

M E M O R A N D U M

Yardmen Crossing Picket Lines

Concerning dispute relative to the claim of Yard Engine Foreman H. R. Davis and crew, Helpers A. C. Lundgren and J. P. Aldrich, for reinstatement with full seniority and other rights unimpaired, and with pay for all time lost while held out of service because they declined to perform switching service on the track adjacent to the Beatrice Creamery Company plant at Denver, Colorado, while the Creamery Company's employees were out on strike, and were picketing on or near such track, April 11, 1950.

On April 23 and 24, 1950, the issues in this dispute were discussed at length during meetings held in General Manager H. E. Shumway's office, with the following present:

Representing the Company:

Mr. P. J. Lynch, Vice President
 Mr. W. R. Rouse, Asst. Western General Counsel
 Mr. H. E. Shumway, General Manager
 Mr. J. T. Singent, Assistant to Vice President
 Mr. C. E. Breternitz, Terminal Superintendent
 (April 24 only)

Representing the B. of R.T.:

Mr. W. M. Dolan, Vice President
 Mr. A. D. Homan, General Chairman
 Mr. G. A. Clinkenbeard, Secretary General Committee

During the meetings held April 23 and 24, the Carrier's representatives contended that the failure of Yardmen Davis, Lundgren and Aldrich to perform switching service on the track adjacent to the Beatrice Creamery Company plant, April 11, 1950, was sufficient justification for their immediate removal from the job, and subsequent dismissal from the service of the Carrier.

During these meetings the employas' representatives contended that the action of the Carrier's officials in removing Yardmen Davis, Lundgren and Aldrich from service on April 11, 1950, because they declined to cross a picket line to perform switching service at the Beatrice Creamery Company's plant at Denver, April 11, 1950, was improper, and that their subsequent dismissal April 17, 1950, for alleged violation of various transportation rules was unwarranted.

Although the contentions of the parties as outlined in the preceding paragraphs were not resolved to the complete satisfaction of either party, the following understanding was reached and accepted by both parties to this dispute as a basis for disposing of all of the issues covered by this particular case, and also to provide for an orderly method of dealing with similar issue which may develop at some future date, and

IT IS AGREED:

1(a) That Yardmen H. R. Davis, O. C. Lundgren and J. P. Aldrich shall be immediately returned to service with full

ITEM 10 Cont'd

seniority and other rights unimpaired, and with pay for all time lost from April 11, 1950, the date they were removed from service, to and including April 25, 1950. The parties recognize that said three yardmen failed properly to investigate the facts and perform their duty in this case and therefore their respective personal records are assessed 60 demerits.

2(a) That where there is a strike of employes of a plant or industry which is served by the Union Pacific Railroad Company, a joint investigation shall be made promptly by the superintendent and the local chairman, or their authorized representatives, to determine whether the strike is being conducted in an orderly manner, the picketing is peaceful, and if the carrier's employes can perform their usual and regular work in safety and without hazard of violence.

2(b) If the investigation develops that the strike is being conducted in an orderly manner, that the picketing is peaceful, and that the employes have assurance there is no hazard of violence, the Carrier's employes may be required to perform their usual and regular duties.

2(c) If the joint investigation develops that the strike is not being conducted in an orderly manner, or that the picketing is not peaceful, or if there is evidence of hazard of violence, the carrier's employes will not be required or requested to perform any service at such plant, or to cross a picket line of the employes who are on strike, until assurance is given that hazard of violence has ceased.

3. In the event of a difference of opinion as between the superintendent and the local chairman, with respect to the proper interpretation of the evidence developed by the joint investigation, the subject matter will be immediately referred to the General Chairman and the designated General Officer of the Carrier, for their consideration and determination on the basis of the principles hereinbefore set out.

4. This agreement may be terminated by written notice given by either party hereto to the other party on any date in such notice stated, not less, however, than thirty days subsequent to the date on which such notice shall be given.

Dated April 25, 1950.

FOR THE UNION PACIFIC RAILROAD COMPANY (ED)

/s/ H. E. Shumway
General Manager

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN

/s/ A. D. Homan
General Chairman

APPROVED:

/s/ W. M. Dolan
Vice President, Broth. of Railroad Trainmen