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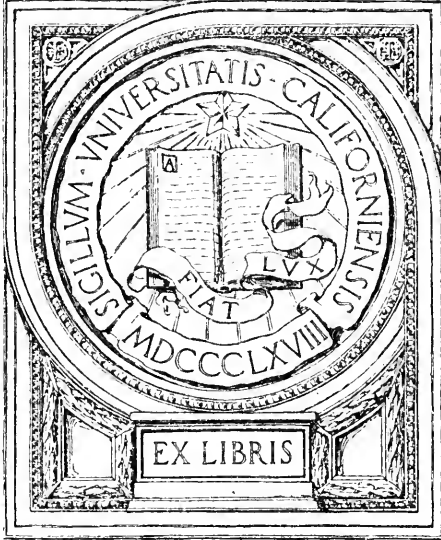
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# AWARD

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## ARBITRATION

between

**THE WESTERN RAILROADS**

and

**BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS and  
BROTHERHOOD OF LOCOMOTIVE  
FIREMEN AND ENGINEMEN**

Submitted to Arbitration, under the Act of  
July 15, 1913, by Agreement dated  
August 3, 1914.

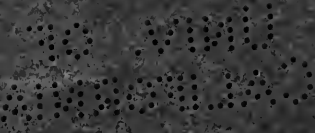
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**CHICAGO, ILLINOIS**

**APRIL 30, 1915**

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*Law Reporting Company, Official Reporters,  
115 Broadway, New York; 1101 Ashland Block, Chicago.*



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*Board of arbitration*

# AWARD

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115 Broadway, New York; 1101 Ashland Block, Chicago.*

TO JOHN  
ANDERSON

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Bureau of Railway Economics



## ARBITRATION

OF THE CONTROVERSY BETWEEN THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

AND THE FOLLOWING WESTERN RAILROADS:

- 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 STE. 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 &  
     SOUTHERN 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.**

On October 10, 1913, the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen, through their duly accredited officers, in support of the demands of the Engineers, Firemen and Hostlers, presented a request on behalf of all such Employes of these Railroads for an increase in wages and for sundry improvements of the rules controlling conditions of service. Meetings were held between the Committee representing the Employes and the Conference Committee of Managers representing the Railroads, in Chicago, Illinois,

and negotiations were carried on and a strike vote was taken, and the Committee representing the Employes and the Conference Committee of Managers failing to adjust the controversy, the parties at interest invoked the provisions of the Act of July 15, 1913, by calling on the United States Board of Mediation and Conciliation to undertake to settle the controversy by mediation.

Honorable William L. Chambers, Judge Martin A. Knapp and G. W. W. Hanger, of the United States Board of Mediation and Conciliation, conferred with the parties at Chicago for several days, and, failing to settle the controversy by mediation, on August 3, 1914, the matter was submitted to arbitration by agreement.

The parties agreed that the matters in controversy should be submitted to an Arbitration Board composed of six members, two to be appointed by the Brotherhoods, two by the Railroads, and two neutral members. The Brotherhoods named as their representatives on the Board, F. A. Burgess, of Cleveland, Ohio, Assistant Grand Chief, Brotherhood of Locomotive Engineers, and Timothy Shea, of Peoria, Illinois, Assistant President, Brotherhood of Locomotive Firemen and Enginemen. The Railroads named as their representatives on the Board, H. E. Byram, of Chicago, Illinois, Vice-President, Chicago, Burlington & Quincy Railroad, and W. L. Park, of Chicago, Illinois, Vice-President, Illinois Central Railroad. The four members of the Board thus chosen, having failed to agree upon the two neutral arbitrators within fifteen days as provided in the Act of July 15, 1913, on September 8, 1914, notified the United States Board of Mediation and Conciliation that they had failed to agree upon the two neutral arbitrators. On November 21, 1914, the United States Board of Mediation and Conciliation notified the four arbitrators chosen by the parties that under provision of the Act of July 15, 1913, the Board had named as the remaining arbitrators Jeter C. Pritchard, of Asheville, North Carolina, and Charles Nagel, of St. Louis, Missouri. The date for the beginning of the hearings was set for November 30, 1914.

