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Annual Report of the
United States Board
of Mediation ~ 1927

UNITED STATES BOARD OF MEDIATION MEMBERS, 1927

SAMUEL E. WINSLOW, *Chairman*

G. WALLACE W. HANGER.
EDWIN P. MORROW.

PAT M. NEFF.¹
JOHN WILLIAMS²

JOHN MARRINAN, *Secretary*

¹ Appointed Feb. 14, 1927, to succeed Carl Williams, resigned.

² Appointed Feb. 28, 1927, to succeed Hywel Davies, deceased.

Annual Report
OF THE
United States
Board of Mediation



For the Fiscal Year
ended June 30
1927



UNITED STATES
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WASHINGTON
1927

ANNUAL REPORTS
of
UNITED STATES BOARD OF MEDIATION

(COMPLETE)

1927-1934

Note: For the purpose of making the Volumes of annual reports uniform in thickness, printed copies of "Determination of craft or class" (1934-1948) issued by the National Mediation Board has been used as a filler in lieu of blank paper.

CONTENTS

	Page
Letter of transmittal.....	v
Creation of the Board of Mediation:	
(1) Text of the railway labor act.....	1
(2) Organization.....	9
Financial statement.....	10
The work of the board:	
Table 1.—Cases of mediation and arbitration.....	12
Table 2.—Arbitrations.....	25
Summary of arbitrations.....	35
Table 3.—Settlements.....	47
General.....	47

LETTER OF TRANSMITTAL

BOARD OF MEDIATION,
OFFICE OF THE CHAIRMAN,
Washington, D. C., November 1, 1927.

*To the Senate and House of Representatives of the United States of
America in Congress assembled:*

Pursuant to the provisions of section 4, paragraph 2, of Public, No. 257, approved May 20, 1926, I have the honor to submit the first annual report of the Board of Mediation for the fiscal year ended June 30, 1927.

SAMUEL E. WINSLOW,
Chairman, Board of Mediation.

FIRST ANNUAL REPORT OF THE BOARD OF MEDIATION

CREATION OF THE BOARD OF MEDIATION

The Board of Mediation was established as an independent agency in the executive branch of the Government by the provisions of the railway labor act approved May 20, 1926. The text of the act, Public, No. 257, Sixty-ninth Congress, follows:

[PUBLIC—No. 257—69TH CONGRESS]

[H. R. 9463]

AN ACT To provide for the prompt disposition of disputes between carriers and their employees, and for other purposes

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

DEFINITIONS

SECTION 1. When used in this act and for the purposes of this act:

First. The term "carrier" includes any express company, sleeping-car company, and any carrier by railroad, subject to the interstate commerce act, including all floating equipment such as boats, barges, tugs, bridges and ferries; and other transportation facilities used by or operated in connection with any such carrier by railroad, and any receiver or any other individual or body, judicial or otherwise, when in the possession of the business of employers or carriers covered by this act: *Provided, however,* That the term "carrier" shall not include any street, interurban, or suburban electric railway unless such a railway is operating as a part of a general steam railroad system of transportation, but shall not exclude any part of the general steam railroad system of transportation now or hereafter operated by any other motive power;

Second. The term "adjustment board" means one of the boards of adjustment provided for this act;

Third. The term "Board of Mediation" means the Board of Mediation created by this act;

Fourth. The term "commerce" means commerce among the several States or between any State, Territory, or the District of Columbia and any foreign nation, or between any Territory or the District of Columbia and any State, or between any Territory and any other Territory, or between any Territory and the District of Columbia, or within any Territory or the District of Columbia, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign nation.

Fifth. The term "employee" as used herein includes every person in the service of a carrier (subject to its continuing authority to supervise and direct the manner of rendition of his service) who performs any work defined as that of an employee or subordinate official in the orders of the Interstate Commerce Commission now in effect, and as the same may be amended or interpreted by orders hereafter entered by the commission pursuant to the authority which is hereby conferred upon it to enter orders amending or interpreting such existing orders: *Provided, however,* That no occupational classification made by order of the Interstate Commerce Commission shall be construed to define the crafts according to which railway employees may be organized by their voluntary action, nor shall the jurisdiction or powers of such employee organizations be regarded as in any way limited or defined by the provisions of this act or by the orders of the commission.

Sixth. The term "district court" includes the Supreme Court of the District of Columbia; and the term "circuit court of appeals" includes the Court of Appeals of the District of Columbia.

This act may be cited as the railway labor act.

GENERAL DUTIES

SEC. 2. First. It shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions, and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of any dispute between the carrier and the employees thereof.

Second. All disputes between a carrier and its employees shall be considered, and, if possible, decided with all expedition, in conference between representatives designated and authorized so to confer, respectively, by the carriers and by the employees thereof interested in the dispute.

Third. Representatives, for the purposes of this act, shall be designated by the respective parties in such manner as may be provided in their corporate organization or unincorporated association, or by other means of collective action without interference, influence, or coercion exercised by either party over the self-organization or designation of representatives by the other.

Fourth. In case of a dispute between a carrier and its employees, arising out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, it shall be the duty of the designated representative or representatives of such carrier and of such employees, within ten days after the receipt of notice of a desire on the part of either party to confer in respect to such dispute, to specify a time and place at which such conference shall be held: *Provided*, (1) That the place so specified shall be situated upon the railroad line of the carrier involved unless otherwise mutually agreed upon; and (2) that the time so specified shall allow the designated conferees reasonable opportunity to reach such place of conference, but shall not exceed twenty days from the receipt of such notice: *And provided further*, That nothing in this paragraph shall be construed to supersede the provisions of any agreement (as to conferences) then in effect between the parties.

Fifth. Disputes concerning changes in rates of pay, rules, or working conditions shall be dealt with as provided in section 6 and in other provisions of this act relating thereto.

BOARDS OF ADJUSTMENT—GRIEVANCES—INTERPRETATION OF AGREEMENTS

SEC. 3. First. Boards of adjustment shall be created by agreement between any carrier or group of carriers, or the carriers as a whole, and its or their employees.

The agreement—

(a) Shall be in writing;
(b) Shall state the group or groups of employees covered by such adjustment board;

(c) Shall provide that disputes between an employee or group of employees and a carrier, growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, that the dispute shall be referred to the designated adjustment board by the parties, or by either party, with a full statement of the facts and all supporting data bearing upon the dispute;

(d) Shall provide that the parties may be heard either in person, by counsel, or by other representative, as they may respectively elect, and that adjustment boards shall hear and, if possible, decide promptly all disputes referred to them as provided in paragraph (c). Adjustment boards shall give due notice of all hearings to the employee or employees and the carrier or carriers involved in the dispute;

(e) Shall stipulate that decisions of adjustment boards shall be final and binding on both parties to the dispute; and it shall be the duty of both to abide by such decisions;

(f) Shall state the number of representatives of the employees and the number of representatives of the carrier or carriers on the adjustment board, which number of representatives, respectively, shall be equal;

(g) Shall provide for the method of selecting members and filling vacancies;

(h) Shall provide for the portion of expenses to be assumed by the respective parties;

(i) Shall stipulate that a majority of the adjustment board members shall be competent to make an award, unless otherwise mutually agreed;

ANNUAL REPORT OF BOARD OF MEDIATION

(j) Shall stipulate that adjustment boards shall meet regularly at such times and places as designated; and

(k) Shall provide for the method of advising the employees and carrier or carriers of the decisions of the board.

Second. Nothing in this act shall be construed to prohibit an individual carrier and its employees from agreeing upon the settlement of disputes through such machinery of contract and adjustment as they may mutually establish.

BOARD OF MEDIATION

SEC. 4. First. There is hereby established, as an independent agency in the executive branch of the Government, a board to be known as the Board of Mediation and to be composed of five members appointed by the President, by and with the advice and consent of the Senate. The terms of office of the members first taking office shall expire, as designated by the President at the time of nomination, one at the end of the first year, one at the end of the second year, one at the end of the third year, one at the end of the fourth year, and one at the end of the fifth year, after January 1, 1926. The terms of office of all successors shall expire five years after the expiration of the terms for which their predecessors were appointed; but any member appointed to fill a vacancy occurring prior to the expiration of the term for which his predecessor was appointed shall be appointed only for the unexpired term of his predecessor. Vacancies in the board shall not impair the powers nor affect the duties of the board nor of the remaining members of the board. A majority of the members in office shall constitute a quorum for the transaction of the business of the board. Each member of the board shall receive a salary at the rate of \$12,000 per annum, together with necessary traveling expenses and subsistence expenses, or per diem allowance in lieu thereof, subject to the provisions of law applicable thereto, while away from the principal office of the board on business required by this act. No person in the employment of or who is pecuniarily or otherwise interested in any organization of employees or any carrier shall enter upon the duties of or continue to be a member of the board.

A member of the board may be removed by the President for inefficiency, neglect of duty, malfeasance in office, or ineligibility, but for no other cause.

Second. The board shall annually designate a member to act as chairman. The board shall maintain its principal office in the District of Columbia, but it may meet at any other place whenever it deems it necessary. The board may designate one or more of its members to exercise the functions of the board in mediation proceedings. Each member of the board shall have power to administer oaths and affirmations. The board shall have a seal which shall be judicially noticed. The board shall make an annual report to Congress.

Third. The board may (1) appoint such experts and assistants to act in a confidential capacity and, subject to the provisions of the civil service laws, such other officers and employees, and (2) in accordance with the classification act of 1923 fix the salary of such experts, assistants, officers, and employees, and (3) make such expenditures (including expenditures for rent and personal services at the seat of government and elsewhere, for law books, periodicals, and books of reference, and for printing and binding, and including expenditures for salaries and compensation, necessary traveling expenses and expenses actually incurred for subsistence, and other necessary expenses of boards of arbitration, in accordance with the provisions of section 7) as may be necessary for the execution of the functions vested in the board, or in the boards of arbitration, and as may be provided for by the Congress from time to time. All expenditures of the board shall be allowed and paid on the presentation of itemized vouchers therefor approved by the chairman.

FUNCTIONS OF BOARD OF MEDIATION

SEC. 5. First. The parties, or either party, to a dispute between an employee or group of employees and a carrier may invoke the services of the Board of Mediation created by this act, or the Board of Mediation may proffer its services, in any of the following cases:

(a) A dispute arising out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions not adjusted by the parties in conference and not decided by the appropriate adjustment board;

(b) A dispute which is not settled in conference between the parties, in respect to changes in rates of pay, rules, or working conditions;

(c) Any other dispute not decided in conference between the parties.

In either event the said board shall promptly put itself in communication with the parties to such controversy, and shall use its best efforts, by mediation, to bring them to agreement. If such efforts to bring about an amicable adjustment through mediation shall be unsuccessful, the said board shall at once endeavor as its final required action (except as provided in paragraph third of this section and in section 10 of this act), to induce the parties to submit their controversy to arbitration in accordance with the provisions of this act.

Second. In any case in which a controversy arises over the meaning or the application of any agreement reached through mediation under the provisions of this act, either party to the said agreement, or both, may apply to the Board of Mediation for an interpretation as to the meaning or application of such agreement. The said board shall upon receipt of such request notify the parties to the controversy, and after a hearing of both sides give its interpretation within thirty days.

Third. The Board of Mediation shall have the following duties with respect to the arbitration of disputes under section 7 of this act:

(a) On failure of the arbitrators named by the parties to agree on the remaining arbitrator or arbitrators within the time set by section 7 of this act, it shall be the duty of the Board of Mediation to name such remaining arbitrator or arbitrators. It shall be the duty of the board in naming such arbitrator or arbitrators to appoint only those whom the board shall deem wholly disinterested in the controversy to be arbitrated and impartial and without bias as between the parties to such arbitration. Should, however, the board name an arbitrator or arbitrators not so disinterested and impartial, then, upon proper investigation and presentation of the facts, the board shall promptly remove such arbitrator.

If an arbitrator named by the Board of Mediation, in accordance with the provisions of this act, shall be removed by such board as provided by this act, or if such an arbitrator refuses or is unable to serve, it shall be the duty of the Board of Mediation, promptly, to select another arbitrator, in the same manner as provided in this act for an original appointment by the Board of Mediation.

(b) Any member of the Board of Mediation is authorized to take the acknowledgment of an agreement of arbitration under this act. When so acknowledged, or when acknowledged by the parties before a notary public or the clerk of a district court or a circuit court of appeals of the United States, such agreement to arbitrate shall be delivered to a member of said board, or transmitted to said board, to be filed in its office.

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

(d) Either party to an arbitration desiring the reconvening of a board of arbitration to pass upon any controversy arising over the meaning or application of an award may so notify the Board of Mediation in writing, stating in such notice the question or questions to be submitted to such reconvened board. The Board of Mediation shall thereupon promptly communicate with the members of the board of arbitration, or a subcommittee of such board appointed for such purpose pursuant to a provision in the agreement to arbitrate, and arrange for the reconvening of said board or subcommittee, and shall notify the respective parties to the controversy of the time and place at which the board, or the subcommittee will meet for hearings upon the matters in controversy to be submitted to it. No evidence other than that contained in the record filed with the original award shall be received or considered by such reconvened board or subcommittee, except such evidence as may be necessary to illustrate the interpretations suggested by the parties. If any member of the original board is unable or unwilling to serve on such reconvened board or subcommittee thereof, another arbitrator shall be named in the same manner and with the same powers and duties as such original arbitrator.

(e) The Interstate Commerce Commission, the Bureau of Labor Statistics, and the custodian of the records, respectively, of the Railroad Labor Board, of

the mediators designated in the act approved June 1, 1898, providing for mediation and arbitration, known as the Erdman Act, and of the Board of Mediation and Conciliation created by the act approved July 15, 1913, providing for mediation, conciliation, and arbitration, known as the Newlands Act, are hereby authorized and directed to transfer and deliver to the Board of Mediation created by this act any and all papers and documents heretofore filed with or transferred to them, respectively, bearing upon the settlement, adjustment, or determination of disputes between carriers and their employees or upon mediation or arbitration proceedings held under or pursuant to the provisions of any act of Congress in respect to such disputes; and the President is authorized to require the transfer and delivery to the Board of Mediation, created by this act, of any and all such papers and documents filed with or in the possession of any agency of the Government. The President is authorized to designate a custodian of the records and property of the Railroad Labor Board, until the transfer and delivery of such records to the Board of Mediation and the disposition of such property in such manner as the President may direct.

PROCEDURE IN CHANGING RATES OF PAY, RULES, AND WORKING CONDITIONS

SEC. 6. Carriers and the representatives of the employees shall give at least thirty days' written notice of an intended change affecting rates of pay, rules, or working conditions, and the time and place for conference between the representatives of the parties interested in such intended changes shall be agreed upon within ten days after the receipt of said notice, and said time shall be within the thirty days provided in the notice. Should changes be requested from more than one class or associated classes at approximately the same time, this date for the conference shall be understood to apply only to the first conference for each class, it being the intent that subsequent conferences in respect to each request shall be held in the order of its receipt and shall follow each other with reasonable promptness. In every case where such notice of intended change has been given, or conferences are being held with reference thereto, or the services of the Board of Mediation have been requested by either party, or said board has proffered its services, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon, as required by section 5 of this act, by the Board of Mediation, unless a period of ten days has elapsed after termination of conferences without request for or proffer of the services of the Board of Mediation.

ARBITRATION

SEC. 7. First. Whenever a controversy shall arise between a carrier or carriers and its or their employees which is not settled either in conference between representatives of the parties or by the appropriate adjustment board or through mediation, in the manner provided in the preceding sections, such controversy may, by agreement of the parties to such controversy, be submitted to the arbitration of a board of three (or, if the parties to the controversy so stipulate, of six) persons: *Provided, however,* That the failure or refusal of either party to submit a controversy to arbitration shall not be construed as a violation of any legal obligation imposed upon such party by the terms of this act or otherwise.

Second. Such board of arbitration shall be chosen in the following manner:

(a) In the case of a board of three the carrier or carriers and the representatives of the employees, parties respectively to the agreement to arbitrate, shall each name one arbitrator; the two arbitrators thus chosen shall select a third arbitrator. If the arbitrators chosen by the parties shall fail to name the third arbitrator within five days after their first meeting, such third arbitrator shall be named by the Board of Mediation.

