Award No. 5393
Docket No. SG-5317

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

J. Glenn Donaldson, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Seaboard Air Line Railroad:

(a) That the Carrier violated and continues to violate the Signalmen's Agreement when it assigned rest days of Sunday and Monday, since September 1, 1949, to certain employes working periods of five days each week, except when holidays occur.

(b) That these certain employes should have been assigned Saturday and Sundays as their rest days.

(c) That each employe affected and improperly laid-off on Mondays be paid eight (8) hours at their straight-time rate for all such Mondays not worked.

(d) That each employe affected and improperly assigned to work on Saturdays be paid the difference between eight (8) hours straight-time they were paid for and eight (8) hours at the time and one-half rate claimed.

EMPLOYES' STATEMENT OF FACTS: Pursuant to the negotiation of an agreement at Norfolk, Va., on June 30, 1949, the Carrier placed into effect, as of September 1, 1949, a shorter work week of forty-hours, consisting of five days of eight hours each with two consecutive rest days off in each seven for employes working on an hourly basis.

Hourly paid employes on five-day positions were assigned Saturday and Sundays as their rest days, except that the occupants of the following hourly paid five-day positions were improperly assigned Sundays and Mondays as their rest days:

Virginia Division

Headquarters	Position
Petersburg, Va.	Sig. Maint. Asst. Maint.
LaCrosse, Va.	Sig. Maint. Asst. Maint.
Henderson, N. C.	Sig. Maint. Asst. Maint.
Raleigh, N. C.	Sig. Maint. Asst. Maint.
Sanford, N. C.	Sig. Maint. Asst. Maint.
Hamlet, N. C.	Sig. Maint. Asst. Maint.
Weldon, N. C.	Sig. Maint.

be either (1) an assigned rest day for such employes, in which event the time-and-one-half would be due under the rest day rule, or (2) the sixth or seventh day worked in a work week, in which event time-and-one-half would be due under the overtime rule.

However, Saturday was properly assigned to such employes as a work day and not as a rest day, so that there can be no proper claim for rest day pay in relation to Saturdays by those signal maintainers who were assigned to work Tuesday-Saturday.

And as the work week of such employes starts on Tuesday, Saturday is not the sixth or seventh day worked in their work week but is only the fifth, day worked, and accordingly time-and-one-half is not due them under the overtime rules.

Based on the showing made hereinabove, the claim of the employes presented in this case should be denied in their entirety because of their complete and absolute lack of any merit whatsoever, and the Seaboard Air Line Railroad respectfully requests the Third Division so to order.

OPINION OF BOARD: Carrier operates as a single-track line except for about 100 miles. 1834 of its 4146 road mileage is signal equipped. From the inauguration of signaling on this road, until September 1, 1949, signal maintainers, assistant signal maintainers and helpers were assigned six-day service per week except for a two months' period in 1934. Effective September 1, 1949, the Carrier instituted a five-day work week with two consecutive rest days off in each seven in lieu of the prior existing six-day assignment. Of the 125 positions in maintenance, 63 positions were assigned Monday through Friday and 62 positions were assigned Tuesday through Saturday under the staggered work week unilaterally applied. It is only the latter group which is involved here.

It is the position of the Organization that the Carrier violated the Signalmen's Agreement when it assigned Monday as a rest day for the 62 employes above mentioned because it states: "The duties of these positions can be reasonably met in the work week of five days with Saturday and Sunday as rest days." It relies on Rule 11(b) (1) of the June 30, 1949, shorter work week Agreement between the parties. It suggests use of relief assignments.

Carrier presents considerable data in justification of its use of the staggered work week whereby signal maintenance is afforded every day except Sunday over the signal-equipped portions of its lines. This by virtue of the fact that the employe working Monday covers the needs of the adjacent signal maintenance section as well as his own and the employe working Saturday reverses the procedure. Separate seniority districts are not involved. (Rule 30.)

It should be noted in considering terminology used in the Agreement of June 30, 1949, that the parties have provided that "the expressions 'position' and 'work' when used in Rule 11 refer to service duties or operations necessary to be performed the specified number of days per week, and not to the work week of individual employes."

