

HD
5325
R2
1913
E25

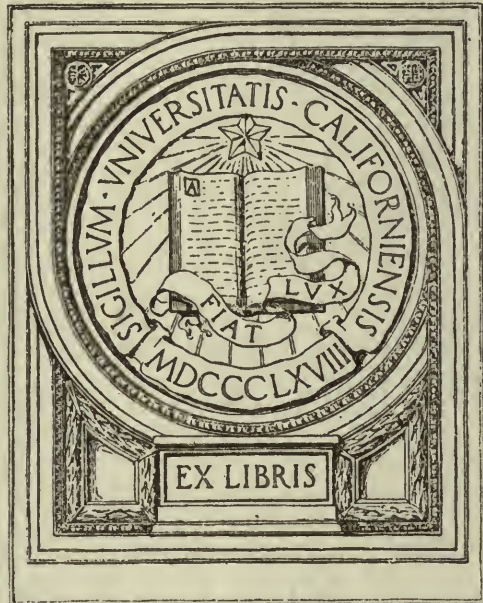
UC-NRLF



⌘C 21 327

YE 14132

GIFT OF
Bureau of railway
economics



EX LIBRIS

Board of arbitration

ARBITRATION

between the

EASTERN RAILROADS

and

**THE BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN**

Submitted to Arbitration, under the Erdman Act,
by Agreement Dated Feb. 18, 1913

**Interpretations of Award Previously
Filed on April 23, 1913.**

**New York
December 5, 1913.**

LAW REPORTING COMPANY, Official Reporters,
115 Broadway, New York.

NO. 1000
ANNALS

HD5325-

R 2

1913

E 25

*Gift of
Bureau of Railway Economics*

New York City, August 29th, 1913.

Judge W. L. Chambers, Esq.,
Southern Building,
Washington, D. C.

Mr. W. W. Atterbury,
Vice-President, Pennsylvania Railroad,
Broad Street Station, Philadelphia, Pa.

Mr. Albert Phillips,
Vice-President, Brotherhood of Loco. Firemen and Engine-
men,
Broadway Central Hotel, New York City.

Gentlemen:

The following is a list of questions which have arisen under the Firemen's Award which we desire that your Board shall consider and advise how the provisions of the Award apply thereto:

ARTICLE 1.

1.—Does Article 1 provide for continuous time except as otherwise specified.

2.—Can the calendar day be continued on roads having such a provision, and if so under what conditions?

3.—Can time for meals be deducted on transfer runs, mine runs, work trains, or other services on which through freight rates are granted by the Award, where such practice prevailed prior to the Award?

4.—Does this article permit of the elimination of existing rules providing a day for less than 10 hours, or less than 100 miles, and if so under what conditions?

5.—Does the Award eliminate schedule rules providing for extra or constructive mileage to be added to trips of 100 miles or more, and if so under what conditions?

6.—Does the Award permit of the elimination of existing schedule rules providing for more than a day for less than 10 hours, or less than 100 miles, and if so under what conditions?

ARTICLE 2-(a).

7.—Should the minimum rates provided by this article supersede rates which are granted by rules in existing schedules that are higher for any class of engine or service, and if so under what conditions?

8.—Where two or more engines of different weights on drivers are used during a trip or day's work, what rate should apply?

ARTICLE 2-(b).

9.—Should the higher rates for any class of engines used in yard service be eliminated by the Award, and if so under what conditions?

ARTICLE 2-(d).

10.—What overtime rate should apply on electric locomotives in passenger service?

ARTICLE 2-(e).

11.—When two or more different classes of service are performed in one day or trip, what rate or rates should apply?

ARTICLE 3-(a).

12.—Does the Award eliminate existing rules providing for overtime after a stated number of hours, regardless of miles run, and if so under what conditions?

ARTICLE 4.

13.—Are firemen on trains held behind a train at the designated main track switch entitled to pay for final terminal delay?

14.—After the lapse of one hour are firemen entitled to pay for that hour?

15.—Where schedule rules provide for initial or terminal delay in addition to all other time made on trip shall same be maintained, and if so under what conditions?

ARTICLE 5.

16.—Where existing schedule rules providing that payment for time held at other than home terminal shall begin in lesser number of hours than provided in this article, shall same be maintained, and if so under what conditions?