(b) In the case of a board of six the carrier or carriers and the representatives of the employees, parties respectively to the agreement to arbitrate, shall each name two arbitrators; the four arbitrators thus chosen shall, by a majority vote, select the remaining two arbitrators. If the arbitrators chosen by the parties shall fail to name the two arbitrators within fifteen days after their first meeting, the said two arbitrators, or as many of them as have not been named, shall be named by the Board of Mediation.

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

(b) The board of arbitration shall organize and select its own chairman and make all necessary rules for conducting its hearings: *Provided, however,* That the board of arbitration shall be bound to give the parties to the controversy a full and fair hearing, which shall include an opportunity to present evidence in support of their claims, and an opportunity to present their case in person, by counsel, or by other representative as they may respectively elect.

(c) Upon notice from the Board of Mediation that the parties, or either party, to an arbitration desire the reconvening of the board of arbitration (or a subcommittee of such board of arbitration appointed for such purpose pursuant to the agreement to arbitrate) to pass upon any controversy over the meaning or application of their award, the board, or its subcommittee, shall at once reconvene. No question other than, or in addition to, the questions relating to the meaning or application of the award, submitted by the party or parties in writing, shall be considered by the reconvened board of arbitration or its subcommittee.

Such rulings shall be acknowledged by such board or subcommittee thereof in the same manner, and filed in the same district court clerk's office, as the original award and become a part thereof.

(d) No arbitrator, except those chosen by the Board of Mediation, shall be incompetent to act as an arbitrator because of his interest in the controversy to be arbitrated, or because of his connection with or partiality to either of the parties to the arbitration.

(e) Each member of any board of arbitration created under the provisions of this act named by either party to the arbitration shall be compensated by the party naming him. Each arbitrator selected by the arbitrators or named by the Board of Mediation shall receive from the Board of Mediation such compensation as the Board of Mediation may fix, together with his necessary traveling expenses and expenses actually incurred for subsistence, while serving as an arbitrator.

(f) The board of arbitration shall furnish a certified copy of its award to the respective parties to the controversy, and shall transmit the original, together with the papers and proceedings and a transcript of the evidence taken at the hearings, certified under the hands of at least a majority of the arbitrators, to the clerk of the district court of the United States for the district wherein the controversy arose or the arbitration is entered into, to be filed in said clerk's office as hereinafter provided. The said board shall also furnish a certified copy of its award, and the papers and proceedings, including testimony relating thereto, to the Board of Mediation, to be filed in its office; and in addition a certified copy of its award shall be filed in the office of the Interstate Commerce Commission: *Provided, however,* That such award shall not be construed to diminish or extinguish any of the powers or duties of the Interstate Commerce Commission, under the interstate commerce act, as amended.

(g) A board of arbitration may, subject to the approval of the Board of Mediation, employ and fix the compensation of such assistants as it deems necessary in carrying on the arbitration proceedings. The compensation of such employees, together with their necessary traveling expenses and expenses actually incurred for subsistence, while so employed, and the necessary expenses of boards of arbitration, shall be paid by the Board of Mediation.

Whenever practicable, the board shall be supplied with suitable quarters in any Federal building located at its place of meeting or at any place where the board may conduct its proceedings or deliberations.

(h) All testimony before said board shall be given under oath or affirmation, and any member of the board shall have the power to administer oaths or affirmations. The board of arbitration, or any member thereof, shall have the power to require the attendance of witnesses and the production of such books, papers, contracts, agreements, and documents as may be deemed by the board of arbitration material to a just determination of the matters submitted to its arbitration, and may for that purpose request the clerk of the district court of the United States for the district wherein said arbitration is being conducted to issue the necessary subpoenas, and upon such request the said clerk or his duly authorized deputy shall be, and he hereby is, authorized, and it shall be his duty, to issue such subpoenas. In the event of the failure of any person to comply with any such subpoena, or in the event of the contumacy of any witness appearing before the board of arbitration, the board may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements, and documents to the same extent and under the same conditions and penalties as provided for in the act to regulate commerce approved February 4, 1887, and the amendments thereto.

Any witness appearing before a board of arbitration shall receive the same fees and mileage as witnesses in courts of the United States, to be paid by the party securing the subpoena.

SEC. 8. The agreement to arbitrate—

(a) Shall be in writing;
(b) Shall stipulate that the arbitration is had under the provisions of this act;
(c) Shall state whether the board of arbitration is to consist of three or of six members;

(d) Shall be signed by the duly accredited representatives of the carrier or carriers and the employees, parties respectively to the agreement to arbitrate, and shall be acknowledged by said parties before a notary public, the clerk of a district court or circuit court of appeals of the United States, or before a member of the Board of Mediation, and, when so acknowledged, shall be filed in the office of the Board of Mediation;

(e) Shall state specifically the questions to be submitted to the said board for decision; and that, in its award or awards, the said board shall confine itself strictly to decisions as to the questions so specifically submitted to it;

(f) Shall provide that the questions, or any one or more of them, submitted by the parties to the board of arbitration may be withdrawn from arbitration on notice to that effect signed by the duly accredited representatives of all the parties and served on the board of arbitration;

(g) Shall stipulate that the signatures of a majority of said board of arbitration affixed to their award shall be competent to constitute a valid and binding award;

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

(i) Shall fix a period from the beginning of the hearings within which the said board shall make and file its award: *Provided*, That the parties may agree at any time upon an extension of this period;

(j) Shall provide for the date from which the award shall become effective and shall fix the period during which the award shall continue in force;

(k) Shall provide that the award of the board of arbitration and the evidence of the proceedings before the board relating thereto, when certified under the hands of at least a majority of the arbitrators, shall be filed in the clerk's office of the district court of the United States for the district wherein the controversy arose or the arbitration was entered into, which district shall be designated in the agreement; and, when so filed, such award and proceedings shall constitute the full and complete record of the arbitration;

(l) Shall provide that the award, when so filed, shall be final and conclusive upon the parties as to the facts determined by said award and as to the merits of the controversy decided;

(m) Shall provide that any difference arising as to the meaning, or the application of the provisions, of an award made by a board of arbitration shall be referred back for a ruling to the same board, or, by agreement, to a subcommittee of such board; and that such ruling, when acknowledged in the same manner, and filed in the same district court clerk's office, as the original award, shall be a part of and shall have the same force and effect as such original award; and

(n) Shall provide that the respective parties to the award will each faithfully execute the same.

The said agreement to arbitrate, when properly signed and acknowledged as herein provided, shall not be revoked by a party to such agreement: *Provided, however*, That such agreement to arbitrate may at any time be revoked and canceled by the written agreement of both parties, signed by their duly accredited representatives, and (if no board of arbitration has yet been constituted under the agreement) delivered to the Board of Mediation or any member thereof; or, if the board of arbitration has been constituted as provided by this act, delivered to such board of arbitration.

SEC. 9. First. The award of a board of arbitration, having been acknowledged as herein provided, shall be filed in the clerk's office of the district court designated in the agreement to arbitrate.

Second. An award acknowledged and filed as herein provided shall be conclusive on the parties as to the merits and facts of the controversy submitted to arbitration, and unless, within ten days after the filing of the award, a petition to impeach the award, on the grounds hereinafter set forth, shall be filed in the clerk's office of the court in which the award has been filed, the court shall enter judgment on the award, which judgment shall be final and conclusive on the parties.

Third. Such petition for the impeachment or contesting of any award so filed shall be entertained by the court only on one or more of the following grounds:

(a) That the award plainly does not conform to the substantive requirements laid down by this act for such awards, or that the proceedings were not substantially in conformity with this act;

(b) That the award does not conform, nor confine itself, to the stipulations of the agreement to arbitrate; or

(c) That a member of the board of arbitration rendering the award was guilty of fraud or corruption; or that a party to the arbitration practiced fraud or corruption which fraud or corruption affected the result of the arbitration: *Provided, however,* That no court shall entertain any such petition on the ground that an award is invalid for uncertainty; in such case the proper remedy shall be a submission of such award to a reconvened board, or subcommittee thereof, for interpretation, as provided by this act: *Provided further,* That an award contested as herein provided shall be construed liberally by the court, with a view to favoring its validity, and that no award shall be set aside for trivial irregularity or clerical error, going only to form and not to substance.

Fourth. If the court shall determine that a part of the award is invalid on some ground or grounds designated in this section as a ground of invalidity, but shall determine that a part of the award is valid, the court shall set aside the entire award: *Provided, however,* That, if the parties shall agree thereto, and if such valid and invalid parts are separable, the court shall set aside the invalid part, and order judgment to stand as to the valid part.

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

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

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

Eighth. Nothing in this act shall be construed to require an individual employee to render labor or service without his consent, nor shall anything in this act be construed to make the quitting of his labor or service by an individual employee an illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service, without his consent.

EMERGENCY BOARD

SEC. 10. If a dispute between a carrier and its employees be not adjusted under the foregoing provisions of this act and should, in the judgment of the Board of Mediation, threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the Board of Mediation shall notify the President, who may thereupon, in his discretion, create a board to investigate and report respecting such dispute. Such board shall be composed of such number of persons as to the President may seem desirable: *Provided, however,* That no member appointed shall be pecuniarily or otherwise interested in any organization of employees or any carrier. The compensation of the members of any such board shall be fixed by the President. Such board shall be created separately in each instance and it shall investigate promptly the facts as to the dispute and make a report thereon to the President within thirty days from the date of its creation.

There is hereby authorized to be appropriated such sums as may be necessary for the expenses of such board, including the compensation and the necessary traveling expenses and expenses actually incurred for subsistence, of the members of the board. All expenditures of the board shall be allowed and paid on the presentation of itemized vouchers therefor approved by the chairman.

After the creation of such board and for thirty days after such board has made its report to the President, no change, except by agreement, shall be made by the parties to the controversy in the conditions out of which the dispute arose.

GENERAL PROVISIONS

SEC. 11. If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the remainder of the act, and the application of such provision to other persons or circumstances, shall not be affected thereby.

SEC. 12. There is hereby authorized to be appropriated such sums as may be necessary for expenditure by the Board of Mediation in carrying out the provisions of this act.

SEC. 13. (a) Paragraph "Second" of subdivision (b) of section 128 of the Judicial Code, as amended, is amended to read as follows:

"Second. To review decisions of the district courts, under section 9 of the railway labor act."

(b) Section 2 of the act entitled "An act to amend the Judicial Code, and to further define the jurisdiction of the circuit court of appeals and of the Supreme Court, and for other purposes," approved February 13, 1925, is amended to read as follows:

"SEC. 2. That cases in a circuit court of appeals under section 9 of the railway labor act; under section 5 of 'An act to create a Federal Trade Commission, to define its powers and duties, and for other purposes,' approved September 26, 1914; and under section 11 of 'An act to supplement existing laws against unlawful restraints and monopolies, and for other purposes,' approved October 15, 1914, are included among the cases to which sections 239 and 240 of the Judicial Code shall apply."

SEC. 14. Title III of the transportation act, 1920, and the act approved July 15, 1913, providing for mediation, conciliation, and arbitration, and all acts and parts of acts in conflict with the provisions of this act are hereby repealed, except that the members, secretary, officers, employees, and agents of the Railroad Labor Board, in office upon the date of the passage of this act, shall receive their salaries for a period of 30 days from such date, in the same manner as though this act had not been passed.

Approved, May 20, 1926.

ORGANIZATION

The Board of Mediation as established by the organic act is composed of five members appointed by the President by and with the advice and consent of the Senate. The terms of office of the members first appointed expire one at the end of the first year after January 1, 1926, one at the end of the second year, one at the end of the third year, one at the end of the fourth year, and one at the end of the fifth year, respectively.

The terms of office of their successors are for a period of five years from the date of appointment, except where the appointment is made to complete the unexpired term of the original appointee.

The board annually designates one of its members to act as chairman for the ensuing year.

The present organization of the board, in addition to the five members and their secretaries, comprises the office of the secretary, the division of administration, and three technical divisions, an administrative and clerical staff of 27 employees, making a total force of 37.

OFFICE OF THE SECRETARY

The secretary directs, for the board, all investigations and inquiries conducted by the technical staff, including the assignment of work to the technical divisions and their general supervision, and has general direction for the board of administrative affairs.

DIVISION OF ADMINISTRATION

The chief of the division of administration has charge, under the secretary, of all purely administrative matters arising in connection with the board's business and is charged with the custody and disbursement of the board's funds and the auditing of its accounts.

TECHNICAL DIVISIONS

It was found advisable, on account of the specialized character of agreements negotiated between carriers and their several classes of employees, to establish three technical divisions—one to deal with problems affecting the clerical, dispatching, supervisory, and station employees; one dealing with the problems affecting maintenance forces; and one covering train and engine service employees. The chiefs of these respective divisions have charge, under the secretary, of all inquiries relating to applications for the services of the board, act as mediators when so authorized, and as technical advisors to the board in their respective fields.

On account of the number of requests made upon the board for its services, it has been found necessary much of the time during the year to utilize the services of these technical division chiefs as mediators. In addition to the three mediators thus designated and the continuous services of board members in mediation one mediator has been appointed.

FINANCIAL STATEMENT

The deficiency act of July 3, 1926, transferred as one fund for the Board of Mediation, boards of arbitration, and emergency boards, the appropriations that had previously been made for the Railroad Labor Board for the fiscal year 1927, amounting to \$285,220. Of this amount there remained unexpended at the end of the fiscal year a balance of \$56,351.19.

The following table shows the actual expenditures from this fund:

Salaries.....	\$139,718.55
Rent of quarters.....	11,503.99
Expenses incident to travel.....	19,794.44
Expenses of arbitration boards.....	42,129.34
Printing and binding.....	1,048.55
Miscellaneous operating expenses.....	14,673.94
Total.....	228,868.81

Statement showing travel on official business by officers and employees (other than those who in the discharge of their regular duties are required to travel constantly) from Washington to points outside of the District of Columbia during the fiscal year ended June 30, 1927, as required by the act of Congress approved May 22, 1908 (35 Stat. 244), and a statement showing typewriters, adding machines, etc., exchanged by this board during the fiscal year ended June 30, 1927, as required by section 5 of the act of March 4, 1915 (38 Stat. 1161), will be transmitted to Congress in the usual form.

THE WORK OF THE BOARD

During the fiscal year ended June 30, 1927, the Board of Mediation received 265 separate applications for its services in the adjustment of differences between carriers and employee organizations. The 265 cases received involved 42 railroad labor organizations and 208 carriers. The individual cases presented varied widely in the number of carriers and employees involved and in the character of questions at issue. One case affecting a regional area involved 87 carriers and 60,000 employees; another case involved 48 carriers and 90,000

employees; in other cases only a single carrier and groups as small as 6 employees participated. Approximately 890 carriers and 2,000,000 employees are eligible for the services of our board under the act. A great majority of the problems presented involved considerations of wages and rules governing working conditions.

Of the 265 cases submitted to our board, 116 had been adjusted by the end of the fiscal year. Of these, 57 cases were settled through mediation, 32 cases were submitted to arbitration, 15 cases were withdrawn through mediation, 9 cases were withdrawn voluntarily, and in 3 cases applications appeared to our board as not subject to consideration in mediation proceedings. By the end of the year, 15 out of the 33 cases submitted to arbitration had been concluded by awards under the act, and since that time several arbitrations arranged during the fiscal year have been similarly concluded. (Details regarding settlements appear in tabular form hereafter.) At the end of the year, 149 of the total of 265 cases received still remained unsettled. Of this number, 92 had been assigned for mediation and were being held in abeyance awaiting the arrangement of mediation conferences or the attention of mediators. The remaining 57 cases had been examined technically and the parties involved notified of their receipt. They had not been accepted, however, for assignment or action in the field.

In addition to the foregoing major cases, during the year the board received applications for its services in the adjustment of 62 minor cases, for the most part grievance matters involving the interests of individual employees as affected by the application of rules or of discipline. Since, under the railway labor act, the adjustment of grievance matters through the agency of our board is made dependent upon prior consideration by an appropriate adjustment board, and since such boards have not yet been generally organized, action upon applications for services in the adjustment of grievance matters has not been possible.