Much of the record is devoted to pro and con argument whether six-day signal maintenance service is required on the lines of this Carrier.

In respect to the five-day positions, Rule 11 (b) (1) of the Schedule provides for employe participation in the final determination of the need for staggering the assignment. By employe participation we mean obligation to negotiate, or failing of agreement, claim. There is no similar requirement, however, in the sub-sections which follow and deal with six and seven-day

positions. See also Art. II, Sec. 1(b) and (f) of the Chicago Agreement of March 19, 1949, which suggested the content of Rule 11(b)(1). Decision No. 7 of the Forty Hour Week Committee concerns only the five-day positions and is not helpful here.

Section 11 (d) provides for employe participation but (d) is not involved because that sub-section and its several sub-paragraphs deal solely with the subject of consecutiveness of the rest days and no operational problem requires the splitting of rest days in the instant submission.

Carrier makes an impressive case for the need for six-day signal maintenance service on its lines. Further, and of great significance, is the fact that it is not something born as of September 1, 1949, or of the date of the ruling by the Presidential Emergency Board imposing the five-day work week. Instead it is based upon operational practices which have existed over a period of many years. We cannot presume that Carrier long indulged in a useless waste of funds and no sudden technological change is shown to have occurred in 1949 to alter the need. There is nothing shown by the record which convinces us that Carrier acted arbitrarily in continuing the six-day signal service practice. Accordingly, we find that the nature of the work is such that employes will be needed six days each week and the case is governed by Rule 11 (b) (2) and not Rule 11 (b) (1). Carrier's determination of the question is reasonable and must stand.

Rule 11 (b) (2) expressly provides that the rest days will be either Saturday and Sunday or Sunday and Monday. Carrier has conformed with this requirement, in so far as this sub-section is concerned. Approximately one-half of its signal maintenance force enjoys the first combination and the other half the alternative combination of rest days.

Rule 11 (b) grants the right to stagger the work week. It states, in part:

> "the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday."

Of equal standing, however, is Rule 11 (c) providing:

> "All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven day service or combination thereof, * * *."

Nowhere in the record do we find where effort was made by carrier to carry out the obligation assumed under Rule 11(c). Granted that the staggered work week is a more ready and simpler solution, it would seem that Carrier obligated itself to resort in good faith to handling rest day work by relief assignments where possible. This must be done if one of the purposes of the shorter work week is to be achieved, namely, to spread and maintain employment. Only if the method contemplated by Rule 11 (c) prove unadaptable and insufficient after trial should resort be made to the staggered work week. We must assume that the parties perceived some method of using relief assignments in connection with six and seven day positions, otherwise they would not have incorporated Rule 11 (c) into their Agreement. On the other hand, there is little merit to the suggestion of working the regularly assigned force overtime in lieu of staggering the work week. Such a solution was frowned upon by the Emergency Board and it sought through the penalty provisions to discourage such work schedules. Further, it runs counter to the expressed purposes of the recommended five-day work week which were (1) to give employes two days' rest each week and (2) to spread and maintain employment.

Finding that the Agreement has been breached by Carrier's failure to show attempted compliance with the requirements of Rule 11(c), question remains as to the penalties for such violation. Those employes working Tues-

day through Saturday, suffered monetary loss to the extent that under the stagger system Saturday was considered a regularly assigned work day for which they were paid pro rata rates, when in fact it should have been a rest day, the working of which calls for time and one-half under Rule 12. Considering the intent and purposes of the shorter work week Agreement, we find no justification for honoring claims made for Monday work.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Memorandum of Agreement of June 30, 1949, was violated by Carrier in the respect set forth in the Opinion.

AWARD

Paragraphs (a), (b) and (d) of claim sustained; (c) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. J. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 18th day of July, 1951.

DISSENT TO AWARD NO. 5393, DOCKET NO. SG-5317.

The essential facts involved in this case are set forth in the first paragraph of the opinion of the majority. The Carrier had performed signal maintenance work six days a week for many years prior to September 1, 1949. It decided that it was necessary to continue to perform such work six days a week after September 1, 1949. Consequently, effective September 1, 1949, the Carrier established assignments for the 125 employes in the Maintenance of Signal Department so that 63 were assigned to work Monday through Friday and 62 were assigned Tuesday through Saturday.