ARTICLE 8.

17.—Where schedules provide a more favorable allowance for firemen tied up under the Hours of Service law, must such arrangement be continued, and if so under what conditions?

ARTICLE 9.

18.—Under the Award can the earnings of an individual fireman on any engine in any class of service be diminished from what they were prior to the Award?

19.—Can rules in schedules providing for extra compensation for service not covered by the Award be eliminated, and if so under what conditions?

20.—Where the rates of the Award are higher than old rates in any class of service and the conditions of the Award are not as good as old conditions in the same class of service, or vice versa, and to apply the conditions and rates of the Award will reduce the earnings of firemen in that class of service, what rates and conditions shall apply?

21.—Can a combination of new rates and old conditions, or vice versa, be made where such a combination will result in increasing the earnings of the firemen in any class of service above what they were prior to the Award?

22.—Can a combination of new rates and old conditions, or vice versa, be made where such a combination will result in increasing the earnings of the firemen in any class of service above the earnings which would result from the awarded rates and conditions?

If it will be agreeable to your Board to consider and advise how the provisions of the Award apply to these questions, we will submit our reasons for the views held by the respective parties?

In addition to the foregoing the Firemen request your Board to consider and decide the following questions, and how the provisions of the Award apply thereto, but in this request the Conference Committee of Managers do not join :

ARTICLE 2-(c).

- 1.—What is a hostler?
- 2.—What is a road hostler?
- 3.—What is the pay for split service as between hostling and other work?
- 4.—What is the pay for split service as between road and other hostling?
- 5.—Is the time for hostling to be continuous?

ARTICLE 2-(e).

- 6.—What constitutes transfer service?

ARTICLE 2-(f).

- 7.—What constitutes local freight service?
- 8.—Do local freight rates apply to pick-up and set-out service?

ARTICLE 7.

- 9.—Should supplies be taken off engines by round-house forces as well as placed on them?

We will appreciate advice of your desires in the premises.

Respectfully submitted,

CONFERENCE COMMITTEE OF MANAGERS,

By (Signed) ELISHA LEE,

Chairman.

BROTHERHOOD OF LOCOMOTIVE FIREMEN

AND ENGINEMEN,

By (Signed) A. P. PHILLIPS,

Vice-President.

September 8, 1913.

Mr. Elisha Lee,
Chairman, Conference Committee of Managers,
Mr. A. P. Phillips,
Vice-President, Brotherhood of Locomotive Firemen &
Enginemen,

Gentlemen:

The communication dated August 29, 1913, addressed as follows:

Judge W. L. Chambers,
Southern Building,
Washington, D. C.

Mr. W. W. Atterbury,
Vice-President, Pennsylvania Railroad,
Broad Street Station,
Philadelphia, Pa.

Mr. Albert Phillips,
Vice-President, Brotherhood of Loco. Firemen &
Enginemen,
Broadway Central Hotel,
New York City,

was received at this office in my absence.

Following the twenty-two questions that you submit and which involve the interpretations and applications of many of the provisions of the award dated April 23, 1913, in the matter of the arbitration between the Brotherhood of Locomotive Firemen and Enginemen and the Baltimore & Ohio Railroad Company and others, you say, "If it will be agreeable to your Board to consider and advise how the provisions of the award apply to these questions, we will submit our reasons for the views held by the respective parties." And in addition to this proposal the Firemen request the Board to consider and decide certain other questions in which the Conference Committee of Managers does not join.

Manifestly it is not expected (and I do not deem it desirable) that these questions shall be answered and interpreta-

tions and applications made separately by the members of the Board of Arbitration, and I hardly see how the request can be complied with upon prepared statements in writing although such statements will be desirable. Many of the questions asked and the interpretations requested go to the fundamental features of the award and there should be a reconvening of the Board at some convenient time and place with all parties present, including at least Messrs. Elisha Lee and W. S. Carter.

As Mr. Atterbury is a member of the Board of Arbitration between the conductors and trainmen and the Eastern Associated Railroads which is to begin its hearings in New York September 11th, and will be engaged in that work from day to day for a month or more, and as Mr. Elisha Lee will be the active representative of the railroads before that Board, I do not see that the meeting I suggest can be held before some time in November. In view, however, of the importance of the subject matter and the possible urgency of prompt action, I am quite agreeable to take up the matter at any date in the meantime that may be arranged for, and to expedite the request as far as possible will come to New York at any time upon two days' notice, provided I am not immediately so engaged in other official work that I cannot leave.