The railway labor act imposes a responsibility upon both carriers and employee groups to exert every reasonable effort to adjust directly and with all expedition differences arising out of wage contentions and the negotiation or application of rules governing working conditions. Our board is in possession of evidence that both carriers and employee organizations have made a bona fide effort during the year to dispose of differences through direct negotiation as contemplated under the railway labor act without resort to governmental assistance. Incomplete reports indicate that more than 400 individual differences between carriers and employee groups have been amicably adjusted through direct negotiations. Many of these settlements doubtless have been effected without external influences. Others have been effected as a result of adjustments previously and maybe elsewhere made in proceedings under the provisions of the railway labor act.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, May 20, 1926, to June 30, 1927

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Settled by—	Date settlement reached
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-1....	1926 June 3	Employees..	Association of Train Porters, Brakemen, and Switchmen, with Southern Railway system.	8, 091	Train porters.....	200	1926	None held.....	Mediation withdrawal.	1926 Oct. 1
C-2....	June 29	.....do.....	Order of Sleeping Car Conductors, with the Pullman Co.	126, 907	Sleeping-car conductors.	3, 000	Nov. 30	Chicago, Ill.....	Mediation agreement.	Dec. 15
C-3....	July 2	.....do.....	Order of Railroad Telegraphers, with Northern Pacific Ry. Co.	6, 668	Station, tower, and telegraph service.	1, 363	Oct. 12	St. Paul, Minn....	Arbitration agreement.	Oct. 22
C-4....	July 7	.....do.....	Order of Railway Conductors and Brotherhood of Railroad Trainmen, with Baltimore & Ohio R. R. Co., Boston & Maine R. R., Buffalo & Susquehanna R. R. Corp., Buffalo, Rochester & Pittsburgh Ry. Co., Central R. R. Co. of New Jersey, Chicago, Indianapolis & Louisville Ry. Co., Cincinnati, Indianapolis & Western R. R., Delaware, Lackawanna & Western R. R. Co., Erie Railroad Co. (New York, Susquehanna & Western R. R., Wilkes-Barre & Eastern R. R. Co.), Hocking Valley Ry. Co., Lehigh Valley R. R. Co., Long Island R. R. Co., Monongahela Railway Co., Boston & Albany R. R., Cleveland, Cincinnati, Chicago & St. Louis Ry. (Cincinnati Northern R. R. Co., Peoria & Eastern Ry., Evansville, Indianapolis & Terre Haute Ry., Louisville & Jeffersonville Bridge & R. R. Co.), Indiana Harbor Belt R. R. Co. (Chicago River & Indiana R. R. Co.), Michigan Central R. R. Co., New York Central R. R., Pittsburgh & Lake Erie R. R. Co. (Lake Erie & Eastern R. R. Co.), New York, Chicago & St. Louis R. R. Co., New York, New Haven & Hartford R. R. Co. (Central New England Ry. Co.), New York, Ontario & Western R. R. Co., Pennsylvania Railroad (excluding O. R. & W. Ry. and Waynesburg & Washington R. R.), Pittsburgh & West Virginia	44, 000	Conductors, brakemen, engine foremen, switchmen, switchtenders, baggagemen.	90, 000	Aug. 9	New York, N. Y.	.....do.....	Aug. 25

				Ry. Co., West Side Belt R. R. Co.), Reading Co. (Atlantic City R. R., Catawauqua & Fogelsville R. R. Co., Gettysburg & Harrisburg Ry. Co., Northeast Pennsylvania R. R., Perkiomen R. R. Co., Philadelphia & Chester Valley R. Co., Philadelphia, Newton & New York R. R., Pickering Valley R. R., Port Reading R. R., Stony Creek R. R., Williams Valley R. R., Reading & Columbia R. R.), Rutland R. R. Co., and Staten Island Rapid Transit Ry. Co.							
C-5(a)	July	9	do	Brotherhood of Railroad Station Employees with Boston & Maine R. R.	2,085	Crossing and draw- bridge tenders, pumpmen, lamp- men, and signalmen.	933	Sept. 20	Boston, Mass.	do	Sept. 21
C-5(b)	do	do	do	Brotherhood of Railroad Station Employees with Bcston Terminal Co.	16	Foremen	15	Sept. 23	do	Mediation withdrawal.	Sept. 23
C-5(c)	do	do	do	Brtherhood of Railroad Station Employees with Maine Central R. R. Co.	1,121	Clerical and station maintenance of way and unskilled labor- ers, telegraph serv- ice employees, and stationary engineers.	800	Sept. 27	Portland, Me.	do	Sept. 29
C-5(d)	do	do	do	Brotherhood of Railroad Station Employees with Portland Terminal Co.	128	do	600	do	do	do	Do.
C-8	July	19	do	Order of Railroad Telegraphers with Long Island R. R. Co.	397	Employees in station, tower, and tele- graph service.	554		None held	Voluntary withdrawal.	Dec. 18
C-9	do	do	do	Order of Railroad Telegraphers with Read- ing Co.	1,139	do	945		do	do	Nov. 1
C-10	July	20	do	Order of Railroad Telegraphers with Pitts- burg & Shawmut R. R. Co.	103	do	21	Aug. 26	Pittsburgh, Pa.	File closed; board action.	1927 Feb. 11
C-11	June	23	do	N. C. & St. L. Ry. Clerks Association with Nashville, Chattanooga & St. Louis Ry.	1,260	Clerical employees	1,132	Sept. 9	Nashville, Tenn.	Arbitration agreement.	1926 Sept. 11
C-15	July	13	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas & Pacific Ry. Co.	1,954	do	1,224	Oct. 23	Dallas, Tex.	Mediation agreement.	Nov. 23
C-16	July	24	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Bcston & Maine R. R.	2,085	do	5,000	Sept. 23	Boston, Mass.	Arbitration agreement.	Sept. 25
C-17	July	25	do	Brotherhood of Railroad Signalmen of America with Southern Pacific Co. (Pac- ificsystem) and Western Pacific R. R. Co.	9,976	Signalmen, signal maintainers, and helpers.	392	Sept. 3	San Francisco	do	Dec. 22
C-18	July	27	do	Order of Railroad Telegraphers with New York, Chicago & St. Louis R. R. Co.	1,695	Station, tower, and telegraph service.	483	Sept. 16	Cleveland, Ohio	Mediation agreement.	Sept. 28
C-19	July	31	do	Order of Railroad Telegraphers with Chicago & Alton R. R. Co.	1,056	do	371	Sept. 3	Chicago, Ill.	do	Sept. 14

TABLE 1.—Cases of mediation and arbitration under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Settled by—	Date settlement reached
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-20...	1926 Aug. 2	Carrier.....	Nashville, Chattanooga & St. Louis Ry. with Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.	1,260	Train and engine service.	549	1926 Aug. 28	Nashville, Tenn..	Arbitration agreement.	1926 Oct. 30
C-21...	July 30	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Pacific Co. (Pacific system).	8,929	Clerical employees....	10,000	Sept. 6	San Francisco.....	do.....	Dec. 20
C-22...	Aug. 3	do.....	Brotherhood of Railroad Signalmen of America with Great Northern Ry. Co.	8,164	Signalmen, signal maintainers, and helpers.	150	Oct. 13	St. Paul, Minn....	Mediation agreement.	Oct. 16
C-24...	Aug. 10	do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Chicago & Western Indiana R. R. Co.	550	Clerical employees....	131	Sept. 8	Chicago, Ill.....	do.....	Sept. 21
C-25...	do.....	Jointly.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with New York Central R. R. Co. (Grand Central Terminal).	5,732	do.....	21,194	Oct. 4	New York, N. Y..	Arbitration agreement.	Oct. 11
C-26...	Aug. 12	Employees..	American Federation of Railroad Workers with Boston & Maine R. R.	2,085	Shopmen.....	1,000	Sept. 21	Boston, Mass.....	File closed; board action.	1927 Feb. 9
C-28...	Aug. 16	do.....	Lighter Captains' Union, Local 996, I. L. A., with Baltimore & Ohio R. R. Co., New York Central R. R. Co., and New York, New Haven & Hartford R. R. Co.	12,835	Lighter captains.....	360	Oct. 6	New York, N. Y..	Mediation agreement.	1926 Oct. 19
C-32...	Aug. 14	do.....	Ferry Boatmen's Union of California with Southern Pacific Co. (Pacific system), Atchafson, Topeka & Santa Fe Ry. Co., Coast Line, Northwestern Pacific R. R. Co., and Western Pacific R. R. Co.	8,797	Firemen, deck hands, cabin watchmen, matrons.	-----	Sept. 15	San Francisco.....	Arbitration agreement.	1927 Jan. 7

C-33...	Aug. 16	Employees..	Order of Railroad Telegraphers with Illinois Central R. R. Co. (Gulf & Ship Island R. R.).	308	Station, tower, and telegraph service.	58	Sept. 13	Chicago, Ill.....	Mediation agreement.	1926 Sept. 22
C-34...	Aug. 19	-----do-----	American Federation of Express Workers with Southeastern Express Co.	10,406	All employees holding membership in organization, excluding officials and personal office forces.	1,500	-----	-----	-----do-----	Aug. 28
C-36...	Aug. 23	Jointly.....	Railway Employees Department, American Federation of Labor with Mobile & Ohio R. R. Co.	1,161	Shopmen.....	1,200	Oct. 22	St. Louis, Mo.....	-----do-----	Oct. 25
C-38...	Aug. 30	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Cincinnati, Northern R. R. Co., Louisville & Jeffersonville Bridge & R. R. Co., and Peoria & Eastern Ry.	2,650	Clerical employees....	4,600	Sept. 22	Cincinnati, Ohio..	Voluntary withdrawal.	Oct. 20
C-40...	-----do-----	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Illinois Central R. R. Co. and Yazoo & Mississippi Valley R. R. Co.	6,585	-----do-----	12,000	Oct. 26	Chicago, Ill.....	Arbitration agreement.	1927 Jan. 31
C-41...	Sept. 1	-----do-----	Marine Engineers' Beneficial Association with Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe Coast Line, Northwestern Pacific R. R. Co., and Western Pacific R. R. Co.	8,791	Marine engineers.....	300	Sept. 8	San Francisco.....	-----do-----	Jan. 7
C-42...	-----do-----	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Chicago & North Western Ry. Co.	8,464	Clerical employees....	8,500	Nov. 1	Chicago, Ill.....	-----do-----	Mar. 21
C-43...	Oct. 4	-----do-----	American Federation of Express Workers with Southeastern Express Co.	10,406	All employees holding membership in organization, excluding officials and personal office force.	1,500	1927 Jan. 20	Atlanta, Ga.....	Mediation agreement.	Jan. 22
C-44...	Sept. 2	-----do-----	Brotherhood of Maintenance of Way Employees with Chicago & North Western Ry. Co.	8,464	Maintenance of way forces.	17,500	1926 Oct. 28	Chicago, Ill.....	Arbitration agreement.	Mar. 23
C-45...	Sept. 4	-----do-----	National Organization of Masters, Mates, and Pilots of America (Local No. 40) with Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe Coast Lines, Northwestern Pacific R. R. Co., and Western Pacific R. R. Co.	8,791	Masters, mates, and pilots.	300	Sept. 16	San Francisco.....	-----do-----	Jan. 7

TABLE 1.—Cases of mediation and arbitration under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Settled by—	Date settlement reached
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-47...	1926 Sept. 8	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Western Pacific R. R. Co.	1,043	Clerical employees....	550	1926 Oct. 4	San Francisco	Mediation agreement.	1926 Dec. 21
C-48...	...do...	...do...	Brotherhood of Maintenance of Way Employees with Louisville & Nashville R. R. Co.	5,060	Maintenance of way forces.	16,000	1927 Jan. 13	Louisville, Ky....	Arbitration agreement.	1927 Mar. 12
C-49...	...do...	...do...	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Maine Central R. R. Co. and Portland Terminal Co.	1,121	Clerical employees....	700	.....	Portland, Me.....	Mediation agreement.	June 21
C-51...	Sept. 13	...do...	American Train Dispatchers Association with Kansas City Southern Ry. Co.	784	Train dispatchers.....	16	.....	.....	Mediation withdrawal.	Apr. 28
C-53...	...do...	...do...	American Train Dispatchers Association with Hocking Valley Ry. Co.	349	...do.....	10	Feb. 8	Richmond, Va....	Mediation agreement.	Feb. 18
C-54...	...do...	...do...	American Train Dispatchers Association with St. Louis Southwestern Ry. Co.	1,748	...do.....	24	Mar. 11	St. Louis, Mo.....	...do.....	Apr. 6
C-55...	...do...	...do...	American Train Dispatchers Association with Monongahela Ry. Co.	170	...do.....	6	Feb. 3	Pittsburgh, Pa....	...do.....	Feb. 3
C-56...	...do...	...do...	American Train Dispatchers Association with New York, New Haven & Hartford R. R. Co.	1,912	...do.....	62	Apr. 21	New Haven, Conn.	...do.....	Apr. 23
C-57...	Sept. 14	...do...	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Northwestern Pacific R. R. Co.	478	Clerical and station employees.	300	1926 Oct. 7	San Francisco, Calif.	...do.....	Jan. 14
C-58...	Sept. 15	...do...	American Train Dispatchers Association with Baltimore & Ohio R. R. Co.	5,323	Train dispatchers.....	180	1927 Jan. 3	Baltimore, Md....	...do.....	Jan. 20
C-62...	Sept. 16	...do...	Associated Organizations of Shop Craft Employees of the Great Northern Ry. with Great Northern Ry. Co. and Northern Pacific Ry. Co.	14,835	Shopmen.....	136	1926 Nov. 11	St. Paul, Minn...	...do.....	May 25
C-63...	Aug. 13	...do...	Railroad Yardmasters of America with Minneapolis & St. Louis R. R. Co.	1,628	Yardmasters.....	16	1927 May 12	Minneapolis, Minn.	Mediation withdrawal.	May 12
C-69...	Sept. 23	...do...	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Terminal Railroad Association of St. Louis.	55	Clerical employees....	1,345	Feb. 25	St. Louis, Mo.....	Mediation agreement.	Apr. 8

C-71...	Sept. 17	.....do.....	American Train Dispatchers Association with New York, New Haven & Hartford R. R. Co.	1,912	Train dispatchers.....	68	Apr. 21	New Haven, Conn.	.....do.....	Apr. 23
C-72...	Sept. 24	.....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Great Northern R. R. Co.	8,164	Clerical employees.....	4,300	1926 Oct. 12	St. Paul, Minn.	.....do.....	1926 Oct. 13
C-65...	Sept. 13	.....do.....	American Train Dispatchers Association with Denver & Rio Grande Western R. R. Co.	2,536	Train dispatchers.....	6	.....	No conference.....	Changed to GC-25.	Oct. 7
C-74...	Sept. 27	.....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Railway system.	8,091	Clerical employees.....	6,500	1927 Jan. 18	Washington, D. C.	Arbitration agreement.	1927 Jan. 27
C-77...	Sept. 28	.....do.....	Brotherhood of Railway Bridge and Building Mechanics and Helpers with Boston & Maine R. R.	2,085	Bridge and building department employees.	600	1926 Dec. 10	Boston, Mass.....	Mediation agreement.	Jan. 23
C-78...	Oct. 5	.....do.....	Order of Railroad Telegraphers with Southern Pacific Co. (Pacific system).	8,929	Station, tower, and telegraph service.	1,845	1927 Apr. 22	San Francisco, Calif.	.....do.....	May 2 1926
C-80...	Oct. 7	}.....do.....	{American Federation of Express Workers, Brotherhood of Railway and Steamship Clerks, etc., and Order of Railway Expressmen with American Railway Express Co.	249,863	Various.....	40,000	1926 Nov. 20	New York, N. Y.	{Arbitration agreement.}	Dec. 2
C-102...	Oct. 13									
C-114...	Oct. 25									
C-81...	Oct. 7	.....do.....	American Train Dispatchers Association with Denver & Rio Grande Western R. R. Co.	2,536	Train dispatchers.....	33	1927 Feb. 21	Denver, Colo.....	Mediation withdrawal.	1927 Mar. 12
C-82...	.....do.....	.....do.....	American Train Dispatchers Association with Denver & Rio Grande Western R. R. Co.	2,536	.....do.....	33	.....do.....	.....do.....	.....do.....	Do.
C-83...	.....do.....	.....do.....	American Train Dispatchers Association with Hocking Valley Ry. Co.	349	.....do.....	10	Feb. 8	Richmond, Va.....	Mediation agreement.	Feb. 18
C-86...	.....do.....	.....do.....	American Train Dispatchers Association with Pittsburgh & Lake Erie R. R. Co.	231	.....do.....	9	Feb. 1	Pittsburgh, Pa.....	.....do.....	Feb. 2
C-87...	.....do.....	.....do.....	International Longshoremen's Association with Pere Marquette Ry. Co.	2,200	Freight handlers.....	100	Jan. 27	Detroit, Mich.....	.....do.....	May 27
C-88...	Oct. 8	.....do.....	American Train Dispatchers Association with St. Louis Southwestern Ry. Co. and St. Louis Southwestern Ry. Co. of Texas.	1,748	Train dispatchers.....	24	Mar. 11	St. Louis, Mo.....	.....do.....	Apr. 6
C-89...	.....do.....	.....do.....	American Train Dispatchers Association with New York Central R. R. Co. (Grand Central Terminal).	10,322	.....do.....	167	Apr. 15	New York, N. Y.	.....do.....	Apr. 20
C-92...	.....do.....	.....do.....	American Train Dispatchers Association with New York Central R. R. Co.	10,322	.....do.....	167	.....do.....	.....do.....	.....do.....	Apr. 18
C-93...	.....do.....	.....do.....	American Train Dispatchers Association with Baltimore & Ohio R. R. Co.	5,323	.....do.....	180	Jan. 3	Baltimore, Md.....	.....do.....	Jan. 20

