

Annual Report of the  
United States Board  
of Mediation ~ 1929



Annual Report  
OF THE  
United States  
Board of Mediation



For the Fiscal Year  
ended June 30  
1929



UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON - 1929

UNITED STATES BOARD OF MEDIATION MEMBERS, 1929

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EDWIN P. MORROW. Term expires 1929.

SAMUEL E. WINSLOW, *Chairman*. Term expires 1930.

JOHN WILLIAMS. Term expires 1931.

G. WALLACE W. HANGER. Term expires 1932.

OSCAR B. COLQUITT. Term expires 1933.

GEORGE A. COOK, *Secretary*

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## LETTER OF TRANSMITTAL

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BOARD OF MEDIATION,  
OFFICE OF THE CHAIRMAN,  
*Washington, D. C., November 1, 1929.*

*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 third annual report of the Board of Mediation for the fiscal year ended June 30, 1929.

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





# THIRD ANNUAL REPORT OF THE BOARD OF MEDIATION

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## 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.

## STATEMENT OF THE BOARD

It is the opinion of the Board of Mediation that the industrial relations between the employees and carriers comprehended in the railway labor act are marked by manifestations of good feeling, respect, and interest on the part of all those connected therewith. The common aim appears to be a desire to work out problems on the basis of promptness and fairness. There seems to be no outstanding evidence of the injection of industrial or commercial politics in the transaction of business between employees and employers so far as our board through its participation is able to observe.

Many of the questions arising are, of course, difficult of settlement, but this is not unlike situations noticeable in commercial transactions generally. Whereas employees and carriers may have appeared in the past to consider industrial relations on railroads as a thing apart from relations in other industrial lines and so impossible of comparability, there are abundant evidences to-day of the recognition of underlying principles, human and economic, which should and do bear on such relationship in railroads as well as elsewhere.

Every commercial activity has its own peculiar and specific characteristics and problems. Such have to be adjusted ultimately with a recognition of the particular features of each and every commercial line of endeavor, whether the industry affected is textile, mechanical, mercantile, or connected with transportation. In each succeeding year of the three years during which the railway labor act has been in force the Board of Mediation has noticed a constant and cumulative broadening of viewpoint as reflected by those representing the interests of employees and employers who come under the administration of the law.

We feel that there is substantial warrant for an acknowledgment of a fulfillment in large measure up to this time of the prophecies and assurances made by the proponents of the railway labor act in their utterances to the public and to the Congress of the United States as affecting the consideration and passage of the Watson-Parker bill, i. e., the railway labor act. Never in the history of our country has railway transportation been more harmoniously performed and conducted than now and never before so efficiently in the interest of everybody.

## ARBITRATION AND EMERGENCY BOARDS

The railway labor act provides for arbitrations and for party arbitrators, so called, appointed by each side in interest. These arbitrators may be and generally have been selected from persons in some way associated with one or the other side participating in an arbitration proceeding. One or two other arbitrators, as the case may be in accordance with the railway labor act, known as neutral arbitrators, must also be selected either by the party arbitrators already named or, in the event of such arbitrators failing to make an appointment, by the Board of Mediation. The conclusions and awards of these arbitration boards have been most generally accepted with approval throughout the country. The railway labor act also provides for the appointment of emergency boards by the President to investigate situations which might likely lead to a sudden and harmful interruption of interstate commerce. There have been three such boards.

The people of the country should appreciate highly the services of those persons who have served in the execution of the provisions of the railway labor act in the capacity of arbitrators or members of emergency boards. Those who have served as neutral arbitrators or as members of emergency boards, being required by law to be wholly disassociated with transportation interests, have undoubtedly been actuated so to do more by a sense of public duty than by any other consideration. Those thus serving are generally called upon at short notice to perform work requiring close and hard application and combined judicial and commercial ability. When they undertake their duties they never know how long they will be obliged to serve, but their accomplishments, as viewed from experience thus far, have been great and widespread in effect.