Very truly yours,

(Signed) W. L. CHAMBERS.

Philadelphia, Pa., November 26, 1913.

My dear Mr. Atterbury:

I herewith hand you, for your consideration and action, answers to questions propounded by the Conference Committee of Managers, Eastern Associated Railroads, and the Brotherhood of Locomotive Firemen and Enginemen.

These answers have been drawn after repeated conferences between you, Mr. Phillips and myself, and in some respects, at least, embody the concurrent views of us all.

It is, of course, the privilege of each to draft his own replies—indeed it is our duty to do this if there is a difference of opinion. I, however, submit these conclusions with the hope

that we will announce our concurrence as far as possible; and in those particulars where we cannot agree I respectfully request that you furnish me your conclusions, if practicable within three days. Upon receipt of same, I will, as Chairman of the Board, communicate the results of our deliberations to the parties interested.

Yours very truly,
(Signed) W. L. CHAMBERS.

Mr. W. W. Atterbury,
Broad Street Station,
Philadelphia, Pa.

Identic. to Mr. Phillips.

IN THE MATTER OF THE AWARD RENDERED APRIL
23RD, 1913, IN THE ARBITRATION OF THE CONTRO-
VERSY BETWEEN THE BROTHERHOOD OF
LOCOMOTIVE FIREMEN AND ENGINEMEN
AND THE EASTERN ASSOCIATED RAIL-
ROADS.

TO THE
CONFERENCE COMMITTEE OF MANAGERS
REPRESENTING THE ASSOCIATED EASTERN RAIL-
ROADS

AND.

THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEMEN.

In response to your communication of August 29th, 1913, in which you requested the Board of Arbitrators to answer certain questions therein propounded, a copy of which letter is hereto attached as Exhibit "A," the Board re-assembled in New York City on November 11th, 1913, received written statements from the respective parties, examined witnesses and heard arguments, and since then conferences have been held, at which full consideration was given the subject matter, and now sub-

mits answers to the questions propounded. In connection with each answer, the article of the award, as well as the questions relating thereto, is included.

ARTICLE 1.

Ten (10) hours or less, or one hundred (100) miles or less, shall constitute a day's work in all classes of service, except as otherwise specified. The time for which firemen will be paid shall begin at the time he is required to report for duty, and end when the engine is delivered at the point designated.

Question 1.—Does Article 1 provide for continuous time except as otherwise specified?

Answer.—Article 1 provides for continuous time in all classes of service affected by the Award except on short turn-around runs, no single one of which exceeds eighty miles, including suburban service, as provided by Article 3-(c). The railroads may establish additional turn-around passenger service, but time shall be continuous if not relieved at turning point. If relieved at turning point, a minimum of 100 miles will be allowed in each direction; turn-around runs to be definitely specified. In switching and hostler service the time regularly occupied for the meal hour under the schedules and customs of the different roads may be deducted.

Question 2.—Can the calendar day be continued on roads having such a provision, and if so, under what conditions?

Answer.—Article 1 provides for a day of continuous service with the exception above stated in answer to Question 1. The calendar day provides for intermittent relief from duty, with loss of pay for time so relieved, therefore, Article 1 supersedes the calendar day on railroads having such provision.

Question 3.—Can time for meals be deducted on transfer runs, mine runs, work trains, or other services on which through freight rates are granted by the Award, where such practice prevailed prior to the Award?

Answer.—It being decided that Article 1 provides for a day of continued service with the exceptions above stated, it follows

that time for meals cannot be deducted on transfer runs, mine runs, work trains, or other services on which through freight rates are granted by the Award, except such relief as is agreed upon between the men and the railroad.

Question 4.—Does this Article permit of the elimination of existing rules providing a day for less than 10 hours, or less than 100 miles, and if so, under what conditions?

Answer.—The provisions of the Award by which a “day” is defined in the various classes of service should apply in all cases except where it is necessary to retain rules that were better to comply with the requirements of Article 9.

Question 5.—Does the Award eliminate schedule rules providing for extra or constructive mileage to be added to trips of 100 miles or more, and if so, under what conditions?

