr. Sheean: Well, thirty-one hundred is the one you have described here.

Mr. Jones: Yes, that is the longest tunnel.

Mr. Sheean: That is the longest tunnel?

Mr. Jones: Yes.

Mr. Sheean: What is the next longest one?

Mr. Jones: Well, I don't know, I think tunnel 14. Maybe I have it here somewhere. Yes; tunnel 14 is 1119 feet.

Mr. Sheean: And the next one, closest to it?

Mr. Jones: The next longest one is 411 feet.

Mr. Sheean: 411 feet?

Mr. Jones: Yes. The next is 354.

Mr. Sheean: And then from there on down?

Mr. Jones: Yes, then the next was 258.

Mr. Sheean: Mr. Jones, where is tunnel 15?

Mr. Jones: Tunnel 15 is below Steinman; that is a short tunnel, but it is hotter than—

Mr. Sheean: What is the length of that?

Mr. Jones: 258 feet. That is, it measures that, but, if you go through there on a third or fifth engine, it is about seventeen hundred and fifty-eight.

Mr. Sheean: What is the grade there?

Mr. Jones: It is a very slight ladder. It is 3 per cent, anyhow, through this tunnel.

Mr. Sheean: You have described the trip going one way, and not on your helper trip, I believe.

Mr. Jones: Yes.

Mr. Sheean: What did you do coming back?

Mr. Jones: You have practically the same thing, but it is going east where you assume the hazard passing through this long tunnel. It is up grade going east on your return trip. That is the long tunnel.

Mr. Sheean: It takes you about the same length of time on the return trip?

Mr. Jones: About the same, yes.

Mr. Sheean: You make the run in one direction in one day, and the return trip the next day ordinarily?

Mr. Jones: Ordinarily, that is when business is good they generally go over the road and make probably twenty-seven days out of thirty.

Mr. Sheean: What became of your helper engines you say were ordered to be cut off at a certain point on this trip?

Mr. Jones: Well, helper engines out of Ashland will go on to Siskiyou, or possibly return to Ashland to help other trains in the ten hours. We might make two trips, we might make three trips, we might make four.

Mr. Sheean: You are describing the case of one engine which runs all the way through from one end to the other?

Mr. Jones: Yes.

Mr. Sheean: Is your assignment on the helper or on the one that goes all the way through?

Mr. Jones: My assignment is on the helper, but previous to this time I was running through on this through freight, both in the through freight service and passenger service, as late as

a month ago. That is, I change off with the through men there.

I am Local Chairman there, and when the men tell me that conditions are so and so—well, you understand, our organization tells us to do as we are instructed. It don't make any difference what the hazard or what the responsibility is, they will tell you to do as you are instructed, and they will try and fix conditions up so that it will be possible to obey these instructions. Now, the men will tell me that the conditions are so and so. That it is impossible to handle these seventy-one car trains, and so forth and so on.

Well, as Local Chairman, and looking out for the interests of the Engineers, and for their protection, and to fit myself so I can go before an official and explain as to any irregularity on the part of the men, there, I change off and go over the district and handle these trains myself, so that I am in a position when I get before this official, so that he cannot say to me, "What do you know about this? You have not been on a through train in a year."

Mr. Sheean: What I want to get at, Mr. Jones, is this, your description here was the coming back of the through train all the way through, and not the description of the helper.

Mr. Jones: No, that is the through run.

Mr. Sheean: I understood Mr. Stone to say at the time you came upon the stand, that you were in the helper service.

Mr. Jones: I am in all services. I make it my business to be.

Mr. Sheean: I understand that, Mr. Jones, but, what I want to make clear here is that what you have described is the trip of a man who was in the through freight from one terminal to the other.

Mr. Jones: Yes.

Mr. Sheean: Will you please tell us just what the work of the helper would be, where on that run the helper's work is, and where the helper engine is, and where the helper engine is released from the train, and what it does.

Mr. Jones: Well, there are two helper engines, what we call the Ashland helpers, on that westbound train out of Ashland. One will be the first engine out, and he will handle the train to the summit, seventeen miles. The second Ashland helper will be placed third in the train, or first out ahead of the rear engines.