## THE WORK OF THE BOARD

Of the 428 cases involving rates or pay, rules, and working conditions submitted to our board, 385 had been disposed of by June 30, 1929; 129 of these were acted upon during the fiscal year covered by this report. Of these 129 cases, 46 were settled through mediation, 10 were submitted to arbitration, 37 were withdrawn through mediation, 6 were withdrawn without mediation consideration, and 30 were closed by action of the board. At the end of the year 9 out of the 10 cases submitted to arbitration had been concluded. (Details regarding settlements appear in tabular form hereafter.) At the end of the year 43 of the total of 428 cases received remained unsettled. Of this number, 41 had been assigned for mediation and 2 had not been so assigned.

During the fiscal year ended June 30, 1929, the board received 37 applications for its services in the adjustment of grievances which had not been decided by the appropriate adjustment board by which they had been considered. This made a total of 69 such cases received by the board since its creation.

Of the 69 grievance cases herein referred to as having been submitted to our board, 45 had been disposed of during the year covered by this report. Of the remaining cases before the board, 19 had been assigned for mediation and 6 remained unassigned.

In our report of 1928 the following appeared:

The consideration of grievance matters by the Board of Mediation, as provided by 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.

During the past year this condition has been improved by the voluntary action of the parties in interest.

### COMPARATIVE FINANCIAL STATEMENT FOR YEARS 1927-28 AND 1928-29

	Fiscal year 1927-28	Fiscal year 1928-29
<b>APPROPRIATIONS</b>		
Salaries and expenses, Board of Mediation.....	\$237,000.00	\$215,102.00
Printing and binding, Board of Mediation.....	3,000.00	2,800.00
Salaries and expenses, arbitration boards.....	100,000.00	80,000.00
Emergency boards, railway labor act.....	50,000.00	50,000.00
Total.....	390,000.00	347,902.00
<b>EXPENDITURES</b>		
Salaries, Board of Mediation.....	151,388.01	147,703.05
Rent of quarters.....	13,761.12	12,540.48
Expenses incident to travel.....	20,102.69	15,865.73
Printing and binding.....	1,308.70	1,266.11
Other operating expenses.....	5,505.06	4,819.97
Expenses of arbitration boards.....	77,362.50	31,642.70
Expenses of emergency boards.....	4,759.62	28,653.39
Total.....	274,187.70	242,491.43
Unexpended balance, all funds.....	115,812.30	105,410.57
Total.....	390,000.00	347,902.00

NOTE.—Expenditures for the year 1926-27, because of organization expenses and short year's work, are not properly comparable with expenditures for the full years 1927-28 and 1928-29.

### ORGANIZATION

Members of the Board of Mediation, five in number, are appointed by the President by and with the advice and consent of the Senate. The terms of office (except in case of vacancy occurring) are for five years. 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 members and their secretaries, comprises the office of the secretary, the division of administration, and three technical divisions—an administrative and clerical staff of 21 employees, making a total force of 31.

### OFFICE OF THE SECRETARY

Administration of the affairs of the board, and subject to its direction, is in charge of the secretary. This work is divided generally as follows:

Administrative division.

Technical division A (matters relating to clerks, telegraphers, dispatchers).

Technical division B (matters relating to shopmen, signalmen, maintenance of way).

Technical division C (matters relating to train and engine service).

Heads of technical divisions have been designated for field work as mediators as the need for such service has appeared.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1928, to June 30, 1929

