

Annual Report of the  
United States Board  
of Mediation ~ 1928

**UNITED STATES BOARD OF MEDIATION MEMBERS, 1928**

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Annual Report  
OF THE  
United States  
Board of Mediation



For the Fiscal Year  
ended June 30  
1928



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## LETTER OF TRANSMITTAL

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BOARD OF MEDIATION,  
OFFICE OF THE CHAIRMAN,  
*Washington, D. C., November 1, 1928.*

*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 second annual report of the Board of Mediation for the fiscal year ended June 30, 1928.

SAMUEL E. WINSLOW,  
*Chairman, Board of Mediation.*





# SECOND 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 in 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;

(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 acknowledgement 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 connections 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 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 condi-

tions 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 were established to 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 advisers 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 additional mediator is employed.

## FINANCIAL STATEMENT

For the fiscal year ended June 30, 1928, the appropriations by Congress for the Board of Mediation and its services were as follows:

|                                                |            |
|------------------------------------------------|------------|
| Salaries and expenses, Board of Mediation..... | \$237, 000 |
| Printing and binding, Board of Mediation.....  | 3, 000     |
| Salaries and expenses, arbitration boards..... | 100, 000   |
| Emergency boards, railway labor act.....       | 50, 000    |

|            |          |
|------------|----------|
| Total..... | 390, 000 |
|------------|----------|

The following table shows the principal items of expenditure from these funds and the unexpended balance at the end of the fiscal year:

|                                     |                |
|-------------------------------------|----------------|
| Salaries, Board of Mediation.....   | \$151, 388. 01 |
| Rent of quarters.....               | 13, 761. 12    |
| Expenses incident to travel.....    | 20, 102. 69    |
| Printing and binding.....           | 1, 308. 70     |
| Other operating expenses.....       | 5, 505. 06     |
| Expenses of arbitration boards..... | 77, 362. 50    |
| Expenses of emergency boards.....   | 4, 759. 62     |

|                                    |              |
|------------------------------------|--------------|
| Total.....                         | 274, 187. 70 |
| Unexpended balance, all funds..... | 115, 812. 30 |

|            |              |
|------------|--------------|
| Total..... | 390, 000. 00 |
|------------|--------------|

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, 1928, 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, 1928, 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, 1928, the Board of Mediation received 98 separate applications for its services in the adjustment of differences concerning rates of pay, rules, or working conditions between carriers and employee organizations, making a total of 363 such applications received since its creation. The 98 cases received involved 21 railroad labor organizations and 176 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 90 carriers and 25,000 employees; another case involved 89 carriers and 55,000 employees; in other cases only a single carrier and groups as small as 18 employees participated. Approximately 1,600 carriers, subject to the interstate commerce act and under the direction of 791 operating organizations, and about 2,000,000 employees are eligible for the services of our board under the act.

Of the 363 cases submitted to our board 256 had been disposed of by June 30, 1928, and 145 of these were settled during the fiscal year covered by this report. Of these 145 cases, 84 were settled through mediation, 14 cases were submitted to arbitration, 37 cases were withdrawn through mediation, 8 cases were withdrawn without mediation consideration, and 2 cases were closed by board action. In five of the cases reported as having been disposed of during the previous year through submission to boards of arbitration, the agreements to arbitrate were subsequently canceled. Two of these cases were later settled by mediation and three by withdrawal. By the end of the year 9 out of the 14 cases submitted to arbitration had been concluded by awards under the act. (Details regarding settlements appear in tabular form hereafter.) At the end of the year, 107 of the total of 363 cases received still remained unsettled. Of this number 58 had been assigned for mediation and were being held in abeyance awaiting the arrangement of mediation conferences. The remaining 49 cases had not been accepted for mediation.

In addition to the foregoing rates of pay, rules or working condition cases, the board received during the year applications for its services in the adjustment of 58 other cases, for the most part grievances matters involving the interest of employees as affected by the application of rules or of discipline. During the preceding year 62 cases of similar character were received. Of this total of 120 grievance cases 3 have been disposed of, 2 by voluntary withdrawal and 1 through mediation.

The consideration of grievance matters by the Board of Mediation, as provided in the railway labor act, contemplates the creation of appropriate adjustment boards. Such adjustment boards have not been generally created. Consequently, the Board of Mediation has been hampered in its efforts to render services in such cases. In several instances, however, during the mediation of wage and rules differences, contingent or related grievance matters have been adjusted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928

| 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-6      | 1926<br>July 10 | Employees.. | The Order of Railroad Telegraphers with Southern Pacific Lines in Texas and Louisiana.                                                                                                                     | 4, 322                       | Station, telegraph, and tower service. | 800                | 1927<br>June 2        | Houston, Tex.....     | Mediation..... | 1927<br>July 23         |
| C-14     | Sept. 13        | do.....     | American Train Dispatchers Association with Denver & Rio Grande Western R. R. Co.                                                                                                                          | 2, 593                       | Train dispatchers.....                 | 42                 | Feb. 21               | Denver, Colo.....     | do.....        | Dec. 13                 |
| C-27     | Aug. 12         | Joint.....  | Brotherhood of Locomotive Engineers, Brotherhood of Railroad Trainmen, Order of Railway Conductors with Fort Dodge, Des Moines & Southern R. R. Co.                                                        | 150                          | Train and engine service.              | 50                 | -----                 | -----                 | Board action 1 | July 10                 |
| C-29     | Aug. 13         | Employees.. | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Ogden Union Ry. & Depot Co.                                                                              | -----                        | Clerical employees.....                | -----              | Oct. 19               | Ogden, Utah.....      | Mediation..... | 1928<br>Feb. 4          |
| C-30     | Aug. 18         | do.....     | do.....                                                                                                                                                                                                    | -----                        | do.....                                | -----              | do.....               | do.....               | do.....        | Do.                     |
| C-35     | Aug. 17         | do.....     | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Central Vermont Ry. Co.                                                                                  | 493                          | do.....                                | 540                | 1927<br>Aug. 22       | St. Albans, Vt.....   | do.....        | 1927<br>Aug. 27         |
| C-37     | Sept. 1         | do.....     | Dining Car Cooks and Waiters' Union with Southern Pacific Co. (Pacific system).                                                                                                                            | 8, 929                       | Cooks and waiters.....                 | 1, 250             | Sept. 13              | San Francisco, Calif. | do.....        | 1928<br>Mar. 10         |
| C-41     | Sept. 2         | do.....     | Marine Engineers' Beneficial Association with Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe Coast Lines, Northwestern Pacific R. R. Co., Western Pacific R. R. Co.                    | -----                        | Marine engineers.....                  | 300                | 1926<br>Sept. 8       | do.....               | Mediation 2    | Apr. 6                  |
| C-45     | Sept. 4         | do.....     | National Organization Masters, Mates, and Pilots of America with Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe coast lines, Northwestern Pacific R. R. Co., Western Pacific R. R. Co. | -----                        | Masters, mates, and pilots.            | 430                | Sept. 16              | do.....               | do.....        | Mar. 27                 |

|      |          |              |                                                                                                                                                    |       |                               |       |                |                       |                              |                 |
|------|----------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------------------------|-------|----------------|-----------------------|------------------------------|-----------------|
| C-50 | Sept. 11 | -----do----- | American Train Dispatchers Association with St. Louis-San Francisco Ry. Co.                                                                        | 4,902 | Train dispatchers-----        | 82    | 1927<br>May 25 | St. Louis, Mo-----    | Mediation-----               | Mar. 3          |
| C-52 | Sept. 13 | -----do----- | American Train Dispatchers Association with Northern Pacific Ry. Co.                                                                               | 6,635 | -----do-----                  | 93    | May 17         | St. Paul, Minn-----   | -----do-----                 | 1927<br>Dec. 20 |
| C-60 | Sept. 15 | -----do----- | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Denver Union Terminal Co.                        | ----- | Clerical employees-----       | ----- | Apr. 7         | Denver, Colo-----     | -----do-----                 | Dec. 8          |
| C-61 | Sept. 13 | -----do----- | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Denver & Rio Grande Western R. R. Co.            | 2,593 | -----do-----                  | 1,450 | Mar. 14        | -----do-----          | -----do-----                 | Sept. 27        |
| C-67 | Sept. 20 | -----do----- | Brotherhood of Maintenance of Way Employees with Duluth, South Shore & Atlantic Ry. Co. (Mineral Range R. R. Co.).                                 | 649   | Maintenance of way employees. | 800   | Feb. 9         | Minneapolis, Minn.    | -----do-----                 | Oct. 1          |
| C-68 | ---do--- | -----do----- | Brotherhood of Maintenance of Way Employees with Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.                                                  | 4,409 | -----do-----                  | 4,850 | ---do---       | -----do-----          | -----do-----                 | Do.             |
| C-75 | Sept. 28 | -----do----- | American Train Dispatchers Association with Denver & Rio Grande Western R. R. Co.                                                                  | 2,593 | Train dispatchers-----        | 42    | Feb. 21        | Denver, Colo-----     | -----do-----                 | Dec. 13         |
| C-76 | Sept. 25 | -----do----- | American Train Dispatchers Association with St. Louis-San Francisco Ry. Co.                                                                        | 4,902 | -----do-----                  | 50    | May 25         | St. Louis, Mo-----    | Withdrawn <sup>1</sup> ----- | Oct. 13         |
| C-79 | Oct. 6   | -----do----- | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. | 4,409 | Clerical employees-----       | 2,210 | Nov. 29        | St. Paul, Minn-----   | Mediation-----               | Dec. 28         |
| C-84 | Oct. 7   | -----do----- | American Train Dispatchers Association with Missouri-Kansas-Texas R. R. Co.                                                                        | 3,660 | Train dispatchers-----        | 43    | Mar. 24        | St. Louis, Mo-----    | -----do-----                 | 1928<br>Mar. 3  |
| C-85 | ---do--- | -----do----- | American Train Dispatchers Association with Great Northern Ry. Co.                                                                                 | 8,164 | -----do-----                  | 95    | Sept. 3        | St. Paul, Minn-----   | Mediation-----               | 1927<br>Dec. 20 |
| C-91 | Oct. 6   | -----do----- | American Train Dispatchers Association with Missouri-Kansas-Texas R. R. Co.                                                                        | 3,660 | -----do-----                  | 43    | Mar. 24        | St. Louis, Mo-----    | Withdrawn <sup>2</sup> ----- | 1928<br>Mar. 3  |
| C-94 | Oct. 3   | -----do----- | American Train Dispatchers Association with Southern Pacific Co. (Pacific system).                                                                 | 8,928 | -----do-----                  | 175   | May 3          | San Francisco, Calif. | Mediation-----               | 1927<br>Dec. 22 |
| C-96 | Oct. 11  | -----do----- | American Train Dispatchers Association with Colorado & Southern Ry. Co.                                                                            | 1,054 | -----do-----                  | 9     | Mar. 10        | Denver, Colo-----     | -----do-----                 | 1928<br>Mar. 28 |

<sup>1</sup> The board closed its file. No jurisdiction.

<sup>2</sup> This case was closed by arbitration agreement; however, before arbitrators were appointed, mediation conferences were resumed, and a mediation agreement was substituted for the arbitration agreement.

<sup>3</sup> A mediation withdrawal agreement was signed by the parties, and witnessed by the mediator.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-98     | 1926<br>Oct. 11 | Employees..  | American Train Dispatchers Association with Oregon-Washington R. R. & Navigation Co.                                           | 2, 337                       | Train dispatchers.....                     | 23                 | 1927                  | -----                 | Withdrawn <sup>4</sup> ..   | 1927<br>Nov. 3          |
| C-99     | .....do.....    | .....do..... | .....do.....                                                                                                                   | 2, 337                       | .....do.....                               | 23                 | -----                 | -----                 | .....do.....                | Do.                     |
| C-101    | .....do.....    | .....do..... | Railroad Yardmasters of America with Minnesota Transfer Ry. Co.                                                                | 110                          | Yardmasters.....                           | 7                  | May 11                | Minneapolis, Minn.    | Mediation.....              | Nov. 29                 |
| C-103    | .....do.....    | .....do..... | Brotherhood of Maintenance of Way Employees with Southern Pacific Co. (Pacific system).                                        | 8, 929                       | Maintenance of way employees.              | 19, 000            | Aug. 17               | San Francisco, Calif. | .....do.....                | Aug. 26                 |
| C-105    | Oct. 15         | .....do..... | American Train Dispatchers Association with Mobile & Ohio R. R. Co.                                                            | 1, 161                       | Train dispatchers.....                     | 91                 | Mar. 14               | St. Louis, Mo.....    | Withdrawn <sup>5</sup> ..   | 1928<br>Jan. 11         |
| C-111    | Oct. 22         | .....do..... | American Train Dispatchers Association with Minnesota & International Ry. Co.                                                  | 211                          | .....do.....                               | 4                  | May 9                 | Minneapolis, Minn.    | .....do. <sup>6</sup> ..... | 1927<br>July 14         |
| C-112    | Oct. 25         | .....do..... | Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express, and Station Employees with Pere Marquette Ry. Co.        | 2, 244                       | Clerical employees.....                    | 2, 214             | Jan. 27               | Detroit, Mich.....    | .....do. <sup>5</sup> ..... | Aug. 6                  |
| C-126    | Nov. 9          | Carrier..... | Boston & Maine R. R. with Brotherhood of Railroad Station Employees.                                                           | 2, 085                       | Crossing tenders, pump men, lamp men, etc. | 933                | July 19               | Boston, Mass.....     | Mediation.....              | Aug. 16                 |
| C-128    | Nov. 13         | Employees..  | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Colorado & Southern Ry. Co. | 1, 054                       | Clerical employees.....                    | 470                | Mar. 23               | Denver, Colo.....     | .....do.....                | Nov. 29                 |
| C-129    | Nov. 19         | .....do..... | Brotherhood of Dining Car Conductors with Colorado & Southern Ry. Co. and Fort Worth & Denver City Ry. Co.                     | 1, 545                       | Dining-car conductors..                    | 12                 | Mar. —                | .....do.....          | Withdrawn <sup>6</sup> ..   | 1928<br>Jan. 9          |
| C-132    | Nov. 20         | .....do..... | Brotherhood of Maintenance of Way Employees with Chicago, Indianapolis & Louisville Ry. Co.                                    | 658                          | Maintenance of way employees.              | 1, 100             | Mar. 5                | Chicago, Ill.....     | .....do. <sup>7</sup> ..... | Mar. 29                 |
| C-134    | Nov. 26         | .....do..... | The Order of Railroad Telegraphers with Pere Marquette Ry. Co.                                                                 | 2, 244                       | Station, telegraph, and tower service.     | 590                | Jan. 27               | Detroit, Mich.....    | .....do. <sup>8</sup> ..... | 1927<br>July 29         |

|        |                |              |                                                                                                                                              |       |                                            |       |                 |                          |                              |                 |
|--------|----------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------|-------|-----------------|--------------------------|------------------------------|-----------------|
| C-144  | Dec. 8         | .....do..... | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, Indianapolis & Louisville Ry. Co. | 650   | Clerical employees.....                    | 450   | Mar. 26         | Chicago, Ill.....        | Mediation.....               | 1928<br>Feb. 7  |
| C-145  | Dec. 9         | .....do..... | American Train Dispatchers Association with Chicago, Burlington & Quincy R. R. Co.                                                           | 9,392 | Train dispatchers.....                     | 141   | 1928<br>Jan. 20 | .....do.....             | .....do.....                 | Mar. 12         |
| CI-146 | .....do.....   | .....do..... | Brotherhood of Maintenance of Way Employees with New York, New Haven & Hartford R. R. Co. and Central New England Ry. Co.                    | 2,149 | Section foremen and assistants.            | 500   | 1926<br>Dec. 14 | New H a v e n ,<br>Conn. | Withdrawn <sup>3</sup> ..... | Jan. 26         |
| C-152  | Dec. 24        | .....do..... | American Train Dispatchers Association with International-Great Northern R. R. Co.                                                           | 1,071 | Train dispatchers.....                     | 20    | 1927<br>June 2  | St. Louis, Mo.....       | Mediation.....               | Mar. 3          |
| C-153  | Dec. 27        | .....do..... | Brotherhood of Maintenance of Way Employees with Colorado & Southern Ry. Co.                                                                 | 1,054 | Maintenance of way employees.              | 1,150 | Apr. 6          | Denver, Colo.....        | .....do.....                 | 1927<br>Nov. 8  |
| C-154  | Dec. 29        | .....do..... | Brotherhood of Railroad Station Employees with Boston & Maine R. R.                                                                          | 2,085 | Crossing tenders, pump men, lamp men, etc. | 933   | July 19         | Boston, Mass.....        | .....do.....                 | Aug. 16         |
| C-157  | 1927<br>Jan. 8 | .....do..... | American Train Dispatchers' Association with Los Angeles & Salt Lake R. R. Co.                                                               | 1,208 | Train dispatchers.....                     | 34    | .....           | .....                    | Withdrawn <sup>6</sup> ..... | Oct. 18         |
| C-160  | Jan. 10        | Carrier..... | Chicago, Burlington & Quincy R. R. Co. with the Order of Railroad Telegraphers.                                                              | 9,404 | Station, telegraph, and tower service.     | 2,300 | June 3          | Chicago, Ill.....        | Mediation.....               | Aug. 31         |
| C-161  | Jan. 11        | Employees..  | Brotherhood of Maintenance of Way Employees with Chicago, St. Paul, Minneapolis & Omaha Ry. Co.                                              | 1,749 | Maintenance of way employees.              | 2,000 | May 16          | .....do.....             | .....do.....                 | Dec. 13         |
| C-162  | Jan. 13        | .....do..... | The Order of Railroad Telegraphers with Chicago, Burlington & Quincy R. R. Co.                                                               | 9,404 | Station, telegraph, and tower service.     | 2,300 | June 3          | .....do.....             | .....do.....                 | Aug. 31         |
| C-164  | Jan. 17        | Joint.....   | The Order of Railroad Telegraphers with the Baltimore & Ohio R. R. Co.                                                                       | 5,323 | .....do.....                               | 1,833 | July 12         | Baltimore, Md....        | Arbitration.....             | July 16         |
| C-165  | Jan. 20        | Employees..  | American Train Dispatchers Association with Gulf coast lines.                                                                                | 1,173 | Train dispatchers.....                     | 16    | June 2          | Houston, Tex.....        | Mediation.....               | 1928<br>Mar. 3  |
| C-170  | Jan. 26        | Joint.....   | Brotherhood of Railroad Signalmen of America with the Baltimore & Ohio R. R. Co.                                                             | 5,323 | Signalmen.....                             | 700   | July 19         | Baltimore, Md....        | Withdrawn <sup>5</sup> ..... | 1927<br>July 29 |
| C-171  | Jan. 27        | Employees..  | The Order of Railroad Telegraphers with Los Angeles & Salt Lake R. R. Co.                                                                    | 1,208 | Station, telegraph, and tower service.     | 200   | May 31          | Los Angeles, Calif.      | Mediation <sup>2</sup> ..... | 1928<br>Feb. 20 |

<sup>2</sup> This case was closed by arbitration agreement; however, before arbitrators were appointed, mediation conferences were resumed, and a mediation agreement was substituted for the arbitration agreement.

<sup>3</sup> A mediation withdrawal agreement was signed by the parties, and witnessed by the mediator.

<sup>4</sup> Withdrawn by the parties prior to commencement of mediation proceedings.

<sup>5</sup> This case was closed by arbitration agreement; however, before arbitrators were appointed, the parties composed their differences and withdrew the case.