When you get to Siskiyou you cut out that head engine, and he will probably go back to Ashland to help another train. The second Ashland helper will probably go out and help this train to Hornbrook, nineteen miles at the foot of the grade, west, and return on some other train to Ashland.

Mr. Sheean: And will be held there until it meets—

Mr. Jones: Will be held there until a train arrives, or until there is a call for it.

Mr. Sheean: With which it is to return?

Mr. Jones: Yes. To give you an idea about how a man works on that run, if he was called to leave Ashland at 6:35 this morning, to help a westbound freight, he would arrive at Hornbrook about 11 o'clock, that is thirty-six miles from Ashland. He would be held there until 1:50 P. M., and would return on a passenger train back to Ashland, and put up at his terminal unless he was needed for further service that day.

Mr. Sheean: About what time, leaving there at 1:50 with this passenger train, would he get back to this terminal?

Mr. Jones: At 4:30, and he would be relieved at 4:40.

Mr. Sheean: Relieved at 4:40?

Mr. Jones: Yes, about 4:40. They make a quick relief when you get in. There is no delay when you get in; they get you to the roundhouse as quick as possible. You consume about ten minutes.

Mr. Sheean: The district just west of Dunsmuir, over which you have seniority rights, is practically a level district, is it not?

Mr. Jones: Yes, sir, I think the greater part of it is almost level.

Mr. Sheean: You have seniority rights over all of that?

Mr. Jones: Yes, sir.

Mr. Sheean: The maximum grade on that is one per cent, isn't it?

Mr. Jones: A little over one per cent; the grade isn't bad at all. Two engines handle fifty or sixty cars.

Mr. Sheean: There are none of the tunnels you describe, there?

Mr. Jones: There are tunnels down there, yes, several tunnels.

Mr. Sheean: Well, of the same kind and character as the ones you described here?

Mr. Jones: No. You go through them and make better time, of course.

Mr. Sheean: How long are they over there?

Mr. Jones: They run about like the others, all the way from two hundred to maybe eight hundred feet, something of that kind. They are shorter, of course; there are none of them thirty-one hundred feet long.

Mr. Sheean: No, there are none of them a thousand feet long?

Mr. Jones. No.

Mr. Sheean: You could, at the present time, if you preferred, take a run on the west part of this division, could you?

Mr. Jones: No, I wish I could.

Mr. Sheean: You are not in a position to bid on that?

Mr. Jones: No, I haven't been there long enough.

Mr. Sheean: Now, Mr. Jones, how many engineers are there on the west part of this division, now holding positions there?

Mr. Jones: Well, in freight there are seven.

Mr. Sheean: And in passenger?

Mr. Jones: In passenger, let's see; I think eight. Let's see, there are the three through runs and the local or way freight that would make eight passenger engineers; and eight freight engineers, and two engineers ordinarily on the local service, way freight—No, there are three; two between Dunsmuir and Reading and one between Reading and Red Bluff.

Mr. Sheean: Making how many engineers all told on that division?

Mr. Jones: Eighteen men.

Mr. Sheean: Eighteen altogether?

Mr. Jones: Yes, on that west end.

Mr. Sheean: On the west end?

Mr. Jones: Yes.

Mr. Sheean: That includes all who are working on that end?

Mr. Jones: I think so, all on that end.

Mr. Sheean: It includes the total number of men assigned there?

Mr. Jones: I think so, yes, sir.

Mr. Sheean: It is your understanding that you have no right at the present time to bid in any run on that part of the division?

Mr. Jones: I don't think there is a run on that part of the division that I could hold, except the run between Reading and Red Bluff, and that is a night run, and I would not want to accept a run of that kind.

Mr. Sheean: A night run of how long?

Mr. Jones: It is the night run and it pays very little money. You leave Reading, we will say about—well, say 11 o'clock. I don't know just what the hours are, but you leave there about 11 o'clock in the evening and go to Red Bluff and get in there about 3 o'clock in the morning. You are four hours going down. For that four hours you get fifty miles. Now, they will hold you there from 3 o'clock in the morning until 7 o'clock, expecting to get out every minute, and that time is deducted, you don't get anything for that. But, you leave there at 7 o'clock and get back at 11, and you have made eight hours, been on duty twelve hours, and you get \$5.57 for the time. So I don't want a job like that.