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Closed by—	Date closed
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
CI-7	1926 July 15	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Kansas City Southern Ry. Co.	766	Clerical employees	1,000	1926 Aug. 25	Kansas City, Mo.	Board action <sup>1</sup>	1928 July 12
C-12	July 21	.....do.....	American Train Dispatchers Association with Western Maryland Ry. Co.	691	Train dispatchers	1		Baltimore, Md.	.....do. <sup>1</sup> .....	Do.
C-13	July 23	.....do.....	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with Western Maryland Ry. Co.	691	Engine service	360		do	.....do. <sup>1</sup> .....	Do.
C-39	Sept. 1	.....do.....	Brotherhood of Dining Car Conductors with Southern Pacific Co. (Atlantic and Pacific systems.	13,616	Dining-car conductors	103	1927 Sept. 8	San Francisco, Calif.	Mediation	1929 Feb. 13
CI-46	Sept. 8	.....do.....	Order of Railroad Telegraphers with Baltimore & Ohio Railroad System and American Railway Express Co.	5,548	Station, tower, and telegraph.	1,753		Baltimore, Md.	Board action <sup>1</sup>	1928 July 12
CI-69	Sept. 15	.....do.....	American Train Dispatchers Association with Erie R. R. Co.	2,451	Train dispatchers	118	1929 Jan. 14	New York, N. Y.	Withdrawn <sup>1</sup>	1929 Feb. 20
C-64	Sept. 20	.....do.....	American Train Dispatchers Association with Missouri Pacific R. R. Co.	7,461	.....do.....	105	1927 Mar. 7	St. Louis, Mo.	.....do. <sup>1</sup> .....	1928 Sept. 28
CI-66	Sept. 21	.....do.....	Independent Brotherhood of Steam and Electrical Engineers and Assistants with New York, New Haven & Hartford R. R. Co.	2,141	Steam and electrical engineers.	10	March	Boston, Mass.	Board action <sup>1</sup>	July 12
C-70	Sept. 23	.....do.....	American Train Dispatchers Association with Missouri Pacific R. R. Co.	7,461	Train dispatchers	105	Mar. 7	St. Louis, Mo.	.....do. <sup>1</sup> .....	1929 May 17
CI-73	Sept. 27	.....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Pennsylvania R. R.	10,493	Tallymen, truck loaders, and truckmen.	100	Jan. 11	Philadelphia, Pa.	.....do. <sup>1</sup> .....	1928 July 12
C-90	Oct. 8	.....do.....	American Train Dispatchers Association with Pittsburgh & Lake Erie R. R. Co.	231	Train dispatchers	13	June 6	Pittsburgh, Pa.	.....do. <sup>1</sup> .....	1929 May 17

CI-95	Oct. 9	-----do-----	National Organization of Masters, Mates, and Pilots of America (Local No. 40) with Southern Pacific Co. (Pacific system).	-----	Masters, mates, pilots.	25	1926 Dec. 13	San Francisco, Calif.	-----do. <sup>1</sup> -----	1928 July 12
C-100	Oct. 11	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with New York, Chicago & St. Louis R. R. Co.	1,696	Clerical employees	2,500	1928 Aug. --	Cleveland, Ohio.	Arbitration	1929 June 8
CI-107	Oct. 19	-----do-----	Brotherhood of Sleeping Car Porters with the Pullman Co.	126,839	Pullman porters	10,865	1927 Nov. 30	Chicago, Ill.	Board action <sup>1</sup>	1928 July 12
CI-116	Oct. 28	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express, and Station Employees with Pennsylvania R. R.	10,493	Clerical employees	32,982	Jan. 11	Philadelphia, Pa.	-----do. <sup>1</sup> -----	Do.
C-119	Nov. 4	-----do-----	Brotherhood of Maintenance of Way Employees with Bangor & Aroostook R. R. Co.	614	Maintenance-of-way employees.	30	June 22	Bangor, Me.	-----do. <sup>1</sup> -----	Do.
CI-156	1927 Jan. 8	-----do-----	Railway Employees Department, American Federation of Labor, with Minneapolis & St. Louis R. R. Co.	1,628	Shopmen	1,097	Feb. 14	Minneapolis, Minn.	Withdrawn <sup>4</sup>	Nov. 8
CI-158	..do-----	-----do-----	Brotherhood of Railroad Signalmen of America with the Delaware & Hudson Co.	900	Signalmen	111	July 12	Albany, N. Y.	Board action <sup>1</sup>	July 12
CI-168	Jan. 26	-----do-----	Railway Employees Department, American Federation of Labor, with Chicago & Alton R. R. Co. <sup>2</sup>	1,052	Shopmen	1,698	1928 Sept. 10	Chicago, Ill.	Withdrawn <sup>4</sup>	Oct. 6
C-169	Jan. 28	-----do-----	Order of Railroad Telegraphers with Chicago, & Eastern Illinois Ry. Co.	945	Station, tower, and telegraph.	351	July 25	-----do-----	Mediation	Aug. 29
CI-173	Jan. 31	-----do-----	National Association of Railway Mechanics, Helpers, and Freight Handlers with American Railway Express Co.	5,548	Shopmen	27	1929 Feb. 25	New York, N. Y.	Board action <sup>1</sup>	1929 May 17
C-179	Feb. 12	-----do-----	International Association of Machinists with American Railway Express Co.	5,548	Automobile mechanics	500	1928 Feb. 17	-----do-----	Withdrawn <sup>4</sup>	Apr. 22
CI-197	Mar. 18	-----do-----	International Association of Machinists with Missouri Pacific R. R. Co.	7,461	Machinists and helpers.	31	1927 May 11	Kansas City, Mo.	Board action <sup>1</sup>	1928 July 12
C-200	Mar. 21	-----do-----	Brotherhood of Railroad Signalmen of America with Southern Pacific Lines in Texas and Louisiana.	4,729	Signalmen	250	June 2	Houston, Tex.	-----do. <sup>1</sup> -----	Do.
CI-220	Apr. 11	-----do-----	American Federation of Railroad Workers with Boston & Maine R. R.	2,082	Shopmen	50	1929 Jan. 5	Boston, Mass.	Board action <sup>1</sup>	1929 May 20