As stated in the second paragraph of the opinion of the majority, the Organization contended that all employes in the Signal Maintenance Department must be assigned a work-week from Monday to Friday, inclusive, because it argued that the Carrier could maintain its signal apparatus in five days during the week and that, therefore, Rule 11(b)(1) required the Carrier to give all such employes Saturday and Sunday as rest days.

In the same paragraph of the majority opinion it is stated that the Organization "suggests use of relief assignments." There is no support in the record for this statement, and the Organization never made any such contention before this Board. On the contrary, as stated above, the Organization based its contention in this case solely upon the assertion that it was physically possible for the Carrier to maintain its signal facilities by working employes only five days a week and that, therefore, Rule 11(b) (1) required those work days to be Monday through Friday. Rule 11(b)(1) of the so-called 40-Hour Week Agreement between the parties to this dispute provides as follows:

> "On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday except that if an operational problem arises which the carrier contends cannot be

met under this paragraph (b)(1) and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes contend the contrary, if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect the dispute may be processed as a grievance or claim under the agreement."

In other words, at no point in this case did the Organization ever contend that the Carrier had to establish relief assignments in connection with the performance of its signal maintenance work, but, instead, contended that the maintenance of such equipment could and should be a five-day operation and that consequently, under Rule 11(b)(1) those five days had to be Monday through Friday, inclusive. The Organization then argued that if the Carrier wanted to assign employes from Tuesday to Saturday it could only do so in accordance with the provisions of Rule 11(b)(1) by proving that an operational problem existed which required assignments from Tuesday to Saturday, inclusive. The Organization contended then that the Carrier had failed to prove that it had such an operational problem and that, consequently, all of the employes involved should have been assigned with rest days of Saturday and Sunday and that, therefore, those 62 employes who worked from Tuesday to Saturday, inclusive, were improperly assigned and should be paid as though Saturday had been their rest day.

The Carrier, on the other hand, contended that it was necessary to carry on the operation six days a week and that it, therefore, had the right to set up assignments in such service so long as all of the employes engaged in it had their assignments arranged so that they either had Saturday and Sunday or Sunday and Monday as their rest days and that Rule 11(b)(2) of the Agreement permitted the Carrier to assign 63 employes to work Monday to Friday and 62 to work Tuesday to Saturday, inclusive.

The issue presented by the parties to the Board, therefore, was whether Rule 11(b)(1) of the Agreement was applicable or whether the operation in question was one for six days with Rule 11(b)(2) being applicable.

The majority of this Division has decided this issue in favor of the Carrier. Thus, the majority at page 33 of its opinion has decided:

"Carrier makes an impressive case for the need for six-day signal maintenance service on its lines. Further, and of great significance, is the fact that it is not something born as of September 1, 1949, or of the date of the ruling by the Presidential Emergency Board imposing the five-day work week. Instead it is based upon operational practices which have existed over a period of many years. We cannot presume that Carrier long indulged in a useless waste of funds and no sudden technological change is shown to have occurred in 1949 to alter the need. There is nothing shown by the record which convinces us that Carrier acted arbitrarily in continuing the six-day signal service practice. **Accordingly, we find that the nature of the work is such that employes will be needed six days each week and the case is governed by Rule 11(b)(2) and not Rule 11(b)(1).** Carrier's determination of the question is reasonable and must stand." (Emphasis supplied.)

The majority then decided:

"Rule 11(b)(2) expressly provides that the rest days will be either Saturday and Sunday or Sunday and Monday. Carrier has conformed with this requirement, insofar as this sub-section is concerned. Approximately one-half of its signal maintenance force enjoys the first combination and the other half the alternative combination of rest days."

Thus we find that, up to this point, the majority has decided the only issue presented to it by the parties in favor of the Carrier. It has found that

the operation is a six-day one; it has found that Rule 11(b)(2) of the Agreement is applicable; it has found that Rule 11(b)(2) provides that the rest days of employes engaged in such an operation may be either Saturday and Sunday or Sunday and Monday, i.e., that the employes involved may be assigned to work from Monday to Friday, inclusive, or from Tuesday to Saturday, inclusive, as the Carrier may desire.