Answer.—The Award does not eliminate schedule rules for extra or constructive mileage to be added to trips of 100 miles or more, unless such elimination is made necessary by the application of Article 9 of the Award.

Question 6.—Does the Award permit of the elimination of existing schedule rules providing for more than a day for less than 10 hours, or less than 100 miles, and if so, under what conditions?

Answer.—(Covered by answer to Question 4.)

ARTICLE 2-(a).

Passenger Service.

Weights of Locomotives in pounds on Drivers.

Less than 80,000 pounds.....	\$2.45
80,000 to 100,000 “	2.50
100,000 to 140,000 “	2.60
140,000 to 170,000 “	2.70
170,000 to 200,000 “	2.85
200,000 to 250,000 “	3.00
250,000 to 300,000 “	3.20
300,000 to 350,000 “	3.40
All engines over 350,000 lbs. on drivers	3.60
Mallet engines regardless of weight on drivers....	4.00

Freight Service.

Less than 80,000 pounds.....	\$2.75
80,000 to 100,000 "	2.85
100,000 to 140,000 "	3.00
140,000 to 170,000 "	3.10
170,000 to 200,000 "	3.20
200,000 to 250,000 "	3.30
250,000 to 300,000 "	3.55
All engines over 300,000 lbs. on drivers.....	4.00
Mallet engines regardless of weight on drivers....	4.00

Where two firemen are employed on a locomotive as a result of the application of Article 6 hereinafter, the rates of pay to each fireman shall be as follows:

Weight on drivers, 100,000 up to 250,000 lbs.....	\$2.75
" " " over 250,000 lbs.....	3.00

Question 7.—Should the minimum rates provided by this Article supersede rates which are granted by rules in existing schedules that are higher for any class of engine or service, and if so, under what conditions?

Answer.—The minimum rates provided by this Article should apply to all classes of engines and service except where necessary to meet the guaranteed requirements of Article 9. In such cases schedule rates that are higher for engines or service should be maintained.

Question 8.—When two or more engines of different weights on drivers are used during a trip or day's work, what rate should apply?

Answer.—Where two or more engines of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used should be paid for the entire day or trip.

ARTICLE 2-(b).

Switching Service.

Switch engine firemen on locomotives, weighing less than 140,000 lbs. on drivers, per day of ten (10) hours or less \$2.50

Switch engine firemen on engines weighing 140,000 lbs.
 or over on drivers, per day of ten (10) hours or less
 (excluding Mallets \$4.00) 2.60

Question 9.—Should the higher rates for any class of engines used in yard service be eliminated by the Award, and if so, under what conditions?

Answer.—Where higher rates than those established by the Award have been in effect, the same should not be eliminated.

ARTICLE 2-(d).

Helper on Electric Locomotive.

The term “helper” will be understood to mean the second man employed on electric locomotives, and he shall receive in passenger service, per day of ten (10) hours, or less, one hundred (100) miles or less \$2.50
 In through freight per day of ten (10) hours or less, one hundred (100) miles or less 2.80
 In switching service, per day of ten (10) hours or less..... 2.50

All working conditions applicable to steam locomotive firemen in steam service will apply to helpers in electric service.

Question 10.—What overtime rate should apply on electric locomotives in passenger service?

Answer.—As Article 2-(d) provides that “All working conditions applicable to steam locomotive firemen in steam service will apply to helpers in electric service,” and as it does not fix a specific rate of overtime for helpers on electric locomotives, it must follow that the rate of overtime fixed for steam locomotive firemen will apply to helpers in electric service.

ARTICLE 2-(e).

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 rates according to the class of engine.

Question 11.—When two or more classes of service are performed in one day or trip, what rate or rates should apply?

Answer.—Article 2 fixes the minimum rate per day in all classes of service on all railroads subject to this Award. Article 1 provides that ten hours or less, or one hundred miles or less, shall constitute a day's work in all classes of service except as provided in Article 3-(b), where five hours or less, one hundred miles or less, constitutes a day's work in passenger service, and except as provided in Article 3-(c), where eight hours service in any 12-hour period is rendered on short turn around runs in passenger service, no single one of which exceeds eighty miles, including suburban service; therefore, a full day's pay is guaranteed to the fireman by the Award in any class of service. A fireman being guaranteed a full day's pay in any service he performs should be paid the highest rate when two or more different classes of service are performed in one day or trip.