The Board of Arbitration, appointed as above, held its first meeting in Room 603, Federal Building, Chicago, Illinois, on Monday, November 30, 1914. Jeter C. Pritchard, of Asheville,

North Carolina, was elected Chairman of the Board; H. S. Milstead, of Washington, D. C., was appointed Secretary, and William A. Britt, of Asheville, North Carolina, was appointed Assistant Secretary.

Public hearings were held from November 30, 1914, to and including March 18, 1915. On March 29, 1915, briefs were submitted by both sides and arguments were had from March 29 to and including April 2, 1915.

Testimony was taken from November 30, 1914 (including arguments), to and including April 2, 1915, printed pages 1 to 7828, inclusive. Exhibits were presented by the Employes, numbers 1 to 89, and exhibits presented by the Railroads, 1 to 50, inclusive.

The original agreement to arbitrate, dated August 3, 1914, provided for making and filing the award within ninety days from the date of the first hearing. It being impossible for the Board to conclude its labors within the time specified in the original agreement, on February 16, 1915, a supplemental agreement was entered into extending the time in which the Board might reach its decision and file its award to and including the 20th day of April, 1915. The Board subsequently finding that it could not reach a conclusion and file its award by the 20th day of April, a second supplemental agreement was entered into extending the time in which the Board might reach its decision and file its award to and including the 30th day of April, 1915. The Board was in executive session from April 3, 1915, to and including April 30, 1915, the date of the making and filing of this award.

After due deliberation and consideration of all the evidence, exhibits, arguments and briefs, the Board has reached a conclusion in respect of the demands of the Employes for increased rates of pay and for improved conditions of service, and make the award as follows upon all the matters contained in the Articles of Submission:

## **AWARDED.**

### **PROPOSED BY EMPLOYEES: 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.

### **IT IS AWARDED: ARTICLE I.**

#### **BASIS OF DAY AND OVERTIME.**

##### **Passenger Service.**

The minimum passenger rate for engineers shall be \$4.30, and for firemen \$2.50, one hundred (100) miles, or less, six (6) hours and forty (40) minutes, or less, shall constitute a minimum day's work in all classes of passenger service except as otherwise

1 specified herein; miles made in excess of one hundred (100) pro rata.

2 On short turn around runs no single trip of which exceeds eighty (80) miles, including suburban service, overtime shall be paid for all time actually on duty or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to end of that run) within twelve (12) consecutive hours; and also for all time in excess of twelve (12) consecutive hours computed continuously from the time first required to report to final release at end of last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour.

3 All other passenger overtime shall be computed on the basis of fifteen (15) miles per hour from the time required to report for duty until released, and separately for each part of a round trip run.

4 All passenger overtime will be paid for at the rate of seventy-five (75) cents per hour for engineers and forty-five (45) cents for firemen, and will be computed on the minute basis.

5 When employes of any road elect to retain their present overtime basis, no part of this Article is to be used in computing or paying passenger overtime.

#### Freight Service.

6 The minimum freight rate for engineers and firemen shall be according to class of locomotive, as provided in Article II, for ten (10) hours, or less, or one hundred (100) miles, or less; miles made in excess of one hundred (100) pro rata.

Overtime in freight service is to be computed on the basis of ten (10) miles per hour, and paid pro rata on the minute basis.

#### General.

Road engineers and firemen required to perform a combination of more than one class of road service during the same trip will be paid at the rate and according to the rules governing each class of service for the time or miles engaged in each, but will be paid for the entire trip not less than a minimum day at the highest rate applying for any class of service performed during such trip.

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.