<sup>6</sup> Withdrawn by the parties, after several mediation conferences had been conducted.

<sup>7</sup> While the questions submitted for mediation pertained to changes in rates and rules, it was found necessary to dispose of a question of representation before proceeding with questions presented. The representation question was settled by mediation agreement.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-172    | 1927 Jan. 23  | Employees..  | The Order of Railroad Telegraphers with Washington Terminal Co.                                                                                                                             | 8,164                        | Station, telegraph, and tower service. | 55                 | 1927 June ..          | Washington, D. C.  | Arbitration...  | 1927 July 1             |
| C-175    | Feb. 7        | .....do..... | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Great Northern Ry. Co.                                                                    |                              | Clerical employees....                 | 4,000              | Feb. 24               | St. Paul, Minn.... | .....do.....    | Do.                     |
| C-176    | Feb. 12       | .....do..... | The Order of Railroad Telegraphers with Chicago & Western Indiana R. R. Co.                                                                                                                 | 168                          | Station, telegraph, and tower service. | 62                 | May 5                 | Chicago, Ill.....  | Mediation....   | 1928 Feb. 7             |
| C-177    | Feb. 11       | .....do..... | Railroad Yardmasters of America with Gulf coast lines.                                                                                                                                      | 1,173                        | Yardmasters.....                       | 9                  | Dec. 8                | Houston, Tex.....  | Withdrawn *..   | 1927 Dec. 22            |
| C-178    | Feb. 10       | Joint.....   | The Order of Railroad Telegraphers with Grand Central Terminal (New York City).                                                                                                             |                              | Station, telegraph, and tower service. | 60                 | Sept. 14              | New York, N. Y..   | Arbitration...  | Sept. 22                |
| C-180    | Feb. 12       | Employees..  | The Order of Railroad Telegraphers with Quincy, Omaha & Kansas City R. R. Co.                                                                                                               | 251                          | .....do.....                           | 33                 | May 9                 | Kansas City, Mo.   | Mediation....   | 1928 May 9              |
| C-184    | Feb. 16       | .....do..... | Sailors' Union of the Great Lakes, Marine Firemen, Oilers, Water Tenders, and Coal Passers' Union of the Great Lakes with Pere Marquette Ry. Co., Grand Trunk R. R. Co., and Wabash Ry. Co. |                              | Ferryboat men.....                     | 165                | Sept. 1               | Detroit, Mich....  | Withdrawn *..   | 1927 Nov. 23            |
| C-185    | Feb. 17       | .....do..... | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & Eastern Illinois Ry. Co.                                                        | 1,067                        | Clerical employees....                 | 1,206              | Dec. 6                | Chicago, Ill.....  | Mediation....   | 1928 Mar. 16            |
| C-187    | Feb. 23       | Carrier..... | Quincy, Omaha & Kansas City R. R. Co. with the Order of Railroad Telegraphers.                                                                                                              | 251                          | Station, telegraph, and tower service. | 33                 | May 9                 | Kansas City, Mo..  | .....do.....    | May 9                   |
| C-189    | Mar. 1        | Employees..  | Order of Sleeping Car Conductors with the Pullman Co.                                                                                                                                       | 126,907                      | Sleeping-car conductors.               | 3,000              | June 9                | Chicago, Ill.....  | .....do.....    | Mar. 1                  |
| C-190    | Mar. 5        | .....do..... | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Kansas City Terminal Ry. Co.                                                              |                              | Baggage and mail room employees.       | 500                | May 3                 | Kansas City, Mo.   | Arbitration *.. | May 5                   |



|        |              |              |                                                                                                                                              |         |                                        |       |                            |                       |                           |                                              |
|--------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------|-------|----------------------------|-----------------------|---------------------------|----------------------------------------------|
| C-192  | Mar. 9       | -----do----- | The Order of Railroad Telegraphers with Denver & Rio Grande Western R. R. Co. and Rio Grande Southern R. R. Co.                              | 2,691   | Station, telegraph, and tower service. | 381   | Oct. 15                    | Denver, Colo.....     | Mediation.....            | <sup>6</sup> Jan. 28<br><sup>9</sup> Feb. 18 |
| C-194  | Mar. 14      | -----do----- | The Order of Railroad Telegraphers with Chicago Great Western R. R. Co.                                                                      | 1,500   | -----do-----                           | 403   | Sept. 11                   | Chicago, Ill. ....    | -----do-----              | Jan. 11                                      |
| C-195  | Mar. 14      | Joint.....   | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas & Pacific Ry. Co.                    | 1,953   | Clerical employees....                 | 1,700 | Sept. 26                   | Dallas, Tex.....      | Mediation....             | 1927<br>Oct. 7                               |
| CI-201 | Mar. 22      | Employees..  | Shop Crafts Protective League with Southern Pacific Co. (Pacific system).                                                                    | 8,929   | Shopmen.....                           | 1,500 | Aug. 8                     | San Francisco, Calif. | -----do-----              | Aug. 10                                      |
| C-202  | Mar. 23      | Joint.....   | The Order of Railroad Telegraphers with Nashville, Chattanooga & St. Louis Ry.                                                               | 1,260   | Station, telegraph, and tower service. | 401   | June 13                    | Nashville, Tenn...    | Withdrawn <sup>6</sup> .. | Dec. 3                                       |
| C-203  | -----do----- | Employees..  | Brotherhood of Maintenance of Way Employees with Great Northern Ry. Co.                                                                      | 8,164   | Maintenance of way employees.          | 6,700 | -----do-----               | St. Paul, Minn....    | Mediation....             | Oct. 26                                      |
| C-204  | Mar. 26      | Joint.....   | The Order of Railroad Telegraphers with Louisville & Nashville R. R. Co.                                                                     | 5,059   | Station, telegraph, and tower service. | 1,800 | Aug. 3                     | Louisville, Ky....    | Withdrawn <sup>6</sup> .. | Sept. 30                                     |
| C-205  | Mar. 28      | Employees..  | Brotherhood of Railroad Signalmen of America with Illinois Central system and Yazoo & Mississippi Valley Ry. Co.                             | 6,740   | Signalmen.....                         | 700   | <sup>1928</sup><br>Jan. 23 | Chicago, Ill. ....    | Mediation....             | <sup>1928</sup><br>Mar. 13                   |
| C-206  | -----do----- | -----do----- | Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen with Southern Pacific Lines in Texas and Louisiana. | 44      | Engine service.....                    | ----- | -----                      | Houston, Tex.....     | Withdrawn <sup>6</sup> .. | Mar. 5                                       |
| CI-207 | -----do----- | -----do----- | Order of Sleeping Car Conductors with the Pullman Co.                                                                                        | 126,907 | Sleeping-car conductors.               | 1     | -----                      | -----                 | Changed to GC-71.         | <sup>1927</sup><br>Oct. 18                   |
| CI-208 | -----do----- | -----do----- | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Florida East Coast Ry. Co.                 | 900     | Clerical employees....                 | 400   | Mar. 26                    | St. Augustine, Fla.   | Withdrawn <sup>6</sup> .. | <sup>1928</sup><br>Mar. 26                   |
| C-209  | Mar. 30      | Joint.....   | The Order of Railroad Telegraphers with Cincinnati, Indianapolis & Western R. R. Co.                                                         | 79      | Station, telegraph, and tower service. | 347   | <sup>1927</sup><br>Nov. 16 | Baltimore, Md....     | Mediation....             | <sup>1927</sup><br>Nov. 19                   |
| CI-210 | -----do----- | Employees..  | System Trades Council with New York, New Haven & Hartford R. R. Co.                                                                          | 1,912   | Bridge and building mechanics.         | 700   | July 25                    | New Haven, Conn.      | Withdrawn <sup>6</sup> .. | Oct. 13                                      |
| C-211  | Apr. 1       | Joint.....   | The Order of Railroad Telegraphers with Illinois Central system.                                                                             | 5,179   | Station, telegraph, and tower service. | 2,100 | <sup>1928</sup><br>Jan. 6  | Chicago, Ill. ....    | Mediation....             | <sup>1928</sup><br>Mar. 26                   |

<sup>1</sup> A mediation withdrawal agreement was signed by the parties, and witnessed by the mediator.

<sup>2</sup> This case was closed by arbitration agreement; however, before arbitrators were appointed, the parties composed their differences and withdraw the case.

<sup>3</sup> Withdrawn by the parties, after several mediation conferences had been conducted.

<sup>4</sup> While the questions submitted for mediation pertained to changes in rates and rules, it was found necessary to dispose of a question of representation before proceeding with questions presented. The representation question was settled by mediation agreement.

<sup>5</sup> Denver & Rio Grande Western.

<sup>6</sup> Rio Grande Southern.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-215    | 1927<br>Apr. 8 | Employees.. | Brotherhood of Railroad Signalmen of America with Oregon-Washington R. R. & Navigation Co.                                                              | 2, 237                       | Signalmen.....                         | 99                 | 1928                  |                    | Withdrawn <sup>4</sup> .. | 1927<br>July 6          |
| C-216    | Apr. 15        | Joint.....  | Brotherhood of Railroad Signalmen of America with Louisville & Nashville R. R. Co.                                                                      | 5, 059                       | .....do.....                           | 350                | 1927<br>July 22       | Louisville, Ky.... | Arbitration...            | Aug. 2                  |
| C-217    | Apr. 8         | Employees.. | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with St. Paul Union Depot Co.                              |                              | Clerical employees....                 | 300                | May 18                | St. Paul, Minn.... | Withdrawn <sup>6</sup> .. | 1928<br>May 29          |
| C-218    | Apr. 11        | Joint.....  | The Order of Railroad Telegraphers with Boston Terminal Co.                                                                                             |                              | Station, telegraph, and tower service. | 25                 | Aug. 23               | Boston, Mass....   | Withdrawn <sup>5</sup> .. | Apr. 9                  |
| C-219    | ....do....     | Employees.. | Brotherhood of Railroad Signalmen of America with Chicago, Milwaukee & St. Paul Ry. Co.                                                                 | 11, 206                      | Signalmen.....                         | 320                | Aug. 22               | Chicago, Ill.....  | Mediation....             | 1927<br>Dec. 6          |
| CI-222   | Apr. 14        | ....do....  | The Order of Railroad Telegraphers with Duluth & Iron Range R. R. Co.                                                                                   | 275                          | Station, telegraph, and tower service. | 31                 |                       |                    | Withdrawn <sup>6</sup> .. | Nov. 26                 |
| C-224    | Apr. 13        | ....do....  | Brotherhood of Railroad Signalmen of America with Chicago, Burlington & Quincy R. R. Co.                                                                | 9, 404                       | Signalmen.....                         | 275                | Nov. 21               | ....do....         | Mediation....             | Do.                     |
| C-225    | Apr. 15        | ....do....  | Brotherhood of Maintenance of Way Employees with Boston & Maine R. R.                                                                                   | 2, 085                       | Maintenance of way employees.          | 3, 179             | 1928<br>Jan. 16       | Boston, Mass....   | ....do....                | 1928<br>Jan. 20         |
| C-226    | Apr. 16        | ....do....  | Brotherhood of Maintenance of Way Employees with Illinois Central R. R. Co., and Yazoo & Mississippi Valley R. R. Co.                                   | 6, 740                       | ....do....                             | 15, 304            |                       |                    | Withdrawn <sup>4</sup> .. | 1927<br>Sept. 19        |
| C-227    | ....do....     | ....do....  | Brotherhood of Maintenance of Way Employees with Gulf & Ship Island R. R. Co., Alabama & Vicksburg Ry. Co., and Vicksburg, Shreveport & Pacific Ry. Co. | 308                          | ....do....                             | 1, 182             |                       |                    | ....do....                | Do.                     |

|        |              |              |                                                                                                                                                                       |        |                                 |       |                            |                       |                           |                            |
|--------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------------|-------|----------------------------|-----------------------|---------------------------|----------------------------|
| CI-228 | Apr. 18      | .....do..... | System Protective Association of Clerks, etc., with Great Northern Ry. Co.                                                                                            | 8,164  | Clerical and station employees. | 4,000 | <sup>1927</sup><br>May 20  | St. Paul, Minn....    | Withdrawn <sup>6</sup> .. | Sept. 11                   |
| C-230  | Apr. 23      | .....do..... | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Duluth, South Shore & Atlantic Ry. Co., and Mineral Range R. R. Co. | 649    | .....do.....                    | 275   | <sup>1928</sup><br>Jan. 30 | Duluth, Minn....      | Mediation....             | <sup>1928</sup><br>Mar. 5  |
| C-233  | Apr. 29      | .....do..... | Brotherhood of Maintenance of Way Employees with Chicago, Rock Island & Pacific R. R. Co. and Chicago, Rock Island & Gulf R. R. Co.                                   | 8,089  | Maintenance of way employees.   | 8,000 | <sup>1927</sup><br>Aug. 23 | Chicago, Ill.....     | .....do.....              | <sup>1927</sup><br>Nov. 7  |
| C-234  | Apr. 30      | .....do..... | Brotherhood of Railroad Station Employees with Boston & Maine R. R.                                                                                                   | 2,085  | Station employees....           | 933   | July 20                    | Boston, Mass....      | .....do.....              | Aug. 16                    |
| C-235  | May 3        | .....do..... | Marine Engineers' Beneficial Association with Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans.                                                           | -----  | Marine engineers.....           | 10    | Nov. 2                     | New Orleans, La....   | .....do.....              | <sup>1928</sup><br>June 26 |
| C-236  | .....do..... | .....do..... | Marine Engineers' Beneficial Association with Southern Pacific Lines in Texas and Louisiana.                                                                          | -----  | .....do.....                    | 12    | .....do.....               | .....do.....          | .....do.....              | June 23                    |
| C-237  | .....do..... | .....do..... | Marine Engineers' Beneficial Association with New Orleans, Texas & Mexico Ry. Co.                                                                                     | -----  | .....do.....                    | 7     | Dec. 21                    | .....do.....          | .....do.....              | June 28                    |
| C-240  | May 9        | .....do..... | American Train Dispatchers Association with Midland Valley R. R. Co.                                                                                                  | 365    | Train dispatchers....           | 6     | <sup>1928</sup><br>Mar. 5  | Muskogee, Okla...     | Withdrawn <sup>6</sup> .. | Mar 8                      |
| CI-243 | May 17       | .....do..... | Shop Crafts' Protective League with Southern Pacific Co. (Pacific system).                                                                                            | 8,929  | Shopmen.....                    | 1     | <sup>1927</sup><br>Aug. 10 | San Francisco, Calif. | Mediation....             | <sup>1927</sup><br>Aug. 12 |
| C-245  | May 21       | .....do..... | Brotherhood of Railroad Signalmen of America with Southern Pacific Co. (Pacific system).                                                                              | 8,929  | Signalmen.....                  | 50    | Aug. 23                    | .....do.....          | Withdrawn <sup>6</sup> .. | Aug. 30                    |
| C-246  | May 25       | .....do..... | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Chicago, Milwaukee & St. Paul Ry. Co.                              | 11,206 | Clerical employees....          | 7,000 | Dec. 7                     | Chicago, Ill.....     | Mediation....             | <sup>1928</sup><br>Apr. 7  |

<sup>3</sup> A mediation withdrawal agreement was signed by the parties, and witnessed by the mediator.

<sup>4</sup> Withdrawn by the parties prior to commencement of mediation proceedings.

<sup>5</sup> This case was closed by arbitration agreement; however, before arbitrators were appointed, the parties composed their differences and withdrew the case.

<sup>6</sup> Withdrawn by the parties, after several mediation conferences had been conducted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-247    | 1927<br>May 27 | Joint..... | Brotherhood of Locomotive Engineers with the Baltimore & Ohio R. R. Co. (Cincinnati, Indianapolis & Western R. R. Co.), Buffalo, Rochester & Pittsburgh Ry. Co., Central R. R. Co. of New Jersey, Chicago, Indianapolis & Louisville Ry. Co., Delaware, Lackawanna & Western R. R. Co., Erie R. R. 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., Monongahela Ry. Co., New York Central lines (New York Central—Buffalo and east, west of Buffalo, Ohio Central lines—Boston & Albany R. R. Co., Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Cincinnati Northern R. R. Co., Evansville, Indianapolis & Terre Haute Ry. Co., Peoria & Eastern Ry. Co., Indiana Harbor Belt R. R., Chicago River & Indiana R. R. Co., Chicago Junction Ry., Michigan Central R. R. Co., Pittsburgh & Lake Erie R. R. Co., Lake Erie & Eastern R. R. Co., Louisville & Jeffersonville Bridge & R. R. Co.), New York, Chicago & St. Louis R. R. New York, New Haven & Hartford R. R. Co. (Central New England Ry. Co.), Pennsylvania R. R. Co. (excluding Ohio River & Western R. R. and Waynesburg & Washington R. R.), Pittsburgh & West Virginia Railway Co. and West Side Belt, Reading Co. (Atlantic City R. R. Co., Catasqua & Fogelsville R. R., Gettysburg & Harrisburg Ry. Co., Northeast | 41, 261                      | Locomotive engineers. | 30, 090            | 1927<br>July 27       | New York, N. Y. | Mediation .... | 1927<br>Aug. 3          |

|       |              |              |                                                                                                                                                                                                                                                                                                                                                                    |        |                                        |        |                            |                     |                              |                            |
|-------|--------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------|--------|----------------------------|---------------------|------------------------------|----------------------------|
|       |              |              | Pennsylvania R. R. Co., Perkiomen R. R. Co., Philadelphia & Chester Valley R. R. Co., Philadelphia, Newtown & New York R. R. Co., Pickering Valley R. R. Co., Port Reading R. R. Co., Stony Creek R. R. Co., Williams Valley R. R. Co., Reading & Columbia R. R. Co., Rutland R. R. Co., Staten Island Rapid Transit Ry. Co., Washington Terminal Co.              |        |                                        |        |                            |                     |                              |                            |
| C-249 | May 31       | Joint.....   | The Order of Railroad Telegraphers with Wabash Ry. Co.                                                                                                                                                                                                                                                                                                             | 2,522  | Station, telegraph, and tower service. | 676    | Sept. 29                   | St. Louis, Mo.....  | Mediation....                | Oct. 8                     |
| C-251 | June 8       | Employees..  | Railway employees' department, American Federation of Labor (federated shop drafts) with Chesapeake & Ohio Ry. Co.                                                                                                                                                                                                                                                 | 2,650  | Shopmen.....                           | 8,000  | July 14                    | Richmond, Va.....   | Arbitration...               | Nov. 17                    |
| C-252 | June 13      | -----do----- | Brotherhood of Maintenance of Way Employees with Chicago, Milwaukee & St. Paul Ry. Co.                                                                                                                                                                                                                                                                             | 11,206 | Maintenance of way employees.          | 14,603 | -----                      | Chicago, Ill.....   | Withdrawn <sup>8</sup> ..    | <sup>1928</sup><br>Feb. 20 |
| C-253 | -----do----- | -----do----- | Brotherhood of Maintenance of Way Employees with Boston & Albany R. R.                                                                                                                                                                                                                                                                                             | 394    | -----do-----                           | 312    | Dec. 15                    | Boston, Mass.....   | Withdrawn <sup>8</sup> ..    | <sup>1927</sup><br>Dec. 19 |
| C-254 | -----do----- | -----do----- | Brotherhood of Maintenance of Way Employees with Delaware, Lackawanna & Western R. R. Co.                                                                                                                                                                                                                                                                          | 993    | -----do-----                           | 3,000  | July 22                    | New York, N. Y..... | -----do-----                 | <sup>1928</sup><br>Feb. 6  |
| C-255 | June 15      | -----do----- | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Richmond, Fredericksburg & Potomac R. R. Co.                                                                                                                                                                                                                     | 118    | Clerical employees....                 | 895    | July 8                     | Richmond, Va.....   | Mediation....                | <sup>1927</sup><br>July 15 |
| C-256 | June 18      | Joint.....   | The Order of Railroad Telegraphers with New York Central Railroad Co. (east and west of Buffalo, and Ohio Central lines), Michigan Central R. R. Co., Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Peoria & Eastern Ry. Co., Cincinnati Northern R. R. Co., Evansville, Indianapolis & Terre Haute R. R. Co., Louisville, Jeffersonville Bridge & R. R. Co. | 10,534 | Station, telegraph, and tower service. | 5,000  | <sup>1928</sup><br>Jan. 3  | New York, N. Y..... | Arbitration <sup>10</sup> .. | <sup>1928</sup><br>Feb. 16 |
| C-257 | June 20      | Employees..  | The Order of Railroad Telegraphers with Chicago, Milwaukee & St. Paul Ry. Co.                                                                                                                                                                                                                                                                                      | 11,206 | -----do-----                           | 2,200  | <sup>1927</sup><br>Nov. 10 | Chicago, Ill.....   | Mediation....                | <sup>1927</sup><br>Dec. 5  |
| C-258 | June 22      | -----do----- | Brotherhood of Maintenance of Way Employees with Denver & Rio Grande Western R. R. Co. and Rio Grande Southern Ry. Co.                                                                                                                                                                                                                                             | 2,593  | Maintenance of way employees.          | 3,200  | <sup>1928</sup><br>Mar. 1  | Denver, Colo.....   | -----do-----                 | <sup>1928</sup><br>Apr. 28 |

<sup>8</sup> A mediation withdrawal agreement was signed by the parties, and witnessed by the mediator.