Following these conclusions, the majority then embarks upon an excursion into the realm of conjecture with respect to another provision of the Agreement which neither of the parties considered applicable to the dispute and which the majority applies, not only completely opposite to that which it decided with respect to the issues presented to it, but which provision the majority also completely misinterprets. The result is that the opinion of the majority is completely confusing and conflicting on its face and demonstrates its own error.

Following the conclusions referred to above, the majority then refers to Rule 11(c) of the Agreement which provides in part as follows:

> "All **possible** regular relief assignments **with five days of work** and two consecutive rest days will be established to do the work **necessary** on rest days of assignments in six or seven-day service or combination thereof, or to perform such types of work on other days as may be assigned in accordance with the current agreement." (Emphasis supplied.)

Without any contention having been made by either party to this dispute that Rule 11(c) had any bearing upon it, the majority then decides as follows:

> "Granted that the staggered work week is a more ready and simpler solution, it would seem that Carrier obligated itself to resort in good faith to handling rest day work by relief assignments where possible. This must be done if one of the purposes of the shorter work week is to be achieved, namely, to spread and maintain employment. Only if the method contemplated by Rule (c) proved inadaptable and insufficient after trial should resort be made to the staggered work week."

In other words, although the majority has clearly stated that Rule 11(b)(2) governs this case and although it has stated that that rule specifically provides that the Carrier may establish assignments from Monday to Friday, inclusive, or Tuesday to Saturday, inclusive, and although the majority has found that that is exactly what the Carrier did in this case, it then proceeds to hold that the carrier cannot do exactly what Rule 11(b)(2) provides but attaches a condition precedent to the right to stagger forces in this manner. The condition precedent is that the Carrier must have attempted to establish relief positions in such service. The majority then decides that the 62 individuals who were assigned to work Tuesday to Saturday, inclusive, are entitled to be paid at time and half for the work on Saturday on the theory that they should have been assigned from Monday to Friday—Saturday should have been their rest day—and, therefore, they performed service on one of their rest days. This decision inevitably means that the majority has decided that all 125 signal maintenance employes should have been assigned from Monday to Friday. Yet the majority has also clearly stated that Rule 11(b)(1), which is the only rule in the Agreement which provides that all employes must be assigned from Monday to Friday, is not applicable to this dispute and, on the other hand, have held that although Rule 11(b)(2) is applicable and permits the Carrier to establish two kinds of work-weeks, Monday to Friday or Tuesday to Saturday, nevertheless in this case all employes should have been assigned from Monday to Friday. No extended exposition of such hopelessly conflicting conclusions is necessary in order to demonstrate the erroneousness of the award.

The majority, after having decided that all 125 employes should have been assigned from Monday to Friday, then states that the Carrier should have attempted to establish relief assignments in this service. What kind of

relief assignments did the majority have in mind? If all 125 employes should have been assigned Monday to Friday and the Carrier wanted to perform this work six days a week—as the majority has found it had a right to do—the only possible kind of relief assignments that could have been established would have been assignments for one day, namely, Saturday. In effect the majority contends that Rule 11 (c) required the Carrier to hire, train and attempt to keep 125 (or possibly some other undisclosed number) additional employes who would only have gotten one day's work per week. First of all, it is obviously impossible from any practical point of view for the Carrier to establish relief assignments of this kind and certainly, it cannot be assumed, as the majority has done, that Rule 11 (c) was intended to require the Carrier to attempt any such ridiculous experiment before resorting to the clear provisions of Rule 11 (b) (2). Furthermore, Rule 11 (c), as indicated above, only requires that "possible" regular relief assignments will be established; the kind of relief assignments contemplated by this rule are "five days of work" and in the third place the rule only provides that such relief assignments need to be established in order to do "necessary" work. One of the most fundamental principles of construction of contracts is that even where a provision in the contract is ambiguous and one possible interpretation would give the contract meaning and permit of its execution and the alternative would produce a condition impossible of fulfillment, it will not be presumed that the parties intended to agree to perform the impossible. While it might be said that Rule 11 (c), on its face, contains some ambiguity, it cannot be argued with any force that, when it is read in the light of Rule 11 (b) (2), that ambiguity does not disappear completely, nor that it is not clear that the parties intended to permit the Carrier to stagger the work-weeks of its employes in six-day operations. Here it is not only impossible to do what the majority has decided must be done, but even the language of Rule 11 (c) itself clearly does not require the Carrier to establish 125 relief jobs to work only one day in the week. The rule refers to five-day assignments to do necessary work.