## PROPOSED BY EMPLOYEES: 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 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
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 Lines, 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

	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
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

## IT IS AWARDED: ARTICLE II. RATES OF PAY.

### Passenger Service.

The minimum rates of wages per day shall be:

	Engineers	—Firemen—	
		Coal	Oil
Engines less than 80,000 on drivers.....	\$4.30	\$2.50	\$2.50
Engines 80,000 lbs. and less than 100,000 lbs. on drivers.....	4.30	2.55	2.50
Engines 100,000 lbs. and less than 140,000 lbs. on drivers.....	4.40	2.60	2.50
Engines 140,000 lbs. and less than 170,000 lbs. on drivers.....	4.40	2.70	2.55
Engines 170,000 lbs. and less than 200,000 lbs. on drivers.....	4.45	2.85	2.70
Engines 200,000 lbs. and less than 250,000 lbs. on drivers.....	4.45	3.00	2.85
Engines 250,000 lbs. and less than 300,000 lbs. on drivers.....	4.65	3.20	3.05
Engines 300,000 lbs. and less than 350,000 lbs. on drivers.....	4.80	3.40	3.25
Engines 350,000 lbs. and over on drivers.....	4.80	3.60	3.45
Mallet engines regardless of weights on drivers.....	5.00	4.00	3.85

### Freight Service.

The minimum rates of wages per day shall be:

	Engineers	—Firemen—	
		Coal	Oil
Engines less than 80,000 lbs. on drivers.....	\$4.75	\$2.75	\$2.75
Engines 80,000 lbs. and less than 100,000 lbs. on drivers.....	4.80	2.85	2.75
Engines 100,000 lbs. and less than 140,000 lbs. on drivers.....	4.85	3.00	2.85
Engines 140,000 lbs. and less than 170,000 lbs. on drivers.....	5.10	3.20	3.05
Engines 170,000 lbs. and less than 200,000 lbs. on drivers.....	5.30	3.45	3.30
Engines 200,000 lbs. and less than 250,000 lbs. on drivers.....	5.45	3.70	*3.55
Engines 250,000 lbs. and less than 300,000 lbs. on drivers.....	5.60	3.80	3.80
Engines 300,000 lbs. and over on drivers.....	5.75	4.00	4.00
Mallet engines less than 275,000 lbs. on drivers.....	6.00	4.00	4.00
Mallet engines 275,000 lbs. and over on drivers.....	6.50	4.25	4.25

\* Oil differential not to apply on engines weighing over 215,000 lbs. on drivers.

Existing rates of pay per day that are higher than the above minima are hereby awarded.

**Work, Wreck, Pusher or Helper, Mine Runs, Circus Trains, and Trains Established for the Exclusive Purpose of Handling Milk.**

Through freight rates will apply on all work, wreck, pusher or helper, mine runs, circus trains, and to trains established for the exclusive purpose of handling milk; all according to class of engines; overtime to be computed on minute basis. Through freight rules in this award as to mileage and overtime to apply.

**Belt Line or Transfer Service.**

The Board recognized that in Belt Line or Transfer Service the grade of work is clearly different from ordinary switching service, and may, therefore, properly be entitled to higher rate of pay; but the information before the Board shows that conditions over the Western territory vary so widely in this service that they are unable to reach an agreement regarding a fair rate for such service. The Board, therefore, refers the question of Belt Line or Transfer Service back to the engineers and firemen and the management of the different roads for local settlements, which shall take into consideration the difference between Belt Line or Transfer Service and Switching Service, in fixing the rates of pay.

**Grades of 1.8% and Over.**

The territory in which there exists a differential in rates of pay by reason of gradients has been long established, and we make no change in respect thereto.

On railroads where a differential in the rates of pay for Engineers and Firemen are allowed under schedules in effect October 10, 1913, on account of grades or mountain service, either by excess rates or constructive mileage, such differential shall be maintained in addition to the rates granted by this Award.

**Narrow-Gauge Locomotives.**

This request is declined.

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

Wherever electric service is installed as a substitute for steam, or is now in operation on any of the railroad parties to this arbitration, 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 preference for the positions of engineers, or motormen, or helpers on electric locomotives or multiple unit trains; but this right of the engineers and firemen shall not operate to displace any man operating electric power on any of the railroads parties to this arbitration, on May 1, 1915.

Since the use of electric locomotives or multiple unit trains upon steam railways is in so early a stage of development, and there is as yet no approximation to stable conditions, but a wide variation in existing practices, the Board find themselves unable, from the evidence before them, to make any uniform rules regulating rates of pay and conditions of service for engineers, or motormen, or helpers employed on such trains. The minimum day's wage of \$4.30 for engineers or motormen, and \$2.50 for helpers in Passenger Service, and \$4.75 for engineers or motormen, and \$2.75 for helpers in Freight Service is, however, awarded; but the day's work covered by the same, both as regards hours of service and mileage covered, is that which now exists in electric service on the various roads, not that covered under the preceding headings pertaining to "Freight and Passenger Service."