ARTICLE 3-(a).

Overtime in all classes of service, except passenger, will be paid for pro rata on the minute basis. Except as otherwise specified ten (10) hours, or one hundred (100) miles will be the basis for computing overtime. Miles and hours will not be counted together; when miles exceed hours, miles will be allowed, and when hours exceed miles, hours will be allowed.

Question 12.—Does the Award eliminate existing rules providing for overtime after a stated number of hours, regardless of the miles run, and if so, under what conditions?

Answer.—The Award does not eliminate existing rules providing for overtime after a stated number of hours regardless of miles run, provided that such elimination is not made necessary by the application of Article 9 of the Award.

ARTICLE 4.

No initial terminal delay is allowed beyond that involved in the rule that pay shall begin in all cases at the time fireman is required to report for duty, but final terminal delay after the lapse of one hour will be paid for at the end of the trip, at the overtime rate, according to the class of engine, on the minute basis. For freight service final terminal delay shall be computed from the time the engine reaches the designated main

track switch connecting with the yard track. For passenger service final terminal delay shall be computed from the time the train reaches the terminal station. If road overtime has commenced terminal overtime shall not apply, and road overtime shall be computed to the point of final release.

Question 13.—Are firemen on trains held behind a train at the designated main track switch entitled to pay for final terminal delay?

Answer.—Where train arrives at designated main track switch (switch connection with the yard where train leaves the main track) or semaphore governing same, and other trains arrive and stand behind waiting to get into yard, final terminal delay will be computed for all trains which are so held within yard limits. A fireman has reached the designated main track switch when he has reached the semaphore or signal governing the switch, if held against his train or a train in front of him.

Question 14.—After the lapse of one hour are firemen entitled to pay for that hour?

Answer.—The Award provides that final terminal delay after the lapse of one hour will be paid for at the end of the trip and at the overtime rate according to class of engine, on a minute basis. It also provides if road overtime has commenced, terminal overtime shall not apply; therefore, the fireman in computing final terminal delay cannot include the first hour after the engine reaches the designated main track switch, but firemen will be paid additional compensation for all such delay over one hour at the final terminal in accordance with the provisions of Article 4.

Question 15.—Where schedule rules provide for initial or terminal delay in addition to all other time made on trip, shall same be maintained, and if so, under what conditions?

Answer.—The rules of overtime provided by the Award should apply in all cases except where it is necessary to maintain better antecedent rules to fulfill the guaranteed requirements of Article 9.

ARTICLE 5.

Firemen in pool freight and in unassigned service held at other than home terminal, will be paid continuous time for all time so held after the expiration of eighteen (18) hours from time relieved from previous duty, at the rate per hour paid him for the last service performed. If held fourteen (14) hours after the expiration of the first twenty-eight (28) hour period, he will be paid continuous time for the next succeeding ten (10) hours, or until the end of the twenty-four (24) hour period, and similarly for each twenty-four (24) hour period thereafter. Should a fireman be called for duty after pay begins, his time will be computed continuously.

Question 16.—Where existing schedule rules providing that payment for time held at other than home terminal shall begin in lesser number of hours than provided in this Article, shall same be maintained, and if so, under what conditions?

Answer.—Where existing schedule rules provide that payment for time held at other than home terminal shall begin in a less number of hours than provided in Article 5, such rules are to be maintained, provided their elimination is not made necessary by the application of Article 9 of the award.

ARTICLE 8.

Firemen tied up between terminals on account of the Hours of Service Law, will be paid continuous time from initial point to tied-up point. When they resume duty on a continuous trip they will be paid from tied-up point to terminal on the following basis: For fifty (50) miles or less, or five (5) hours or less, fifty (50) miles pay; for more than fifty (50) miles up to one hundred (100) miles, or over five (5) hours, and up to ten (10) hours, one hundred (100) miles pay; over one hundred (100) miles, or over ten (10) hours, at schedule rates. This provision does not permit the running of firemen through terminal or around other firemen at terminals, unless such practice is permitted under the pay schedule.

Question 17.—Where schedules provide a more favorable allowance for firemen tied up under the Hours of Service Law,

must such arrangement be continued, and if so, under what conditions?