<sup>1</sup> The board retired case from active consideration.<sup>2</sup> The board closed its file.<sup>3</sup> Withdrawn after mediation instituted.<sup>4</sup> Withdrawn before mediation instituted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1928, to June 30, 1929—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Closed by—	Date closed
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-231	1927 Apr. 25	Employees..	Brotherhood of Maintenance of Way Employees with Monongahela Ry. Co.	171	Maintenance of way employees.	439	1928 July 18	Pittsburgh, Pa....	Withdrawn <sup>1</sup>	1928 Aug. 31
CI-232	Apr. 27	....do....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Canadian National Railways (Grand Trunk lines in the United States).	992	Clerical employees....	1,400	Aug. 26	Montreal, Canada....	....do. <sup>3</sup> .....	Oct. 8
C-238	May 6	....do....	National Organization Masters, Mates, and Pilots of America with Erie R. R. Co.	-----	Masters, mates, pilots.	20	1929 Feb. 15	New York, N. Y....	....do. <sup>3</sup> .....	1929 Feb. 18
C-239	....do....	....do....	National Organization Masters, Mates, and Pilots of America with Pennsylvania R. R. Co.	-----	....do....	25	1928 Oct. 30	....do....	....do. <sup>3</sup> .....	Do.
CI-242	May 14	....do....	International Brotherhood of Electrical Workers with Illinois Central system lines.	7,044	Electrical workers....	418	1927 June 11	Chicago, Ill.....	Board action <sup>1</sup>	1928 July 12
C-248	June 3	Joint.....	Order of Railroad Telegraphers with Boston & Albany R. R. Co.	407	Station, telegraph, and tower.	286	1928 Aug. 15	Boston, Mass.....	Mediation....	Aug. 20
C-250	June 4	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Atchison, Topeka & Santa Fe Ry. Co.	15,556	Clerical employees....	600	1927 Sept. 7	Chicago, Ill.....	Board action <sup>1</sup>	1929 June 7
C-260	June 30	....do....	Brotherhood of Maintenance of Way Employees with Fort Smith & Western Ry. Co.	250	Maintenance of way employees.	100	Sept. 22	Fort Smith, Ark..	Withdrawn <sup>1</sup>	Mar. 14
C-264	July 7	....do....	Brotherhood of Railroad Signalmen of America with Chicago, Indianapolis & Louisville Ry. Co.	650	Signalmen.....	40	-----	Chicago, Ill.....	....do. <sup>3</sup> .....	Apr. 11
CI-276	Aug. 18	....do....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Ry. Co.	8,053	Clerical employees....	6,500	1928 Aug. 4	Washington, D. C.	....do. <sup>3</sup> .....	1928 Aug. 4
C-283	Sept. 1	....do....	Brotherhood of Maintenance of Way Employees with Bangor & Arcoostook R. R. Co.	614	Maintenance of way employees.	30	1927 Sept. 5	Bangor, Me.....	Board action <sup>1</sup>	July 12