This award is without prejudice to existing contracts for such service.

**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE III.****LOCAL OR WAY FREIGHT.**

A minimum of thirty (.30) cents per hundred miles, or less, is to be added for local freight service to through freight rates for engineers and firemen, according to class of engine. Miles over one hundred to be paid for pro rata.

**PROPOSED BY EMPLOYES: ARTICLE IV.****SWITCHING SERVICE.**

<b>Rates of pay.</b>	<b>Engineers</b>	<b>Firemen</b>
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 the 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.

**IT IS AWARDED: ARTICLE IV.  
SWITCHING SERVICE.**

**Rates of Pay.**

The minimum rate of wages per day of ten (10) hours or less; overtime pro rata on minute basis, shall be:

	Engineers	Firemen
Engines less than 140,000 lbs. on drivers.....	\$4.25	\$2.70
Engines 140,000 lbs. and over on drivers.....	4.40	2.75
MALLETT ENGINES.		
Engines 275,000 lbs. or less on drivers.....	5.15	4.00
Engines over 275,000 lbs. on drivers.....	5.40	4.00

**Beginning and Ending of Day.**

Time to begin when required to report for duty and to end at time engine is placed on designated track or engineer or fireman is released, exclusive of time off for meals.

**Meals.**

Engineers and firemen in switching service shall be allowed one hour for meals between the hours of 11:30 a. m. and 1:00 p. m., and between the hours of 11:30 p. m. and 1:00 a. m., but if required to work the meal hour or any part thereof, they will be paid for the hour in addition to the minimum day, and be allowed thirty (30) minutes under pay for meals.

The time for meals will commence at the time engineer and fireman are released from care of engine.

Engineers and firemen will not be required to work longer than six (6) hours without being allowed thirty (30) minutes for meals.

Existing rates of pay per day that are higher than the above minima are hereby awarded.

**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE V.****BEGINNING AND ENDING OF A DAY.**

In all classes of road service, an engineer's or fireman's time will commence at the time he is required to report for duty, and will conclude at the time the engine is placed on the designated track or relieved by hostler at terminal.

**PROPOSED BY EMPLOYES: 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 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 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 delay; at the pro rata rate for the class of engine used; this in addition to all time or mileage made on the trip.

**IT IS AWARDED: ARTICLE VI.****TERMINAL DELAY.****Initial Terminal Delay.**

Compensation for Initial Terminal Delay is not allowed beyond that involved in the rule, that pay shall begin in all cases at the time an engineer or fireman is required to report for duty.

**Final Terminal Delay.**

For freight service, Final Terminal Delay shall be computed from the time the engine reaches designated main track switch connection with the yard track.

For passenger service, Final Terminal Delay shall be computed from time train reaches terminal station.

Final Terminal Delay, after the lapse of thirty minutes, will be paid for the full delay at the end of the trip, at the overtime rate, according to class of engine, on the minute basis.

If road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final relief.



**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE VII.**

**AUTOMATIC RELEASE AND TIE-UP.**

The request contained in the first paragraph of this article is denied.

**Continuous Time.**

Engineers and Firemen in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-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 and 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. It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE VIII.**

**HELD AWAY FROM HOME TERMINALS.**

Engineers or 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 twenty-two (22) 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 thirty-two (32) 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 an engineer or fireman be called for duty after pay begins, his time will be computed continuously.

**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE IX.**

**DEADHEADING.**

Deadheading on Company's business on passenger trains will be paid for the actual mileage at 4.3 cents per mile for Engineers, and 2.5 cents per mile for Firemen, and for deadheading on other trains at 4.75 cents per mile for Engineers and 2.75 cents per mile for Firemen; provided, that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four (24) hours from time called to deadhead. Deadheading resulting from the exercise of seniority rights will not be paid for.

**PROPOSED BY EMPLOYEES: 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 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.