Mr. Sheean: Your pay on that run would pay you five dollars and what?

Mr. Jones: Fifty-seven cents.

Mr. Sheean: A day?

Mr. Jones: A day.

Mr. Sheean: That runs every day, does it?

Mr. Jones: Every day.

Mr. Sheean: That doesn't appeal to you?

Mr. Jones: And that is night work, and practically no rest.

Mr. Sheean: I thought you said there were three hours, or four hours, or five hours, in between?

Mr. Jones: In between intermediate trips, yes.

Mr. Sheean: And the total time you were running was how much?

Mr. Jones: Well, say eight hours, and you would be gone twelve hours from the time you left home. That is, you would be on duty about thirteen hours, including preparatory time, in making this \$5.57.

Mr. Sheean: How long would you be running?

Mr. Jones: In actual movement, or road service?

Mr. Sheean: Yes.

Mr. Jones: Eight hours.

Mr. Sheean: A distance of what?

Mr. Jones: A distance of— Well, I will have to figure how far that is.

Mr. Sheean: Approximately, I mean.

Mr. Jones: It is about eighty miles for the round trip.

Mr. Sheean: What is it?

Mr. Jones: About forty miles each way.

Mr. Sheean: About forty miles each way?

Mr. Jones: Yes, about forty miles each way, that makes eighty for the round trip.

Mr. Sheean: What length of time does it take you to run that forty miles?

Mr. Jones: No, hold on; it is thirty-six miles. That would be seventy-two miles.

Mr. Sheean: How long is that run, or how long does it take you to run that thirty-six miles?

Mr. Jones: Oh, you would probably be four hours going up there, thirty-six miles.

Mr. Park: Haven't you the schedule there? That shows it exactly.

Mr. Jones: Yes, I think we have the schedule. They leave Reading at 6:26, and arrive at Red Bluff at 9 P. M., two hours and forty minutes. You understand that is the way freight, and it depends altogether on how much work they have, but it is safe to say they never make that schedule.

Mr. Sheean: Going up, what is the time? You said you left at 1 o'clock.

Mr. Jones: This is the time table, and they never run on time, they are never on time, that is the way freight; but they are scheduled to leave Reading at 6:26 P. M., and scheduled to arrive at Red Bluff at 9 P. M. But, they don't make it. That is the schedule, but they won't be on time once in a year.

Mr. Sheean: What is the time of the run in the other direction?

Mr. Jones: Leave 9:30 P. M., and arrive at Reading at 11:45 P. M.

Mr. Sheean: What does this through freight run that you have described here ordinarily pay, from month to month?

Mr. Jones: Well, the way business is now, I think those men on this run, the way business has been the last three months, have averaged probably—well, they are permitted to make under our arrangement, \$179.10.

Mr. Sheean: Well, "Under our arrangement," just what do you mean by that?

Mr. Jones: Well, we try to tide these men over through the dull season by dividing the work up among our men, so that they can all work.

Mr. Park: That is, you limit them to \$179.10?

Mr. Jones: Yes, we limit the work to \$179.10.

Mr. Sheean: How long has that limitation, limiting them to \$179.10 been in vogue there?

Mr. Jones: About a year.

Mr. Sheean: About a year?

Mr. Jones: Yes.

Mr. Sheean: About how long after the claims were presented, or this schedule was presented, was it that the organization limited the earnings of the men on that run to \$179.10?

Mr. Jones: We never got regulated, or got this arrangement in effect until about—Oh, I guess it has been six months ago that we got down to where we could handle it as we wished.

Mr. Sheean: That is done by the organization there?

Mr. Jones: Yes.

Mr. Sheean: Of which you are chairman?

Mr. Jones: Yes.

Mr. Sheean: Of having the man lay off after he has earned \$179.10?

Mr. Jones: We try to arrange it so he cannot make more than that; we put other men on the run. Instead of having seven men, we would put in eight men, if we should see that the mileage was going to increase.

Mr. Sheean: That is what I mean, Mr. Jones; by increasing the size of the board?

Mr. Jones: By increasing the number of men employed.

Mr. Sheean: Increasing the number of men employed?

Mr. Jones: Yes.