TABLE 1.—Cases of mediation and arbitration under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Settled by—	Date settlement reached
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-97...	1926 Oct. 11	Employees	American Train Dispatchers Association with Wabash Ry. Co.	2,524	Train dispatchers....	35	1927 Mar. 15	St. Louis, Mo....	Mediation withdrawal.	1927 June 15
C-104...	Oct. 14	do	Independent Brotherhood of Steam and Electrical Engineers and Assistants with Boston & Maine R. R.	2,085	Stationary engineers and firemen.	130		No conference....	Voluntary withdrawal.	Jan. 8
C-105...	Oct. 15	do	American Train Dispatchers Association with Mobile & Ohio R. R. Co.	1,161	Train dispatchers....	19	Mar. 14	St. Louis, Mo....	Arbitration agreement.	Mar. 24
C-108...	Oct. 20	do	Order of Railroad Telegraphers with Michigan Central R. R. Co.	1,856	do	40	Feb. 3	Detroit, Mich....	Mediation agreement.	Feb. 8
C-109...	do	do	do	1,856	do	40	do	do	Mediation withdrawal.	Do.
C-110...	do	do	American Train Dispatchers Association with Chicago, Indianapolis & Louisville Ry. Co.	651	do	14	1926 Dec. 16	Chicago, Ill....	Mediation agreement.	Jan. 14
C-113...	Oct. 25	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Pere Marquette Ry. Co.	2,200	Clerical employees....	2,100	1927 Jan. 27	Detroit, Mich....	do	May 19
C-115...	Oct. 28	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Albany R. R.	407	do	1,988		No conference....	Voluntary withdrawal.	Feb. 27
C-118...	Nov. 2	do	Order of Sleeping-Car Conductors with Pullman Co. (The).	126,907	Sleeping-car conductors.	3,000	1926 Dec. 1	Chicago, Ill....	Mediation withdrawal.	1926 Dec. 15
C-120...	Nov. 6	do	American Train Dispatchers Association with Chesapeake & Ohio Ry. Co.	2,651	Train dispatchers....	80	1927 Feb. 8	Richmond, Va....	Mediation agreement.	1927 Feb. 18
C-121...	do	do	American Train Dispatchers Association with Chesapeake & Ohio Ry. Co.	2,651	do	80	do	do	do	Do.
C-122...	Nov. 8	do	American Train Dispatchers Association with Western Pacific R. R. Co.	1,043	do	16	May 16	San Francisco, Calif.	do	May 20
C-123...	do	do	do	1,043	do	16	do	do	do	Do.
C-124...	do	do	Brotherhood of Maintenance of Way Employees with Terminal Railroad Association Co. of St. Louis and Affiliated Companies.	55	Maintenance of way forces.	1,500	May 1	St. Louis, Mo....	do	May 6

C-125	do	Carrier	Southern Pacific Co. (Pacific system) with Order of Railroad Telegraphers.	8,929	Station, tower, and telegraph service.	1,845	Apr. 22	San Francisco, Calif.	do	May 2
C-127	Nov. 11	do	Boston & Maine R. R. with Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees.	2,085	Clerical employees	5,000	Apr. 11	Boston, Mass.	do	Apr. 15
C-130	Dec. 1	Employees	International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America with American Railway Express Co.	249,863	Vehicle-department employees.	274	1926 Dec. 16	New York City, N. Y.	Arbitration agreement.	1926 Dec. 16
C-131	Nov. 20	do	American Train Dispatchers Association with Buffalo, Rochester & Pittsburgh Ry.	602	Train dispatchers	19		No conference	Voluntary withdrawal.	1927 Jan. 6
C-133	Nov. 22	do	Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	2,085	Engineers and firemen	2,134	1927 Jan. 18	Boston, Mass.	Arbitration agreement.	Feb. 18
C-134	Nov. 23	do	Order of Railroad Telegraphers with Pere Marquette Ry. Co.	2,200	Station, tower, and telegraph service.	525	Jan. 27	Detroit, Mich.	do	May 28
C-136	Nov. 29	do	Brotherhood of Railroad Signalmen of America with Boston & Maine R. R.	2,085	Signalmen and signal maintainers.	309		No conference	Voluntary withdrawal.	1926 Dec. 6
C-137	Dec. 1	do	Railroad Yardmasters of America with Kansas City Terminal Ry. Co.	27	Yardmasters	22	May 3	Kansas City, Mo.	Mediation withdrawal.	1927 May 5
C-138	Nov. 8	do	John R. Treadwell, representing milk messengers with Boston & Maine R. R.	2,085	Milk messengers	15	Feb. 7	Boston, Mass.	Mediation agreement.	Feb. 8
C-139	Dec. 3	do	Brotherhood of Maintenance of Way Employees with New York, New Haven & Hartford R. R. Co. and Central New England Ry. Co.	1,912	Maintenance of way employees.	7,725			Mediation withdrawal.	Jan. 29
C-140	Dec. 6	do	Order of Railroad Telegraphers with Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.	4,397	Station, tower, and telegraph service.	820	Mar. 1	St. Paul, Minn.	Mediation agreement.	June 30
C-141	do	do	International Brotherhood of Blacksmiths, Drop Forgers, and Helpers with American Railway Express Co.	249,863	Blacksmiths, etc.	100	Feb. 28	New York City, N. Y.	Arbitration agreement.	Mar. 2
C-142	Dec. 11	do	Railway Employees Department, American Federation of Labor (Federated Shop Crafts) with Clinchfield R. R.	309	Shopmen	450	Apr. 18	Erwin, Tenn.	Mediation agreement.	Apr. 28
C-147	Dec. 10	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with St. Louis Southwestern Ry. Co.	1,748	Clerical employees	1,200	Mar. 31	St. Louis, Mo.	do	June 15
C-148	Dec. 14	do	Brotherhood of Maintenance of Way Employees with Baltimore & Ohio R. R. Co.	5,323	Maintenance of way employees.	15,000	1926 Dec. 21	Baltimore, Md.	do	1926 Dec. 23
C-149	Oct. 15	do	American Train Dispatchers Association with Chicago, Indianapolis & Louisville Ry. Co.	651	Train dispatchers	14	Dec. 16	Chicago, Ill.	do	1927 Jan. 14

TABLE 1.—Cases of mediation and arbitration under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Settled by—	Date settlement reached
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-150..	1926 Dec. 21	Carriers.....	Atlanta & West Point R. R. Co. (Western Railway of Alabama), Atlantic Coast Line R. R. Co., Atlanta Joint Terminals, Central of Georgia Ry. Co., Charleston & Western Carolina Ry. Co., Chesapeake & Ohio Ry. Co., Clinchfield R. R. Co., Georgia R. R., Jacksonville Terminal Co., Louisville & Nashville R. R. Co., Louisville, Henderson & St. Louis Ry. Co., Mobile & Ohio R. R. Co., Nashville, Chattanooga & St. Louis Ry. Co., Norfolk Southern R. R. Co., Norfolk & Western Ry. Co., Richmond, Fredericksburg & Potomac R. R. Co., Winston-Salem Southbound Ry. Co., Tennessee Central Ry. Co., and Florida East Coast Ry. Co., with Order of Railway Conductors and Brotherhood of Railroad Trainmen.	23, 127	Conductors, trainmen, and yardmen.	23, 000	1926 Dec. 18	Washington, D. C.	Mediation agreement.	1927 Feb. 7
C-151..	Dec. 21	Employees..	Marine Culinary Workers Association of California with Southern Pacific Co. (Pacific system).	8, 929	Restaurant employees aboard boats.	194	1927 May —	San Francisco, Calif.	.....do.....	May 16
C-155..	Dec. 27	.....do.....	Brotherhood of Railroad Bridge and Building Mechanics and Helpers with Boston & Maine R. R.	2, 085	Bridge and building mechanics and helpers.	600	Jan. 21	Boston, Mass.	.....do.....	Jan. 23
C-159..	1927 Jan. 10	.....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Wabash Ry. Co.	2, 524	Clerical employees....	3, 580	Feb. 24	St. Louis, Mo....	Arbitration agreement.	Mar. 4
C-163..	Jan. 13	.....do.....	American Train Dispatchers Association with Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.	4, 397	Train dispatchers.....	40	May 13	Minneapolis, Minn.	Mediation withdrawal.	June 17
C-166..	Jan. 21	.....do.....	American Train Dispatchers Association with Louisville & Nashville R. R. Co.	5, 060	.....do.....	135	May 2	Louisville, Ky....	Arbitration agreement.	May 4
C-167..	...do....	Jointly.....	Brotherhood of Locomotive Firemen and Enginemen with Baltimore & Ohio R. R. Co., Boston & Maine R. R., Buffalo, Rochester & Pittsburgh Ry. Co., Central	43, 109	Fireman and hostlers..	31, 000	Jan. 24	New York City, N. Y.	Mediation agreement.	Feb. 5

			Railroad of New Jersey; Chicago, Indianapolis & Louisville Ry. Co., Cincinnati, Indianapolis & Western R. R. Co., Delaware, Lackawanna & Western R. R. Co., Erie Railroad Co. (Chicago & Erie R. R. Co., New Jersey & New York R. R. Co., New York, Susquehanna & Western R. R. Co., Wilkes-Barre & Eastern R. R. Co.), Hocking Valley Ry. Co., Indianapolis Union Ry. Co., Lehigh Valley R. R. Co., Long Island R. R. Co., Maine Central R. R. Co. (Portland Terminal Co.), New York Central Lines (Boston & Albany R. R., Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. Cincinnati Northern R. R. Co., Peoria & Eastern Ry., E. I. & T. H. Ry. Co., L. & J. B. & R. R. Co.), Indiana Harbor Belt R. R. Co. (Chicago River & Ind. R. R. Co.), Michigan Central R. R. Co., New York Central R. R. Co., Pittsburgh & Lake Erie R. R. Co. (Lake Erie & Eastern R. R. Co.), New York, Chicago & St. Louis R. R. Co., New York, New Haven & Hartford R. R. Co. (Central New England Ry. Co.), Pennsylvania Railroad Co. (excluding Ohio River & Western Ry. and Waynesburg & Washington R. R.), Pittsburgh & West Virginia Ry. Co. (West Side Belt), Reading Co. (Atlantic City R. R., Catasauqua & Fogelsville R. R. Co., Gettysburg & Harrisburg Ry. Co., Northeast Pennsylvania R. R. Co., Perkiomen R. R. Co., Philadelphia & Chester Valley R. R., Philadelphia, Newtown & New York R. R., Pickering Valley R. R., Port Reading R. R., Stoney Creek R. R., Williams Valley R. R., Reading & Columbia R. R.), Rutland R. R. Co., and Staten Island Rapid Transit Ry. Co.							
C-171..	Jan. 27	Employees..	Order of Railroad Telegraphers, with Los Angeles & Salt Lake R. R.	1, 208	Station, tower, and telegraph service.	200	May 31	Los Angeles, Calif.	Arbitration agreement.	June 9
C-174..	Feb. 7	....do.....	Brotherhood of Maintenance of Way Employees with Kansas City, Mexico & Orient Ry. Co.	271	Maintenance of way employees.	351	-----	-----	Mediation withdrawal.	May 18
C-182..	Feb. 12	....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston Terminal Co.	16	Clerical employees....	-----	-----	No conference....	Voluntary withdrawal.	May 27
C-183..	Feb. 16	....do.....	American Train Dispatchers Association with Pere Marquette Ry. Co.	2, 200	Train dispatchers.....	29	Feb. 17	Detroit, Mich	Mediation agreement.	Mar. 9

TABLE 1.—Cases of mediation and arbitration under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Settled by—	Date settlement reached
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-186..	1927 Feb. 24	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Baltimore & Ohio R. R. Co.	5, 323	Clerical employees....	12, 755	1927 -----	No conference.....	Voluntary withdrawal.	1927 May 6
C-188..	Mar. 1	Carriers.....	Atchison, Topeka & Santa Fe Ry. Co. (Gulf, Colorado & Santa Fe Ry. Co., Pan Handle & Santa Fe Ry. Co.), Belt Ry. Co. of Chicago, Chicago & Eastern Illinois Ry., Chicago & North Western Ry. Co., Chicago & Western Indiana R. R. Co., Chicago, Burlington & Quincy R. R. Co., Chicago Great Western R. R., Chicago, Milwaukee & St. Paul Ry. Co. (Chicago, Terre Haute & Southeastern Ry. Co., Chicago, Milwaukee & Gary Ry. Co.), Chicago, Rock Island & Pacific Ry. Co., (Chicago, Rock Island & Gulf Ry. Co.), Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Colorado & Southern Ry. Co., Davenport, Rock Island & Northwestern Ry. Co., Denver & Rio Grande Western R. R. Co., Des Moines Union Ry. Co., Fort Worth & Denver City Ry. (Wichita Valley Ry.), Great Northern Ry. Co., Gulf Coast Lines (New Orleans, Texas & Mexico Ry. Co., St. Louis, Brownsville & Mexico Ry. Co., Beaumont, Sour Lake & Western Ry. Co., Orange & Northwestern R. R. Co., New Iberia & Northern R. R. Co.), Houston Belt & Terminal Ry. Co., Illinois Central R. R. Co. (Yazoo & Mississippi Valley R. R. Co., Gulf & Ship Island R. R. Co.), International-Great Northern R. R. Co. (San Antonio, Uvalde & Gulf R. R. Co.), Kansas City Southern Ry. Co. (Texarkana & Fort Smith Ry. Co.), Kansas City Terminal Ry. Co., Minneapolis, St. Paul & Sault Ste Marie Ry.	139, 278	Train and yardmen....	60, 000	Mar. 4	Chicago, Ill.	Arbitration agreement.	Mar. 19