**IT IS AWARDED: ARTICLE X.  
HOSTLERS.**

The minimum pay for Hostlers will be \$4.20 per day of 12 hours, or less, overtime pro rata. Only roundhouse employes who, in handling engines, are required to have a knowledge of main line train movements will come under this designation.

Engineers and Firemen will have preference for positions as Hostlers. This will not operate to disqualify those who now hold such positions, nor to prevent same being filled from other classes of employes who may be eligible thereto, who can qualify.

All other roundhouse employes handling engines during

twenty-five (25) per cent, or more, of their daily assignment will receive \$3.00 for 12 hours, or less, overtime pro rata.

On roads where the right to legislate for Hostlers has been conceded by the Company to the Engineers or Firemen, such right as specified in individual schedules shall not be affected by the adoption of this Article.

**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE XI.**

**EFFICIENCY TESTS.**

We recognize the necessity of making efficiency tests, but when such tests are made they should not be conducted under conditions that are hazardous to the employees.

**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE XII.**

**ASSISTANCE FOR FIREMEN.**

On coal-burning locomotives, either passenger or freight, coal will be shoveled forward at specified points, whenever necessary, or by men riding on locomotives for that purpose, so that it can be reached by firemen from deck of the locomotive.

Coal of proper size for firing purposes will be placed on all tenders.

It is understood that the Committees on individual roads will take up with their respective officers the question of shoveling coal forward on tenders and determine the points where men shall be located to do this work.

### PROPOSED BY EMPLOYES: 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.

### IT IS AWARDED: ARTICLE XIII.

#### TWO FIREMEN.

When a second fireman is deemed necessary on coal-burning locomotives in freight service weighing more than 200,000 pounds on drivers, the matter will be taken up with proper officials of individual railroads by the Committee. Failing to reach a settlement, the matter shall be referred to an adjustment Commission to be composed of five (5) persons, two (2) of whom are to be chosen by the Railroad Company, two (2) by the Committee, and one (1) to be selected by the four (4) thus chosen, who shall be the Chairman of the Commission. Should the four (4) men fail to agree on the fifth, then three (3) days after the last of the four have been selected, the fifth man shall be named by the United States Board of Mediation and Conciliation. If, for any reason, the selection of the fifth man cannot be made by the United States Board of Mediation and Conciliation, he shall be named by the United States District Judge of the District in which the controversy may have arisen. All expenses incurred in connection with the settlement of such matters shall be borne equally by the two (2) parties to the controversy.

When two firemen are employed on a locomotive as a result of the application of the preceding paragraph, they shall each

be paid the rate for the class of engine next below, per Article II of this Award.

## **PROPOSED BY EMPLOYEES: 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.

## **IT IS AWARDED: ARTICLE XIV.**

### **MISCELLANEOUS.**

#### **Cleaning of Locomotives.**

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

#### **Setting Up Wedges, Filling Grease Cups, Cleaning Headlights, also Placing Supplies on Locomotives.**

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 competent roundhouse force is employed.

Neither will they be required to place on, or remove tools or supplies from locomotives, fill lubricators, flange oilers, headlights, markers or other lamps at points where roundhouse force, or an engine watchman, is employed.

**PROPOSED BY EMPLOYES: 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.

**IT IS AWARDED: ARTICLE XV.****OFFICIAL RECORD OF WEIGHTS ON DRIVERS.**

For the purpose of officially classifying locomotives, each railroad, party to this arbitration, will keep bulletin at all terminals showing actual weight on drivers of all engines in its service.

**PROPOSED BY EMPLOYES: ARTICLE XVI.****THROWING SWITCHES AND FLAGGING.**

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

**IT IS AWARDED: ARTICLE XVI.****THROWING SWITCHES AND FLAGGING.**

The complexity of the service and the variety of the rules are such that this Board does not deem it wise to undertake to formulate a general rule upon this subject at this time.

**GENERAL REGULATIONS.**

In awarding the above rates, rules and conditions it is understood that the engineers or firemen on any railroad may elect to take any daily rate, rule, or condition as herein awarded, but the Board denies right of the men to take a part or whole of any rule herein awarded and couple it with a part or whole of any rule in the present schedule and thereby create a new condition not contemplated by the award.