Mr. Sheean: And that is placed entirely in the hands of the organization?

Mr. Jones: Well, now, you understand, that it must be approved by the officers. I can make the request—

Mr. Sheean: Yes, I understand that.

Mr. Jones: —and show the Master Mechanic where there is another man should go into this pool in order to keep the men in service, but if he don't want to make the arrangement he don't have to, but he always has.

Mr. Sheean: How many trips on that run does it take to make this \$179.10?

Mr. Jones: It pays \$8.24 each way over the division.

Mr. Sheean: \$8.24?

Mr. Jones: Yes, for ten hours and forty minutes service, not counting preparatory time. There is an hour there you can figure; fifty minutes and ten minutes, that is eleven hours and forty minutes.

Mr. Sheean: From the hour that you start in, at 6:35 did you say in the morning?

Mr. Jones: You would be on duty then at 5:35. That is when you would go on duty, but you would be paid from 6:35.

Mr. Sheean: 6:35 is the time to leave?

Mr. Jones: Yes.

Mr. Sheean: What time are you released?

Mr. Jones: If you made the trip without getting overtime, you would necessarily get in about 4:35, or 5:15; you would be relieved at 5:25.

Mr. Sheean: Relieved at 5:25 in the afternoon?

Mr. Jones: Yes.

Mr. Sheean: Being ready to leave at 6:35 in the morning?

Mr. Jones: Yes.

Mr. Sheean: On the run which you have described here, there is paid to the engineer \$8.24?

Mr. Jones: For that service, yes, sir.

Mr. Sheean: And made every day when, as you say, business was good; it has sometimes been made running in one direction one day and back in the other direction the next day?

Mr. Jones: You couldn't run every day on that division because you couldn't always get in under the Hours of Service

Law and get your rest; and if you could, you couldn't stand it anyway.

Mr. Sheean: At the time this proposition was presented, Mr. Jones, is it not a fact that the men on that line were earning regularly about \$200 a month or more?

Mr. Jones: About \$200 a month, yes.

Mr. Sheean: And it is since you have presented the claims here, that the arrangement has been made with your local there to keep the earnings down to \$179.10?

Mr. Jones: No, we hadn't that in view at all. It was to furnish employment for as many of our members as we could, and to divide the work up in dull times.

Mr. Sheean: I did not mean anything by the particular language I used, Mr. Jones.

Mr. Jones: Yes, I understand.

Mr. Sheean: But during dull times you keep it down to \$179.10, and during the times as they existed when this schedule was presented, the men were earning about \$200 a month on that run?

Mr. Jones: Well, they would earn that much if the business was there. If the work was there for them they could earn that much. They would have that opportunity.

Mr. Sheean: At the time that this presentation was made, the operations at about that time were such that the men were earning on this run about \$200 a month, that is the engineers?

Mr. Jones: As I understand you, you seem to think that this western wage movement had something to do with our regulating our crews to keep the wages down.

Mr. Sheean: No.

Mr. Jones: It did not, because we have men today, in the face of all this, who, if you took the bridle off and let them go, they would make \$300 a month if it was possible to do so. Of course, they could not, but if it was possible, they would work until they fell off their engines, probably.

Mr. Sheean: What I want to get at, Mr. Jones, is that under the present situation, or in times of distress, when you limit the amount that a man shall make, you limit the man on this run to \$179.10; while, in the conditions that did exist at about the time that the claims were presented, they were earning at that time about \$200 a month?

Mr. Jones: Yes, sir, about that.

Mr. Sheean: And, for some time previous to that, that was about what they were earning there?

Mr. Jones: Well, it would not run over \$200, I don't think.

Mr. Sheean: Would you think that was about a fair average?

Mr. Jones: I know that is what we tried to establish, the engineers have tried to get that up somewhere near \$200 a month, without killing them. You understand, take it in my position, I am forty years of age and have run an engine eighteen years. Now, under the rules of the company, my record is clear, but if I were dismissed tomorrow, or if I run along successfully for five years more and then am dismissed, my prospect for a job is no good, I cannot get one. The men realize that, and they try to make all the money they possibly can during the period they are working, in order to protect themselves for this time when they may be taken out of the service, fired at an age where it is impossible for them to engage in, or, to learn any other business by which they can earn a living.