(Duluth, South Shore & Atlantic Ry. Co., Mineral Range R. R. Co.), Minnesota & International Ry. Co. (Big Fork & International Falls Ry.), Missouri-Kansas-Texas R. R. Co. (Missouri-Kansas-Texas R. R. Co. of Texas), Missouri Pacific R. R. Co., Northern Pacific R. R. Co., Ogden Union Ry. & Depot Co., Peoria & Pekin Union Ry. Co., Rio Grande Southern R. R. Co., St. Joseph Belt Ry. Co., St. Paul Bridge & Terminal Ry. Co., St. Paul Union Depot Co., St. Louis-San Francisco Ry. Co. (St. Louis, San Francisco & Texas Ry. Co., Paris & Great Northern R. R., Fort Worth & Rio Grande R. R., Brownwood North & South R. R., Birmingham Belt R. R.), St. Louis Southwestern R. R. Co. (St. Louis Southwestern Ry. Co. of Texas), Southern Pacific Co. (Pacific system), Southern Pacific lines Texas and Louisiana, as follows: (Houston & Texas Central R. R. Co. (except yardmen in Houston Terminal), the Galveston, Harrisburgh & San Antonio Ry. Co., Texas & New Orleans R. R. Co. (except yardmen in Beaumont Yard), Louisiana Western R. R. Co., Morgan's Louisiana & Texas R. R. & Steamship Co., Iberia & Vermilion R. R. Co.), Spokane, Portland & Seattle Ry. Co. (Oregon Trunk Ry., Oregon Electric Ry. Co., United Rys. Co.), Terminal R. R. Association of St. Louis (St. Louis Merchants Bridge Terminal Ry., East St. Louis Connecting R. R., St. Louis Transfer R. R.), Texas & Pacific Ry. Co. (Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans), Texas Midland R. R., Trinity & Brazos Valley Ry. Co., Union Pacific System (Union Pacific R. R., Oregon Short Line R. R., Oregon-Washington Railroad & Navigation Co., Los Angeles & Salt Lake R. R., St. Joseph & Grand Island Ry.), Union Railway Co. (Memphis, Tenn.), Union Stock Yards Co. of Omaha (Limited), Wabash Ry. Co., and Western Pacific R. R. Co., with Order of Railway Conductors and Brotherhood of Railroad Trainmen.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Settled by—	Date settlement reached
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-191..	1927 Mar. 8	Employees..	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen, and Order of Railway Conductors with Pere Marquette Ry. Co.	2, 200	Train, engine, and yard.	2, 000	1927 Apr. 11	Detroit, Mich.....	Arbitration agreement.	1927 May 24
C-193..	Mar. 9	Jointly.....	Brotherhood of Locomotive Firemen and Enginemen with Atlantic Coast Line R. R. Co., Central of Georgia Ry. Co., Clinchfield R. R. Co., Louisville, Henderson & St. Louis Ry. Co., Louisville & Nashville R. R. Co., Nashville, Chattanooga & St. Louis Ry. Co., Norfolk Southern Ry. Co., Norfolk & Western Ry. Co., Richmond, Fredericksburg & Potomac R. R. Co., Jacksonville Terminal Co., and Tennessee Central Ry. Co.	18, 708	Firemen and hostlers..	6, 500	Mar. 10	Washington, D. C.	do.....	Mar. 31
C-198..	Mar. 18	Carrier.....	Chicago & Alton R. R. Co. with Order of Railway Conductors and Brotherhood of Railroad Trainmen.	1, 052	Train and yard service.	956	Mar. 21	Chicago, Ill.....	Mediation agreement.	Apr. 11
C-212..	Apr. 4	Employees..	Brotherhood of Railroad Signalmen of America with Pere Marquette Ry. Co.	2, 200	Signalmen	85	Apr. 16	Detroit, Mich.....	do.....	May 2
C-214..	Apr. 8	do.....	American Train Dispatchers Association with Florida East Coast Ry. Co.	900	Train dispatchers.....	8	June 27	St. Augustine, Fla.	do.....	June 30
C-229..	Apr. 22	Jointly.....	Brotherhood of Locomotive Firemen and Enginemen with Southern Ry. Co. (Northern Alabama Ry. Co., Knoxville & Augusta R. R. Co., Knoxville & Bristol Ry. Co., Cincinnati, New Orleans & Texas Pacific R. R., Alabama Great Southern R. R. Co., New Orleans & Northeastern R. R. Co., New Orleans Terminal Co., Georgia Southern & Florida Ry. Co., St. Johns River Terminal Co.).	8, 117	Firemen and hostlers..	3, 049	June 22	Washington, D. C.	do.....	June 27
C-244..	May 18	Employees..	Switchmen's Union of North America with Pere Marquette Ry. Co.	2, 200	Switchmen and foremen.	233	May 18	Detroit, Mich.....	Arbitration agreement.	May 24

TABLE 2.—Arbitrations under the railway labor act, May 20, 1926, to June 30, 1927

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators			Hearings by arbitration board		Date of award
	Carrier	Employees		Name	Occupation	Chosen by	Date of first hearing	Place	
C-3.....	Northern Pacific Ry. Co.....	Telegraphers.....	1926 Oct. 22	Hon. Homer B. Dibell	Associate justice, Supreme Court of Minnesota.	Board of Mediation.	1927. Mar. 25	St. Paul, Minn.....	1927 Apr. 22
				Mr. B. C. Lewis....	Vice president, Order Railroad Telegraphers.	Employees.			
				Mr. E. E. Dildine..	Superintendent of telegraph, Northern Pacific Ry.	Carrier.			
C-4.....	Baltimore & Ohio R. R. Co., Boston & Maine R. R. Co., Buffalo & Susquehanna R. R. Corporation, Buffalo, Rochester & Pittsburgh Ry. Co., Central R. R. Co. of New Jersey, Chicago, Indianapolis & Louisville Ry. Co., Cincinnati, Indianapolis & Western R. R., Delaware, Lackawanna R. R. Co., Erie R. R. Co. (New York, Susquehanna & Western R. R., Wilkes-Barre & Eastern R. R. Co.), Hocking Valley Ry. Co., Lehigh Valley R. R. Co., Long Island R. R. Co., Monongahela Ry. Co., Boston & Albany R. R., Cleveland, Cincinnati, Chicago & St. Louis Ry. (Cincinnati Northern R. R. Co., Peoria & Eastern Ry., Evansville, Indianapolis & Terre Haute Ry., Louisville & Jeffersonville Bridge & Railroad Co.), Indiana Harbor Belt R. R. Co. (Chicago River & Indiana R. R. Co.), Michigan	Conductors and trainmen.	Aug. 25	Mr. W. D. Baldwin.	Chairman, Otis Elevator Co.	Board of Mediation. Do.	1926 Oct. 28	New York, N. Y....	1926 Dec. 1
				Mr. Edgar E. Clark.	Former chairman Interstate Commerce Commission.				
				Mr. W. A. Baldwin.	Vice president, Erie R. R.	Carriers.			
				Mr. R. V. Massey..	Assistant vice president, Pennsylvania R. R.	Do.			
				Mr. E. P. Curtis....	General secretary-treasurer, Order of Railway Conductors.	Employees.			
				Mr. Daniel B. Cease	Editor, the Railroad Trainman.	Do.			

TABLE 2.—Arbitrations under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators			Hearings by arbitration board		Date of award
	Carrier	Employees		Name	Occupation	Chosen by	Date of first hearing	Place	
C-4----	Baltimore & Ohio R. R. Co., etc.—Continued. Central R. R. Co., New York Central R. R., Pittsburgh & Lake Erie R. R. Co. (Lake Erie & Eastern R. R. Co.), New York, Chicago & St. Louis R. R. Co., New York, New Haven & Hartford R. R. Co. (Central New England Ry. Co.), New York, Ontario & Western R. R. Co., Pennsylvania R. R. (excluding Ohio River & Western Ry. and Waynesburg & Washington R. R.), Pittsburgh & West Virginia Ry. Co. (West Side Belt R. R. Co.), Reading Co., (Atlantic City R. R., Catsauqua & Fogelsville R. R. Co., Gettysburg & Harrisburg Ry. Co., Northeast Pennsylvania R. R., Perkiomen R. R. Co., Philadelphia & Chester Valley R. R., Philadelphia, Newton & New York R. R., Pickering Valley R. R., Port Reading R. R., Stoney Creek R. R., Williams Valley R. R., Reading & Columbia R. R.), Rutland R. R. Co., and Staten Island Rapid Transit Ry. Co.								
C-5A--	Boston & Maine R. R.-----	Station employees.	1926 Sept. 21	Mr. Victor S. Clark. Mr. Benjamin Thomas.	Editor, the Living Age. Assistant vice president, Boston & Maine R. R.	Board of Mediation. Carrier.	1927 Apr. 14	Boston, Mass.-----	1927 Apr. 25

C-11...	Nashville, Chattanooga & St. Louis Ry. Co.	Clerks.....	Sept. 11	Mr. P. J. Clair..... Mr. William Gup- ton. Mr. T. Fulcher Jones. Mr. Frank Slemons.	President, Brotherhood of Railway Station Employees. Proprietor, American Steam Food Co., Nashville, Tenn. Chairman, Nashville, Chattanooga & St. Louis Clerks' Asso- ciation. Assistant general coun- sel, Nashville, Chatta- nooga & St. Louis Ry. Co.	Employees. Party arbitra- tors. Employees. Carrier.	1926 Oct. 7	Nashville, Tenn.....	1926 Oct. 29
C-16...	Boston & Maine R. R.....	do.....	Sept. 25	Mr. Alfred W. Put- nam. Mr. Joseph P. Quilty. Mr. H. D. Ulrich...	Attorney at law..... Division superintend- ent, Boston & Maine R. R. General chairman, Brotherhood of Rail- way and Steamship Clerks, etc.	Board of Me- diation. Carrier. Employees.	1927 Feb. 1	Boston, Mass.....	1927 Mar. 1
C-17...	Southern Pacific Co. (Pacific system).	Signalmen.....	Dec. 22	Mr. Paul A. Sin- shelmer. Mr. D. W. Helt..... Mr. W. H. Kirk- bride.	Vice president, Amer- ican Trust Co. President, Brotherhood of Railroad Signalmen of America. Engineer, Maintenance of way and structures, Southern Pacific Co.	Board of Me- diation. Employees. Carrier.	do.....	San Francisco.....	Mar. 4
C-20...	Nashville, Chattanooga & St. Louis Ry. Co.	Engineers, fire- men, conductors, trainmen.	Oct. 30	Hon. Grafton Green. Mr. Ed. T. Seay.... Mr. G. W. Laughlin.	Chief justice, Supreme Court of Tennessee. Attorney at law..... Assistant grand chief engineer, Brotherhood of Locomotive Engi- neers.	Party arbitra- tors. Carrier. Employees.	1926 Nov. 23	Nashville, Tenn.....	1926 Dec. 13
C-21...	Southern Pacific Co. (Pacific system).	Clerks.....	Dec. 20	Mr. J. O. Davis..... Mr. J. H. Sylvester. Mr. W. B. Kirk- land.	Business man..... Vice president, Brother- hood of Railway and Steamship Clerks. Assistant division super- intendent, Southern Pacific Co.	Party arbitra- tors. Employees. Carrier.	1927 Mar. 7	San Francisco.....	1927 Apr. 16

TABLE 2.—Arbitrations under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators			Hearings by arbitration board		Date of award
	Carrier	Employees		Name	Occupation	Chosen by	Date of first hearing	Place	
C-25...	New York Central R. R. Co.	Clerks	1926 Oct. 11	Mr. Victor S. Clark.	Editor, the Living Age.	Board of Mediation.	1927 Feb. 28	New York, N. Y.	1927 Mar. 26
				Mr. D. W. Dinan...	Assistant general manager, New York Central R. R. Co.	Carrier.			
				Hon. William B. Wilson.	Former Secretary of Labor (Wilson administration).	Employees.			
C-32...	Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe Coast Lines, Northwestern Pacific R. R. Co. and Western Pacific R. R. Co.	Ferryboat men....	1927 Jan. 7	Mr. C. D. Marx....	Civil engineer.....	Board of Mediation.	(1)	(1).....	(1)
				Mr. W. R. K. Young.	Business man.....	Do.			
				Dr. Louis Bloch.....	Chief examiner-statistician, California State Bureau of Labor Statistics.	Employees.			
				Mr. Jas. L. Dunn...	Chief marine engineer, Southern Pacific car ferry.	Do.			
				Mr. F. L. Burckhalter.	Assistant general manager, Southern Pacific Co.	Carrier.			
				Mr. J. A. Christie...	Superintendent, Atchison, Topeka & Santa Fe Ry. Co.	Do.			
C-40...	Illinois Central R. R. Co. and Yazoo & Mississippi Valley R. R. Co.	Clerks	Jan. 31	Mr. A. M. Millard...	President, Masonic Bureau of Service and Employment.	Board of Mediation.	(1)	(1).....	(1)
				Mr. W. R. Clay....	Chief justice, Court of Appeals of Kentucky.	Do.			
				Mr. G. J. Bunting..	Vice president, Illinois Central R. R. Co.	Carrier.			
				Mr. Edward C. Craig.	General attorney, Illinois Central R. R. Co.	Do.			
				Mr. Phil E. Ziegler..	Editor and business manager, the Railway Clerk.	Employees.			
				M. Richard P. Dee.	Vice president, Brotherhood of Railway & Steamship Clerks.	Do.			

C-41...	Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe, Coast Lines, Northwestern Pacific R. R. Co., and Western Pacific R. R. Co.	Marine engineers..	Jan. 7	(1)-----	(1)-----	(1)-----	(1)	(1)-----	(1)
C-42...	Chicago & North Western Ry. Co.	Clerks.....	Mar. 21	Mr. Victor S. Clark..	Editor, the Living Age..	Board of Mediation.	(1)	(1)-----	(1)
				Mr. Ralph E. Heilman.	Dean, Northwestern University.	Do.			
				Mr. Geo. W. Easty..	Vice president, Brotherhood of Railway and Steamship Clerks.	Employees.			
				Mr. Geo. M. Harrison.	do.....	Do.			
				Mr. William Wal-liser.	Vice president, Chicago & North Western Ry. Co.	Carrier.			
				Mr. C. H. Westbrook.	Assistant auditor, Chicago & North Western Ry. Co.	Do.			
C-44...	do.....	Maintenance of way.	Mar. 23	Hon. Homer B. Dibell.	Associate justice, Supreme Court, Minnesota.	Board of Mediation.	(1)	(1)-----	(1)
				Dr. E. C. Davies....	Educator, Northwestern University.	Do.			
				Mr. William Wal-liser.	Vice president, Chicago & North Western Ry. Co.	Carrier.			
				Mr. C. H. Westbrook.	Assistant auditor, Chicago & North Western Ry. Co.	Do.			
				Mr. J. J. Farnan....	Attorney at law.....	Employees.			
				Mr. E. E. Milliman	Secretary - treasurer, Brotherhood of Maintenance of Way Employees.	Do.			
C-45...	Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe Coast Lines, Northwestern Pacific R. R. Co., and Western Pacific R. R. Co.	Masters, mates, and pilots.	Jan. 7	(1)-----	(1)-----	(1)-----	(1)	(1)-----	(1)
C-48...	Louisville & Nashville R. R. Co.	Maintenance of way.	Mar. 12	Judge Charles Kerr..	Attorney at law.....	Board of Mediation.	1927 May 17	Louisville, Ky.....	1927 June 9
				Mr. T. C. Carroll...	Vice president, Brotherhood of Maintenance of Way Employees.	Employees.			
				Mr. L. L. Morton ..	Special engineer, Louisville & Nashville R. R. Co.	Carrier.			

¹ Information not available at close of the fiscal year.