Nothing herein is to be construed to deprive the engineers or firemen on any railroad from retaining their present rules

and accepting any daily rate that may be awarded, or retain their present daily rate, and accept any awarded rule. It is further understood that the foregoing does not in any manner conflict with or nullify any part of Article 12 of the Arbitration Agreement, which 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, 1913, that are more favorable to the employes than the award of said Board, shall not be modified or affected by said award.”

(Signed) J. C. PRITCHARD, Chairman,

(Signed) CHARLES NAGEL,

(Signed) W. L. PARK,

(Signed) H. E. BYRAM,

Arbitrators.

Attest:

H. S. MILSTEAD,  
Secretary.



**MEMORANDUM FILED BY THE CHAIRMAN.**

I deem it proper to say that in my opinion the freight rates, as well as the yard rates for firemen and engineers, agreed upon by the Board, are not as high as they should be. Nevertheless, the rules as respects weight on drivers, time constituting a day's work, initial and terminal delay and overtime, passenger rates and rules, and other rules, accord to the men substantial benefits which should not be denied them. Therefore, in order that the provisions of the Award may be put into effect and the men permitted to enjoy the benefit accruing therefrom, I conceive it to be my duty to join other members of the Board in making this Award.

I am satisfied that as respects many of the propositions submitted to us we have approached as near as may be at this time a standardization of many important rules and rates which will, in the future, tend to remove many things that have been the cause of innumerable controversies between the railroads and their employes.

(Signed) J. C. PRITCHARD, Chairman.

**STATEMENT BY ARBITRATORS PARK AND  
BYRAM.**

That our signatures to the award may not imply approval of it, in principle or in detail, a brief word of explanation seems necessary.

Any scheme of standardization or approach to it which does not permit of equalization of dissimilar rates and rules, in our opinion, is unsound. The agreement under which the arbitration was held gave no latitude to the Board to adjust or reconcile unequal conditions. It was one-sided. It permitted standardization only if upward.

To such provisions of the award as confer benefits upon men whose present rates and conditions merit adjustment we are in hearty accord; to those who, in our judgment, the testimony showed to have been liberally paid and properly treated, we feel that nothing additional is due them, and, in agreeing to changes in their rates and rules and to other conditions of the award, it was only because it was made apparent that these changes were necessary if we were to have an award at all. It appeared to us that for the maintenance of the principle of arbitration for the adjustment of labor disputes, which is the public interest, our duty lay in this direction, even though additional burdens of expense and regulation follow.

(Signed) W. L. PARK.

(Signed) H. E. BYRAM.

MINORITY REPORT OF F. A. BURGESS AND  
TIMOTHY SHEA, REPRESENTING THE  
BROTHERHOOD OF LOCOMOTIVE EN-  
GINEERS AND BROTHERHOOD OF  
LOCOMOTIVE FIREMEN AND  
ENGINEMEN.

In expressing our dissenting opinion from the award of the Board, we are keenly alive to the fact that a unanimous finding by this Board would have resulted in almost incalculable benefit to the railroads, and employes as well, and, while we would naturally be expected to have at heart the interests of the employes, and to that extent might be termed partisan, yet this was equally true of those gentlemen who were selected by the railroads, in so far as corporate interests are concerned. Notwithstanding this fact, we approached this important and difficult duty with a hope and belief that a unanimous award could be obtained if our actions were guided by a sense of fairness founded on the changed conditions in train operation since 1910, together with the increased high cost of living.

We assumed that the advocates of the railroads would not deny, or the Board fail to recognize, these very essential facts in reaching their conclusions. Indeed, we understand the railroads, in seeking higher passenger and freight rates, predicated their demands to a very great extent, on the increased cost of all supplies they find necessary to purchase, and yet they are unwilling to recognize the same condition in fixing the compensation of employes who are paid on the basis of miles run, and who cannot and do not receive one dollar unless the companies are required to run trains; therefore, it can be clearly seen that the employes in this particular class of service carry all risks incident to the fluctuation of business, because their wages are automatically reduced during times of business depression.

The importance of this arbitration can hardly be overestimated. Both the railroads and employes have made large expenditures of time and money in preparing and presenting to the Board the merits of their questions from different viewpoints.