Answer.—The rules governing tied-ups under the Hours of Service Law as provided by the award should apply in all cases, except where necessary to maintain better antecedent rules to fulfill the requirements of Article 9.

ARTICLE 9.

The earnings of firemen in any class of service shall not be diminished by the provisions of this Award; and if the rates that were higher or the conditions that were better antecedent to this award are necessary to guarantee this requirement they shall be maintained. Neither shall the earnings of the firemen, in any class of service, be increased above what the higher rates of pay and the conditions that were better antecedent hereto guaranteed him, by a combination of the rates herein established with the conditions of service antecedent hereto, or vice versa.

It is not intended that any of the terms or provisions of this Award shall debar committees from taking up for adjustment with the management of the respective railroads any questions or matters not specifically covered herein.

Question 18.—Under the Award can the earnings of an individual fireman on any engine in any class of service be diminished from what they were prior to the Award?

Answer.—Article 9 guarantees that the earnings of an individual fireman on any engine in any class of service shall not be diminished below what they were prior to the award.

Question 19.—Can rules in schedules providing for extra compensation for service not covered by the Award be eliminated, and if so, under what conditions?

Answer.—The Award does not go beyond the specific matters which were referred to arbitration, and therefore, were pre-existing rules provided for extra compensation for service not specifically covered by the Award, it necessarily follows that such rules remain in effect.

Question 20.—Where the rates of the Award are higher than old rates in any class of service and the conditions of the Award

are not as good as old conditions in the same class of service, or vice versa and to apply the conditions and rates of the Award will reduce the earnings of firemen in that class of service, what rates and conditions shall apply?

Question 21.—Can a combination of new rates and old conditions, or vice versa, be made where such a combination will result in increasing the earnings of the firemen in any class of service above what they were prior to the Award?

Question 22.—Can a combination of new rates and old conditions, or vice versa, be made where such a combination will result in increasing the earnings of the firemen in any class of service above the earnings which would result from the awarded rates and conditions?

It would appear that a composite answer to Questions 20, 21 and 22 would be better than a separate answer to each question, for it appears that not only these three questions but many of the others submitted to the Board arise out of different understandings of the intent and purpose of Article 9 of the Award; and in order that the intent and purpose thereof may be plainly understood, the following interpretation of said article is made as an answer not only to Questions 20, 21 and 22 but as supplementing the answers made to any of the other questions where such questions involved the application or interpretation of Article 9.

Article 2 fixed the minimum rates of pay for all firemen, helpers on electric locomotives, hostlers, road hostlers, and road hostlers' assistants, and no combination of conditions can be made with lower rates than the minimum rates thus fixed.

If the rates that were higher or the conditions that were better antecedent to the Award are necessary to guarantee a fireman against diminished earnings, such antecedent rates or conditions shall be maintained. If a combination of the rates and conditions of the Award result in diminishing the earnings of a fireman in any class of service, and a combination of the rates herein established with the conditions of service antecedent hereto, results in increasing the earnings of the firemen above what the higher rates of pay and the conditions that were better antecedent hereto guaranteed him, it is the intent of Article 9 that

conditions of service antecedent hereto should be applied in so far as may be necessary to prevent either an increase or decrease in the earnings of a fireman in any class of service, when an increase is not established by a combination of the rates and conditions fixed by the Award.

A combination of rates fixed by the Award with conditions that were better antecedent hereto is not prohibited by the Award, unless such combination results in increasing the earnings of the fireman above what the higher rates of pay and the conditions that were better antecedent hereto guaranteed him.

Article 9 provides that the earnings of firemen in any class of service shall not be diminished by the provisions of this Award, and if the rates that were higher or the conditions that were better antecedent to this Award are necessary to guarantee him this requirement, they shall be maintained. This language of Article 9 intends that the earnings of no individual fireman shall be diminished, in the same manner that other language in Article 9 intends that the earnings of no individual fireman shall be increased by a combination of rates hereby established with the conditions of service antecedent hereto above what the higher rates of pay and the conditions that were better antecedent guaranteed him.

The conditions of service antecedent hereto, thus referred to, include only such conditions of service as are included or referred to in the Award, and have no reference to any other class of service, or compensation therefor, not included or referred to in the Award.