<sup>9</sup> Withdrawn by the parties, after several mediation conferences had been conducted.

<sup>10</sup> Of the 17 rules changes submitted to mediation, 11 were disposed of by mediation withdrawal agreement, and 6 were submitted to arbitration.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-259    | 1927<br>June 30 | Employees.. | The Order of Railroad Telegraphers with Chicago, Rock Island & Pacific R. R. Co. and Chicago, Rock Island & Gulf R.R. Co.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 8,089                        | Station, telegraph, and tower service. | 1,712              | 1927<br>Dec. 21       | Chicago, Ill. ....    | Mediation...               | 1928<br>Jan. 9          |
| C-261    | do.             | do.         | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Fort Worth & Denver City Ry. Co. and Wichita Valley Ry. Co.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 726                          | Clerical employees...                  | 492                | Nov. 7                | Fort Worth, Tex..     | do.                        | 1927<br>Dec. 6          |
| C-262    | Apr. 30         | do.         | Yard patrolmen (unorganized) with Nashville Terminal Co.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -----                        | Yard patrolmen.....                    | 14                 | 1928<br>Mar. 30       | Nashville, Tenn...    | Withdrawn <sup>1</sup> ... | 1928<br>Mar. 30         |
| CI-263   | July 18         | do.         | Shop Crafts' Protective League with Southern Pacific Co. (Pacific system).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8,929                        | Shopmen.....                           | 100                | 1927<br>Sept. 27      | San Francisco, Calif. | do.                        | 1927<br>Sept. 28        |
| C-266    | July 9          | Joint.....  | Brotherhood of Locomotive Firemen and Enginemen with Atchison, Topeka & Santa Fe Ry. Co. (including eastern, western, and coast lines and Sunset Ry.) (Gulf, Colorado & Santa Fe Ry. Co., Pan Handle & Santa Fe Ry. Co.), Baltimore & Ohio Chicago Terminal R. R., Belt Ry. Co. of Chicago, Chicago & Eastern Illinois Ry. Co., Chicago & North Western Ry. Co., Chicago & Western Indiana R. R. Co., Chicago, Burlington & Quincy R. R. Co., Chicago Great Western R. R. Co., Chicago, Milwaukee & St. Paul Ry. (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 | 139,278                      | Firemen and hostlers.                  | 55,000             | 1927<br>July 11       | Chicago, Ill. ....    | Arbitration...             | 1927<br>Aug. 6          |

R. R. Co., Des Moines Union Ry. Co., Fort Worth & Denver City Ry. Co. (Wichita Valley Ry. Co.), Great Northern Ry. Co., Gulf Coast Lines (St. Louis, Brownsville & Mexican Ry. Co., Orange & Northwestern R. R. Co.), Houston Belt & Terminal Ry. Co., Illinois Central Railroad Co. (Yazoo & Mississippi Valley Railroad Co., including Alabama & Vicksburg Ry. and Vicksburg, Shreveport & Pacific Ry.), International-Great Northern R. R. Co. (San Antonio, Uvalde & Gulf R. R. Co.), The Kansas City Southern Railway Co. (Texarkana & Fort Smith Ry. Co.), Kansas City Terminal Ry. Co., Minneapolis, St. Paul & Sault Ste. Marie Ry. (Duluth, South Shore & Atlantic Ry., Mineral Range R. R.), Minnesota & International Ry. Co. (Big Fork & International Falls Ry. Co.), 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 Railway & Depot Co., Rio Grande Southern R. R. Co., St. Joseph Belt Ry. Co., St. Paul Bridge & Terminal Ry., St. Louis-San Francisco Ry. Co. (St. Louis, San Francisco & Texas Ry. Co., Paris & Great Northern R. R. Co., Fort Worth & Rio Grande Ry. Co., Brownwood North & South R. R. Co., Birmingham Belt R. R. Co.), St. Louis Southwestern Ry. Co. (St. Louis Southwestern Ry. Co. of Texas, leased, operated and independent lines), Sioux City Terminal Ry. Co., Southern Pacific Co. (Pacific system), Southern Pacific lines in Texas and Louisiana (Houston & Texas Central R. R. Co., Galveston, Harrisburg & San Antonio Ry. Co., Texas & New Orleans R. R. Co., Louisiana Western R. R. Co., Morgan's Louisiana & Texas R. R. & S. S. Co., Iberia & Vermilion R. R. Co., Houston East & West Texas Ry. Co., Houston & Shreveport 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

\* A mediation withdrawal agreement was signed by the parties, and witnessed by the mediator.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-266    | 1927          | -----       | Brotherhood of Locomotive Firemen, etc.—Continued.<br>Ry., St. Louis Transfer R. R.), Texas & Pacific Ry. Co. (Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans), Trinity & Brazos Valley Ry. Co., Union Pacific system (Union Pacific R. R. Co., Oregon Short Line R. R. Co., Oregon-Washington R. R. & Navigation Co., Los Angeles & Salt Lake R. R. Co., St. Joseph & Grand Island Ry. Co.), Union Stock Yards Co. of Omaha (Ltd.), Wabash Ry. Co., Western Pacific R. R. Co. |                              |                               |                    |                       |                     |                           |                         |
| C-267    | July 22       | Employees.. | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Mobile & Ohio R. R. Co., Meridian Terminal Co., and Gulf Terminal Co.                                                                                                                                                                                                                                                                                                                     | 1, 161                       | Clerical employees....        | 1, 120             | 1927<br>Oct. 3        | St. Louis, Mo....   | Mediation....             | 1927<br>Oct. 11         |
| C-268    | July 26       | ....do..... | Brotherhood of Maintenance of Way Employees with Northern Pacific Ry. Co.                                                                                                                                                                                                                                                                                                                                                                                                                    | 6, 635                       | Maintenance of way employees. | 7, 000             | Dec. 10               | St. Paul, Minn....  | ....do.....               | Dec. 22                 |
| C-269    | July 25       | ....do..... | Brotherhood of Maintenance of Way Employees with Midland Valley R. R. Co.                                                                                                                                                                                                                                                                                                                                                                                                                    | 365                          | ....do.....                   | 352                | 1928<br>Mar. 8        | Muskogee, Okla....  | ....do.....               | 1928<br>Apr. 21         |
| C-270    | ....do.....   | ....do..... | Brotherhood of Maintenance of Way Employees with Kansas, Oklahoma & Gulf R. R. Co.                                                                                                                                                                                                                                                                                                                                                                                                           | 320                          | ....do.....                   | 100                | ....do.....           | ....do.....         | ....do.....               | Do.                     |
| C-271    | July 28       | Joint.....  | Brotherhood of Maintenance of Way Employees with Central of Georgia R. R. Co.                                                                                                                                                                                                                                                                                                                                                                                                                | 1, 912                       | ....do.....                   | 2, 100             | Jan. 26               | Savannah, Ga....    | Withdrawn <sup>1</sup> .. | Mar. 5                  |
| C-273    | Aug. 11       | Employees.. | Florida East Coast Association of Locomotive Firemen with Florida East Coast Ry. Co.                                                                                                                                                                                                                                                                                                                                                                                                         | 900                          | Colored firemen.....          | 327                | Mar. 23               | St. Augustine, Fla. | Withdrawn <sup>1</sup> .. | Mar. 27                 |
| C-275    | Aug. 17       | Joint.....  | Brotherhood of Locomotive Engineers with Atlantic Coast Line R. R. Co., Central of Georgia Ry. Co., Charleston & Western Carolina Ry. Co., Chesapeake & Ohio Ry. Co., Clinchfield R. R. Co., Florida East Coast Ry. Co., Georgia R. R., Louisville                                                                                                                                                                                                                                           | 23, 127                      | Locomotive engineers          | 5, 900             | 1927<br>Aug. 17       | Washington, D. C.   | Arbitration ...           | 1927<br>Sept. 2         |



|        |          |              |                                                                                                                                                                                                                                                                                                     |        |                                        |         |                 |                       |                                   |
|--------|----------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------|---------|-----------------|-----------------------|-----------------------------------|
|        |          |              | & Nashville R. R. Co., Louisville, Henderson & St. Louis Ry. Co., Nashville, Chattanooga & St. Louis Ry., Norfolk Southern R. R. Co. (steam service only), Norfolk & Western Ry. Co., Richmond, Fredericksburg & Potomac R. R. Co., Winston-Salem Southbound Ry. Co., and Jacksonville Terminal Co. |        |                                        |         |                 |                       |                                   |
| C-277  | Aug. 19  | Employees..  | Brotherhood of Maintenance of Way Employees with Oklahoma City-Ada-Atoka R. R. Co.                                                                                                                                                                                                                  | 138    | Maintenance of way employees.          | 136     | 1928<br>Feb. 20 | Oklahoma City, Okla.  | Mediation.... 1928<br>Feb. 25     |
| C-278  | Aug. 17  | Joint.....   | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with St. Louis-San Francisco Ry. Co.                                                                                                                                                                   | 4, 902 | Clerical employees....                 | 5, 000  | 1927<br>Oct. 14 | St. Louis, Mo.....    | Arbitration ... 1927<br>Oct. 29   |
| C-279  | Aug. 22  | do.....      | The Order of Railroad Telegraphers with St. Louis-San Francisco Ry. Co.                                                                                                                                                                                                                             | 4, 902 | Station, telegraph, and tower service. | 1, 275  | Oct. 10         | do.....               | Mediation.... 1928<br>May 14      |
| C-281  | Aug. 25  | Employees..  | Brotherhood on Maintenance of Way Employees with Norfolk & Western Ry. Co.                                                                                                                                                                                                                          | 2, 240 | Maintenance-of-way employees.          | 7, 200  | 1927<br>Oct. 26 | Roanoke, Va.....      | Mediation.... 1927<br>Nov. 17     |
| C-282  | Aug. 26  | do.....      | Order of Knights of Labor with Boston & Maine R. R.                                                                                                                                                                                                                                                 | 2, 085 | Shop laborers.....                     | 856     | 1928<br>Jan. 16 | Boston, Mass.....     | do..... 1928<br>Jan. 25           |
| C-284  | Sept. 6  | do.....      | Shop Crafts' Protective League with Southern Pacific Co. (Pacific system).                                                                                                                                                                                                                          | 8, 929 | Shopmen.....                           | 12, 000 | 1927<br>Dec. 29 | San Francisco, Calif. | do..... 1927<br>Mar. 21           |
| C-285  | do.....  | do.....      | do.....                                                                                                                                                                                                                                                                                             | 8, 929 | Power-house employees.                 | 151     | 1928<br>Apr. 23 | do.....               | do..... 1928<br>May 3             |
| C-288  | Oct. 27  | do.....      | Brotherhood of Railroad Signalmen of America with New York, New Haven & Hartford R. R. Co.                                                                                                                                                                                                          | 2, 149 | Signalmen.....                         | 706     | 1927<br>Dec. 12 | New Haven, Conn.      | do..... 1927<br>Dec. 13           |
| C-289  | Sept. 24 | Carrier..... | Norfolk & Western Ry. Co. with Brotherhood of Maintenance of Way Employees.                                                                                                                                                                                                                         | 2, 240 | Maintenance-of-way employees.          | 7, 200  | Oct. 26         | Roanoke, Va.....      | Withdrawn <sup>6</sup> .. Nov. 17 |
| CI-292 | Oct. 28  | Employees..  | Brotherhood of Maintenance of Way Employees with Chicago, Burlington & Quincy R. R. Co.                                                                                                                                                                                                             | 9, 392 | Trackmen.....                          | 2, 800  | Nov. 17         | Chicago, Ill.....     | Mediation.... Dec. 8              |
| CI-295 | Nov. 14  | do.....      | Marine Firemen, Oilers and Water Tenders' Union of the Atlantic and Gulf with Chesapeake & Ohio Ry. Co.                                                                                                                                                                                             |        | Marine employees.....                  | 50      | 1928<br>May 11  | Richmond, Va.....     | do..... 1928<br>May 14            |
| CI-303 | Dec. 12  | do.....      | Brotherhood of Railroad Signalmen of America with Chicago, Indianapolis & Louisville Ry. Co.                                                                                                                                                                                                        | 650    | Signalmen.....                         | 40      | Mar. 12         | Chicago, Ill.....     | Withdrawn <sup>6</sup> .. May 1   |

<sup>6</sup> Withdrawn by the parties, after several mediation conferences had been conducted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-304    | 1927<br>Dec. 22 | Employees... | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, St. Paul, Minneapolis & Omaha R. R. Co.                                                                                                                           | 1,749                        | Clerical employees....                 | 1,500              | 1928<br>Jan. 31       | Chicago, Ill.....   | Withdrawn <sup>6</sup> .. | 1928<br>June 7          |
| C-305    | do.....         | do.....      | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Wheeling & Lake Erie Ry. Co.                                                                                                                                               | 512                          | do.....                                | 765                | June 18               | Cleveland, Ohio.... | do. <sup>6</sup> .....    | June 25                 |
| C-306    | Dec. 27         | do.....      | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Union Pacific R. R. Co., St. Joseph & Grand Island R. R. Co., Oregon Short Line R. R. Co., Oregon-Washington R. R. & Navigation Co., and Los Angeles & Salt Lake R. R. Co. | 9,677                        | do.....                                | 1,850              | Apr. 2                | Omaha, Nebr.....    | do. <sup>6</sup> .....    | June 1                  |
| C-307    | do.....         | do.....      | Brotherhood of Railroad Signalmen of America with Nashville, Chattanooga & St. Louis Ry., and Nashville Terminal Co.                                                                                                                                                         | 1,260                        | Signalmen.....                         | 77                 | Mar. 29               | Nashville, Tenn..   | Arbitration...            | Mar. 29                 |
| C-310    | 1928<br>Jan. 17 | do.....      | The Order of Railroad Telegraphers with Colorado & Southern Ry. Co.                                                                                                                                                                                                          | 1,054                        | Station, telegraph, and tower service. | 135                | Feb. 1                | Denver, Colo.....   | Mediation....             | Feb. 16                 |
| C-311    | Jan. 18         | Joint.....   | Brotherhood of Locomotive Engineers with Boston & Maine R. R.                                                                                                                                                                                                                | 2,085                        | Locomotive engineers.                  | 1,500              | Jan. 21               | Boston, Mass.....   | do.....                   | Feb. 4                  |
| C-315    | Feb. 1          | Employees... | The Order of Railroad Telegraphers with Texas & Pacific Ry. Co.                                                                                                                                                                                                              | 1,953                        | Station, telegraph, and tower service. | 560                | Mar. 26               | Dallas, Tex.....    | do.....                   | Apr. 7                  |
| CI-320   | 1928<br>Dec. 13 | do.....      | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Trunk Line Association and Trunk Line Weighing and Inspection Bureau.                                                                                                     | -----                        | Clerical.....                          | 266                | Feb. 17               | New York, N. Y..    | Withdrawn <sup>6</sup> .. | May 29                  |
| C-325    | 1928<br>Feb. 23 | Joint.....   | The Order of Railroad Telegraphers with Ann Arbor R. R. Co.                                                                                                                                                                                                                  | 292                          | Station, telegraph, and tower service. | 69                 | May 26                | Ann Arbor, Mich.    | Mediation....             | May 31                  |

|        |         |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |                                        |        |         |                     |                           |         |
|--------|---------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------|--------|---------|---------------------|---------------------------|---------|
| CI-329 | Mar. 6  | Carrier----- | St. Louis-San Francisco R. R. Co. with Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 4,902   | Train and engine service.              | 4,500  | Mar. 7  | St. Louis, Mo.----- | Mediation....             | Mar. 14 |
| C-330  | Mar. 7  | Employees--  | Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & Eastern Illinois Ry. Co.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1,067   | Clerical employees----                 | 1,206  | Mar. 14 | Chicago, Ill.-----  | Withdrawn <sup>3</sup> .. | Do.     |
| C-332  | Mar. 8  | Joint-----   | Brotherhood of Railroad Signalmen of America with New York, Chicago & St. Louis R. R. Co.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1,696   | Signalmen-----                         | 115    | June 7  | Cleveland, Ohio...  | Mediation....             | June 15 |
| C-333  | Mar. 9  | Employees--  | The Order of Railroad Telegraphers with St. Louis-Southwestern Ry. Co., and St. Louis-Southwestern Ry. Co. of Texas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1,748   | Station, telegraph, and tower service. | -----  | -----   | St. Louis, Mo.----- | Withdrawn <sup>4</sup> .. | Apr. 30 |
| C-334  | Mar. 12 | do.-----     | The Order of Railroad Telegraphers with Midland Valley R. R. Co., and Kansas, Oklahoma & Gulf R. R. Co.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 685     | do.-----                               | 70     | Apr. 13 | Muskogee, Okla..    | Arbitration...            | Apr. 26 |
| C-351  | May 5   | do.-----     | Railway Employees' Department, A. F. of L. (Federated Shop Crafts) with New York Central R. R. Co., and Grand Central Terminal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5,732   | Shopmen-----                           | 18,800 | June 6  | New York, N. Y.---  | do.-----                  | June 19 |
| C-354  | May 16  | Joint-----   | Brotherhood of Locomotive Engineers with the Atchison, Topeka & Santa Fe Ry. Co. (including eastern, western and coast lines) Gulf, Colorado & Santa Fe Ry. Co., Pan Handle & Santa Fe Ry. Co., Baltimore & Ohio Chicago Terminal R. R., Belt Ry. Co. of Chicago, Chicago & Eastern Illinois Ry. Co., 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 & Pacific R. R. 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., Denver & Rio Grande Western R. R. Co., Des Moines Union Ry. Co., Duluth, South Shore & Atlantic Ry. Co. (Mineral Range R. R. Co.), Fort Worth & Denver City Ry. Co. (Wichita Valley Ry. Co.), Great Northern Ry. sys- | 139,000 | Locomotive engineers.                  | 25,000 | May 18  | Chicago, Ill.-----  | Withdrawn (5)             | Do.     |

<sup>3</sup> A mediation withdrawal agreement was signed by the parties, and witnessed by the mediator.