For substantially four months the Board has heard evi-

dence, and now, in handing down its decision, it has not, in any manner, settled the questions submitted to it for arbitration. The very best that can be said of such an award is that it settles nothing, but simply postpones any further action on the questions involved for a period of twelve months.

In making this statement we are not unmindful of the fact that in no arbitration can either side expect exact justice, or a faultless award, but we take the position that it is manifestly unfair, unreasonable, and unwarranted to employ an award rendered in the Eastern country as the controlling factor in the present arbitration. Especially is this true when the Eastern Board frankly admitted, in its award, that it felt obliged to turn to the only source of information available, viz.: the figures of the Interstate Commerce Commission, even though it recognized they were both unsatisfactory, and unreliable, as they show neither the maximum or minimum earnings, but simply purported to find the daily wage of a certain class of service by dividing the total compensation paid by the number of days worked. But, in spite of these facts, the Board continued to employ these statistics as a basis for an award that was so unfair that it caused great dissatisfaction and in many instances worked a hardship upon the employes interested.

The present Board of Arbitration, in our opinion, has substantially disregarded testimony of witnesses for employes relative to the long hours and heavy tonnage trains, and in fact, all the prevailing conditions in the Western country, giving little or no consideration to the exhibits which, in a graphic way, clearly set forth the increased productive efficiency of engineers and firemen, disregarding the evidence contained in numerous reports by railway officials as to the work of firemen on large engines having almost reached the limit of human endurance, evidently preferring to base their conclusions upon the unsound principle that governed the Eastern Arbitrators, so minutely described by Mr. Morrissey in his dissenting opinion and frankly acknowledged by the full Board as unreliable, although used as a basis in handing down its award.

The testimony presented by the employes showed conclusively that by the installation of larger engines, and the development of larger freight train loads, the Western railroads

had, during recent years, without any corresponding advance in rates of pay, added greatly to the physical work, the nervous exactions, and the already grave responsibilities of locomotive engineers and firemen. This development of operating efficiency was also accompanied, as it was pointed out, in a decreased cost of outlay for wages, per unit of traffic handled, to the railroads for engineers and firemen. These employes, it was shown, hauled more units of traffic as tons or passengers for each dollar received by them in compensation. The revenue gains or profits, arising from these methods of operation, were sufficient to pay all increases in operating expenses, reasonable and fair returns on additional capital investment in the properties and equipment of Western railroads, and to leave an immense surplus, during recent years, for the additional remuneration of engineers and firemen and other railroad employes. During the past five years it was shown that a surplus of more than \$50,000,000 had been thus developed, and engineers and firemen, by their witnesses, demonstrated that they should have a reasonable and fair share in these revenue gains in accordance with their increased labors and responsibilities.

An impartial examination of the financial condition of the Western railroads, as set forth in the employes' exhibits, can leave no doubt that the railroads are able to pay reasonable advances in wages without detriment to their bond and stockholders, and without interfering with necessary improvements to, or extensions of, their properties. The aggregate surplus of 43 representative Western companies, parties to the present proceedings, reported on June 30, 1914, was \$625,895,415, of which sum \$208,278,196 was in actual cash available. Less than one per cent of the Western railroads (the finances of which had been under proper management) were operated at a deficit during the fiscal year 1914. The amount disbursed in dividends by Western railroads was greater in 1914 than in 1913 or in 1910. Many Western railroads, it was also shown, have concealed assets of great value. The timber, oil, and mineral lands of the Southern Pacific have been estimated to have a value \$666,000,000 greater than that reported to the Interstate Commerce Commission. The Northern Pacific, Santa Fe and other companies have also between \$50,000,000 and \$100,000,000 in

timber holdings which do not appear among their reported assets.

Immense financial resources, which should now be available, have been shown to have been dissipated by improper financial management. Of the dividends paid in 1914, more than \$43,000,000 was disbursed by Western railroads on fictitious capital stock. The evidence shows that during the past ten years more than \$250,000,000 was given away in stock bonuses by only eight representative Western railroads. It was also shown that, during recent years large amounts have been lost in commissions and discounts paid to bankers. Banking control, it was shown, had become so concentrated that practically all Western railroads were controlled by the Morgan and Rockefeller groups of affiliated banking institutions. The fact was clearly proven that no Western railroad, whose finances had been properly managed, is in an unfavorable financial condition at the present time. It was also shown from the operating reports of the railroads that, whatever ill effects Western railroads had suffered from the business depression of 1914, were rapidly passing away in the upward trend of trade and industry.