CI-286	Sept. 27	.....do.....	Brotherhood of Railway Trackmen of America with Missouri-Kansas-Texas R. R.	1,799	Track laborers.....	2,765	1928 Sept. 19	St. Louis, Mo.....	.....do. <sup>1</sup> .....	1929 May 20
CI-287	Nov. 18	.....do.....	Lighter Captains' Union (Local 996, I. L. A.), with New York, New Haven & Hartford R. R. Co.	-----	Lighter captains.....	124	Oct. 31	New York, N. Y..	Withdrawn <sup>1</sup> .	June 11
C-290	Oct. 27	.....do.....	Railroad Yardmasters of America with Chicago, St. Paul, Minneapolis & Omaha Ry. Co.	1,746	Yardmasters.....	20	Jan. 31	St. Paul, Minn...	Board action <sup>1</sup> .	1928 July 12
C-291	Oct. 7	.....do.....	Order of Railroad Telegraphers with New York, Chicago & St. Louis R. R. Co.	1,696	Station, telegraph, and tower.	646	May 25	Cleveland, Ohio...	Arbitration <sup>4</sup> .	Sept. 18
CI-293	Nov. 9	.....do.....	Order of Railroad Telegraphers with Chicago, Indianapolis & Louisville Ry. Co.	650	.....do.....	13	May 22	Chicago, Ill.....	Withdrawn <sup>1</sup> .	Dec. 1
CI-294	...do....	.....do.....	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen with Denver & Salt Lake Ry. Co.	232	Engine and train service.	100	1927 Nov. 9	Denver, Colo.....	Board action <sup>1</sup> .	July 12
C-296	Nov. 18	.....do.....	Lighter Captains' Union (Local 996, I. L. A.), with Delaware, Lackawanna & Western R. R. Co.	-----	Lighter captains.....	161	1928 Oct. 31	New York, N. Y..	Withdrawn <sup>1</sup> .	1929 June 11
C-297	...do....	.....do.....	Lighter Captains' Union (Local 996, I. L. A.), with New York Central R. R. Co.	-----	.....do.....	304	...do....	.....do.....	.....do. <sup>1</sup> .....	Do.
C-298	...do....	.....do.....	Lighter Captains' Union (Local 996, I. L. A.), with Lehigh Valley R. R. Co.	-----	.....do.....	164	...do....	.....do.....	.....do. <sup>1</sup> .....	Do.
C-299	...do....	.....do.....	Lighter Captains' Union (Local 996, I. L. A.), with Baltimore & Ohio R. R. Co.	-----	.....do.....	69	...do....	.....do.....	.....do. <sup>1</sup> .....	Do.
C-300	...do....	.....do.....	Lighter Captains' Union (Local 996, I. L. A.), with Central R. R. Co. of New Jersey.	-----	.....do.....	76	...do....	.....do.....	.....do. <sup>1</sup> .....	Do.
C-301	...do....	.....do.....	Lighter Captains' Union (Local 996, I. L. A.), with Erie R. R. Co.	-----	.....do.....	146	...do....	.....do.....	.....do. <sup>1</sup> .....	Do.
CI-302	Dec. 3	.....do.....	International Longshoremen's Association with Pere Marquette Ry. Co.	2,244	Longshoremen.....	100	Jan. 18	Detroit, Mich.....	.....do. <sup>1</sup> .....	1928 Nov. 9
CI-308	1928 Jan. 5	.....do.....	American Federation of Express Workers with American Railway Express Co.	5,548	Express workers.....	1,000	-----	-----	Board action <sup>1</sup> .	July 12
C-309	Jan. 16	.....do.....	Brotherhood of Railroad Signalmen of America with Wabash Ry. Co.	2,524	Signalmen.....	150	July 5	St. Louis, Mo.....	Withdrawn <sup>1</sup> .	1929 Feb. 14
C-313	Jan. 26	.....do.....	Brotherhood of Railroad Signalmen of America with Boston Terminal Co.	50	.....do.....	16	Aug. 6	Boston, Mass.....	Mediation.....	1928 Oct. 11
C-314	Jan. 30	.....do.....	American Federation of Express Workers with American Railway Express Co.	5,548	Express workers.....	1,000	-----	-----	Board action <sup>1</sup> .	July 12
CI-316	Feb. 1	.....do.....	Brotherhood of Railroad Trainmen with Duluth, Missabe & Northern Ry. Co.	307	Hill trainmen.....	300	May 17	Cleveland, Ohio..	Withdrawn <sup>4</sup> .	Nov. 1