Not only would the decision of the majority either compel the Carrier to abandon its six-day operation in favor of a five-day service or establish additional positions with only one day of work, but it would also compel the Carrier to perform a great amount of unnecessary work. The Carrier has found that it can get along with 63 employes on Monday and 62 employes on Saturday. The decision of the majority would compel it to employ 62 more employes on Monday than it has any use for and possibly, more employes on Saturday than the 62 the Carrier needs. While it is true that one of the underlying aims of the 40-Hour Week Agreement was to **spread** employment, as the majority states, certainly no one can contend that it was an aim of that Agreement to require the carriers to provide **unnecessary** employment. In order that every attempt may be made to rationalize the majority opinion in this case, let us assume for the moment that the majority had some device in mind with respect to the establishment of relief positions other than the one of assigning the 125 regular employes to work Monday to Friday and then hiring additional employes to provide relief on Saturday. What other possibilities are there with respect to the establishment of relief positions in this case? Let us suppose for the moment that the majority had in mind that the 125 regular employes could be assigned 63 Monday to Friday and 62 Tuesday to Saturday and that relief assignments of some nature had to be established. At the outset, of course, such an arrangement would involve a staggered work week for the regular men—which the majority says must be avoided. Nevertheless, if this device were used then the Carrier would have to obtain additional employes to work on Monday (along with the 63 regular employes) and additional employes to work on Saturday (along with the 62 regular men). Thus, the additional men hired to work on Monday would be relief employes for the regular men who are now assigned Tuesday to Saturday, and the additional employes who would work on Saturday would be relieving those regular men who are now assigned Monday to Friday. The same additional men could not perform relief work on both Monday and Saturday because Rule 11 (b) (2) provides that in six-day operations the rest days **must** be either Saturday and

Sunday or Sunday and Monday. This means that **everybody** in such operations must have Sunday off and also that **everybody** must have, in addition, either Saturday or Monday as rest days. This rule does not distinguish between regular jobs and relief jobs in this respect and, consequently, no one relief man could work both Saturday **and** Monday. Therefore, here again we find that the Carrier would have to obtain additional employes each of which would only get one day's work—some of them would work on Monday but could not work on Saturday, and some of them would work on Saturday but could not also work on Monday. Obviously, this device would provide no more sensible a solution than the one described above and which the majority apparently had in mind.

Suppose we assume for the moment the only other possibility, namely, that the Carrier is required by the majority decision to establish relief positions with five days of work—since these are the kind of relief positions to which 11 (c) refers. In such a situation, in order to provide relief on Saturday and Monday, the Carrier would have to establish additional positions to provide relief on Monday, but, in order to work them five days a week, they would also have to work Tuesday, Wednesday, Thursday, and Friday. Likewise, in order to provide relief for Saturday, the Carrier would have to establish entirely separate and additional jobs, the occupants of which, in order to get five days work, would have to work Tuesday through Saturday. Then the Carrier would have a certain number of men working on Monday and Saturday and a greater number of men working Tuesday to Friday, inclusive (i. e., from Tuesday to Friday it would have the total number of regular men plus the relief men). If this were done, the Carrier would be in exactly the same position it is in at the present time, i. e., it would still have a number of men on Monday and Saturday (as compared to 63 and 62, respectively, at the present time) and a greater number of men during the rest of the week (as compared to 125 at the present time), and in such a case the Organization would have exactly the same kind of case which is now before the Board and with exactly the same facts except the number of employes would be increased. It is conceivable that by a series of cases before the Board exactly like the present one such a device could be used to multiply the number of employes which the Carrier would have to use to the point of infinity.