Mr. Sheean: Mr. Jones, when you spoke of the places where *meals now are charged for at 35 cents*, where formerly they were 25 cents, are those railroad restaurants that you speak of?

Mr. Jones: No, on that division the railroads don't furnish us meals. It is private concerns.

Mr. Sheean: It is the same about the beds that you spoke of here?

Mr. Jones: Yes, sir.

Mr. Sheean: The places that you lodge?

Mr. Jones: Yes, sir.

Mr. Sheean: So that what you have described about the change in meals, about how much there was in a 25 cent meal now, is by comparison with what there was in 1910, as you found it, in your dealings with restaurant keepers and hotel keepers?

Mr. Jones: Well, yes. You see we have had the same bill of fare for the last twenty years. It is roast beef, boiled beef and so forth.

Mr. Sheean: Just when was it that you paid the extra ten cents for pie and—what was the other thing you spoke of, with

the 25 cent meal, instead of having dessert and something else, what was that—

Mr. Jones: Soup.

Mr. Sheean: When did they make that change?

Mr. Jones: I noticed it a year ago, when I was in Dunsmuir a year ago.

Mr. Sheean: Are you sure that that change was not made prior to the time of the last concerted movement, as to this 25 cent meal, changing it to a 35 cent meal?

Mr. Jones: I could not say as to that; I do not know, but that is the first time I had noticed that this extra charge had been added. They might have added one part of it at that time and the last part this time. I don't know when it was. I have been at home for the last three years.

Mr. Sheean: How is that?

Mr. Jones: I have been at home for the past three years, you may say, on this helper run, and I have not been running around the country very much.

Mr. Sheean: I was wondering, Mr. Jones, whether you knew whether or not this change in the price of meals from 25 to 35 cents, had taken place before the submission of evidence to the arbitrators in 1910?

Mr. Jones: I don't know about that.

Mr. Sheean: Or, whether that has occurred since that time.

Mr. Jones: You understand that extra charge is made for things you need, that you necessarily need to eke out an existence.

Mr. Sheean: All I was getting at is, when the change or shift was made.

Mr. Jones: I could not say as to that.

Mr. Sheean: Probably 1909 or 1910?

Mr. Jones: I don't know.

Mr. Sheean: Or, whether the arbitrators who allowed the increase in wages in 1910 had any presentation of such changed cost of meals to them at that time.

Mr. Jones: I don't know.

Mr. Sheean: That is all.

RE-DIRECT EXAMINATION.

Mr. Stone: Mr. Jones, referring back to that increase in meals, do you think the arbitrators who gave the award in 1910, knew that those Chink restaurants were out on the Shasta Division?

Mr. Jones: I could not say whether they had any knowledge of them being out there or not.

Mr. Stone: I believe you said that this present wage movement had nothing whatever to do with the fact that you put more men in the pool service and reduced wages down to \$179.

Mr. Jones: No, sir, it was simply done to have the men—

Mr. Stone: Simply Christian charity, trying to help the other fellow along until business again becomes normal?

Mr. Jones: Also, it is agreeable to the company. They want to retain these men in the service and have them when business picks up, if it ever does. It may.

Mr. Stone: During that time after you were smothered with the gas coming out of that tunnel, the three or four days you were coming back to life, did the company pay you anything for it?

Mr. Jones: No, sir.

Mr. Stone: Simply complimented you and said you had a splendid heart action?

Mr. Jones: The doctor did.

Mr. Stone: That was the only thing that brought you through, was it not, the fact that you had a splendid heart action?

Mr. Jones: Yes, sir.

Mr. Stone: Is it not a fact that the senior men on those two seniority districts, take the south end just as fast as their seniority will let them go down there?

Mr. Jones: Yes, sir.

Mr. Stone: Is it not also a fact that your hair will be much grayer than it is now, before you will be old enough to bid one of the better jobs on the South District?

Mr. Jones: Yes, sir.

Mr. Stone: Did I understand you to say, that in your preparatory time you act as your own hostler, taking your engine out of the house?

Mr. Jones: I do.

Mr. Stone: So you act as a hostler?

Mr. Jones: Yes, sir.