TABLE 2.—Arbitrations under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators			Hearings by arbitration board		Date of award
	Carrier	Employees		Name	Occupation	Chosen by	Date of first hearing	Place	
C-74...	Southern Railway system.....	Clerks.....	1927 Jan. 27	Mr. Walter C. Clephane. Mr. A. H. Plant.... Mr. C. R. Briceland.	Attorney at law..... Assistant to president, Southern Railway. Vice president, Brother- hood of Railway and Steamship Clerks.	Board of Me- diation. Carrier. Employees.	(1)	(1).....	(1)
C-80, C-102, C-114.	American Railway Express Co.	Clerks, messen- gers, etc., repre- sented by Amer- ican Federation of Express Work- ers, Brother- hood of Railway and Steamship Clerks, etc., and Order of Rail- way Express- men.	1926 Dec. 2	Mr. John H. Clarke. Hon. Wm. B. Wil- son. Mr. Emery A. Sted- man.	Former associate justice, United States Su- preme Court. Former Secretary of La- bor under President Wilson. Vice president, Ameri- can Railway Express Co.	Party arbitra- tors. Employees. Carrier.	1926 Dec. 21	New York, N. Y.....	1927 Jan. 13
C-105..	Mobile & Ohio R. R. Co.....	Train dispatchers.	1927 Mar. 24	(3) Mr. V. J. Thompson. Mr. W. J. Potts.....	(3) Assistant to vice presi- dents, Mobile & Ohio Ry. Vice president, Ameri- can Train Dispatch- ers' Association.	(3) Carrier..... Employees.	(1)	(1).....	(1)
C-130..	American Railway Express Co.	Vehicle depart- ment.	1926 Dec. 16	Mr. Edwin W. Lee. Mr. Lon. A. Mooney.	Attorney at law..... Secretary-treasurer In- ternational Brother- hood of Teamsters, Chauffeurs, Stable- men and Helpers of America.	Party arbitra- tors. Employees.	1927 Jan. 4	St. Louis, Mo.....	Jan. 18

C-133..	Boston & Maine R. R.-----	Locomotive engineers and firemen.	1927 Feb. 18	Mr. Joseph G. Marston. Mr. James Jackson. Mr. Dwight L. Brigham. Mr. S. H. Hurff.....	Superintendent, American Railway Express Co. Former State treasurer (Massachusetts). Assistant general manager, Boston & Maine R. R. Assistant grand chief engineer Brotherhood of Locomotive Engineers.	Carrier. Party arbitrators. Carrier. Employees.	Mar. 7	Boston, Mass.-----	Mar. 18
C-134..	Pere Marquette Ry. Co.-----	Telegraphers-----	May 28	(1)-----	(1)-----	(1)-----	(1)	(1)-----	(1)
C-141..	American Railway Express Co.	Blacksmiths and others.	Mar. 2	Mr. Marcus M. Marks. Mr. Frank Tulley..	Chairman, Industrial Round Table, Department of National Civic Federation. General organizer, Brotherhood of Blacksmiths, Drop Forgers and Helpers of America.	Party arbitrators. Employees.	Mar. 30	New York, N. Y.-----	Apr. 2
				Mr. E. E. Bush.....	Manager maintenance and purchase, American Railway Express Co.	Carrier.			
C-159..	Wabash Ry. Co.-----	Clerks-----	Mar. 4	Mr. Fred L. Williams. Mr. S. E. Cotter.... Mr. Geo. M. Harrison.	Attorney at law----- Vice president, Wabash Ry. Co. Vice president, Brotherhood Railway and Steamship Clerks.	Board of Mediation. Carrier. Employees.	(1)	(1)-----	(1)
C-166..	Louisville & Nashville R. R. Co.	Train dispatchers.	May 4	Mr. M. Frank Cahalan. Mr. O. H. Braese... Mr. R. C. Morrison.	Attorney at law----- Vice president, American Train Dispatchers' Association. Superintendent, Louisville & Nashville R. R. Co.	Board of Mediation. Employees. Carrier.	(1)	(1)-----	(1)
C-171..	Los Angeles & Salt Lake R. R. Co.	Telegraphers-----	June 9	(2)----- Mr. W. M. Jeffers.. Mr. L. M. Eddy....	(2)----- General manager Union Pacific R. R. Co. Vice president, Order of Railroad Trainmen.	(2)----- Carrier. Employees.	(1)	(1)-----	(1)

See footnotes 1, 2, and 3 at end of table.

TABLE 2.—Arbitrations under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators			Hearings by arbitration board		Date of award
	Carrier	Employees		Name	Occupation	Chosen by	Date of first hearing	Place	
C-188..	Atchison, Topeka & Santa Fe Railway Co. (Gulf, Colorado & Santa Fe Ry. Co., Panhandle & Santa Fe Ry. Co.), Belt Ry. Co. of Chicago, Chicago & Eastern Illinois Ry., Chicago & North Western Ry. Co., Chicago & Western Indiana R. R. Co., Chicago, Burlington & Quincy R. R. Co., Chicago Great Western R. R., Chicago, Milwaukee & St. Paul Ry. Co. (Chicago, Terre Haute & Southeastern Ry. Co., Chicago, Milwaukee & Gary Ry. Co.) Chicago, Rock Island & Pacific Ry. Co., (Chicago, Rock Island & Gulf Ry. Co.), Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Colorado & Southern Ry. Co., Davenport, Rock Island & Northwestern Ry. Co., Denver & Rio Grande Western R. R. Co., Des Moines Union Ry. Co., Fort Worth & Denver City Ry. (Wichita Valley Ry.), Great Northern Ry. Co., Gulf Coast Lines (New Orleans, Texas & Mexico Ry. Co., St. Louis, Brownsville & Mexico Ry. Co., Beaumont, Sour Lake & Western Ry. Co., Orange & Northwestern R. R. Co., New Iberia & Northern R. R.	Conductors and trainmen.	1927 Mar. 19	Mr. W. M. W. Splawn. Mr. Everett C. Brown. Mr. E. P. Curtis.... Mr. J. A. Farquharson. Mr. W. J. Jackson.. Mr. J. W. Higgins..	President, University of Texas. President, Chicago Live Stock Exchange. General secretary-treasurer, Order Railway Conductors. Vice president, Brotherhood of Railroad Trainmen. Chairman, executive committee, Chicago & Eastern Illinois R. R. Executive secretary, Association of Western Railways.	Board of Mediation. Do. Employees. Do. Carrier. Do.	1927 Apr. 27	Chicago, Ill.-----	1927 June 25

Co.), Houston Belt & Terminal Ry. Co., Illinois Central R. R. Co. (Yazoo & Mississippi Valley R. R. Co., Gulf & Ship Island R. R. Co.), International-Great Northern R. R. Co. (San Antonio, Uvalde & Gulf R. R. Co.) Kansas City Southern Ry. Co. (Texas & Fort Smith Ry. Co.), Kansas City Terminal Ry. Co., Minneapolis, St. Paul & Sault Ste. Marie Ry. (Duluth, South Shore & Atlantic Ry. Co., Mineral Range R. R. Co.), Minnesota & International Ry. Co. (Big Fork & International Falls Ry.), Missouri-Kansas-Texas R. R. Co. (Missouri-Kansas-Texas R. R. Co. of Texas), Missouri Pacific R. R. Co., Northern Pacific Ry. Co., Ogden Union Ry. & Depot Co., Peoria & Pekin Union Ry. Co., Rio Grande Southern R. R. Co., St. Joseph Belt Ry. Co., St. Paul Bridge & Terminal Ry. Co., St. Paul Union Depot Co., St. Louis-San Francisco Ry. Co. (St. Louis, San Francisco & Texas Ry. Co., Paris & Great Northern R. R., Fort Worth & Rio Grande R. R., Brownwood North & South R. R., Birmingham Belt R. R.), St. Louis Southwestern Ry. Co. (St. Louis Southwestern Ry. Co. of Texas), Southern Pacific Co. (Pacific system), Southern Pacific Lines, Texas and Louisiana, as follows: Houston & Texas Central R. R. Co. (except yardmen in Houston terminal), the Galveston, Harrisburg & San Antonio Ry. Co., Texas & New Orleans R. R. Co. (ex-

TABLE 2.—Arbitrations under the railway labor act, May 20, 1926, to June 30, 1927—Continued

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators			Hearings by arbitration board		Date of award
	Carrier	Employees		Name	Occupation	Chosen by	Date of first hearing	Place	
C-188..	Atchison, Topeka & Santa Fe Railway Co., etc.—Con. cept yardmen in Beaumont yard), Louisiana Western R. R. Co., Morgan's Louisiana & Texas R. R. & Steamship Co., Iberia & Vermilion R. R. Co., Spokane, Portland & Seattle Ry., Co. (Oregon Trunk Ry., Oregon Electric Ry. Co., United Railways Co.), Terminal R. R. Association of St. Louis (St. Louis Merchants Bridge Terminal Ry., East St. Louis Connecting R. R., St. Louis Transfer R. R.), Texas & Pacific Ry. Co. (Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans), Texas Midland R. R., Trinity & Brazos Valley Ry. Co., Union Pacific system (Union Pacific R. R., Oregon Short Line R. R., Oregon-Washington Railroad & Navigation Co., Los Angeles & Salt Lake R. R., St. Joseph & Grand Island Ry.), Union Ry. Co. (Memphis, Tenn.), Union Stock Yards Co. of Omaha (Ltd.), Wabash Ry. Co., and Western Pacific R. R. Co.								
C-191 :	Pere Marquette R. R. Co.....	Conductors, trainmen.	1927 May 24	(*) -----	(*) -----	(*) -----	(1)	(1) -----	(1)

C-244 ¹	do-----	Engineers, firemen, switchmen.	-----	Mr. A. L. Grandy--	Assistant to president and general manager, Pere Marquette R. R.	Carrier.			
				Mr. C. S. Montooth.	Vice president, Order of Railway Conductors.	Employees.			
C-193--	Atlantic Coast Line R. R. Co., Central of Georgia Ry. Co., Chesapeake & Ohio Ry. Co., Clinchfield R.R., Co., Louisville, Hen- derson & St. Louis Ry. Co., Louisville & Nashville R. R. Co., Nashville, Chatta- nooga & St. Louis Ry. Co., Norfolk Southern Ry. Co., Norfolk & Western Ry. Co., Richmond, Fredericksburg & Potomac R. R. Co., Jack- sonville Terminal Co., and Tennessee Central Ry. Co.	Fireman and host- lers.	Mar. 31	Hon. Grafton Green.	Judge, Supreme Court of Tennessee.	Board of Me- diation. Employees.	1927 May 16	Washington, D. C.	1927 June 16
				Mr. C. J. Goff-----	Vice president, Brother- hood of Locomotive Firemen and Engine- men.				
				Mr. W. J. Jenks----	Vice president, Norfolk & Western Ry. Co.	Carrier.			

¹ Information not available at close of fiscal year.

² Included in single proceedings.

³ Neutral member not appointed prior to close of the fiscal year.

SUMMARY OF ARBITRATIONS FOR FISCAL YEAR ENDED JUNE 30, 1927

NORTHERN PACIFIC RAILWAY CO. AND ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun March 25, 1927)

PARTIES INVOLVED

Employees.—Approximately 1,363 telegraph department employees, represented by the Order of Railroad Telegraphers.

Carrier.—One (Northern Pacific Railway Co.).

AWARD

Dated.—April 22, 1927.

Effective date.—Not specified in the award. The agreement to arbitrate provides that the award shall become effective at the beginning of the semimonthly pay period in which the award is made. The award is therefore effective April 16, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the effective date thereof, and thereafter until the expiration of 30 days' notice in writing given by one of the parties to the other.

Where filed.—United States District Court of Minnesota, third division.

Digest.—A majority decision of the board of arbitration awarded the employees an increase of 3 cents per hour per position.

EASTERN RAILWAYS AND ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN

(Arbitration hearings begun October 28, 1926)

PARTIES INVOLVED

Employees.—Approximately 90,000 conductors, assistant conductors and ticket collectors, train baggagemen, train flagmen and brakemen, in passenger service, conductors and brakemen in local or way and through freight service, yard conductors or foremen, yard brakemen or helpers, switch tenders and car retarder operators, represented by the Order of Railway Conductors and Brotherhood of Railroad Trainmen.

Carriers.—Forty-nine, as follows: Baltimore & Ohio Railroad Co., Boston & Maine Railroad, Buffalo & Susquehanna Railroad Corporation, Buffalo, Rochester & Pittsburgh Railway Co., Central Railroad Co. of New Jersey, Chicago, Indianapolis & Louisville Railway Co., Cincinnati, Indianapolis & Western Railroad, Delaware, Lackawanna & Western Railroad Co., Erie Railroad Co., (New York, Susquehanna & Western Railroad, Wilkes-Barre & Eastern Railroad Co.), Hocking Valley Railway Co., Lehigh Valley Railroad Co., Long Island Railroad Co., Monongahela Railway Co., Boston & Albany Railroad, Cleveland, Cincinnati, Chicago & St. Louis Railway (Cincinnati Northern Railroad Co., Peoria & Eastern Railway, Evansville, Indianapolis & Terre Haute Railway, Louisville & Jeffersonville Bridge & Railroad Co.), Indiana Harbor Belt Railroad Co. (Chicago River & Indiana Railroad Co.), Michigan Central Railroad Co., New York Central Railroad, Pittsburgh & Lake Erie Railroad Co. (Lake Erie & Eastern Railroad Co.), New York, Chicago & St. Louis Railroad Co., New York, New Haven & Hartford Railroad Co. (Central New England Railway Co.), New York, Ontario & Western Railroad Co., Pennsylvania Railroad (excluding Ohio River & Western Railway and Waynesburg & Washington Railroad), Pittsburgh & West Virginia Railway Co. (West Side Belt Railroad Co.), Reading Co. (Atlantic City Railroad, Catasauqua & Fogelsville Railroad Co., Gettysburg & Harrisburg Railway Co., Northeast Pennsylvania Railroad, Perkiomen Railroad Co., Philadelphia & Chester Valley Railroad, Philadelphia, Newton & New York Railroad, Pickering Valley Railroad, Port Reading Railroad, Stoney Creek Railroad, Williams Valley Railroad, Reading & Columbia Railroad), Rutland Railroad Co., Staten Island Rapid Transit Railway Co.

AWARD

Dated.—December 1, 1926.

Effective date.—December 1, 1926.

Life of.—Not specified in the award. Agreement to arbitrate provides that award shall continue in force for a period of one year from the effective date thereof, and thereafter subject to 30 days' notice by or to any of the railroads.

Where filed.—United States District Court for the Southern District of New York.

Digest.—The award of the board of arbitration specifies that the standard rates of pay per mile, per day, and per month for conductors, assistant conductors and ticket collectors, train baggagemen, train flagmen and brakemen, in passenger service, for conductors and brakemen in local or way-freight service, for conductors and brakemen in through freight service, for yard conductors or foremen, for yard brakemen or helpers, and for switch tenders shall be increased $7\frac{1}{2}$ per cent over the rates in effect on November 30, 1926; that in applying the $7\frac{1}{2}$ per cent increase, the daily rates will be used as basis; mileage rates to be determined by dividing the new daily rates by 150 and 100 for passenger and freight service, respectively, and monthly rates will be determined by multiplying the new daily rates by 30.

The award provides for extra allowances to car retarders; also to train baggagemen who are required to handle express, United States mail, and dynamos.

With respect to changes in rules 1, 2, and 3, the award provides that the same increases shall apply to milk, mixed, work, miscellaneous, or any service not enumerated as are applied to the service in which they are now classified; that where there is a separate rate for these services, or other service, it shall be increased in the same amount of money compared with rates in effect on November 30, 1926, as the freight or passenger rate, according to the overtime basis on which it is calculated.

Rates of pay in excess of standard rates, including daily and monthly guarantees and all mountain, desert, or other differentials shall be maintained; that is, the same amount of money now paid in excess of standard rates shall be paid in excess of rates which are awarded by the award and that the adoption of the rates awarded shall in no case operate to bring about a reduction in rates now paid.

With respect to the request concerning rule 4, the board held: "The board is not clothed with police powers to enforce this or any other pay schedule rule."

Rule 5 as follows, was established by the award:

"Trainmen in through or irregular freight service required to pick up and/or set off a car or cars at four or more points during any one trip or tour of duty will be paid local freight rates for the entire service performed. Stops made (1) at first point to pick up cars other than cabin or caboose, and at last point to set off cars other than cabin or caboose; (2) at foreign line junction points, not exceeding four in number, when interchange cars only are picked up and/or set off; (3) for setting off defective cars; (4) doubling hills; (5) for setting out cars or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to established engine ratings, will not be counted as stops under this rule.

"Except as provided in (5) a stop covers picking up and/or setting off cars at one point between the time train is stopped and the entire train is coupled up and ready to start.

"Trainmen required to load or unload freight or to do station switching will be paid local or way freight rates. Switching necessary in picking up cars will not be considered 'station switching.' Switching for the purpose of placing at loading or unloading places cars other than cars loaded with livestock or highly perishable freight will be considered 'station switching'. If, in order to set out car or cars clear of main line, it is necessary to move from 'spot' a car or cars that are set for loading or unloading, such car or cars will be replaced on 'spot' and so doing will not be considered 'station switching'."