<sup>4</sup> Withdrawn by the parties prior to commencement of mediation proceedings.

<sup>5</sup> Withdrawn by the parties, after several mediation conferences had been conducted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1927, to June 30, 1928—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-354    | 1928<br>May 16 | Joint..... | Brotherhood of Locomotive Engineers with the Atchison, Topeka & Santa Fe Ry. Co., etc.—Continued.<br>tern, 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. Co., Minnesota & International Ry. Co. (Big Fork & International Falls Ry. Co.), 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 Railway & Depot Co., Rio Grande Southern R. R. Co., St. Joseph Belt Ry. 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., Birmingham Belt R. R.), St. Louis Southwestern Ry. Co. (St. Louis Southwestern Ry. Co. of Texas; Dallas Terminal Ry. & Union Depot Co.), St. Paul Bridge & Terminal Ry. Co., Sioux City Terminal Ry. Co., Southern Pacific Co. (Pacific system), Southern Pacific Lines in Texas and Louisiana (Houston & Texas Central R. R. Co., Galveston, Harrisburg & San Antonio Ry. Co., Texas | 139,000                      | Locomotive engineers. | 25,000             | 1928<br>May 18        | Chicago, Ill..... | Withdrawn (5) | 1928<br>June 19         |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| & New Orleans R. R. Co., Louisiana<br>Western R. R. Co., Morgan's Louisiana<br>& Texas Railroad & Steamship Co., Iberia<br>& Vermilion R. R. Co., Houston East &<br>West Texas Ry. Co., Houston & Shreve-<br>port R. R. Co., Texas Midland R. R.),<br>South Omaha Terminal Ry. Co., Spokane,<br>Portland & Seattle Ry. Co. (Oregon Trunk<br>Ry., Oregon Electric Ry. Co., United Rys.<br>Co.), Terminal R. R. Association of St.<br>Louis (St. Louis Merchants Bridge Ter-<br>minal Co., East St. Louis Connecting Ry.,<br>St. Louis Transfer R. R.), Texas & Pacific<br>Ry. Co. (Texas Pacific-Missouri Pacific<br>Terminal R. R. of New Orleans), Trinity<br>& Brazos Valley Ry. Co., Union Pacific<br>system (Union Pacific R. R. Co., Oregon<br>Short Line R. R. Co., Oregon-Washington<br>Railroad & Navigation Co., Los Angeles<br>& Salt Lakes R. R. Co., St. Joseph &<br>Grand Island Ry. Co.), Wabash Ry. Co.,<br>and Western Pacific R. R. Co. |  |  |  |  |  |  |  |
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TABLE 2.—Arbitrations under the railway labor act July 1, 1927, to June 30, 1928

| Case No. | Parties to arbitration                                                                                                                    |                | Date of arbitration agreement | Arbitrators                                                                               |                     | Hearings by arbitration board |                | Date of award   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------|-------------------------------------------------------------------------------------------|---------------------|-------------------------------|----------------|-----------------|
|          | Carrier                                                                                                                                   | Employees      |                               | Name and occupation                                                                       | Chosen by—          | Date of first hearing         | Place          |                 |
| 1 C-32   | Southern Pacific Co. (Pacific system), Atchison, Topeka & Santa Fe coast lines, Northwestern Pacific R. R. Co., Western Pacific R. R. Co. | Ferry boatmen. | 1927<br>Jan. 7                | C. D. Marx, civil engineer.                                                               | Board of Mediation. | 1927<br>July 6                | San Francisco. | 1927<br>Oct. 31 |
|          |                                                                                                                                           |                |                               | W. R. K. Young, business man.                                                             | Do.                 |                               |                |                 |
|          |                                                                                                                                           |                |                               | Dr. Louis Block, chief examiner-statistician California State Bureau of Labor Statistics. | Employees.          |                               |                |                 |
|          |                                                                                                                                           |                |                               | James L. Dunn, chief marine engineer, Solano, Calif.                                      | Do.                 |                               |                |                 |
|          |                                                                                                                                           |                |                               | F. L. Burckhalter, assistant general manager Southern Pacific Co.                         | Carrier.            |                               |                |                 |
|          |                                                                                                                                           |                |                               | J. A. Christie, superintendent Atchison, Topeka & Santa Fe, coast lines.                  | Do.                 |                               |                |                 |
| 1 C-40   | Illinois Central R. R. Co., Yazoo & Mississippi Valley R. R. Co.                                                                          | Clerks.        | Jan. 31                       | Arthur M. Millard, president Masonic Bureau of Service and Employment.                    | Board of Mediation. | July 11                       | Chicago.       | Aug. 23         |
|          |                                                                                                                                           |                |                               | William Rogers Clay, chief justice court of appeals, Kentucky.                            | Do.                 |                               |                |                 |
|          |                                                                                                                                           |                |                               | G. J. Bunting, vice president Illinois Central R. R. Co.                                  | Carrier.            |                               |                |                 |
|          |                                                                                                                                           |                |                               | Edward C. Craig, general attorney Illinois Central R. R. Co.                              | Do.                 |                               |                |                 |
|          |                                                                                                                                           |                |                               | Phil E. Ziegler, editor and business manager The Railway Clerk.                           | Employees.          |                               |                |                 |
|          |                                                                                                                                           |                |                               | Richard P. Dee, vice president Brotherhood of Railway and Steamship Clerks, etc.          | Do.                 |                               |                |                 |
| 1 C-42   | Chicago & North Western Ry. Co.                                                                                                           | do.            | Mar. 21                       | Victor S. Clark, editor The Living Age.                                                   | Board of Mediation. | Sept. 8                       | Do.            | Nov. 4          |
|          |                                                                                                                                           |                |                               | Ralph E. Heilman, dean Northwestern University.                                           | Do.                 |                               |                |                 |
|          |                                                                                                                                           |                |                               | George W. Eastey, vice president Brotherhood of Railway and Steamship Clerks, etc.        | Employees.          |                               |                |                 |
|          |                                                                                                                                           |                |                               | George M. Harrison, vice president Brotherhood of Railway and Steamship Clerks, etc.      | Do.                 |                               |                |                 |
|          |                                                                                                                                           |                |                               | William Walliser, vice president Chicago & North Western Ry. Co.                          | Carrier.            |                               |                |                 |
|          |                                                                                                                                           |                |                               | C. H. Westbrook, assistant auditor, Chicago & North Western Ry. Co.                       | Do.                 |                               |                |                 |

|                    |                                                                                                                                                                                                                                                                                                                               |                     |         |                                                                                                                                                                                                                                                                                                                                                                                        |                                                                    |                 |                 |                  |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------|-----------------|------------------|
| <sup>1</sup> C-44  | Chicago & North Western Ry. Co.....                                                                                                                                                                                                                                                                                           | Maintenance of way. | Mar. 23 | Homer B. Dibell, associate justice Supreme Court of Minnesota.<br>E. C. Davies, educator, Northwestern University.<br>William Walliser, vice president Chicago & North Western Ry. Co.<br>C. H. Westbrook, assistant auditor Chicago & North Western Ry. Co.<br>J. J. Farnan, attorney at law.....<br>E. E. Milliman, secretary-treasurer Brotherhood of Maintenance of Way Employees. | Board of Mediation.<br>Do.<br>Carrier.<br>Do.<br>Employees.<br>Do. | July 8          | Chicago.....    | Aug. 15          |
| <sup>1</sup> C-74  | Southern Ry. Co. (Cincinnati, New Orleans & Texas Pacific Ry. Co., Alabama Great Southern R. R., New Orleans & Northeastern R. R., New Orleans Terminal Co., Georgia Southern & Florida Ry., St. John's River Terminal Co., Harriman & Northeastern R. R., Cincinnati, Burnside & Cumberland River Ry., Northern Alabama Ry.) | Clerks.....         | Jan. 27 | Walter C. Clephane, attorney, Washington, D. C.<br>A. H. Plant, assistant to president Southern Ry. Co.<br>C. R. Briceland, vice president Brotherhood of Railway and Steamship Clerks, etc.                                                                                                                                                                                           | Board of Mediation.<br>Carrier.<br>Employees.                      | July 5          | Washington....  | July 14          |
| <sup>1</sup> C-159 | Wabash Ry. Co.....                                                                                                                                                                                                                                                                                                            | do.....             | Mar. 4  | Fred L. Williams, attorney at law.....<br>S. E. Cotter, vice president Wabash Ry.<br>George M. Harrison, vice president Brotherhood of Railway and Steamship Clerks, etc.                                                                                                                                                                                                              | Board of Mediation.<br>Carrier.<br>Employees.                      | July 7          | St. Louis.....  | Aug. 17          |
| C-164              | The Baltimore & Ohio R. R. Co.....                                                                                                                                                                                                                                                                                            | Telegraphers....    | July 16 | F. H. Kreismann, former mayor St. Louis, Mo.<br>E. W. Scheer, general manager Baltimore & Ohio R. R. Co.<br>J. F. Miller, member board of directors, Order of Railroad Telegraphers.                                                                                                                                                                                                   | Board of Mediation.<br>Carrier.<br>Employees.                      | 1928<br>May 1   | Baltimore.....  | 1928<br>June 6   |
| C-166              | Louisville & Nashville R. R. Co.....                                                                                                                                                                                                                                                                                          | Train dispatchers.  | May 4   | M. Frank Cahalan, attorney at law.....<br>O. H. Braese, vice president American Train Dispatchers Association.<br>R. C. Morrison, superintendent Louisville & Nashville R. R. Co.                                                                                                                                                                                                      | Board of Mediation.<br>Employees.<br>Carrier.                      | 1927<br>Sept. 1 | Louisville..... | 1927<br>Sept. 23 |
| C-172              | Washington Terminal Co.....                                                                                                                                                                                                                                                                                                   | Telegraphers....    | July 1  | Leslie M. Shaw, Washington, D. C.....<br>F. E. Blaser, assistant to vice president Baltimore & Ohio R. R. Co.<br>B. C. Lewis, vice president Order of Railroad Telegraphers.                                                                                                                                                                                                           | Board of Mediation.<br>Carrier.<br>Employees.                      | Sept. 15        | Washington....  | Oct. 1           |

<sup>1</sup> Arbitration agreement signed during fiscal year ended June 30, 1927, but arbitration award issued during fiscal year ended June 30, 1928.

TABLE 2.—Arbitrations under the railway labor act, July 1, 1927 to June 30, 1928—Continued

| Case No.                                 | Parties to arbitration           |                                                                                      | Date of arbitration agreement | Arbitrators                                                                                                                                                                                            |                                                    | Hearings by arbitration board |                | Date of award    |
|------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------|----------------|------------------|
|                                          | Carrier                          | Employees                                                                            |                               | Name and occupation                                                                                                                                                                                    | Chosen by—                                         | Date of first hearing         | Place          |                  |
| C-175                                    | Great Northern Ry. Co.....       | Clerks.....                                                                          | 1927<br>Jly 1                 | John F. D. Meighen, Albert Lee, Minn....<br>J. H. Sylvester, vice president Brotherhood of Railway and Steamship Clerks, etc.<br>J. A. Cochrane, assistant to vice president Great Northern Ry. Co.    | Board of Mediation.<br>Employees.<br>Carrier.      | 1928<br>Jan. 23               | St. Paul.....  | 1928<br>Apr. 4   |
| C-178                                    | Grand Central Terminal.....      | Telegraphers.....                                                                    | Sept. 22                      | Col. Walter C. Clephane, attorney, Washington, D. C.<br>L. P. Clifton, vice president Order of Railroad Telegraphers.<br>Daniel W. Dinan, general manager New York Central R. R. Co.                   | Board of Mediation.<br>Employees.<br>Carrier.      | Mar. 1                        | New York....   | Mar. 9           |
| C-190                                    | Kansas City Terminal Ry. Co..... | Clerks.....                                                                          | 1928<br>May 5                 |                                                                                                                                                                                                        |                                                    |                               |                | ( <sup>1</sup> ) |
| <sup>1</sup> C-191<br><sup>1</sup> C-244 | Pere Marquette Ry. Co.....       | {Engineers, firemen, hostlers, conductors, brakemen, switchmen, and switch tenders.} | 1927<br>May 24                | {Alfred J. Murphy, judge of the circuit court, Detroit, Mich.<br>A. L. Grandy, assistant to president Pere Marquette Ry. Co.<br>C. S. Montooth, vice president Order of Railway Conductors.            | {Board of Mediation.<br>Carrier.<br>Employees....} | 1927<br>Dec. 8                | Detroit.....   | Jan. 10          |
| C-216                                    | Louisville & Nashville R. R..... | Signalmen.....                                                                       | Aug. 2                        | Judge Perry B. Miller, attorney, Louisville, Ky.<br>Col. L. L. Morton, special engineer, Louisville & Nashville R. R. Co.<br>L. W. Givan, vice president Brotherhood of Railroad Signalmen of America. | Party arbitrators.<br>Carrier.<br>Employees.       | Oct. 3                        | Louisville.... | 1927<br>Nov. 12  |
| C-251                                    | Chesapeake & Ohio Ry. Co.....    | Shopmen.....                                                                         | Nov. 17                       | Dr. Thomas Walker Page, University of Virginia.<br>William Rogers Clay, chief justice, Supreme Court of Kentucky.<br>A. O. Wharton, president International Association of Machinists.                 | Board of Mediation.<br>Do.<br>Employees.           | 1928<br>Mar. 26               | Richmond....   | 1928<br>Apr. 14  |



|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                             |                  |              |                 |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------|--------------|-----------------|
| C-256 | New York Central R. R. Co. (Michigan Central R. R. Co., Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Peoria & Eastern Ry. Co., Cincinnati Northern R. R. Co., Evansville, Indianapolis & Terre Haute R. R. Co., Louisville & Jeffersonville Bridge & R. R. Co.).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Telegraphers....                 | Feb. 16        | F. H. Knight, assistant general president Brotherhood of Railway Carmen.<br>J. B. Parrish, assistant vice president Chesapeake & Ohio Ry. Co.<br>C. B. Hitch, master mechanic, Chesapeake & Ohio Ry. Co.<br>Dr. Charles W. Flint, chancellor Syracuse University.<br>Dr. Mortimer E. Cooley, dean University of Michigan.<br>John G. Walber, vice president New York Central R. R. Co.<br>Daniel W. Dinan, general manager New York Central R. R. Co.<br>G. D. Robertson, vice president Order of Railroad Telegraphers.<br>George Lavengood, general chairman Order of Railroad Telegraphers (Cleveland, Cincinnati, Chicago & St. Louis Ry.). | Do.<br>Carrier.<br>Do.<br>Party arbitrators.<br>Do.<br>Carrier.<br>Do.<br>Employees.<br>Do. | Apr. 16          | New York.... | Apr. 28         |
| C-266 | Atchison, Topeka & Santa Fe Ry. Co. (including eastern, western, and coast lines and Sunset Ry.) (Gulf, Colorado & Santa Fe Ry. Co., Panhandle & Santa Fe Ry. Co.), Baltimore & Ohio Chicago Terminal R. R., Belt Ry. Co. of Chicago, Chicago & Eastern Illinois Ry. Co., Chicago & North Western Ry. Co., Chicago & Western Indiana R. R. Co., Chicago, Burlington & Quincy R. R. Co., Chicago Great Western R. R. Co., Chicago, Milwaukee & St. Paul Ry. (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. Co., Wichita Valley Ry. Co.), Great Northern Ry. Co., Gulf Coast Lines (St. Louis, Brownsville & Mexico Ry. Co., Orange & Northwestern R. R. Co.), Houston Belt & Terminal Ry. Co., Illinois Central R. R. Co. (Yazoo & Mississippi Valley R. R. | Locomotive firemen and hostlers. | 1927<br>Aug. 6 | Haslett P. Burke, chief justice of the Supreme Court of Colorado.<br>Paul A. Sinsheimer, vice president American Trust Co., San Francisco, Calif.<br>Albert Phillips, vice president Brotherhood of Locomotive Firemen and Enginemen.<br>S. A. Boone, vice president Brotherhood of Locomotive Firemen and Enginemen.<br>John W. Higgins, executive secretary Association of Western Railways.<br>Judge R. V. Fletcher, general solicitor, Illinois Central R. R. Co.                                                                                                                                                                           | Board of Mediation.<br>Do.<br>Employees.<br>Do.<br>Carriers.<br>Do.                         | 1927<br>Sept. 29 | Chicago..... | 1927<br>Dec. 17 |

<sup>1</sup> Arbitration agreement signed during fiscal year June 30, 1927, but arbitration award issued during fiscal year ended June 30 1928.

<sup>2</sup> Arbitration had not been concluded at end of fiscal year (June 30, 1928).

TABLE 2.—Arbitrations under the railway labor act, July 1, 1927, to June 30, 1928—Continued

| Case No. | Parties to arbitration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           | Date of arbitration agreement | Arbitrators         |            | Hearings by arbitration board |       | Date of award |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------|---------------------|------------|-------------------------------|-------|---------------|
|          | Carrier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Employees |                               | Name and occupation | Chosen by— | Date of first hearing         | Place |               |
| C-266    | Atchison, Topeka & Santa Fe Ry. Co., etc.—Continued.<br>Co., including Alabama & Vicksburg Ry. and Vicksburg, Shreveport & Pacific Ry.), 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. (Duluth, South Shore & Atlantic Ry., Mineral Range R. R.), Minnesota & International Ry. Co. (Big Fork & International Falls Ry. Co.), 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 Railway & Depot Co., Rio Grande Southern R. R. Co., St. Joseph Belt Ry. Co., St. Paul Bridge & Terminal Ry., St. Louis-San Francisco Ry. Co. (St. Louis, San Francisco & Texas Ry. Co., Paris & Great Northern R. R. Co., Ft. Worth & Rio Grande Ry. Co., Brownwood, North & South R. R. Co., Birmingham Belt R. R. Co.), St. Louis Southwestern Ry. Co. (St. Louis Southwestern Ry. Co. of Texas, leased, operated, and independent lines), Sioux City Terminal Ry. Co., Southern Pacific Co. (Pacific System), Southern Pacific Lines—Texas and Louisiana (Houston & Texas Central R. R. Co., Galveston, Harrisburg & San Antonio Ry. Co., Texas & New Orleans R. R. Co., Louisiana Western R. R. Co., Morgan's Louisiana & Texas Railroad & Steamship Co., Iberia & Vermilion |           |                               |                     |            |                               |       |               |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                |                |                |                |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------|----------------|----------------|
|       | R. R. Co., Houston East & West Texas Ry. Co., Houston & Shreveport 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 Ry., St. Louis Transfer R. R.), Texas & Pacific Ry. Co. (Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans), Trinity & Brazos Valley Ry. Co., Union Pacific System (Union Pacific R. R. Co., Oregon Short Line R. R. Co., Oregon-Washington Railroad & Navigation Co., Los Angeles & Salt Lake R. R. Co., St. Joseph & Grand Island Ry. Co.), Union Stock Yards Co. of Omaha (Ltd.), Wabash Ry. Co., and Western Pacific R. R. Co. |                       |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                |                |                |                |
| C-275 | Atlantic Coast Line R. R. Co., Central of Georgia Ry. Co., Charleston & Western Carolina Ry. Co., Chesapeake & Ohio Ry. Co. Clinchfield R. R. Co., Florida East Coast Ry. Co., Georgia R. R., Louisville & Nashville R. R. Co., Louisville, Henderson & St. Louis Ry. Co., Nashville, Chattanooga & St. Louis Ry., Norfolk Southern R. R. Co. (steam service only), Norfolk & Western Ry. Co., Richmond, Fredericksburg & Potomac R. R. Co., Winston-Salem Southbound Ry. Co., Jacksonville Terminal Co.                                                                                                                                                                                                                                   | Locomotive engineers. | 1927<br>Sept. 2 | Walter P. Stacy, chief justice of the Supreme Court of North Carolina.<br>Leslie M. Shaw, Washington, D. C.<br>W. J. Jenks, vice president Norfolk & Western Ry. Co.<br>J. J. Pelley, president Central of Georgia Ry. Co.<br>A. Johnston, grand chief engineer, Brotherhood of Locomotive Engineers.<br>S. H. Huff, assistant grand chief engineer, Brotherhood of Locomotive Engineers.                                                                                                | Board of Mediation.<br>Do<br>Carriers.<br>Do.<br>Employees.<br>Do.             | 1928<br>Jan. 3 | Washington...  | 1928<br>Feb. 4 |
| C-278 | St. Louis-San Francisco R. R. Co.-----                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Clerks-----           | Oct. 29         | Fred L. Williams, St. Louis, Mo.-----<br>John L. Kennedy, Omaha, Nebr.<br>Justice R. Moll, Springfield, Mo.<br>J. H. Sylvester, vice president Brotherhood of Railway and Steamship Clerks, etc.<br>M. M. Sisson, assistant general manager, St. Louis-San Francisco R. R. Co.<br>J. L. McCormack, superintendent, freight loss and damage claims, St. Louis-San Francisco R. R. Co.<br>Geo. M. Harrison, <sup>1</sup> vice president, Brotherhood of Railway and Steamship Clerks, etc. | Board of Mediation.<br>Do.<br>Employees.<br>Do.<br>Carrier<br>Do<br>Employees. | June 21        | St. Louis----- | (?)            |

<sup>1</sup> Arbitration had not been concluded at end of fiscal year (June 30, 1928).<sup>2</sup> Mr. Harrison served for Arbitrator Sylvester during his absence on account of sickness.