A great opportunity to bring about industrial peace, and the hearty co-operation of the employers and the employes, has been lost by the failure of the Board to equitably and justly settle the questions involved. We believe the public is greatly interested in the safe and proper operation of railroads, and we had hoped that, by this award, the question of wages and working conditions would be settled and allowed to rest for several years; but to expect such a condition when the finding of the Board becomes public, is hopeless.

As representatives of the engineers and firemen, we hold that the information shown by some railroads' exhibits is calculated to mislead, and inaccurately represent the actual facts. We fully appreciate that the wages of engineers and firemen, in some instances, as set forth in railroad exhibits, might appear liberal when the aggregate amounts only were considered; but, close investigation in every such case revealed the fact that the engineers and firemen had either run a great number of miles or worked from thirteen to twenty hours per day during

the month; and we believe that such a plan is not proper to determine whether compensation is fair or unfair.

An attempt to pursue such a method would compel the toiler to work more hours instead of raising the rate per hour, and this certainly would not be in accord with the principle of increasing labor's share of results produced. If such a reactionary policy is to govern this Board we are glad for the privilege given us by the law to file a dissenting opinion in order that we may voice our disapproval of same, for, surely, no act by a Government tribunal could more keenly bring home to the wage earners of this great country the consideration they might expect if Boards, under Government supervision and control, were to review and adjust their wages and working conditions on that basis. The whole theory is so repugnant to us that we feel it our duty to advise not only all railroad employes, but every organization of labor, to seek, by every influence, to secure the revocation of a law that has the smallest tincture of that principle embodied therein; for we believe that the application of such a theory brings us back to the practices and conditions of two hundred years ago, and if allowed to flourish and grow will rapidly place the American wage earner in a condition similar to that of the Mexican peon.

The rates awarded here and the principles promulgated simply mean a sure and gradual decline in rates of pay now existing; for the rates awarded, while tabulated as minimum rates, will, in effect, prove to be the maximum rates on many roads. The decision of this Board makes it practically impossible for the rates granted by the award to be increased except by another concerted movement, as it can be safely assumed no manager will increase any rate through mutual negotiations. Therefore, this Board, by its award, has created a condition that forces the employes to regard the rates fixed as maximum.

To more clearly illustrate this point, the rate now paid on the Chicago, Milwaukee & St. Paul Railroad per 100 miles in through freight service is \$5.55 for engines with weight on drivers from 200,000 to 225,000. The award not only fixes the rate at \$5.45 per 100 miles, but provides that this rate shall apply to all engines under 250,000 on drivers, thereby reducing the rate and increasing the labors of engineers and firemen. The

rate now in effect on a number of railroads per 100 miles is \$5.65 for engines weighing from 225,000 to 250,000 on drivers, and, the awarded rates being \$5.45 per 100 miles, it must be apparent that roads purchasing these large engines in the future will be under no obligation to pay the rate that now obtains on neighboring lines, but will apply the rate fixed by this Board which simply means a gradual decrease of rates fixed by mutual agreement through the evolution of the minimum rate to the maximum rate.

We could at great length give numerous illustrations of this kind, which apply equally to engineers and firemen, but our only purpose is to show the unfairness of the award as handed down by a majority of this Board and this, in our judgment, compels us to file a dissenting opinion; to do otherwise would tacitly give assent to an award that does not permanently settle any of the questions involved, and one that unquestionably will create chaos and ill-feeling among all classes of train service employes and particularly engineers and firemen.

While it is true that we have supported and agreed with a few of the findings as set out in the Award, yet they are so few in number, and their relative importance so insignificant as compared with the remainder, that we do not see any advantage in specifically referring to them.

(Signed) TIMOTHY SHEA, Arbitrator.

(Signed) F. A. BURGESS, Arbitrator.





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