Thus, we see that there is no possible practical way in which the Carrier could establish relief positions in this six-day operation of signal maintenance, and it becomes perfectly apparent that the majority here has become hopelessly confused with respect to the provisions of this Agreement and has attempted to impose upon the Carrier a condition impossible of fulfillment. But the majority does not say **unconditionally** that the Carrier may not stagger its forces in six-day service—it says on the other hand that it may do so but **only** after it has first attempted to establish relief positions. Therefore, even under the majority's own decision and when the practical possibilities in the case are understood, it becomes apparent that the requirement that the Carrier establish relief positions is a futile and impossible task, and the majority, even under its own reasoning, should have held that the Carrier in this case has satisfied the condition precedent which the majority sets up (i. e., proving that it is not practical to establish relief jobs before staggering forces) and was free to stagger its forces as it has done.

In fact, if any burden existed with respect to proving that the Carrier had the right to stagger the work weeks of its employes in this case, the burden rested upon the **Organization** to prove that relief assignments were more practical. This is evident from the fact that on February 27, 1949, the members of the Emergency Board that recommended the 40-hour week wrote a letter to the Organizations and Carriers involved stating:

> "The next question relates to the staggering of the work week and Saturdays and Sundays as the days of rest. Obviously, if the work week is staggered some employes cannot have these specific days off. That the Board expected deviations from this pattern is made abundantly clear by its repeated use of the expressions

'staggered work week', 'in accordance with operational requirements,' and 'so far as practical.' The great variety of conditions met in the railroad system of the country and even varied conditions on a single railroad require flexibility on this matter. The tenor and substance of the Board's discussions and recommendation show definitely that the Board intended to permit the Carriers to stagger work weeks. In contrast with the obligation of the Carriers to sustain the burden of proof in the matter of non-consecutive rest days, it is for the employes here to show that some particular operational requirements of the Carrier are not better met by having the work weeks staggered."

We submit that it is extremely regrettable that this Board should have arrived at any such illogical and ridiculous conclusion in this case because of the deviation of the majority from the issues presented to the Board and the rules which the parties themselves contended were governing. It is also regrettable that in this unwarranted deviation from the contentions of the parties the majority made any such cursory and haphazard investigation into the obvious purposes of Rule 11 (c). In this connection it will be noted that that portion of Rule 11 (c) which the majority quotes omits the words "or to perform such types of work on other days as may be assigned in accordance with the current agreement." This portion of the rule has significance because it tends to indicate the over-all purpose that the parties had in mind. The situations which Rule 11 (c) had in mind were, first, the one where a given class of employes has common seniority rights to a number of occupations so that, with respect to six-day operations, an individual could be worked on one job as a regular man four days a week (not relieving anyone) and as a relief man on a different job on Saturday or Monday relieving a regularly assigned man and, secondly, the situation where the same class of employes was engaged in operations which at one location were conducted six days a week and at another location (within the same seniority district) were conducted seven days a week. In this latter instance, one man (where the seniority rules permit) could work as a relief on Saturday or Monday in the six-day operation and work four other days as relief in the seven-day operation. No such possibilities exist in the present case. Signal maintenance employes on this Carrier, as on most other railroads, do not engage in the performance of a number of occupations but have only one occupation available, that is the maintenance of signal equipment as maintainers, assistant maintainers, or helpers. Furthermore, there are no seven-day signal maintenance operations on this Carrier. Therefore, there is no possibility of combining relief assignments in these fashions, and it is, as stated above, impossible to establish relief assignments in this service without on the one hand requiring the Carrier to do what is practically impossible, namely, obtain a number of employes who will only have one day's work or employ a great many more men than are necessary on Tuesday, Wednesday, Thursday, and Friday, with the additional objection that in the latter instance the situation would be exactly the same as it is now except that the number of employes would be increased.

For the reasons stated herein, we dissent.

(s) C. P. Dugan
(s) J. E. Kemp
(s) R. M. Butler
(s) A. H. Jones
(s) R. H. Allison