TABLE 2.—Arbitrations under the railway labor act, July 1, 1927, to June 30, 1928—Continued

| Case No. | Parties to arbitration                                             |                  | Date of arbitration agreement | Arbitrators                                                                                                                                                                                                                                                                |                                                          | Hearings by arbitration board |                | Date of award   |
|----------|--------------------------------------------------------------------|------------------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------|----------------|-----------------|
|          | Carrier                                                            | Employees        |                               | Name and occupation                                                                                                                                                                                                                                                        | Chosen by—                                               | Date of first hearing         | Place          |                 |
| C-307    | Nashville, Chattanooga & St. Louis R. R. Co., Nashville Terminals. | Signalmen.....   | 1928<br>Mar. 29               | Grafton Green, chief justice of the Supreme Court of Tennessee.<br>L. W. Givan, vice president Brotherhood of Railroad Signalmen of America.                                                                                                                               | Board of Mediation.<br>Employees.                        | 1928<br>June 4                | Nashville..... | 1928<br>June 21 |
| C-334    | Midland Valley R. R. Co., Kansas, Oklahoma & Gulf R. R. Co.        | Telegraphers.... | Apr. 26                       | H. H. Cartwright, real estate agent, Nashville, Chattanooga & St. Louis R. R. Co.<br>R. L. Williams, judge, United States district court, Durant, Okla.<br>T. H. Niles, general auditor Midland Valley R. R.<br>L. M. Eddy, vice president Order of Railroad Telegraphers. | Carrier.<br>Party arbitrators.<br>Carrier.<br>Employees. | July 16                       | Muskogee.....  | (?)             |
| C-351    | New York Central R. R. Co., Grand Central Terminal.                | Shopmen.....     | June 19                       | -----                                                                                                                                                                                                                                                                      | -----                                                    | -----                         | -----          | (?)             |

<sup>1</sup> Arbitration had not been concluded at end of fiscal year (June 30, 1928).

## SUMMARY OF ARBITRATIONS FOR FISCAL YEAR ENDED JUNE 30, 1928

THE SOUTHERN PACIFIC COMPANY (PACIFIC SYSTEM), ATCHISON, TOPEKA & SANTA FE RAILWAY CO. (COAST LINES), NORTHWESTERN PACIFIC RAILROAD CO., WESTERN PACIFIC RAILROAD CO., AND THE FERRY BOATMEN'S UNION OF CALIFORNIA

(Arbitration hearings begun July 6, 1927)

## PARTIES INVOLVED

*Employees.*—Approximately 600 firemen, deck hands, cabin watchmen, night watchmen, and matrons, San Francisco, Calif., district, represented by the Ferry Boatmen's Union of California.

*Carriers.*—Four. (Southern Pacific Co., Pacific system; Atchison, Topeka & Santa Fe Ry., coast lines; Northwestern Pacific Railroad; and Western Pacific Railroad.)

## AWARD

*Dated.*—October 31, 1927.

*Effective date.*—January 1, 1927, as to rates of pay; November 1, 1927, as to rules.

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

*Where filed.*—District Court of the United States, Northern District of California, Southern Division, San Francisco, Calif.

*Digest.*—A majority decision of the board of arbitration, composed of six members, awarded the following rates of pay and rules:

## "RATES OF PAY (RULE 2)

| Passenger and car ferries and tugs towing car floats: | Per month |
|-------------------------------------------------------|-----------|
| Firemen.....                                          | \$146. 35 |
| Deck hands.....                                       | 139. 40   |
| Cabin watchmen.....                                   | 139. 40   |
| Night watchmen.....                                   | 120. 00   |
| Matrons.....                                          | 85. 00    |
| Fire boats:                                           |           |
| Firemen.....                                          | 97. 57    |
| Deck hands.....                                       | 92. 94    |

## "HOURS OF SERVICE (RULE 6)

"Assigned crews will work on the basis of eight hours or less on watch each day for six consecutive days. Exceptions:

"(1) On boats with two crews, watches may be separated by an interval of time.

"(2) Extra crews may be used on any day it is found necessary to operate one or two crewed boats beyond assigned hours of regular crews.

"(3) Where 3 crews are used, watches may be as long as 8 hours and 40 minutes, provided the combined watches do not exceed 24 hours and no crew works over 48 hours in 6 consecutive days.

"(4) Where 2 crews are used, watches may be as long as 8 hours and 40 minutes, provided the combined watches do not exceed 16 hours and no crew works over 48 hours in 6 consecutive days.

"(5) On boats operating out of Vallejo Junction crews may be assigned 12 hours per day and not to exceed 48 hours per week.

"(6) On 1 and 2 crewed tugs towing car floats crews may be worked not to exceed 9 hours and 20 minutes per watch.

"(7) On 3-crewed tugs towing car floats and car ferries, except on Carquinez Straits, crews may be assigned 12 hours on watch with 24 hours off watch, provided such assigned watches average 48 hours per week within the time required to bring it about.

"(8) On fire boats, crews will work 24 hours on and then 24 hours off without pay for time off.

"(9) Limit anywhere provided on length of watches does not apply in emergency or when necessary to make extra trips to handle heavy volume of traffic which can not be handled on schedule trips.

"(10) Watches on 3-crewed boats shall not begin or terminate between 1 a.m. and 6 a. m.

"(11) Employees required to operate boats to and from yard shall be paid regular run rates.

"(12) Night watchmen may be assigned on 12-hour watches 4 days per week.

#### "OVERTIME (RULE 8)

"The monthly salary now paid the employees covered by this agreement shall cover the present recognized straight time assignment. All service hourage in excess of the present recognized straight time assignment shall be paid for in addition to the monthly salary at the pro rata rate."

The two arbitrators chosen by the carriers herein jointly dissented from the majority award. Such dissent is on file with the award.

NOTE.—Subsequent to the rendition of award the carriers involved filed suit to impeach, but on April 26, 1928, agreed to pay the \$10 per month increase granted, retroactive to January 1, 1927, and the ferry boatmen's union under same date consented that the retroactive date of the watch rules will in the event that the award is affirmed by the court be advanced from November 1, 1927, to March 1, 1928.

It was further agreed that the \$10 per month increase remain in effect until April 1, 1929, and thereafter subject to 30-day provision in existing agreements.

### ILLINOIS CENTRAL RAILROAD, YAZOO & MISSISSIPPI VALLEY RAILROAD, AND THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun July 11, 1927)

#### PARTIES INVOLVED

*Employees.*—Approximately 12,000 clerical and station employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Carriers.*—Two. (Illinois Central, Yazoo & Mississippi Valley Railroads.)

#### AWARD

*Dated.*—August 23, 1927.

*Effective date.*—Understood to be September 1, 1927.

*Life of.*—Not specified in the award. The agreement to arbitrate provides that the award shall become effective on the following pay-roll period after its making and filing and shall continue in force and effect for a period of one year from such effective date and thereafter subject to the usual 30 days' written notice to or by the railroads.

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

*Digest.*—A majority decision of the board of arbitration, composed of six members, awarded an increase of 5 per cent to employees involved.

NOTE.—The two arbitrators chosen by the carrier filed a dissent from the majority award. Such dissent is on file with the award.

### CHICAGO & NORTH WESTERN RAILWAY AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun September 8, 1927)

#### PARTIES INVOLVED

*Employees.*—Approximately 8,500 clerical and station employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Carrier.*—One. (Chicago & Northwestern Railway.)

## AWARD

*Dated.*—November 4, 1927.

*Effective date.*—November 1, 1927.

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

*Where filed.*—United States District Court, Northern District of Illinois, Eastern Division, Chicago, Ill.

*Digest.*—A majority decision of the board of arbitration, composed of six members, awarded increases to clerical and station employees as follows:

| I. C. C. reporting division No.—                                                                    | Per cent |
|-----------------------------------------------------------------------------------------------------|----------|
| 8. Chief clerks (minor departments), and assistant chief clerks, etc.                               | 7        |
| 9. Clerks and clerical specialists.....                                                             | 7        |
| 10. Clerks (b).....                                                                                 | 7        |
| 11. Clerks (c).....                                                                                 | 7        |
| 14. Stenographers and typists.....                                                                  | 7        |
| 83. Gang foremen laborers (shops, engine houses, power plants, and stores).....                     | 7        |
| 103. Assistant general foremen (freight stations, warehouses, grain elevators, and dock labor)..... | 7        |
| 104. Gang foremen (freight stations, warehouses, grain elevators, and dock labor).....              | 7        |
| 31. Motor-vehicle and motor-car operators.....                                                      | 4        |
| 101. Baggage, parcel room, and station attendants.....                                              | 4        |
| 105. Callers, loaders, scalers, sealers, and perishable-freight inspectors.....                     | 4        |
| 106. Truckers (station warehouse and platform).....                                                 | 4        |

NOTE.—The two arbitrators chosen by the carrier filed a joint opinion dissenting from the majority award.

#### CHICAGO & NORTH WESTERN RAILROAD AND BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

(Arbitration hearings begun July 8, 1927)

## PARTIES INVOLVED

*Employees.*—Approximately 17,500 maintenance of way employees represented by the Brotherhood of Maintenance of Way Employees.

*Carrier.*—One. (Chicago & North Western.)

## AWARD

*Dated.*—August 15, 1927.

*Effective date.*—Nearest pay-roll period. (August 16, 1927.)

*Life of.*—Not specified in the award. The agreement to arbitrate provides that the award shall become effective at the beginning of the pay-roll period nearest the date on which award is rendered and shall continue in force for the period of one year from the effective date thereof, and thereafter subject to 30 days' notice by either party.

*Where filed.*—United States District Court, Northern District of Illinois, Eastern Division, Chicago, Ill.

*Digest.*—A majority decision of the board of arbitration, composed of six members, awarded increases to employees involved substantially as follows:

"1. Bridge and building foremen, etc.: No change.

"2. Assistant bridge and building foremen: Present rate of \$160 per month abolished and a minimum rate of 5 cents per hour in excess of the maximum rate paid in gang supervised is established.

"3. Carpenters and painters and leaders: 57-cent rate increased  $1\frac{1}{2}$  cents per hour to 58 $\frac{1}{2}$  cents; 58 $\frac{1}{2}$ -cent rate increased  $1\frac{1}{2}$  cents per hour to 60 cents; 59 $\frac{3}{4}$ -cent rate increased  $1\frac{1}{4}$  cents per hour to 61 cents; 61 $\frac{3}{4}$ -cent, 62-cent, 63-cent, and 64 $\frac{3}{4}$ -cent present rates to remain. The differential rate of 69 cents is abolished and positions heretofore taking it shall take the new minimum of 58 $\frac{1}{2}$  cents, subject to such differentials, if any, as may be proper.

"4. Carpenter and painter helpers: Present 48 $\frac{1}{2}$ -cent rate increase  $\frac{1}{2}$  cent to 49 cents. All other rates to receive  $\frac{1}{2}$  cent increase except rate of 67 cents is:

abolished and position represented takes minimum rate of 49 cents subject to such change by differential, if any, as may be proper.

"5. Masons and masons leaders: Minimum rate of 59¾ cents to 61 cents. No other rates changed and present differentials remain.

"6. Mason laborers: Awards increase of ½ cent per hour, increasing minimum from 48½ to 49 cents per hour.

"7. Scale and bridge inspectors: No change.

"8. Pile driver, ditching, and hoisting engineers: No change.

"9. Pile driver firemen: No change.

"10. Track and section foreman and maintenance foremen: Increased \$5 per month.

"11. Assistant track and section foremen and assistant maintenance foremen: Increased 1 cent per hour.

"12. Extra gang foremen: Increased \$5 per month.

"13. Coal-chute foremen and coal-wharf and fence-gang foremen: No change.

"14. Track and section laborers: Present minimum, 38 cents per hour.

(a) Rate for employees with less than one year's service, 37 cents per hour.

(b) Rate for those with one year or more service, 39 cents per hour. (c) Rate for those with two years or more service, 41 cents per hour.

"15. Extra gang laborers: Present minimum, 38 cents per hour. The board fixes minimum flat rate of 35 cents per hour (decrease of 3 cents in minimum).

"16. Laborers other than track and roadway, maintenance of way, and structures. No change.

"17. Coal-chute laborers—shops, engine houses, and power plants. No change.

"18. Common laborers—shops, engine houses, power plants, and stores: No change.

"19. Lamp men: Increased \$1 per month.

"20. Pumpers: No change.

"21. Drawbridge tenders: No change.

"22. Crossing watchmen and flagmen: The minimum rate is \$40 to \$50 per month for the lowest group, with differentials, the highest of which is \$135. The award makes no change, except that no monthly wage shall be less than \$55."

NOTE.—Dissenting opinions were filed by the four arbitrators chosen by the carrier and employees, although the two employee arbitrators signed the award.

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SOUTHERN RAILWAY CO.; CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY CO.; ALABAMA GREAT SOUTHERN RAILROAD; NEW ORLEANS & NORTHEASTERN RAILROAD; NEW ORLEANS TERMINAL CO.; GEORGIA SOUTHERN & FLORIDA RAILWAY; ST. JOHNS RIVER TERMINAL CO.; HARRIMAN & NORTHEASTERN RAILROAD; CINCINNATI, BURNSIDE & CUMBERLAND RIVER RAILWAY; NORTHERN ALABAMA RAILWAY; AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun July 5, 1927)

#### PARTIES INVOLVED

*Employees.*—Approximately 6,500 clerical and station employees, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Carriers.*—Ten. (Southern Railway Co.; Cincinnati, New Orleans & Texas Pacific Railway Co.; Alabama Great Southern Railroad; New Orleans & Northeastern Railroad; New Orleans Terminal Co.; Georgia Southern & Florida Railway; St. Johns River Terminal Co.; Harriman & Northeastern Railroad; Cincinnati, Burnside & Cumberland River Railway; Northern Alabama Railway.)

#### AWARD

*Dated.*—July 14, 1927.

*Effective date.*—12.01 a. m., July 16, 1927.

*Life of.*—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force to September 1, 1928, and thereafter subject to 30 days' notice by or to any of the railroads.

*Where filed.*—Supreme Court of the District of Columbia, Washington, D. C.



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

"\* \* \* A uniform flat increase of  $2\frac{1}{2}$  cents per hour to the class of clerical employees embraced within the scope of the agreement of submission aforesaid."

The award sets forth that the employees affected consist of the following:

"All divisional employees assigned to or performing recognized clerical duties for four hours or more per day, including operators of office or station equipment devices in offices or locations, as follows: Division superintendents, master mechanics, or their equals or inferiors in rank, including depot ticket agents. Also all clerical employees as defined above, in general or district offices, except as hereinafter provided.

"The agreement aforesaid does not apply to employees engaged in assorting tickets, waybills, or analogous work; employees operating appliances or machines for perforating and addressing envelopes, binding waybills, numbering claims or other papers, adjusting dictaphone cylinders, and work of a like nature; nor to employees gathering or delivering mail or other work not requiring clerical ability; office boys, messengers, and chore boys, or other employees doing similar work; employees performing manual work not requiring clerical ability; forces in immediate offices of president, vice presidents, or general managers, or their equals; employees performing duties of a direct and confidential nature in immediate offices of general or district officers or their equals or superiors, including chief clerks, stenographers, file clerks, nor to other positions therein which may be agreed upon between the arbitrating parties; chief clerks or personal stenographers of divisional officers or their equals, except roadmasters or storekeepers (a roadmaster's chief clerk being an excepted position); employees assigned to road service where special training, experience, and fitness are necessary, nor to other positions of a direct and confidential nature which shall be determined by conference between the arbitrating parties; ticket agents and assistant ticket agents in uptown or outside ticket offices; nor to employees now covered in existing agreements not between the arbitrating parties."

NOTE.—The arbitrator chosen by the employee organization filed an opinion dissenting from the majority award.

#### WABASH RAILWAY CO. AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun July 7, 1927)

#### PARTIES INVOLVED

*Employees.*—Approximately 3,600 employees, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Carrier.*—One. (Wabash Railway.)

#### AWARD

*Dated.*—August 17, 1927.

*Effective date.*—August 16, 1927.

*Life of.*—Not specified in the award. The agreement to arbitrate provides that the award shall be in force 1 year from the effective date and thereafter subject to 30 days' notice by or to the railway.

*Where filed.*—United States District Court, Eastern District, Eastern Division, St. Louis, Mo.

*Digest.*—A unanimous decision of the board of arbitration, composed of three members, awarded the following increases:

"This award shall be made effective as of August 16, 1927, and the increases in rates of pay granted herein shall be added to the rates in effect August 15, 1927.

"SECTION 1. All clerks, etc., designated in rule 1, section 1, of the schedule effective May 1, 1924,  $3\frac{1}{2}$  cents per hour.

"SEC. 2. All employees in rule 1, sections 2 and 3 of the schedule effective May 1, 1924, commonly known as station employees, including such as baggage-room employees, callers, watchmen, janitors, etc., 2 cents per hour.

"SEC. 3. All employees in rule 1, sections 2 and 3 of the schedule effective May 1, 1924, such as messengers, chore boys, and those engaged in assorting waybills, etc., not requiring clerical ability, 2 cents per hour.