Mr. Stone: You put in fifty minutes to an hour getting ready?

Mr. Jones: Yes, sir.

Mr. Stone: For which you receive no pay?

Mr. Jones: No, sir.

Mr. Stone: Suppose you were to bid one of those runs, and go down on the other division, is it not a fact that some other man would have to go through exactly what you are describing?

Mr. Jones: Yes, sir.

Mr. Stone: There would be some other man in those tunnels smothering and breathing hot air through a respirator?

Mr. Jones: Yes, sir.

Mr. Stone: Is it not a fact that in case they do build this cut-off and cut out these tunnels, that there are still other tunnels that engineers will have to go through?

Mr. Jones: Oh, yes, no doubt of that.

Mr. Stone: I think that is all, Mr. Jones.

RE-CROSS EXAMINATION.

Mr. Sheean: I just wanted to ask a question or two. When you spoke of not being paid for your preparatory work that you did in preparing your engine, you mean that you are not paid separately for that, and unless it is included in the \$8.24, that you get no special pay for that?

Mr. Jones: Yes, sir. We do not make any notation of this time that we are preparing the engines. If I am called for 6:35 A. M., in making out my trip report, I make no mention of being down there thirty or forty minutes. I say: "Called at 6:35 A. M., departed at 6:35."

Mr. Sheean: Mr. Jones, isn't it good practice, in your judgment, that an engineer should know about the condition of his engine, inspect it, and if satisfied—

Mr. Jones: I think it is absolutely necessary. I would not want somebody to inspect my engine, and I would not want somebody to try my air brake, and then go out and have a collision before I left the yard; but I don't think it is right to do that work without compensation. That was the question.

Mr. Sheean: But, in the building up of rates, whatever the rates are, they have been built upon the theory that part of this work also was, as it always has been, the inspection of the engine, and the trying out of his air, and the preliminaries preparatory to a road trip.

Mr. Jones: That has been considered by the company, I suppose, as a part of the duties of an engineer. If we do that without additional compensation there is no telling where it would stop, how much more we would have to do.

Mr. Sheean: Mr. Jones, there have been, even in your eighteen years of experience as an engineer, a very material lessening and shortening up of the duties that engineers of the old days performed, haven't there?

Mr. Jones: No, I cannot say that there have.

Mr. Sheean: On your system, have there been any changes at all as to the relief of engineers, for light running, setting up wedges, or anything of that kind?

Mr. Jones: Engines nowadays are to pull cars, they are nobody's friends today. All they are for is to pull cars.

Mr. Sheean: But in the old days, Mr. Jones, it was a fact, wasn't it, that some of the things which I have mentioned, were done by the old time engineers?

Mr. Jones: Yes, they were, years ago before they commenced building large engines.

Mr. Sheean: As a necessary and proper part of the work of running an engine on the road, the seeing that supplies are on the engine, the seeing that the air works, the seeing that the injector works, and the knowledge that your engine is in good condition, is a necessary and proper part of the engineer's day's work, isn't it?

Mr. Jones: For the protection of the company, the public and the engineers, it is, and I think he should be paid for that inspection.

Mr. Sheean: When these rates have been agreed upon through all these years that you have had any knowledge of the practical operation of railroads, there has been included in the engineer's day's work as a necessary incident to a run, this work that you speak of; he has done that and sometimes more than that?

Mr. Jones: Yes.

Mr. Sheean: But always has done that, hasn't he?

Mr. Jones: I understand on some roads they don't do it. Your engine is there on the train and you come down and take your engine. I know when I was working at Denver, we used to leave our engine—that has been twenty years ago—we used to drive our engine into the Union Depot, leave our engine there at the Union Depot and go off like a gentleman, and come down next day at 1:30 and find the engine on the train all ready to go.

Mr. Sheean: Do I understand, Mr. Jones, your position to be, that for the protection of the company, the protection of the public, and the protection of the engineer, that the engineer who is going out on a run should make no inspection to see whether things are in proper order?

Mr. Jones: Oh, no.