Rule 6. Request that not less than one brakeman shall be assigned to every passenger train of two or more cars or on other passenger trains of less than two cars that carry either baggage, mail or express matter for distribution, is denied.

BOSTON & MAINE RAILROAD AND BROTHERHOOD OF RAILROAD STATION
EMPLOYEES

(Arbitration hearings begun April 14, 1927)

PARTIES INVOLVED

Employees.—Approximately 933 crossing tenders, drawbridge tenders, pumpmen, lampmen, and signalmen at noninterlocking points, represented by the Brotherhood of Railroad Station Employees.

Carrier.—One (Boston & Maine Railroad).

AWARD

Dated.—April 25, 1927.

Effective date.—April 22, 1927.

Life of.—One year from effective date, and thereafter until terminated upon 30 days' notice by either party to the award.

Where filed.—United States District Court for the District of Massachusetts.

Digest.—A majority decision of the board of arbitration awarded an increase of 2 cents an hour to all classes of labor coming within the scope of the agreement to arbitrate; namely, crossing tenders, drawbridge tenders, pumpmen, lampmen, and signalmen at noninterlocking points, such increase to be added to the rates of pay in effect on April 1, 1927.

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY CO. AND CLERKS' ASSOCIATION OF THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY CO.

(Arbitration hearings begun October 7, 1926)

PARTIES INVOLVED

Employees.—Approximately 1,132 clerical employees represented by the Clerks' Association of the Nashville, Chattanooga & St. Louis Railway Co.

Carrier.—One (Nashville, Chattanooga & St. Louis Railway Co.).

AWARD

Dated.—October 29, 1926.

Effective date.—September 1, 1926.

Life of.—Until August 31, 1927.

Where filed.—United States District Court for the Middle District of Tennessee.

Digest.—A unanimous decision of the board of arbitration awarded the clerks involved in this case an increase of \$125 per day, counting six days the week for the year beginning September 1, 1926, and ending August 31, 1927, such increase to be apportioned among said clerks as follows: No change in step-rate positions paying \$55, which applies on entering the service; or \$60, which applies after six months' experience; or in the rate of \$69 which applies after one year's experience where this figure exceeds \$20.40 less than the full rate of the position. The \$84 minimum applicable after two years' experience, is increased 2.73 per cent, resulting in a rate of \$86.50, by using figures ending only in 50 cents and \$1. Under the application of this rule, an increase of \$2.75 to \$2.99 will yield \$3; and an increase from \$2.50 to \$2.74 will yield \$2.50.

All positions now rated in excess of \$84 are increased 2.73 per cent, with a maximum increase of \$5 per month. This includes positions now being filled by clerks with less than two years' experience. There are 22 of such positions.

Clerks now receiving \$20.40 less than the old rate will, under the award, receive \$20.40 less than the new rate. Clerks who are still on the step-rate basis, in other words, those receiving \$55 and \$60, will continue to receive such rates, until their service entitles them to \$20.40 less than the newly established rate.

Applying this basis to the pay roll, and including in the pay roll the \$20.40 positions at the established rate, and applying the increase to these positions, \$3,196 of the total award of \$3,250 per month is absorbed. This includes two of the maximum step-rate jobs, \$84 per month, which are filled by clerks who have attained two years' experience. It does not include any provision for the increase from \$84 to \$86.50 for those positions on which the incumbents are now paid less, having had less than two years' experience, although these rates are to be increased from \$84 to \$86.50.

This leaves \$54 of the award, to which the management agrees to add \$10, making available for other adjustments \$64 per month. These other adjustments to be made by agreement between the management and the clerks' association.

It should be pointed out here that the new rate for seven-day jobs has been reached by applying the increase to the pay for six days. The overtime day will be paid on the basis of the new rate.

BOSTON & MAINE RAILROAD AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun February 1, 1927)

PARTIES INVOLVED

Employees.—Approximately 5,000 clerical and station service employees, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Carrier.—One (Boston & Maine Railroad).

AWARD

Dated.—March 1, 1927.

Effective date.—March 4, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the effective date thereof, and thereafter subject to 30 days' notice by or to the railroad.

Where filed.—District Court of the United States for the District of Massachusetts.

Digest.—A majority decision of the board of arbitration awarded the herein-after named classes the following increase per hour, to be added to the rates of pay in effect upon March 1, 1927:

Assistant storekeepers, chief clerks, foremen, subforemen and other clerical supervisory forces, clerks, train and engine crew callers, assistant station masters, train announcers, janitors, station attendants, telephone switchboard operators, 5 cents.

Station, platform, warehouse, transfer, storeroom, stockroom and team track freight handlers or truckers, callers, loaders, locators, coopers, sealers, scalers, stowers or stevedores, perishable freight inspectors and others similarly employed, 5 cents.

Baggage and parcel-room employees (other than clerks), gatemen and office, station and warehouse watchmen, 4 cents.

All common laborers in and around stations, storehouses and warehouses not otherwise provided for, 4 cents.

Employees engaged in assorting waybills and tickets, operating appliances or machines for perforating, addressing envelopes, numbering claims and other papers, gathering and distributing mail, adjusting dictaphone cylinders and other similar work, office boys, messengers, chore boys and other employees under 18 years of age filling similar positions, 4 cents. Elevator operators, 3 cents.

For miscellaneous employees affected by this award, but not specifically listed under any of the foregoing sections, add an amount equal to the increases specified for the respective classes to which the miscellaneous employees herein referred to are analogous.

The sum of the increases granted to the employees in paragraphs 1 to 7, inclusive, may be distributed by joint action of the representatives of the Boston & Maine Railroad and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees in such a manner as to bring about an adjustment of the inequalities in rates for the employees covered by this award, provided the representatives of the Boston & Maine Railroad and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees can mutually agree as to the said distribution. In the event of a disagreement between the parties or a failure to agree as to the said distribution within a period of 60 days from the date of this award, the award shall be applied exactly as though this paragraph was not a part thereof.

SOUTHERN PACIFIC CO. (PACIFIC SYSTEM) AND BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

(Arbitration hearings begun February 1, 1927)

PARTIES INVOLVED

Employees.—Estimated at from 850 to 900 signal department employees; represented by the Brotherhood of Railroad Signalmen of America.

Carrier.—One (Southern Pacific Co.—Pacific system).

AWARD

Dated.—March 4, 1927.

Effective date.—Not specified in the award. The agreement to arbitrate provides that the award of the board of arbitration shall become effective as of January 1, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the effective date thereof, and thereafter subject to 30 days' notice by or to the railroad.

Where filed.—United States District Court for the Northern District of California, Southern Division.

DIGEST

A majority decision of the board of arbitration awarded an increase of $4\frac{1}{2}$ cents per hour to leading signalmen and leading signal maintainers and signalmen and signal maintainers. Assistant signalmen and assistant signal maintainers were granted an increase of 3 cents per hour in their basic and first year's service rate, $3\frac{1}{2}$ cents per hour for the second year, 4 cents per hour for the third year, and $4\frac{1}{2}$ cents per hour for the fourth year. Signal helpers were granted an increase of 3 cents per hour. The rates thus established for these classes are as follows:

Leading signalmen and leading signal maintainers, $81\frac{1}{2}$ cents.

Signalmen and signal maintainers, $76\frac{1}{2}$ cents.

Assistant signalmen and assistant signal maintainers, basic rate, 52 cents.

First year: First six months, 52 cents; second six months, 54 cents.

Second year: First six months, $56\frac{1}{2}$ cents; second six months, $58\frac{1}{2}$ cents.

Third year: First six months, 61 cents; second six months, 63 cents.

Fourth year: First six months, $65\frac{1}{2}$ cents; second six months, $67\frac{1}{2}$ cents.

Signal helpers, 50 cents.

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY CO. AND ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

(Arbitration hearings begun November 23, 1926)

PARTIES INVOLVED

Employees.—Approximately 549 train and engine service employees, represented by the Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen.

Carrier.—One (Nashville, Chattanooga & St. Louis Railway Co.).

AWARD

Dated.—December 13, 1926.

Effective date.—Not specified in the award. The agreement to arbitrate provides that the award of the board of arbitration shall become effective five days after the date handed down, December 18, 1926.

Life of.—Not specified in the award. The agreement to arbitrate provides that it shall continue in force for the period of one year from the effective date thereof and thereafter subject to 30 days' notice by or to the railroad.

Digest.—A majority decision of the board of arbitration stated that the Gulf, Mobile & Northern Railroad trains operating under trackage lease of June 24, 1926, should be operated over the Nashville, Chattanooga & St. Louis tracks by Gulf, Mobile & Northern train and engine crews. The reasons for this conclusion are contained in separate opinions filed with the award.

SOUTHERN PACIFIC CO. (PACIFIC SYSTEM) AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun March 7, 1927)

PARTIES INVOLVED

Employees.—Approximately 10,000 clerical and station employees, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Carrier.—One (Southern Pacific Co.—Pacific system).

AWARD

Dated.—April 16, 1927.

Effective date.—January 1, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the effective date thereof, and thereafter subject to 30 days' notice by or to the railroad.

Where filed.—District Court of the United States for the Northern District of California, Southern Division.

Digest.—A majority decision of the board of arbitration awarded an increase to clerical and station employees as follows:

Sec. 1. Storekeepers, assistant storekeepers, chief clerks, foremen, subforemen, and other office, station, and store supervisory forces, 3 cents per hour.

Sec. 2. Employees devoting a majority of their time to clerical work, or as machine operators, 5 cents per hour.

Sec. 2 (b). Except as specified in section 3 hereof all clerical employees and machine operators being paid at a rate less than the full rate of the position to which assigned shall be paid the full rate of such position, to which shall be added the increase of 5 cents per hour.

Sec. 3. Employees without previous clerical experience as a clerical worker, hereafter entering the service in the general offices at San Francisco, Calif., and filling positions of clerk or machine operator shall be paid as follows: First three months, \$2.35 per day; second three months, \$2.55 per day; third three months, \$2.75 per day; fourth three months, \$2.75 per day; and thereafter shall be paid the established full rate of pay for the position occupied.

Sec. 4 (a). Train and engine crew callers, 2 cents per hour.

Sec. 4 (b). Assistant station masters, passenger directors, train announcers, gatemen, ticket collectors, station and assistant station baggagemen, and baggage-room employees (other than clerks), 5 cents per hour.

Sec. 4 (c). Baggage and mail handlers and parcel-room employees, 7 cents per hour.

Sec. 4 (d). Auto messengers, baggage and mail truck drivers, 5 cents per hour.

Sec. 4 (e). Operators of small electric baggage and mail tractors, 7 cents per hour.

Sec. 5. Janitors, elevator operators, office, store, station, and warehouse watchmen and employees engaged in assorting waybills and tickets, operating appliances or machines for perforating, addressing envelopes, numbering claims and other papers, gathering and distributing mail, adjusting dictaphone cylinders, and other similar work, 2 cents per hour.

Sec. 6. (Not in employees' submission.)

Sec. 7. Station, platform, warehouse, transfer, dock, pier, storeroom, and team track freight handlers or truckers, store helpers, store truck drivers, and chauffeurs, and others similarly employed, 4 cents per hour.

Sec. 8. The following differentials shall be maintained between truckers and the classes named below: (a) Sealers, scalers, and fruit and perishable inspectors, 2 cents per hour above the rates for truckers; (b) stowers, stevedores, callers, pickers, loaders, locators, coopers, and freight platform tractor operators, 5 cents per hour above the rates for truckers.

Sec. 9. Store deliverymen, gang leaders, and apron tenders, 3 cents per hour.

Sec. 10. Telephone switchboard operators, 3 cents per hour.

Sec. 11. The sum of the increases granted may be distributed by joint action of the representatives of the carrier and of the employees in such manner as will establish just and equitable rates for each position in existence on the carrier's pay rolls, both as between positions within each seniority district, and also as between seniority districts; provided the representatives of the Southern Pacific Co. (Pacific lines) and of the Brotherhood of Railway and Steamship Clerks,

Freight Handlers, Express and Station Employees can mutually agree as to said distribution. In the event of a disagreement between the parties or failure to agree as to said distribution within a period of 120 days from date of this award, the award shall be applied exactly as though this section 11 were not a part thereof.

The board of arbitration in the award recommended to the representatives of the carrier and to the representatives of the employees that a sum not to exceed 1 cent per hour per position be used for the adjustment of the inequalities complained of by the employees and that the balance of the award be applied as a horizontal increase. The board of arbitration further recommended that this allotment of 1 cent per hour and the distribution thereof be handled by sections.

NEW YORK CENTRAL RAILROAD CO., THE GRAND CENTRAL TERMINAL, AND
BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun February 28, 1927)

PARTIES INVOLVED

Employees.—Approximately 21,194 employees of the above-named railroads coming within the scope of the agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Carriers.—Two (New York Central Railroad Co. and the Grand Central Terminal).

AWARD

Dated.—March 26, 1927.

Effective date.—March 16, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the effective date thereof and thereafter subject to 30 days' notice by or to the railroad.

Where filed.—United States District Court for the Southern District of New York.

Digest.—The unanimous decision of the board of arbitration awarded the employees concerned in this case an increase of 6 per cent in the existing rates of pay in effect March 15, 1927. The sum of the increase granted to the employees by this award was to be distributed by joint action and agreement of the parties in such manner as to bring about an adjustment of the inequalities in the rates of the employees. The award, however, provided that in the event that the parties failed to agree as to the method of distribution within a period of 90 days from the date of the award, the award shall be applied as though this provision was not in effect.

LOUISVILLE & NASHVILLE RAILROAD CO. AND THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

(Arbitration hearings begun May 17, 1927)

PARTIES INVOLVED

Employees.—Approximately 16,000 employees of the maintenance of way department, represented by the Brotherhood of Maintenance of Way Employees.

Carrier.—One (Louisville & Nashville Railroad Co.).

AWARD

Dated.—June 9, 1927.

Effective date.—June 1, 1927.

Life of.—One year from effective date thereof.

Where filed.—United States District Court for the Western District of Kentucky.

Digest.—A majority decision of the board of arbitration awarded the employees in the maintenance of way department of the carrier adjustment in their wages as follows:

Group No.	Class	Increase granted
38	Bridge and building foremen and assistants.....	<i>Per hour</i> 1 \$6.00
39	Bridge and building carpenters.....	.03
41	Bridge and building painters.....	.03
43	Second-class carpenters.....	.03
44	Bridge and building apprentices.....	.03
45	Engineers (except steam shovel engineers).....	.03
46	Firemen.....	.03
47	Pumpers.....	
48	Extra gang foremen.....	1 6.00
49	Bridge and building gang foremen.....	1 6.00
50	Section foremen.....	1 6.00
51	Extra gang laborers.....	
52	Section laborers:	
	All rates 28¼ cents per hour and less.....	.02
	All rates greater than 28¼ cents and less than 32 cents per hour.....	.01½
	All rates equal to and greater than 32 cents per hour.....	.01
53	Other maintenance of way laborers.....	.02
123	Drawbridge tenders.....	
124	Crossing watchmen.....	
	Construction department, drillers, powder men, and their helpers.....	.02
83	Labor foremen in shops.....	.03
85	Shop laborers.....	
86	Common laborers in shops.....	

¹ Per month.

AMERICAN RAILWAY EXPRESS CO. AND AMERICAN FEDERATION OF EXPRESS WORKERS, BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES, ORDER OF RAILWAY EXPRESSMEN

Arbitration hearings begun December 21, 1926

PARTIES INVOLVED

Employees.—Approximately 40,000 employees in the service of the express company, represented by the American Federation of Express Workers, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and Order of Railway Expressmen.

Carrier.—One (American Railway Express Co.).

AWARD

Dated.—January 13, 1927.

Effective date.—January 1, 1927, except that part providing extra allowances for handling baggage and/or United States mail by messengers, which extra allowances are effective as of January 16, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the date upon which handed down, and thereafter subject to 30 days' written notice by either party to the other.

Digest.—A unanimous decision of the board of arbitration awarded employees concerned in this case an increase in rates of pay of 2½ cents per hour, the same relative increase to employees rated upon daily, weekly, or monthly bases, such increase to be based upon the rates of pay in effect as of December 31, 1926.