"Sec. 4. Employees without previous clerical experience as a clerical worker, hereafter entering the service and filling positions of clerk or machine operator, shall be paid as follows:

|                       |           |        |
|-----------------------|-----------|--------|
| "First 6 months.....  | per day.. | \$2.35 |
| "Second 6 months..... | do.....   | 3.19¼  |

"Thereafter they shall be paid the established full rate of pay for the positions occupied.

"Sec. 5. Freight handlers as generally designated in rule 1, schedule for freight handlers, effective May 1, 1924, 2½ cents per hour.

"Sec. 6. The following differentials shall be maintained between freight handlers and the classes named below:

"(a) Sealers, scalers, and fruit and perishable inspectors, 3 cents per hour above the rates for truckers.

"(b) Stowers, stevedores, callers, etc., 4 cents per hour above the rates for truckers."

NOTE.—After the award in this case was rendered the parties hereto were unable to agree upon the application of section 4 thereof, and acting upon request of the employee organization the Board of Mediation reconvened the original board of arbitration for the purpose of interpreting the section in question, and under date of November 21, 1927, such reconvened board, by majority decision, rendered the following interpretations:

"\* \* \* It was not the intention of this board in its said award to discriminate in favor of those employees entering the service of the Wabash Railway Co. after the effective date of said award and against similar employees who were in the employ of said railway prior thereto, but that section 4 of said original award should be interpreted to mean and to be applied in the following manner, to wit:

"(SEC. 4.) Employees filling positions of clerks or machine operators who, prior to their employment by the Wabash, were without previous clerical experience as a clerical worker and who shall not have served one whole year prior to the effective date of this award, to wit, August 16, 1927, shall after the end of one year's service in such position or positions be paid for future services the established full rate of pay for the position occupied; and for any unexpired portion of any said first year remaining after the going into effect of this award shall be paid as follows: For any remaining portion of the first six months of said employment occurring after August 16, 1927, shall be paid at the rate of \$2.35 per day; for any remaining portion or whole of the second six months of their employment, occurring after August 16, 1927, shall be paid at the rate of \$3.19¼ per day; and all such employees entering the service and filling such positions after August 16, 1927, shall be paid as follows: \$2.35 per day for the first six months and \$3.19¼ per day for the second six months and thereafter the established full rate of pay for the position occupied."

The carrier representative dissented from majority interpretation.

#### THE BALTIMORE & OHIO RAILROAD CO. AND THE ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun May 1, 1928)

#### PARTIES INVOLVED

*Employees.*—Approximately 1,850 agents, telegraphers, telephoners, clerk-telegraphers and telephoners, tower and lever men, etc., represented by the Order of Railroad Telegraphers.

*Carrier.*—One. (Baltimore & Ohio Railroad Co.)

#### AWARD

*Dated.*—June 6, 1928.

*Effective date.*—May 16, 1928.

*Life of.*—One year from effective date and thereafter subject to 30 days' written notice by either party to the other.

*Where filed.*—United States District Court, District of Maryland, Baltimore, Md.

*Digest.*—The questions involved were:

(1) Request of employees for an increase of 6 cents per hour for hourly rated employees and an increase of 10 per cent per month for monthly rated employees.

(2) Request of employees for rules reading:

(a) All regular assigned employees working 7 days per week will be assigned 1 regular day off duty every 2 weeks, without loss of compensation, and if such employees are required to work on their regular relief day, they will be compensated for an additional day at the rate of time and one-half.

(b) All regular assigned employees who have been in the service 1 year, working an assignment of 6 days per week, shall have 15 days' annual leave with pay, or in lieu thereof 15 days' additional pay.

A majority decision of the board of arbitration, composed of three members, made the following award:

"(1) The rates of pay shall be increased an amount equivalent to 3.25 cents per hour per position for hourly rated employees and 5 per cent for monthly rated employees, which shall be distributed to the various employees in such manner as may be agreed upon between the management and representatives of employees.

"In case the management of the railroad and the representatives of the employees are unable to agree on the apportionment of the increases the items in dispute shall be referred to this board or to a subcommittee of this board, as provided in the railway labor act.

"(2) (a) and (b). Request of employees for rules providing for relief days with compensation and annual vacations with compensation is denied."

NOTE.—The arbitrator chosen by the employee organization filed opinion dissenting from majority award.

#### THE LOUISVILLE & NASHVILLE RAILROAD CO. AND THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

(Arbitration hearings begun September 1, 1927)

##### PARTIES INVOLVED

*Employees.*—Approximately 135 train dispatchers, represented by the American Train Dispatchers Association.

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

##### AWARD

*Dated.*—September 23, 1927.

*Effective date.*—September 1, 1927.

*Life of.*—September 1, 1927, to September 1, 1928, and thereafter, unless changed by mutual agreement between the association and the railroad, or by due process of law then in effect governing such changes.

*Where filed.*—United States District Court of the Western District of Kentucky, Louisville, Ky.

*Digest.*—A majority decision of the board of arbitration composed of three members awarded an increase of 58 cents per day to train dispatchers covered by their agreement with this railroad.

*Note.*—The arbitrator chosen by the railroad filed opinion dissenting from majority award.

The arbitrator chosen by the employee organization, although signatory thereto, filed a supplementary opinion attacking award.

#### THE WASHINGTON TERMINAL CO. AND THE ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun September 15, 1927)

##### PARTIES INVOLVED

*Employees.*—Approximately 55 telegraphers; telephoners; clerk-telegraphers and telephoners; train and tower directors, etc., represented by the Order of Railroad Telegraphers.

*Carrier.*—One. (Washington Terminal Co.)

## AWARD

*Dated.*—October 1, 1927.

*Effective date.*—Understood to be October 1, 1927 (see following).

*Life of.*—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 award is made and that it shall continue in force for the period of one year from such time, and thereafter until the expiration of thirty (30) days' notice in writing by one of the parties to the other.

*Where filed.*—Supreme Court of the District of Columbia, Washington, D. C.

*Digest.*—A unanimous decision of the board of arbitration—

(1) Granted the employees an increase in rates of pay the equivalent of 2 cents per hour per position, the privilege being extended to the parties to apportion this increase as they may mutually agree is equitable and just.

(2) Granted employees filling positions one day of relief each two weeks without loss of compensation, but if such relief is denied by the carrier the employee shall receive overtime pay for the relief day.

(3) Denied the employees' request for annual vacation with pay.

*Note.*—Subsequent to the aforementioned award, the employee organization requested reconvention of the original arbitration board for interpretation of that portion of the award relative to relief days, such board was reconvened and under date of March 30, 1928, a majority thereof handed down the following interpretation:

"The controlling thought with a majority of the board was that employees rendered better service to carriers and therefore to the public by being relieved 1 day in each period of 14, and to insure such relief, and therefore the better service, it was thought wise to grant it at the expense of the carrier.

"A majority of the arbitration board interprets the language by it employed to mean that employees are entitled to and shall have 26 relief days during a year of service without loss in compensation, and whenever the carrier for cause fails to grant a relief day in any 14-day period the extra pay accrues and the relief day becomes cumulative and the employee is entitled thereto at the earliest convenience of the carrier, so that the employee in that event shall have two relief days in the next 14-day period.

"With respect to the second question the arbitration board does not interpret the decision to mean or to imply that any relief day is earned except for continuous service of 13 days of the regular 14-day period."

#### GREAT NORTHERN RAILWAY CO. AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun January 23, 1928)

## PARTIES INVOLVED

*Employees.*—Approximately 4,000 clerical and station employees, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Carrier.*—One. (Great Northern Railway.)

## AWARD

*Dated.*—April 4, 1928.

*Effective date.*—August 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 1 year from effective date thereof, and thereafter subject to 30 days notice by or to the railroad.

*Where filed.*—United States District Court, district of Minnesota.

*Digest.*—A majority decision of the board of arbitration awarded increases, as follows:

"Section 1: Storekeepers, assistant storekeepers, chief clerks, foremen, subforemen, and other clerical supervisory forces, add 4 cents per hour per position.

"Section 2-A: Clerks with experience of two or more years in railroad clerical work or clerical work of a similar nature in other industries, or where their cumulative experience in such clerical work is not less than two years, add 4 cents per hour per position.

"Section 2-B: Clerks with an experience of one year and less than two years in railroad clerical work or clerical work of a similar nature in other industries,

or where their cumulative experience in such clerical work is not less than one year, add 3 cents per hour per position.

"Section 3-A: Clerks whose experience as above defined is less than one year and more than six months, add 2 cents per hour per position.

"Section 4: Train and engine crew callers, assistant station masters, train announcers, gatemen, and baggage and parcel room employees, other than clerks, add 4 cents per hour per position.

"Sections 5 and 6: No increases.

"Section 7: Station, platform, warehouse, transfer, dock, pier, storeroom and team-track freight handlers or truckers, and others similarly employed, add 4 cents per hour per position.

"Section 8: The existing differential shall be maintained between the truckers' rates, as above established in section 7 and the classes named below under 'A' and 'B.'

"(A) Sealers, scalers, and fruit and perishable inspectors.

"(B) Storers or stevedores, callers or loaders, locators, and coopers.

"Section 9: All common laborers in and about stations, storehouses, and warehouses, not otherwise provided for, add 4 cents per hour per position.

"Sections 10 and 11: No increase."

NOTE.—The arbitrator chosen by the railroad filed opinion dissenting from the majority award.

#### GRAND CENTRAL TERMINAL AND ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun March 1, 1928)

##### PARTIES INVOLVED

*Employees.*—Approximately 60 telegraphers; telephoners; clerk-telegraphers and telephoners; tower and train directors; levermen, etc., represented by the Order of Railroad Telegraphers.

*Carrier.*—One. (Grand Central Terminal Co.)

##### AWARD

*Dated.*—March 9, 1928.

*Effective date.*—11 o'clock p. m., March 15, 1928.

*Life of.*—Not specified in the award. The agreement to arbitrate provides that it shall continue in force for the period of 1 year from the effective date 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.*—A majority decision of the Board of Arbitration, composed of three members, awarded as follows:

"1. That there shall be no increase in present hourly rates.

"2. That article 4 of the agreement aforesaid be changed to read: 'Employees will be granted 66 days off each year with pay.'"

In connection with its award the board made the following comment:

"In order to make this award effective and to make it consistent with the balance of said article 4 certain changes of phraseology in the balance of said article 4 should be effected between the two parties to this arbitration. But inasmuch as the board has no authority under the express terms of the submission to make changes in article 4 beyond those already made, this is necessarily left to the mutual agreement of the said parties."

PERE MARQUETTE RY. CO. AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS,  
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAIL-  
WAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, AND SWITCHMEN'S  
UNION OF NORTH AMERICA

(Arbitration hearings begun December 8, 1927)

##### PARTIES INVOLVED

*Employees.*—Approximately 2,250 engineers, firemen, hostlers, road conductors and trainmen, yard conductors and yardmen, etc., represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Engine-

men, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America.

*Carrier.*—One. (Pere Marquette Ry.)

#### AWARD

*Dated.*—January 10, 1928.

*Effective date.*—April 16, 1927.

*Life of.*—Not specified in the award. The agreement to arbitrate provides that the award shall continue in force 1 year from the effective date thereof and thereafter subject to 30 days' notice by or to the railway.

*Where filed.*—United States District Court for the Eastern District of the Southern Division of Michigan.

*Digest.*—The question to be arbitrated was "the determination of an effective date for the establishment of wage increases agreed to between the parties."

A majority decision of the board, composed of three members, awarded as follows:

"The award of the board is that the increases made by the Pere Marquette Railway, effective as of April 16, 1927, should not be retroactive."

*NOTE.*—The arbitrator chosen by the employee organizations filed an opinion, dissenting from the majority award.

#### LOUISVILLE AND NASHVILLE RAILROAD CO. AND BROTHERHOOD RAILROAD SIGNALMEN OF AMERICA

(Arbitration hearings begun October 3, 1927)

#### PARTIES INVOLVED

*Employees.*—Approximately 350 signal department employees, represented by the Brotherhood of Railroad Signalmen of America.

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

#### AWARD

*Dated.*—November 12, 1927.

*Effective date.*—Understood to be November 1, 1927. (See following.)

*Life of.*—The award specifies that it is effective at the beginning of the pay period in which filed and that it is to remain in force 1 year from such effective date, and thereafter subject to 30 days' notice by or to the railroad, unless changed by mutual agreement between the brotherhood and the railroad or by any due process of law, then in effect governing such changes.

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

*Digest.*—A majority decision of the board of arbitration awarded the employees increases in rates of pay as follows:

|                                                    | Established           |                                 |
|----------------------------------------------------|-----------------------|---------------------------------|
|                                                    | Increase              | New rate                        |
| Signal construction foremen.....                   | \$15 per month.....   | \$215.61 per month.             |
| Signal maintenance foremen.....                    | \$10 per month.....   | \$195.20 per month.             |
| Assistant signal foremen.....                      | 4 cents per hour..... | 88 cents per hour.              |
| Leading signalmen and leading maintainers.....     | do.....               | 83 cents per hour.              |
| Signalmen and signal maintainers.....              | do.....               | 78 cents per hour.              |
| Signal linemen.....                                | do.....               | 74 cents per hour.              |
| Signal groundmen.....                              | 2 cents per hour..... | 66 cents per hour.              |
| Signal helpers.....                                | 3 cents per hour..... | 52 cents per hour.              |
| Signal laborers.....                               | 2 cents per hour..... | .....                           |
| Assistant signalmen and assistant maintainers..... | 3 cents per hour ..   | 54 cents per hour. <sup>1</sup> |

<sup>1</sup> For first period to and including eighth period at 68 cents per hour.

*NOTE.*—The arbitrator chosen by the carrier filed an opinion dissenting from the majority award.

The arbitrator chosen by the brotherhood, although signatory to the award, filed a supplementary opinion setting forth reasons why award was insufficient, etc.

CHESAPEAKE & OHIO RY. CO. AND CHESAPEAKE & OHIO SYSTEM FEDERATION  
No. 41, RAILWAY EMPLOYEES DEPARTMENT, AMERICAN FEDERATION OF  
LABOR

(Arbitration hearings begun March 26, 1928)

PARTIES INVOLVED

*Employees.*—Approximately 8,000 mechanical department employees represented by the Railway Employees' Department, American Federation of Labor, comprising the following organizations: International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; International Alliance of Amalgamated Sheet Metal Workers; International Brotherhood of Electrical Workers; and Brotherhood of Railway Carmen of America.

*Carrier.*—One. (Chesapeake & Ohio Railway).

AWARD

*Dated.*—April 14, 1928.

*Effective date.*—Not specified in the award. (See following:)

*Life of.*—The agreement to arbitrate provides that the award shall become effective January 1, 1928, and shall continue in force for the period of one year from said date, and thereafter subject to 30 days' written notice by or to the railway company.

*Where filed.*—United States District Court, Eastern District of Virginia.

*Digest.*—It is stated in the award that the arbitration agreement which was executed by the parties on November 17, 1927, provided as follows:

"The specific question to be submitted to the board for decision is the request of the employees, 'for adjustment in existing wage rates,' dated February 2, 1927, together with correction made in their letter of February 12, 1927, copies of which are attached hereto and made a part hereof, and marked 'Appendix A.' It being further understood that whether or not the board shall award a daily basis of pay, existing rules and understandings relative to compensation shall not be modified or changed, and that when necessary to use an hourly basis of pay the same shall, even if a daily basis of pay be fixed, be figured at one-eighth of the daily rate."

And a decision of a majority of the board of arbitration, composed of six members, made the following award:

"The request of the shop-craft employees for adjustment of existing wage rates is denied, and it is ordered that existing wage rates shall remain unchanged."

NOTE.—The arbitrators chosen by the employee organizations jointly filed an opinion dissenting from majority award.

NEW YORK CENTRAL RAILROAD CO. (BUFFALO AND EAST, WEST OF BUFFALO, AND OHIO CENTRAL LINES), MICHIGAN CENTRAL RAILROAD CO., CLEVELAND CINCINNATI, CHICAGO & ST. LOUIS RAILWAY CO., PEORIA & EASTERN RAILWAY CO., CINCINNATI NORTHERN RAILROAD CO., EVANSVILLE, INDIANAPOLIS & TERRE HAUTE RAILROAD CO., LOUISVILLE & JEFFERSONVILLE BRIDGE & RAILROAD CO., AND THE ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun April 16, 1928)

PARTIES INVOLVED

*Employees.*—Approximately 5,000 agents, telegraphers, telephoners, clerk-telegraphers, clerk-telephoners, towermen and levermen, and other telegraph department employees represented by the Order of Railroad Telegraphers.

*Carriers.*—Nine. (New York Central Railroad Co., Buffalo and east; New York Central Railroad Co. west of Buffalo; New York Central Railroad Co., Ohio central lines; Michigan Central Railroad Co.; Cleveland, Cincinnati, Chicago & St. Louis Railway Co., Peoria & Eastern Railway Co.; Cincinnati Northern Railroad Co.; Evansville, Indianapolis & Terre Haute Railroad Co.; Louisville & Jeffersonville Bridge & Railroad Co.)

## AWARD

*Dated.*—April 28, 1928.

*Effective date.*—May 16, 1928.

*Life of.*—One year, and thereafter subject to 30 days' written notice by either party to the other.

*Where filed.*—United States District Court of New York.

*Digest.*—A unanimous decision of the board of arbitration, composed of six members, awarded increases in rates of pay and certain working rules as follows:

"Question 1: New rule requested by employees of the Michigan Central Railroad reading: 'Telegraphers will be paid time and one-half rate for all Sunday and holiday service with a minimum of four hours at the rate of time and one-half for the calls. The call in this rule means two hours' work or less.'

"Award: The new rule requested by the Michigan Central employees is denied. This decision is, however, not to be interpreted as estopping the employees and the management of the Michigan Central Railroad from mutually agreeing to the same arrangement for relief days as that established hereinafter by this award.

"Question 2: New rule requested by employees of all lines involved except the Michigan Central Railroad: 'Employees will be allowed one regular relief day each week. If employees are required to work on their relief day, they will be paid at overtime rate with minimum of eight hours.'

"Award: New rule requested by employees of all lines involved except Michigan Central Railroad. The request is granted on the following terms and conditions:

"1. Where it is necessary for a position to be regularly represented for 8 hours a day, 7 days a week and where conditions are such that it is practicable to do so, 1 relief day in 7, without pay, will be afforded.

"2. The relief assignments shall be worked out separately for each seniority district by the designated representatives of the management and the employees, except when relief assigned is on more than one seniority district, in which case vacancies will be bulletined on each district concerned.

"3. The management will bulletin relief assignments, and if qualified and acceptable men bid in and perform such assignments, that shall constitute the test of practicability.

"4. In the event that, without diversion by the management, the regularly assigned relief man does not report for duty, the employees filling the position to be relieved (or, in the event of the absence of the regular employee, other available telegraphers) shall cover the assignment and be paid pro rata rates up to eight hours, after which overtime rates will apply.

"5. In the event the management is responsible for the diversion of the relief man and extra men can not be provided, the regular employees or employees required to perform the service will be paid at the rate of time and one-half.

"6. The foregoing rule shall become effective for each class on each seniority district when assignments are completed for relief schedules for such class, and only in the event that the organization shall agree that the following rules now in the agreements shall be modified in the following respects:

"(a) Where it is impracticable to work out relief assignments providing six days' service per week for the relief man, the guaranty rules shall not apply to the relief man. A relief man regularly assigned for less than four days a week will be considered an extra man.