The combination of rates and conditions prohibited by Article 9 are only those that directly result in increasing the earnings of a fireman above what the higher rates of pay and the conditions that were better antecedent hereto guaranteed him.

Article 9 does not provide for firemen and other employees affected by the Award, to elect whether they shall accept the rates and conditions of the Award or retain the rates and conditions antecedent to the Award, it being the intent of the Award, that not less than the minimum rates fixed by the Award shall apply to all classes of service on all railroads, parties to this Arbitration.

The elimination by the Award of rules antecedent hereto, such as rules requiring engines to be cleaned by firemen, sup-

plies to be placed on engine by firemen, and other similar rules, does not prevent the application of all the rates and conditions of the Award, it being understood that where firemen were specifically compensated for such work under conditions antecedent hereto, such specific compensation is eliminated when the service for which such specific compensation was paid is eliminated.

As to the nine questions submitted separately by the Committee representing Firemen and Hostlers, the answers, so far as the principles are concerned are clearly defined in the answers to the foregoing twenty-two questions.

It is proper to say, however, that the service of "Hostler" is usually well understood and the rates and conditions provided by the Award for this service should be applied regardless of the name by which such employees are called by the different railroads. Where questions arise as to split service, etc., and there are no schedule rules governing, the Committee representing the employees should meet the officials of the Company and determine same, and this plan should also be followed in determining local freight and transfer service.

The original Award made all increases in pay effective May 3, 1913; and in every case where such increases have not been paid in whole or in part under the Award as now interpreted, the amount thereof in each case shall be promptly paid, without any demand on the part of the employee, and these increases shall apply with equal force to all portions of all railroads represented.

Nov. 26, 1913.

(Signed) W. L. CHAMBERS,

Nov. 26, 1913

" ALBERT PHILLIPS.

Philadelphia, Pa., November 26, 1913.

Hon. William L. Chambers,
 United States Commissioner of
 Mediation and Conciliation,
 Southern Building,
 Washington, D. C.

My dear Judge Chambers:—

Acknowledging receipt of your favor of even date with copy

of your conclusions or answers to the questions propounded by the Conference Committee of Managers, Eastern Associated Railroad, and the Brotherhood of Locomotive Firemen and Enginemen attached will say:

With five slight corrections which I have taken the liberty to make, the supposed errors being entirely typographical, I have signed the conclusions and herewith return copy to you as requested.

Trusting the corrections made will be approved by you as proper, I am,

Yours very truly,

(Signed) ALBERT PHILLIPS.

Gilberts Hotel,
Richmond, Va.

THE PENNSYLVANIA RAILROAD COMPANY.

General Office, Broad Street Station,

W. W. ATTERBURY,
Vice-Pres. in Charge of Operation.

Philadelphia, December 1, 1913.

W. L. Chambers, Esq.,
Southern Building,
Washington, D. C.

Dear Sir:—

I most certainly dissent from the answers of the majority of the Board where in framing such answers the majority has gone outside of the Award and therefore exceeded its limitations under the submission of August 29, 1913, to the Board, in which submission the Board was requested to advise how the provisions of the Award applied to the questions submitted, as follows:

Question No. 8.—“When two or more engines of different weights on drivers are used during a trip or day’s work, what rate should apply?”

Answer.—“Where two or more engines of different weights on drivers are used during a trip or day’s work, the highest rate applicable to any engine used should be paid for the entire day or trip.”

This answer is clearly outside of the Award, as at no place in the Award is it remotely stated that the highest rate should be paid where two or more engines of different weights on drivers are used during a trip or day. This is a matter that was not touched upon by the Award, not originally submitted to arbitration, and the answer therefore goes beyond the submission of August 29, 1913. In this connection I would call your attention to the answer of the majority to Question No. 19, where it is stated, “The Award does not go beyond the specific matters which were referred to arbitration, and, therefore, where pre-existing rules provided for extra compensation for service not specifically covered by the Award, it necessarily follows that such rules remain in effect.”

This question should have been answered in the same manner as the answer of the majority to Question No. 19, that as this matter was not touched upon by the Award nor submitted originally to arbitration, pre-existing rules should govern.

Question No. 11.—Covered by our reply under Question No. 8.

Question No. 10.—“What overtime rate should apply on electric locomotives in passenger service?”