The award also provided for extra allowances of 4¼ cents for messengers in train service required to handle baggage and/or United States mail, and an extra allowance of 8½ cents per hour for messengers in train service required to handle both baggage and United States mail.

The extra allowance for handling United States mail is not to apply when the amount of such mail handled does not exceed in volume, between any two points, that provided for the minimum space that can be authorized by the Post Office Department; viz, 3 feet or its equivalent, 54 sacks or pieces. Loading United States mail into car, storing it in car, sorting it en route, or unloading it at intermediate or terminal points will constitute "handling" under this award. The award further provides that the extra allowance for handling United States mail will not apply when "storage" mail is in charge of the messenger provided he is not required to "handle" it, but will apply to other train service employees who may be assigned regularly or temporarily to that work.

AMERICAN RAILWAY EXPRESS CO. AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, STABLEMEN AND HELPERS OF AMERICA

(Arbitration hearings begun January 4, 1927)

PARTIES INVOLVED

Employees.—274 vehicle service employees of the American Railway Express Co., represented by the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America.

Carrier.—One (American Railway Express Co.).

AWARD

Dated.—January 18, 1927.

Effective date.—January 1, 1927.

Life of.—To remain in full force and effect for a period of one year from January 1, 1927, and thereafter until 30 days of written notice shall be given by either party to the other.

Where filed.—United States District Court for the Eastern District of Missouri.

Digest.—A unanimous decision of the board of arbitration stated that the rate of increases set out below constitutes for the positions specified a just and reasonable wage. For each of the hereinafter named classes, add the following amounts per month to the rates of pay in effect December 31, 1926:

Chauffeurs.....	\$10. 00
Drivers.....	7. 46
Helpers.....	2. 46
Money delivery men.....	7. 46
Supervisors.....	7. 46
Dispatchers.....	7. 46
Assistant dispatchers.....	7. 46

The award of the board further stated that it was understood and agreed to by both parties that any award granted by any other board of arbitration subsequent to December 16, 1926, and prior to the date of this decision involving express employees shall not be applied to employees affected by this decision.

BOSTON & MAINE RAILROAD AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

(Arbitration hearings begun March 7, 1927)

PARTIES INVOLVED

Employees.—Approximately 2,134 engineers and firemen, represented by the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.

Carrier.—One (Boston & Maine Railroad).

AWARD

Dated.—March 18, 1927.

Effective date.—March 18, 1927.

Life of.—Not specified by the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the effective date thereof, and thereafter subject to 30 days' notice by or to the railroad.

Where filed.—United States Court for the District of Massachusetts.

Digest.—Upon the proposal of the management that effective November 29, 1926, they run engineers and firemen from Boston, Mass., over the Fitchburg-Berkshire division to Troy, N. Y., a distance of 192 miles, which method of operation was opposed by the engineers and firemen, a majority of the board of arbitration rendered its award in favor of the Boston & Maine Railroad.

AMERICAN RAILWAY EXPRESS CO. AND INTERNATIONAL BROTHERHOOD OF BLACKSMITHS, DROP FORGERS, AND HELPERS

(Arbitration hearing begun March 30, 1927)

PARTIES INVOLVED

Employees.—A number of employees estimated at from 90 to 132, represented by the International Brotherhood of Blacksmiths, Drop Forgers, and Helpers.

Carrier.—One (American Railway Express Co.).

AWARD

Dated.—April 2, 1927.

Effective date.—January 1, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from the date handed down, and thereafter subject to 30 days' written notice by either party to the other.

Where filed.—United States District Court for the Southern District of New York.

Digest.—Upon full hearing and consideration of the question submitted, the board of arbitration by unanimous decision awarded an increase in rates of pay of 2½ cents per hour to all employees comprehended within the terms of the agreement of submission. The rates of pay in effect on April 1, 1927, are the bases on which the increased rates of pay prescribed in the award shall be computed.

RAILROADS IN WESTERN TERRITORY AND ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN

(Arbitration hearing begun April 27, 1927)

PARTIES INVOLVED

Employees.—Approximately 60,000 conductors, trainmen, and yardmen, represented by the Order of Railway Conductors and Brotherhood of Railroad Trainmen.

Carriers.—Eighty-seven railroads in western territory, as follows: Atchison, Topeka & Santa Fe Railway Co. (including eastern, western, and coast lines) (Gulf, Colorado & Santa Fe Railway Co., and Panhandle & Santa Fe Railway Co.), Belt Railway Co. of Chicago, Chicago & Eastern Illinois Railway, Chicago & North Western Railway Co., Chicago & Western Indiana Railroad Co., Chicago Great Western Railroad, Chicago, Burlington & Quincy Railroad Co., Chicago, Milwaukee & St. Paul Railway Co., (Chicago, Terre Haute & Southeastern Railway Co. and Chicago, Milwaukee & Gary Railway Co.), Chicago, Rock Island & Pacific Railway Co. (Chicago, Rock Island & Gulf Railway Co.), Chicago St. Paul, Minneapolis & Omaha Railway Co., Colorado & Southern Railway Co., Davenport, Rock Island & Northwestern Railway Co., Denver & Rio Grande Western Railroad Co., Des Moines Union Railway Co., Fort Worth & Denver City Railway (Wichita Valley Railway), Great Northern Railway Co.; Gulf Coast Lines (New Orleans, Texas & Mexico Railway Co., St. Louis, Brownsville & Mexico Railway Co., Beaumont, Sour Lake & Western Railway Co., Orange & Northwestern Railroad Co., New Iberia & Northern Railroad Co.), Houston Belt & Terminal Railway Co., Illinois Central Railroad Co. (Yazoo & Mississippi Valley Railroad Co. and Gulf & Ship Island Railroad Co.), International Great Northern Railroad Co. (San Antonio, Uvalde & Gulf Railroad Co.), Kansas City Southern Railway Co. (Texarkana & Fort Smith Railway Co.), Kansas City Terminal Railway Co., Minneapolis, St. Paul & Sault Ste. Marie Railway (Duluth, South Shore & Atlantic Railway Co. and Mineral Range Railroad Co.), Minnesota & International Railway Co., (Big Fork & International Falls Railway), Missouri-Kansas-Texas Railroad Co. (Missouri-Kansas-Texas Railroad Co. of Texas), Missouri Pacific Railroad Co., Northern Pacific Railway Co., Ogden Union Railway & Depot Co., Peoria & Pekin Union Railway Co., Rio Grande Southern Railroad Co., St. Joseph Belt Railway Co., St. Paul Bridge & Terminal Railway Co., St. Paul Union Depot Co., St. Louis-San Francisco Railway Co. (St. Louis, San Francisco & Texas Railway Co., Paris & Great Northern Railroad, Fort Worth & Rio Grande Railroad, Brownwood North & South Railroad, Birmingham Belt Railroad), St. Louis Southwestern Railroad Co. (St. Louis Southwestern Railway Co. of Texas); Southern Pacific Co., Pacific system; Southern Pacific Lines in Texas and Louisiana (Houston & Texas Central Railroad Co. (except yardmen in Houston Terminal), Galveston, Harrisburg & San Antonio Railway Co., Texas & New Orleans Railroad Co. (except yardmen in Beaumont yard), Louisiana Western Railroad Co., Morgan's Louisiana & Texas Railroad & Steamship Co., Iberia & Vermilion Railroad Co.), Spokane, Portland & Seattle Railway Co. (Oregon Trunk Railway, Oregon Electric Railway Co., and United Railways Co.), Terminal Railroad Association of St. Louis (St. Louis Merchants Bridge & Terminal Railway, East St. Louis Connecting Railroad, and St. Louis Transfer Railroad), Texas & Pacific Railway Co. (Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans), Texas Midland

Railroad, Trinity & Brazos Valley Railway Co.; Union Pacific System (Union Pacific Railroad, Oregon Short Line Railroad, Oregon-Washington Railroad & Navigation Co., Los Angeles & Salt Lake Railroad, St. Joseph & Grand Island Railway); Union Railway Co. (Memphis, Tenn.), Union Stock Yards Co. of Omaha (Ltd.), Wabash Railway Co., and Western Pacific Railroad Co.

AWARD

Dated.—June 25, 1927.

Effective date.—March 1, 1927.

Life of.—Not stated in the award. The agreement to arbitrate provides that the award shall continue in force for a period of one year from the effective date thereof, and thereafter subject to 30 days' notice by or to any of the railroads.

Where filed.—United States District Court for the Northern District of Illinois, Eastern Division.

Digest.—A majority decision of the board of arbitration established a rate of pay of \$7.94 per day for car retarder operators; \$7.14 per day for yard foremen; \$6.62 per day for yard helpers; and \$5.07 per day for switch tenders. The award further provides that on roads where the trainmen legislate for yardmasters and assistant yardmasters, the same increases will be added to present rates as were awarded to yard foremen. Trainmen were not granted an increase in wages by this award. The increase thus granted yardmen, the award states, amounts to $7\frac{1}{2}$ per cent.

RAILROADS IN SOUTHEASTERN TERRITORY AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

(Arbitration hearings begun May 16, 1927)

PARTIES INVOLVED

Employees.—Approximately 6,500 firemen, helpers, hostlers, and outside hostler helpers, represented by the Brotherhood of Locomotive Firemen and Enginemen.

Carriers.—Twelve railroads in the southeastern territory, as follows: Atlantic Coast Line Railroad Co., Central of Georgia Railway Co., Chesapeake & Ohio Railway Co., Clinchfield Railroad Co., Louisville, Henderson & St. Louis Railway Co., Louisville & Nashville Railroad Co., Nashville, Chattanooga & St. Louis Railway Co., Norfolk Southern Railroad Co., Richmond, Fredericksburg & Potomac Railroad Co., Norfolk & Western Railway Co., Jacksonville Terminal Co., and Tennessee Central Railway Co.

AWARD

Dated.—June 16, 1927.

Effective date.—Not specified in the award. The agreement to arbitrate provides that the award shall become effective May 1, 1927.

Life of.—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force for the period of one year from May 1, 1927, and thereafter subject to 30 days' written notice by any individual management or committee desiring change.

Where filed.—Supreme Court of the District of Columbia.

Digest.—A majority decision of the board of arbitration awarded an increase of 40 cents per basic day in the rates of pay of firemen engaged in all-road service except passenger service; 35 cents per basic day for all other employees involved.

The award denied the request of the employees for the extension of the graduation of locomotives in freight service to 550,000 pounds with an additional increase of 25 cents per day to be applied to each 50,000 pounds over 250,000 pounds on drivers.

The request that the weight on all other power-driven wheels be added to the weight on drivers on locomotives that are equipped with boosters and the weights produced by such increased weights shall fix the rates for the respective classes of service, was granted by the award.

With respect to passenger service, a majority of the board decided that the earnings from mileage, overtime, or other rules applicable, for each day in service, should not be less than \$5.60.

The requests that existing rates of pay in excess of standard rates should be increased the same amount as allowed herein for standard rates and that all arbitraries and special allowances be increased proportionately, were granted by the award.

TABLE 3.—Settlements, by organizations

Organization	Settled by mediation	Settled by arbitration	Withdrawn	Cases not accepted for mediation
Blacksmiths, Dropforgers and Helpers, International Brotherhood of.....	0	1	0	0
Bridge and Building Mechanics and Helpers, Brotherhood of Railway.....	2	0	0	0
Clerks' Association, N. C. & St. L. Ry.....	0	1	0	0
Clerks, Freight Handlers, Express and Station Employees, Brotherhood of Railway and Steamship.....	10	8	4	0
Conductors, Order of Railway.....	12	14	0	0
Conductors, Order of Sleeping Car.....	1	0	1	0
Dispatchers, American Train Association.....	20	2	6	1
Engineers, Brotherhood of Locomotive.....	0	13	0	0
Engineers and Assistants, Independent Brotherhood of Steam and Electrical.....	0	0	1	0
Expressmen, Order of Railway.....	0	1	0	0
Express, Workers, American Federation of.....	2	1	0	0
Ferry Boatmen's Union of California.....	0	1	0	0
Firemen & Enginemmen, Brotherhood of Locomotive.....	2	14	0	0
Lighter Captains' Union, Local 996, International Longshoremen Association.....	1	0	0	0
Longshoremen Association, International.....	1	0	0	0
Maintenance of Way Employees, Brotherhood of.....	2	2	2	0
Marine Culinary Workers Association of California.....	1	0	0	0
Marine Engineers Beneficial Association.....	0	1	0	0
Masters Mates & Pilots, National Organization.....	0	1	0	0
Milk Messengers.....	1	0	0	0
Porters, Brakemen, and Switchmen, Association of Train.....	0	0	1	0
Railroad Workers, American Federation of.....	0	0	0	1
Railway Employees Department, American Federation of Labor.....	2	0	0	0
Shopcraft Employees, Associated Organization of Great Northern Railway.....	1	0	0	0
Signalmen, Brotherhood of Railroad, of America.....	2	1	1	0
Station Employees, Brotherhood of Railroad.....	0	1	3	0
Switchmen's Union of North America.....	0	1	0	0
Teamsters, Chauffeurs, Stablemen and Helpers of America, International Brotherhood of.....	0	1	0	0
Telegraphers, Order of Railroad.....	7	3	3	1
Trainmen, Brotherhood of Railroad.....	12	14	0	0
Yardmasters of America, Railroad.....	0	0	2	0
Total.....	59	41	24	3
Less correction for duplicated submissions where two or more organizations joined.....	2	9	0	0
Total cases received.....	57	32	24	3

¹ Cases in which two or more organizations joined.

GENERAL

In the passage of the railway act Congress apparently accepted the joint conclusions of railroad managements and of railroad labor organizations in respect of the scope and method of legislation to provide governmental assistance in composing differences between carriers and their employees. Coercive and punitive provisions are absent in the railway labor act. The evident purpose was to safeguard the principle of voluntary action, with governmental participation principally confined to the extension of good offices in the solution of railroad labor problems. In thus dealing with legislation, in the practical effects of which there is such a great and vital public interest, Congress reposed an extraordinary responsibility in both railroad managements and employee organizations to discharge their obligations to each other and to the public in the utmost of good faith.

That the respective parties to the railway labor act have exercised a commendable diligence in solving many of their problems directly and without resort to governmental assistance is shown in the

record of voluntary settlements referred to heretofore. Moreover, in so far as the experience of our board has thus far developed it, the attitude of both carriers and employee groups toward their obligations under the act has been encouraging.

In a field of industry in which technical involvements are numerous, in which the play of competitive economic interests is highly organized and in which centralized administrative control is not always possible, it is but natural that there should be some delay in arriving at conclusions involving the expenditure of large amounts of money without injustice to one or another of the elements involved. There has been during the year some resistance from a minority of carriers to the prompt submission of their problems to mediation and arbitration. In the opinion of our board this is due partially to deliberation on the part of carriers because of different interpretations of the provisions of the law. It is expected by our board, however, that this lack of promptitude in accepting the remedies provided in the railway labor act, will be minimized as experience is gained under the law.

Where resort is had to arbitration Congress has provided for the appointment of an arbitration board of three and also made possible the appointment of a board of six if the parties in interest so stipulate. In cases submitted to arbitration each of the parties in interest shall appoint one or two party arbitrators according to their determination to have a board made up of three or six members. The party arbitrators so appointed shall, if possible, appoint one or two neutral arbitrators according as the board is composed of three or six arbitrators.

In most instances arbitrators named by the parties in interest have failed to agree upon neutral arbitrators and in consequence, our board has found this duty of appointing arbitrators one of its most arduous and exacting tasks. Thus far, we have had the cooperation of distinguished and public-spirited citizens, whose services as neutral arbitrators have accomplished much toward not only complying with the stipulations of impartiality provided by law, but in maintaining high standards of economic deliberation in the consideration of questions at issue.

The creation of adjustment boards to dispose of grievance matters, as contemplated in the act, has been retarded during the year largely by reason of the complexity of the problem.

Our board believes that the railway labor act is sound in purpose and principle. However, it should be emphasized that the absence of coercive provisions places a definite responsibility upon both carriers and employee organizations to deal with and, if possible, settle their own problems in the interests of each other and of the public.

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