"(b) The compensation of the relief men shall be the rates applicable to the respective positions relieved.

"(c) Deadheading and expense allowance shall not apply to regularly assigned relief men.

"(d) Rules in various agreements requiring punitive payments for service outside of assigned hours shall be modified to eliminate the qualification 'within the limits of the regular week-day assignment,' in so far as they apply to relief men and to regular men affected by relief arrangements.

"(e) Wherever the hours of assignments of regular men require changes in working out relief assignments, exceptions shall be made to the rules that regular assignments shall have a fixed starting time daily.

"7. The intent of this award is that in the application of relief arrangements, both parties shall endeavor to compose differences over these rules and any others not specifically mentioned above in the spirit of facilitating the change in conditions. In the event mutually satisfactory understandings are not reached, the differences shall be submitted to this board or to a subcommittee in accordance with the provisions of article 15 of the agreement to arbitrate.



"Question 3: Request of the employees of the New York Central Railroad (Buffalo and east, west of Buffalo, and Ohio central lines), that the existing rule reading:

"Regularly assigned employees will receive 1 day's pay within each 24 hours, according to location occupied or to which entitled, if ready for service and not used, or if required on duty less than the required minimum number of hours as per location, except on Sundays and holidays.

"This rule shall not apply in cases of reduction of forces nor where traffic is interrupted or suspended by conditions not within the control of the carrier."

"Be changed by substituting the words 'regular relief days' for the word 'Sundays'.

"Award: The request for the substitution of the words 'regular relief days' for the word 'Sundays' is granted, except as it would apply to regularly assigned relief men as specified in the award under Question 2.

"Question 4: New rule requested by the employees of the Cleveland, Cincinnati, Chicago & St. Louis Railway, Peoria & Eastern Railway, Cincinnati Northern Railroad, Evansville, Indianapolis & Terre Haute Railroad, and Louisville & Jeffersonville Bridge & Railroad Co.

"Award: The request for the new rule by the employees of the Cleveland, Cincinnati, Chicago & St. Louis Railway, Peoria & Eastern Railway, Cincinnati Northern Railroad, Evansville, Indianapolis & Terre Haute Railroad, and Louisville & Jeffersonville Bridge & Railroad Co., is granted with an added provision, so that the new rule will read:

"Regularly assigned employees will receive 1 day's pay within each 24 hours, according to location occupied or to which entitled, if ready for service and not used, or if required on duty less than the required minimum number of hours as per location, except on regular relief days and holidays.

"This rule shall not apply in cases of reduction of forces nor where traffic is interrupted or suspended by conditions not within the control of the carrier."

"Question 5: New rule requested by employees of the Michigan Central Railroad.

"*Guarantee.*—Regularly assigned employees will receive 1 day's pay within each 24 hours, according to location occupied or to which entitled, if ready for service and not used or if required on duty less than the required minimum number of hours as per location, except on Sundays or holidays."

"Award: The new rule requested by the employees of the Michigan Central Railroad is granted, with an added provision, so that the new rule will read:

"Regularly assigned employees will receive 1 day's pay within each 24 hours, according to location occupied or to which entitled if ready for service and not used, or if required on duty less than the required minimum number of hours as per location, except on Sundays and holidays.

"This rule shall not apply in cases of reduction of forces nor where traffic is interrupted or suspended by conditions not within the control of the carrier."

"If the employees and management of the Michigan Central Railroad mutually agree on the system of relief days established for the other lines in the award under question 2 above, the words 'regular relief days' shall be substituted for the word 'Sundays' in this rule.

"Question 6: Request for increases in existing hourly rates as follows:

|                                                                                       | Increase<br>requested<br>(cents) |
|---------------------------------------------------------------------------------------|----------------------------------|
| New York Central R. R.:                                                               |                                  |
| Buffalo and east.....                                                                 | 15                               |
| West of Buffalo.....                                                                  | 15                               |
| Ohio central lines.....                                                               | 15                               |
| Cleveland, Cincinnati, Chicago & St. Louis Ry., including Peoria &<br>Eastern Ry..... | 15                               |
| Cincinnati Northern R. R.....                                                         | 17                               |
| Evansville, Indianapolis & Terre Haute R. R.....                                      | 18                               |
| Louisville & Jeffersonville Bridge & Railroad Co.....                                 | 20                               |
| Michigan Central Railroad.....                                                        | 15                               |

"Awarded: On the request for increases in existing hourly rates the board awards as follows:

"(a) An amount equivalent to 3.3 cents per hour per position is granted on the following railroads: New York Central Railroad (Buffalo and east, west of Buffalo, and Ohio central lines); Cleveland, Cincinnati, Chicago & St. Louis Ry.; Peoria & Eastern Railway; Cincinnati Northern Railroad; Evansville, Indian-

apolis & Terre Haute Railroad; and Louisville & Jeffersonville Bridge & Railroad Co., and this amount shall be apportioned in increases in the rate of pay to the various employees in such manner as may be agreed upon between the carriers and the representatives of the employees.

"This provision is intended primarily to afford opportunities for adjusting the compensation of employees whose earnings are affected by the reduction in the work days per week.

"(b) In the case of the request for increase on the Michigan Central Railroad, an increase is granted provided the employees and management mutually agree on the relief-day program outlined for the other roads in the award under question 2 above. In case of such agreement the provision of the award under question 6 shall also to the employees on the Michigan Central Railroad. In case such arrangement is not effected, the increase on the Michigan Central Railroad is denied."

#### CERTAIN RAILROADS IN WESTERN TERRITORY AND THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

(Arbitration hearings begun September 29, 1927)

##### PARTIES INVOLVED

*Employees.*—Approximately 55,000 firemen, helpers, hostlers, and outside hostler helpers, represented by the Brotherhood of Locomotive Firemen and Enginemen.

*Carriers.*—Forty-five systems and 42 subsidiaries, as follows:

Atchison, Topeka & Santa Fe Railway Co. (including eastern, western, and coast lines and Sunset Railway); Gulf, Colorado & Santa Fe Railway Co., Panhandle & Santa Fe Railway Co.  
 Baltimore & Ohio Chicago Terminal Railroad.  
 Belt Railway Co. of Chicago,  
 Chicago & Eastern Illinois Railway Co.  
 Chicago & North Western Railway Co.  
 Chicago & Western Indiana Railroad Co.  
 Chicago, Burlington & Quincy Railroad Co.  
 Chicago Great Western Railroad Co.  
 Chicago, Milwaukee & St. Paul Railway; Chicago, Terre Haute & Southeastern Railway Co.; 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.  
 Des Moines Union Railway Co.  
 Fort Worth & Denver City Railway Co; Wichita Valley Railway Co.  
 Great Northern Railway Co.  
 Gulf coast lines; St. Louis, Brownsville & Mexico Railway Co.; Orange & Northwestern Railroad Co.  
 Houston Belt & Terminal Railway Co.  
 Illinois Central Railroad Co.; Yazoo & Mississippi Valley Railroad Co. (including Alabama & Vicksburg Railway and Vicksburg, Shreveport & Pacific Railway).  
 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; Mineral Range Railroad.  
 Minnesota & International Railway Co.; Big Fork & International Falls Railway Co.  
 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.

Rio Grande Southern Railroad Co.  
 St. Joseph Belt Railway Co.  
 St. Paul Bridge & Terminal Railway.  
 St. Louis-San Francisco Railway Co.; St. Louis, San Francisco & Texas Railway Co.; Paris & Great Northern Railroad Co.; Fort Worth & Rio Grande Railway Co.; Brownwood North & South Railroad Co.; Birmingham Belt Railroad Co.  
 St. Louis Southwestern Railway Co.; St. Louis Southwestern Railway Co. of Texas, leased, operated, and independent lines.  
 Sioux City Terminal Railway Co.  
 Southern Pacific Co., Pacific system.  
 Southern Pacific lines, Texas and Louisiana; Houston & Texas Central Railroad Co.; Galveston, Harrisburg & San Antonio Railway Co.; Texas & New Orleans Railroad Co.; Louisiana Western Railroad Co.; Morgan's Louisiana & Texas Railroad & Steamship Co.; Iberia & Vermilion Railroad Co.; Houston East & West Texas Railway Co.; Houston & Shreveport Railroad Co.  
 Spokane, Portland & Seattle Railway Co.; Oregon Trunk Railway; Oregon Electric Railway Co.; United Railways Co.  
 Terminal Railroad Association of St. Louis; St. Louis Merchants Bridge Terminal Railway; East St. Louis Connecting Railway; St. Louis Transfer Railroad.  
 Texas & Pacific Railway Co.; Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans.  
 Trinity & Brazos Valley Railway Co.  
 Union Pacific system; Union Pacific Railroad Co.; Oregon Short Line Railroad Co.; Oregon-Washington Railroad & Navigation Co.; Los Angeles & Salt Lake Railroad Co.; St. Joseph & Grande Island Railway Co.  
 Union Stock Yards Co., of Omaha (Ltd.).  
 Wabash Railway Co.  
 Western Pacific Railroad Co.

## AWARD

*Dated.*—December 17, 1927.

*Effective date.*—August 1, 1927.

*Life of.*—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' written notice by any individual management or committee desiring changes.

*Where filed.*—United States District Court Northern District of Illinois, Eastern Division, Chicago, Ill.

*Digest.*—A majority decision of the board of arbitration awarded as follows:

"*Request No. 1.*—Except as otherwise provided herein, existing rates of pay for firemen, helpers, hostlers, and outside hostler helpers shall be increased \$1 per day.

"*Award.*—Rates of pay for firemen in road passenger service increased 30 cents per day and the rates of pay of all other employees involved increased 35 cents per day.

"*Request No. 2.*—In road service on steam, electric, or other power weighing 250,000 pounds and over on drivers and on mallet engines, existing rates of pay shall be increased \$1.25 per day.

"*Award.*—Request denied, except as indicated in award on Request No. 1.

"*Request No. 3.*—Gradations on locomotives, according to weights on drivers, to be extended to 550,000 pounds and over in freight service, with an additional increase of 25 cents per day to be applied for each 50,000 pounds above 250,000 pounds on drivers.

"*Award.*—Request denied.

"*Request No. 4.*—The weight on all other power-driven wheels will be added to the weight on drivers of locomotives that are equipped with boosters, and the weights produced by such increased weights shall fix the rates for the respective classes of service.

"*Award.*—Request granted.

"*Request No. 5.*—In all passenger service the earnings from mileage, overtime, or other rules applicable for each day service is performed shall be not less than \$6.25 for firemen.

"*Award.*—\$5.55 allowed."

CERTAIN CARRIERS IN SOUTHEASTERN TERRITORY AND THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

(Arbitration hearings begun January 3, 1928)

## PARTIES INVOLVED

*Employees.*—Approximately 5,900 engineers represented by the Brotherhood of Locomotive Engineers.

*Carriers.*—Fifteen. (Atlantic Coast Line Railroad Co.; Central of Georgia Railway Co.; Charleston & Western Carolina Railway Co.; Chesapeake & Ohio Railway Co.; Clinchfield Railroad Co.; Florida East Coast Railway Co.; Georgia Railroad; Louisville & Nashville Railroad Co.; Louisville, Henderson & St. Louis Railway Co.; Nashville, Chattanooga & St. Louis Railway; Norfolk Southern Railroad Co., steam service only; Norfolk & Western Railway Co.; Richmond, Fredericksburg & Potomac Railroad Co.; Winston-Salem South-bound Railway Co.; Jacksonville Terminal Co.)

## AWARD

*Dated.*—February 4, 1928.

*Effective date.*—September 1, 1927 (see following).

*Life of.*—Not specified in award. Agreement to arbitrate provides that award shall be effective as of September 1, 1927, and shall continue in force for the period of one year from said date 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, Washington, D. C.

*Digest.*—The questions submitted to the board of arbitration, composed of six members, and the award thereon, follow:

*"Request No. 1.*—An increase of 15 per cent in all classes of service, including differentials, arbitrarties, and special allowances, and that the present minimum granted in passenger service be increased 15 per cent.

*"Award.*—Increase of  $6\frac{1}{2}$  per cent based on the present scale of wages in all classes of service.

*"Request No. 2.*—Mallet rate for 3-cylinder steam and electric locomotives.

*"Award.*—Request disallowed.

*"Request No. 3.*—That there be added to the freight locomotive classification the following: Mallet engines and engines carrying mallet rates of over 275,000 pounds on drivers, a differential of 25 cents for each additional 50,000 pounds on drivers and on other engines a differential of 25 cents for each 50,000 pounds over 350,000 pounds on drivers.

*"Award.*—Request disallowed.

*"Request No. 4.*—When boosters are attached to tenders the weight of the tender shall be added to the weight on drivers of locomotives and the total weight so produced shall fix the rate for the respective classes of service.

*"Award.*—When a locomotive leaves a terminal with booster in condition to operate, the weight on drivers shall be determined by adding the tractive effort of the booster to the tractive effort on the locomotive, and establish new weight on drivers proportionate to the increased tractive effort.

*"Example.*—Locomotive without booster weighs 224,000 pounds on drivers, with tractive effort of 47,500 pounds. Tractive effort equals 21.2 per cent of weight on drivers. Booster adds 10,000 pounds to the tractive effort, making total tractive effort 57,500 pounds. 57,500 pounds is 21.2 per cent of 271,000 pounds, the new weight on drivers."

(NOTE.—The two arbitrators chosen by the brotherhood filed joint opinion, dissenting from the majority award.)

Subsequent to the foregoing award a difference arose between the parties as to whether or not the general increase awarded applied or was intended to apply to "differentials, arbitrarties, special allowances, and the present minimum guaranty in passenger service." The board of arbitration was reconvened, and under date of April 20, 1928, a majority thereof rendered the following interpretation:

"It was the intention and purpose of the board of arbitration simply to award a general increase in the basic rate of pay of the engineers in the service of the designated railroads, based on the present scale of wages in all classes of the service, with no change to be made or increase allowed in any of the existent differentials, arbitrarties, special allowances, or the present minimum passenger guaranty."

(NOTE.—The two arbitrators chosen by the brotherhood jointly dissented from the foregoing majority interpretation.)

THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY; THE NASHVILLE  
TERMINALS; AND THE BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

(Arbitration hearings begun June 4, 1928)

PARTIES INVOLVED

*Employees.*—Approximately 77 signal department employees represented by the Brotherhood of Railroad Signalmen of America.

*Carriers.*—Two. (Nashville, Chattanooga & St. Louis Railway and Nashville Terminals.)

AWARD

*Dated.*—June 21, 1928.

*Effective date.*—March 29, 1928.

*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.

*Where filed.*—United States District Court, Nashville Division, Middle District of Tennessee.

*Digest.*—A majority decision of the arbitration board, composed of three members, granted increases in rates of pay, as follows:

"That the pay of signalmen and signal maintainers be increased from 74 cents an hour to 78 cents an hour.

"That the pay of assistant signalmen and assistant signal maintainers, covering their respective periods of service, from the first period at 51 cents to and including the eighth period at 65 cents per hour, shall be increased by 3 cents per hour.

"That the pay of signal helpers be increased from 49 cents an hour to 52 cents an hour.

"That the proof is not sufficient to justify the classification of relay repairmen as leading signalmen."

NOTE.—The arbitrator chosen by the carriers did not sign award, neither did he file opinion dissenting therefrom.

EMERGENCY BOARDS ESTABLISHED UNDER THE RAILWAY LABOR  
ACT, JULY 1, 1927, TO JUNE 30, 1928

Case No. CI-347.

Parties involved:

Carrier—The Kansas City, Mexico & Orient Railway system.

Employees—Engineers, firemen, hostlers, conductors, brakemen, and switchmen.

Date of President's proclamation: April 28, 1928.

Members of emergency board: Hon. Homer B. Dibel, associate justice, Minnesota Supreme Court; Hon. James R. Garfield, attorney and former Secretary of the Interior; Hon. Carl Williams, publisher, Oklahoma Farmer-Stockman; Mr. Arthur Thacher, mining engineer; Dr. Davis R. Dewey, professor of economics, Massachusetts Institute of Technology.

Hearings by emergency board begun May 11, 1928; ended May 17, 1928. Place, Wichita, Kans.

Date of report of emergency board, May 18, 1928.

REPORT OF EMERGENCY BOARD

In re Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Kansas City, Mexico & Orient Railway system. Appointed under section 10 of the railway labor act. File CI-347.

The Emergency Board appointed by the President pursuant to the provisions of the railway labor act and in accordance with the Executive proclamation of April 28, 1928, to investigate and report their findings upon a dispute between the Kansas City, Mexico & Orient Railway system, hereinafter referred to as the Orient or carrier, and certain of its train, engine, and yard service employees, such dispute having not been heretofore adjusted under the provisions of the railway labor act, met at the Broadview Hotel, Wichita, Kans., on May 11, 1928.

The board was composed of James R. Garfield, of Cleveland, Ohio; Carl Williams, of Oklahoma City, Okla.; Arthur Thacher, of St. Louis, Mo.; Davis R.

Dewey, of Cambridge, Mass.; and Homer B. Dibell, of Duluth, Minn. All the members were present, the board was organized, and Homer B. Dibell was chosen chairman.

The following appearances were entered:

For the railway brotherhoods—

R. L. McIntosh, general chairman, Order of Railway Conductors, Orient Lines, 534 West Avenue O, San Angelo, Tex.

J. A. Gannon, vice president, 1148 Lincoln Avenue, St. Louis, Mo., appearing on behalf of Order of Railway Conductors.

U. S. Kent, general chairman, 121 East Truchig Street, San Angelo, Tex., appearing on behalf of Brotherhood of Locomotive Engineers, Kansas City, Mexico & Orient Railroad.

Fay Conner, general chairman, Brotherhood of Locomotive Firemen and Enginemen, Kansas City, Mexico & Orient Railroad, Fairview, Okla.

E. H. Kruse, assistant grand chief engineer, 1118 Brotherhood of Locomotive Engineers Building, Cleveland, Ohio, appearing on behalf of Brotherhood of Locomotive Engineers.

Fred. W. Lewis, vice president, 1914 Railway Exchange Building, St. Louis, Mo., appearing on behalf of Brotherhood of Locomotive Firemen and Enginemen.

S. R. Harvey, vice president Brotherhood of Railroad Trainmen, 3403 South Benton, Kansas City, Mo., appearing on behalf of Brotherhood of Railroad Trainmen.

R. C. Spurrier, general chairman Brotherhood of Railroad Trainmen, 320 North Fern Street, Wichita, Kans., appearing for Brotherhood of Railroad Trainmen.

For the carrier—

W. T. Kemper, president; Clifford Histed, vice president and general counsel, Kansas City, Mo.; E. A. Boyd, general attorney; E. H. Shaufler, general manager; A. J. Cleary, general superintendent; and T. J. Kelly, assistant auditor, Wichita, Kans., appearing for the Kansas City, Mexico & Orient Railway system.

The board was in open daily session from May 11 to May 17, 1928, inclusive. The brotherhoods and the carrier presented their views of the dispute without restriction as to time or method and gave the board all information asked. The board, having investigated in this manner and considered the dispute between the carrier and its employees represented by the four brotherhoods, now reports its findings and transmits therewith a full transcript of all proceedings.

The following findings are presented:

1. That the dispute between the brotherhoods and the carrier relates, first, to the request for the restoration or increase of pay of the employees in the train, engine, and yard service, to the standard rates of pay of Class I carriers in the western territory; and, second, to eight unadjusted claims of individual members of the brotherhoods against the carrier, commonly called grievance claims.