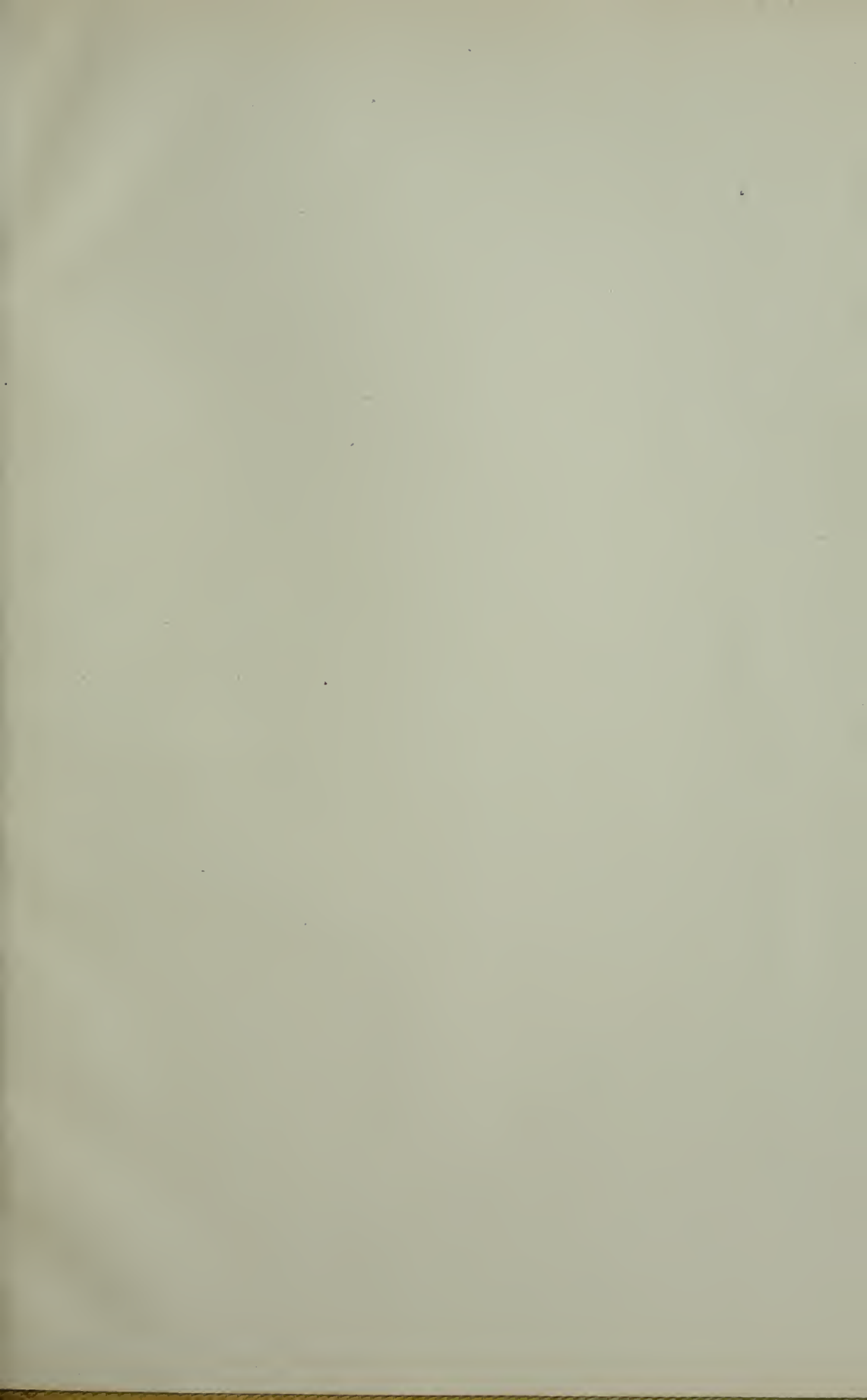
Mr. Sheean: You think that that is and should be a proper preliminary part of his work? I don't want to debate the question, Mr. Jones, whether he should be separately paid for it, but simply to ascertain your view as to whether that is a proper and necessary part of an engineer's work.

Mr. Jones: When you walk around an engine behind an inspector that may have had no experience at all, knows nothing about locomotives at all, and find defects that he has overlooked, that would cause an engine failure or accident, it would appear that it is absolutely necessary for my own protection, and the company's protection, and the protection of the traveling public, for me to inspect that engine and to know that she was in condition to make the trip.