Answer.—“As Article 2 (d) provides that ‘All working conditions applicable to steam locomotive firemen in steam service will apply to helpers in electric service,’ and as it does not fix a specific rate of overtime for helpers on electric locomotives, it must follow that the rate of overtime fixed for steam locomotive firemen will apply to helpers in electric service.”

The Award specified an entirely different overtime basis for steam and electric passenger service. The day’s work in electric passenger service is the same as in steam and electric road freight service, in which services overtime is pro rata after ten hours, and it therefore must follow that overtime in electric passenger service is pro rata, and this was distinctly my understanding at the time the Award was signed.

ARTICLE 9.

Questions Nos. 18, 20, 21 and 22.

In this arbitration the individual fireman was not considered, but the class as a whole was bargained for, and at this time to state that the individual fireman must be considered is foreign to the accepted principle of collective bargaining, to the intent of the Award, and in opposition to the contentions of the men for uniformity and standardization made during the arbitration proceedings when this Award was drawn.

The Award is clear that "the earnings of firemen in any class of service shall not be diminished by the provisions of this Award." If it had been the intention to consider the individual fireman, the language of the Award would most certainly have been different, as a slight change, such as "the earnings of any fireman in any class of service, etc.," could have been placed in the Award and have been clear that the individual fireman must be considered.

The Award states that "the earnings of firemen in any class of service, etc.," and this wording of the Award plainly means that the firemen in any class of service must be considered as a whole, but I have been willing to consider the class of service as applying to any set of runs. Any further concession than this is entirely at variance with the intent of the Award.

When Article 9 was framed it was the distinct understanding that it prohibited a combination of rates that were higher antecedent to the Award with the awarded conditions, where better than the old conditions, and also prohibited a combination of the awarded rates with conditions that were better antecedent to the Award, and the reading of Article 9 of the Award still maintains this idea, for if any combination is made between awarded rates or conditions and other rates or conditions that were better antecedent to the Award, they must inevitably give greater earnings than either the earnings of the firemen antecedent to the Award or the awarded rates and conditions. Article 9 was framed to prevent combinations that would further increase the high spots existing in various schedules and was agreed to by me because I considered it a fair rule in that it did not reduce the earnings of firemen in any class of service,

and prevented them from making combinations of higher awarded rates and better working conditions antecedent to the Award, and vice versa.

If the earnings of an individual fireman on any engine or in any class of service may not be less than what they were prior to the Award, then it necessarily follows that the earnings based on rates and working conditions under both the prior schedule and the Award must be calculated on each trip. Certainly no such idea was contemplated when Article 9 was adopted, and the only way this can be avoided is by treating with classes of service or separate pools or sets of runs and calculating the earnings of firemen as a whole for typical periods. When this has been done, whichever basis, either the old rates and conditions or the awarded rates and conditions providing the greater earnings should be adopted.

As an illustration of the complication of applying the Award in the manner determined by the majority, take the case of one railroad in these proceedings. The rates prior to the Award were lower than the awarded rates in many instances, but the men had a better overtime regulation, they had a better terminal delay regulation, they had a better held-away-from-home-terminal regulation than the Award.

It will be seen from this set of complications that each separate and particular trip will have to be calculated in all its phases to determine whether the new conditions in that particular trip are better or the old conditions of each particular trip are better, also if the new rates are adopted and the old conditions are so applied as not to increase the earnings, I am at a loss to understand how these various provisions of their present schedule that are better than the awarded conditions are to be compromised. All of these factors are likely to enter into a daily trip or run.

It will be noted that this Article 9 has a distinct bearing on the answers to Questions Nos. 4, 5, 6, 7, 12, 15, 16 and 17.

Yours truly,

(Signed) W. W. ATTERBURY.

YE 14132

617050

HD 5325
R2
1313
E25

UNIVERSITY OF CALIFORNIA LIBRARY

THIS BOOK IS DUE ON THE LAST DATE
STAMPED BELOW

AN INITIAL FINE OF 25 CENTS
WILL BE ASSESSED FOR FAILURE TO RETURN
THIS BOOK ON THE DATE DUE. THE PENALTY
WILL INCREASE TO 50 CENTS ON THE FOURTH
DAY AND TO \$1.00 ON THE SEVENTH DAY
OVERDUE.

1919	2	1887