2. That the Orient company was under Federal control until the railroads were restored to private ownership on March 1, 1920, in accordance with the provisions of the transportation act, 1920; that the Orient was subject to the various orders regulating wages issued by the United States Railroad Administration; that after the enactment of the transportation act, 1920, which created the United States Railroad Labor Board, the employees of the Orient here involved were subject to the rates of pay established by the Railroad Labor Board; that the rates of pay were increased in 1920 and decreased in 1921 by decisions 2 and 147 of said board; that in July, 1923, upon application of the Orient company the Railroad Labor Board by its decision 1933 authorized a further decrease in the rates of pay of the train and engine service employees by authorizing rates which were in effect in the year 1920 prior to the issuance of decision 2 of that board; and that this decrease made the Orient rates of pay below the standard paid to members of these brotherhoods on other lines.

That decision 1933, Railroad Labor Board, year 1923, contained a statement in which President Kemper, of the Orient, said in part as follows:

"Any surplus earned over operating expenses, including interest on the receiver's certificates securing the Government loan, which interest is \$150,000 per annum, shall be distributed pro rata among the employees in an amount sufficient to bring them up to the standard wages fixed by the United States Railroad Labor Board, it being distinctly understood that you will receive standard pay for Class I carriers, providing the earnings permit."

At the hearings before this emergency board on May 15, 1928, President Kemper again stated in part:

"I want to state to you just as I think I stated—if I didn't our general manager did, in 1923—I mean every word of this—these gentlemen referred to it; we

made a promise that when we got an opportunity to do so we would pay them the same wages that were paid on other railroads. I want to make that promise right here in my testimony before this commission. There is not anybody connected with this railroad that it would make happier than it would me if I felt we could safely pay these men the demands they are making, but I would not want to pay it just to them. We have a lot of men that have been just as loyal, just as faithful, and just as important toward the saving of this railroad as these men who are here before you to-day."

That the Orient company increased the rates of pay in 1925, but, as this increase was general in the territory through which the carrier operates, it still left the average rates of pay of its train and engine service employees below the standard for the territory; that throughout the hearings before this emergency board it was the announced policy of the carrier to increase the wages of all employees as soon as revenues will permit. The statement is accepted by the board as made in good faith and as one which will be carried out without evasion.

3. That on August 23, 1927, the system representatives of the four transportation brotherhoods served the usual 30-day notice on the representatives of the carrier to open their agreements or schedules and requested an increase in rates of pay to the extent of restoration of the standard rates of pay; that after various conferences the carrier, on November 5, denied the wage request; that grand lodge officers were thereafter assigned to the case; that negotiations were continued at intervals; that on March 26, 1928, the grand lodge officers submitted a strike ballot to the brotherhood employees on this carrier; that the ballot did not provide for submission to the employees of any counterproposals which might be made by the carrier; that the ballot was substantially unanimous in giving the grand lodge officers full power to settle the dispute or call a strike; that on April 10, in conference, the carrier did offer certain increases in rates of pay, less than the amounts asked by the employees. This offer was rejected by the grand lodge officers.

During these negotiations extending over a long period of time there were frequent delays which apparently created friction and made it difficult to arrive at a settlement without resort to Federal agencies established for that purpose.

That on April 18 the grand lodge officers applied to Samuel E. Winslow, chairman of the United States Board of Mediation, and in a telegram asked for mediation as follows:

WICHITA, KANS., April 18, 1928.

The undersigned grand officers of engineers, firemen, conductors, and trainmen, assisted by four committees, have broken off negotiations with management Kansas City, Mexico & Orient Railway on demands for standard wages and settlement of number of grievances. Management declines to join in requesting mediation. Strike vote has been taken and men unanimous in desire to leave service unless satisfactory settlement reached at early date. To fully comply with railway labor act before taking further action we are requesting you get mediator on ground soon as possible, as employees involved are demanding action. Address Lassen Hotel.

E. H. KRUSE.  
J. A. GANNON.  
FRED W. LEWIS.  
S. R. HARVEY.

That the Board of Mediation telegraphed the grand lodge officers that George A. Cook, mediator, would go to Wichita, Kans., to investigate and render such assistance as possible in connection with existing differences; that the mediator arrived in Wichita, Kans., on April 23 and conferred first with the representatives of the employees and then alternating with the representatives of the carrier in daily conferences to and including April 28; that the mediator's efforts were unsuccessful; that following the provisions of the railway labor act the mediator then attempted, on April 26, 1928, to induce the parties to arbitrate the wage question in dispute; that the representatives of the employees expressed an unwillingness to arbitrate; that the representatives of the carrier expressed a willingness to arbitrate; that on the same day the grand lodge officers issued their order for a strike, the order to be effective at 6 p. m. Sunday, April 29; that on April 28, 1928, the President issued a proclamation creating an emergency board to investigate the dispute and to report its findings to the President within 30 days from that date; and that on the same day representatives of the employees and of the carrier expressed their intention to conform to the provisions of the railway labor act by agreeing to make no change in the conditions

out of which the dispute arose for the required period of 30 days after the emergency board shall have submitted its report to the President.

4. That the Orient company before its differences were in mediation offered to increase the rates of pay of the employees represented by the four brotherhoods in an amount which would, it claimed, increase its annual pay-roll expense approximately \$62,000; that this amount is approximately \$47,000 less than the amount asked by the members of the four brotherhoods' employees; that by negotiation with other classes of employees receiving lesser rates of pay increases were mutually agreed upon in such amount that the annual pay roll was increased approximately \$35,000; and that the rate of increase offered the brotherhoods was slightly greater than that negotiated with other classes of employees.

5. That the road ever since its organization in 1900 has often been in desperate financial straits. Its line was projected from Kansas City, Mo., to Topolobampo, a port on the Gulf of California in the Republic of Mexico. The line has been built in three unconnected sections: From Wichita, Kans., to Alpine, Tex.; Marquex, Mexico, to Sandrez, Mexico; Altillo, Mexico, to Topolobampo, the Mexican port. The gap between Alpine, Tex. and Marquex, Mexico, is about 100 miles, of which 84 are in Texas. The gap between the central and western sections is 165 miles.

The corporate organization consists of three corporations organized (a) under the laws of Kansas, operating the lines in Kansas and Oklahoma; (b) under the laws of Texas, operating the lines in Texas; and (c) under the laws in Mexico, operating its properties in that country. The Kansas corporation owns and controls the other companies and the properties have always been managed as a unit.

The financial history of the enterprise is one of heavy loss and constant difficulty. It has been through two receiverships and reorganizations, the first during 1912-1915, the second during 1917-1927. The final proceedings in the recent receivership are now before the Federal court. The plan of reorganization was fully considered by the Federal court in the case of Trustees Corporation (Ltd.) v. Kansas City, Mexico & Orient Railway Co., 18 F. (2d) 764. The plan was found fair and approved by the court.

6. That the Orient is an interstate carrier having a line from Wichita, Kans., passing through western Oklahoma and terminating, for its American line of 737 miles, at Alpine, Tex.; that it taps an extended section of southwest Texas and some counties in Oklahoma not conveniently served by any other carrier; that the railway is a poorly constructed road and for years has been under-maintained in spite of what appears to have been skillful management; that it has not had sufficient income for operations nor capital for betterments; that no other company has been connected with it or interested to give it financial support; that there is built up along the line a large population dependent on it for essential transportation service; that in the opinion appended to the decision of the Railroad Labor Board in 1923 and signed by its chairman this statement appears in part as indicating the natural condition of the country traversed, the condition of the carrier as it then existed, and the reasons for the permission then given the carrier to decrease the employees rates of pay:

"Along its line industries of many kinds have gained a foothold, though the development is mainly agricultural. Like many other railroads which have been thrust by daring men into these expansive, virgin domains of the West, this carrier is going through a period of financial hardships.

"The enormous deficits which it has piled up year after year now threaten to force its suspension. This would be a calamity to the general public which it serves and to the men whom it employs. The matter is of such grave concern that the governors of three States have conferred in regard to it and the people have held public meetings. The Interstate Commerce Commission has loaned the carrier money and has issued certain orders designed to increase its revenues. States and counties have temporarily waived the collection of its taxes."

That there has been a marked increase since 1923 in the traffic in cotton, cottonseed, livestock and livestock products; that the discovery of oil fields in southwest Texas has resulted in large additional outbound traffic in oil and in large additional inbound traffic in oil-field supplies, in building materials, and in other commodities to satisfy the needs of a rapidly growing oil-field population; that this additional income now enables the carrier to begin to fulfill its 1923 promise of wage adjustments to its employees; that the evidence fails to show that the present oil-field traffic can be measured in terms of permanent annual revenue or that it will at all increase; that in fact it is likely to decrease because



of the building of pipe lines for the transportation of oil from a proven field; and that therefore the revenues of the carrier are still in a precarious condition.

7. That a stoppage of the operations of the Orient would be a substantial interference with interstate commerce; that it would result in depriving a large number of citizens in Kansas, Oklahoma, and Texas who have settled along the line or in tributary country from essential railway transportation; and that it is of vital public interest that this service be maintained.

8. That the employees, in the hearing before the emergency board, based the rates of pay, covered by their demand, upon the award of the Chicago arbitration of the western carriers with the conductors and trainmen rendered in May, 1927; while the carrier claims that it is governed by the decision of the Labor Board of 1923 under which it was authorized to pay substandard rates. In the opinion of the board this carrier was not a party to nor is it bound by the award of the Chicago arbitration, but that the carrier is now and in the future morally bound by its promise, made in connection with Railroad Labor Board's decision 1933, to restore standard rates of pay to its brotherhood employees and, as nearly as such standards can be determined, to all other of its employees as soon as operating revenues will permit.

9. That in view of the accumulated financial difficulties of the carrier and inadequate earnings to meet current needs of maintenance, the carrier is not at present justified in paying rates of wages, to the employees represented by the four brotherhoods, higher than the advances now proposed by the carrier, having due regard to the maintenance of the road and the equitable compensation of employees in other branches of service.

10. That the four brotherhoods are not justified under the circumstances stated in carrying out their strike order and should either accept the advances offered them, or they should arbitrate their wage dispute under the railway labor act; and if they accept the increase offered it should be made effective by the carrier from April 16, 1928, the date on which increases to other employees took effect.

11. That the railway labor act contemplates, as an important instrumentality in its administration, the establishment of boards of adjustment for the settlement of grievances and provides for their creation by subdivision 1 of section 3; that in subdivision 2 of the same section it provides that in lieu thereof the carrier and its employees may adopt such agreement as they choose for the settlement of disputes; that the four brotherhoods are members of the regional boards of adjustment now functioning for the employees represented by them; that these boards were created in three of the four regions some years ago by mutual agreement between a large number of carriers and the four brotherhoods and are the outgrowth of many years of uninterrupted contractual relationship between the parties; that these boards decide disputes arising out of grievances or out of the interpretation or application of the complicated and technical agreements concerning rates of pay, rules, or working conditions not adjusted by the parties in conference; that it is essential in the interests of peace and harmony under the railway labor act that the carriers having so-called standard rules governing working conditions in train and engine service should provide an avenue for the settlement of unsettled grievance claims with these organizations which, by their contracts or agreements in effect with practically all carriers in each region, are automatically members of regional adjustment boards when created; that the Orient company does not belong to such a board; that there is functioning with headquarters at St. Louis, Mo., the Southwestern Train Service Board of Adjustment; that the brotherhoods are members thereof; that though the carrier offered to take the eight grievance cases involved in the present dispute to this board it has thus far refused to become a member; that it has proposed to the brotherhoods a form of agreement pursuant to subdivision 2; that they declined it; that they are justified in declining it; that the carrier is not justified in refusing to become a member of the Southwestern Board of Adjustment; that it should become a member forthwith; that such board would care for the eight unadjusted grievances of which the brotherhoods are now complaining, and of future grievances; and that it is not the province of this emergency board to determine the merits of the individual cases.

Respectfully submitted.

HOMER B. DIBELL.  
JAMES R. GARFIELD.  
CARL WILLIAMS.  
ARTHUR THACHER.  
DAVIS R. DEWEY.

TABLE 3.—*Settlements by organizations*

| Organizations                                                                                      | Settled by mediation | Settled by arbitration | Withdrawn | Not accepted for mediation |
|----------------------------------------------------------------------------------------------------|----------------------|------------------------|-----------|----------------------------|
| Clerks, Freight Handlers, Express and Station Employees, Brotherhood of Railway and Steamship..... | 15                   | 3                      | 8         | 0                          |
| Clerks, Great Northern Association.....                                                            | 0                    | 0                      | 1         | 0                          |
| Cooks, Dining Car.....                                                                             | 1                    | 0                      | 0         | 0                          |
| Conductors, Order of Railway.....                                                                  | 11                   | 0                      | 0         | 1                          |
| Conductors, Dining Car.....                                                                        | 0                    | 0                      | 1         | 0                          |
| Conductors, Order of Sleeping Car.....                                                             | 1                    | 0                      | 0         | 1                          |
| Dispatchers, American Train, Association.....                                                      | 11                   | 0                      | 8         | 0                          |
| Engineers, Brotherhood of Locomotive.....                                                          | 13                   | 1                      | 12        | 1                          |
| Engineers, Marine Beneficial Association.....                                                      | 4                    | 0                      | 0         | 0                          |
| Firemen and Enginemen, Brotherhood of Locomotive.....                                              | 11                   | 1                      | 11        | 0                          |
| Firemen, Florida East Coast Association.....                                                       | 0                    | 0                      | 1         | 0                          |
| Firemen, Marine, Oilers and Water Tenders.....                                                     | 1                    | 0                      | 1         | 0                          |
| Knights of Labor, Order of.....                                                                    | 1                    | 0                      | 0         | 0                          |
| Maintenance of Way Employees, Brotherhood of.....                                                  | 15                   | 0                      | 9         | 0                          |
| Masters, Mates, and Pilots.....                                                                    | 1                    | 0                      | 0         | 0                          |
| Patrolmen, Yard.....                                                                               | 0                    | 0                      | 1         | 0                          |
| Railway Employees Department, American Federation of Labor (shopcraft).....                        | 0                    | 2                      | 0         | 0                          |
| Shopcraft Protective League.....                                                                   | 4                    | 0                      | 1         | 0                          |
| Signalmen, Brotherhood of Railroad of America.....                                                 | 5                    | 2                      | 4         | 0                          |
| Station Employees, Brotherhood of Railroad.....                                                    | 3                    | 0                      | 0         | 0                          |
| System Trades Council of New York, New Haven & Hartford Railroad.....                              | 0                    | 0                      | 1         | 0                          |
| Telegraphers, Order of Railroad.....                                                               | 18                   | 5                      | 6         | 0                          |
| Trainmen, Brotherhood of Railroad.....                                                             | 11                   | 0                      | 0         | 1                          |
| Yardmasters of America, Railroad.....                                                              | 1                    | 0                      | 1         | 0                          |
| Total.....                                                                                         | 87                   | 14                     | 46        | 4                          |
| Less correction for duplicated submissions, where two or more organizations joined.....            | -3                   | -0                     | -1        | -2                         |
| Total cases settled.....                                                                           | 84                   | 14                     | 45        | 2                          |

<sup>1</sup> Cases where two or more organizations joined.

## GENERAL

We stated in our last annual report that "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 almost wholly 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."

The railway labor act imposes alike upon all carriers and employee groups the duty to make and maintain agreements concerning rates of pay, rules, and working conditions and to settle between themselves and with all expedition differences arising therefrom. It is apparent that both carriers and organizations representing employees are endeavoring more and more to dispose of differences through direct negotiation and without resort to governmental assistance. Exclusive of grievance adjustments, regarding which no data is available, incomplete reports indicate that since the enactment of the railway labor

act more than 600 direct and voluntary settlements have been made by the parties involving the adjustment of wages and rules governing working conditions. Many of these settlements doubtless have been materially assisted through the influence of conclusions previously reached in respect of other proceedings under the provisions of the railway labor act.

In a field of industry wherein technical and practical features are so numerous it is but natural that it should be difficult and in some instances impossible to arrive at conclusions involving the expenditure of large amounts of money to the entire satisfaction of all parties involved. There has been during the year some, but decreasing, resistance to the submission of disputes to mediation. There has, however, been definite and discouraging objection to entering into agreements to arbitrate as clearly contemplated in the law, the passage of which was advocated and subscribed to before Congress by representatives of employee and carrier organizations—proponents of the railway labor act. In the opinion of our board this is due in a measure to different conceptions as to the intent of certain provisions of the law, and also to varying established policies or to a changed attitude on the part of either or both parties in dealing with their industrial problems.

The creation of adjustment boards to dispose of grievance matters as contemplated in the law has been retarded by reason of the complexity of the problem and the absence of any coherent plan generally acceptable to all those immediately concerned. The carriers, employee organizations, and the Board of Mediation are giving earnest consideration to this question.

Congress in its legislation affecting railroad labor relations recognized the interests of the public, the carriers, and their employees. In practice we have frequently noted within these several groups differences of opinion in respect of certain questions. While no adverse criticism of such healthy and proper differences of opinion is intended, the condition is nevertheless mentioned to emphasize the complicated nature of problems constantly before our board and the need for deliberate consideration to the end that progress toward their solution can be made along substantial lines.

When disputes between carriers and their employees are not settled through mediation proceedings, the law directs that "the said board shall at once endeavor as its final required action \* \* \* to induce the parties to submit their controversy to arbitration," and provides for the establishment of an arbitration board to be composed of three or six members as the parties may determine. One-third of the members of such board are known as neutrals, one-third are representatives of the carrier interests, and one-third representatives of the employees. The neutrals are selected and appointed to represent the public. The neutral members of an arbitration board may be chosen by the party arbitrators designated or failing such they are appointed by the Board of Mediation.

For the most part the party arbitrators have failed to agree upon neutrals and the Board of Mediation has been obliged to make the selection. Because of the attitude of one or both parties toward persons nominated by the parties involved for selection as neutral arbitrators it is quite difficult to find acceptable and competent persons willing to serve as such. The Board of Mediation has been

able, however, to secure the services of outstanding men of the country and arbitrations have been dignified and benefited by their participation. Those who have been appealed to and appointed by the board have recognized the importance of such public service and have come to serve from a high appreciation of public duty.

The arbitration awards have apparently been accepted by the public with satisfaction. There has been no significant complaint about the arbitration system as bearing upon the sum total of the awards, although there have been, as would be natural, criticisms of this, that, or the other award by that party which has not obtained what it desired through arbitration.

The railway labor act on the 30th of June, 1928, had been actively administered in the field for 23 months, during which time cases and experiences had been sufficiently numerous and comprehensive to warrant an opinion as to the results, pro and con, to the railroads and the employees and particularly to the public. The Board of Mediation believes that the credit side of the account is far greater than the debit, if, indeed, any important debit items can be found when considering the workings of the law broadly viewed.

Experience already accumulated is sufficient to indicate the existence of some difficulties in mediation and arbitration of cases under the provisions of the law if interpreted with extreme technicality, but the instances wherein such difficulties have arisen have been relatively few and are constantly growing less in number and variety. It would be only rarely that there need be any failure to proceed under the law as to any reasonable question arising between carriers and employees if the parties involved were to be controlled by the spirit of the law, as the public has a right to feel should be the case, in view of the nature of the advocacy and subscription to the intentions, purposes, and predicted accomplishments held out by the proponents to Congress and the public.