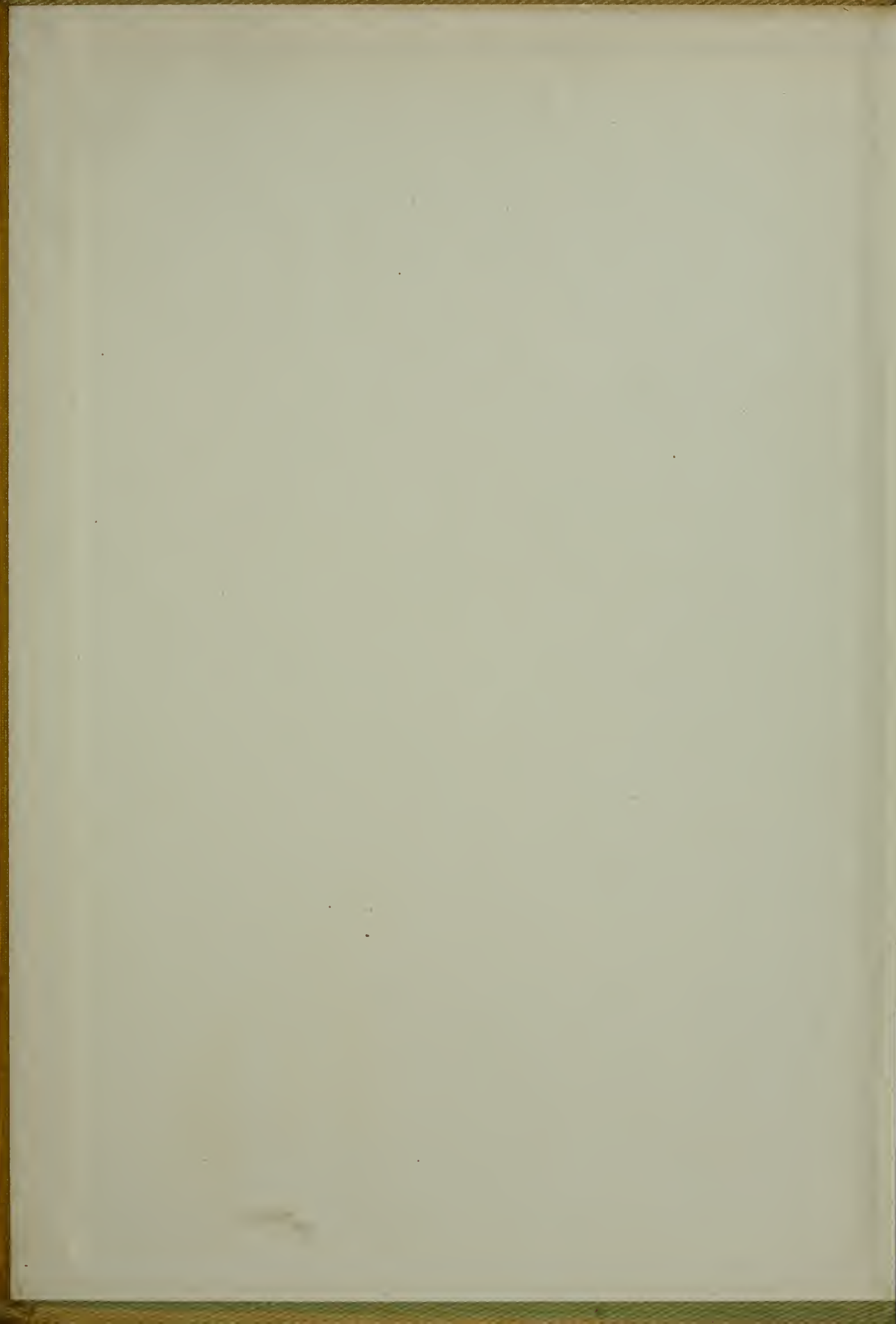
The Chairman: Will you please suspend, Mr. Sheean. We will adjourn here until 10 o'clock tomorrow morning.

(Whereupon, at 5 o'clock P. M., an adjournment was taken until 10 o'clock A. M., December 11, 1914.)









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