<sup>1</sup> The board retired case from active consideration.<sup>2</sup> The board closed its file.<sup>3</sup> Withdrawn after mediation instituted.<sup>4</sup> Case involved both wages and rules. Parties agreed to withdraw request for rules changes and arbitrate wage rates.<sup>5</sup> Withdrawn before mediation instituted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1928, to June 30, 1929—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Closed by—	Date closed
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-317	1928 Feb. 11	Employees..	Order of Railroad Telegraphers with Mobile & Ohio R. R. Co.	1, 161	Station, telegraph, and tower.	217	1928 May 1	St. Louis, Mo.....	Withdrawn <sup>1</sup> ..	1929 Mar. 5
CI-319	Feb. 17	....do.....	Brotherhood of Railroad Trainmen with Southern Pacific Lines in Texas & Louisiana	4, 729	Brakemen.....	15	June 19	Houston, Tex.....	Board action <sup>1</sup> ..	1928 July 12
CI-321	Feb. 20	Carrier.....	Mobile & Ohio R. R. Co. with Order of Railroad Conductors.	1, 161	Conductors.....	197	Sept. 27	St. Louis, Mo.....	Mediation....	Oct. 3
CI-322	....do....	....do.....	Mobile & Ohio R. R. Co. with Brotherhood of Railroad Trainmen.	1, 161	Brakemen.....	394	....do....	....do.....	....do.....	Do.
C-323	Feb. 21	Employees..	American Train Dispatchers Association with Chicago & North Western Ry.	8, 466	Train dispatchers....	112	Oct. 3	Chicago, Ill.....	....do.....	Oct. 11
C-326	Feb. 27	....do.....	American Federation of Express Workers with American Railway Express Co.	5, 548	Express workers.....	1, 000	.....	.....	Board action <sup>1</sup> ..	July 12
C-327	Mar. 2	....do.....	American Train Dispatchers Association with Boston & Maine R. R.	2, 082	Train dispatchers....	69	Dec. —	Boston, Mass.....	Mediation....	1929 Apr. 10
C-328	Mar. 6	....do.....	Lighter Captains' Union (Local 996, I. L. A.) with Pennsylvania R. R.	.....	Lighter captains.....	156	Oct. 31	New York, N. Y..	Withdrawn <sup>1</sup> ..	June 11
C-331	Mar. 8	....do.....	American Train Dispatchers Association with Boston & Maine R. R.	2, 082	Train dispatchers....	69	Dec. —	Boston, Mass.....	Mediation....	Apr. 10
C-335	Mar. 16	....do.....	Order of Railroad Telegraphers with Southern Ry. Co. and subsidiaries.	8, 053	Station, telegraph, and tower.	2, 200	July 30	Washington, D. C.	Arbitration <sup>1</sup> ..	1928 July 31
C-336	Mar. 17	....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, Rock Island & Pacific and Chicago, Rock Island & Gulf Ry. Cos.	8, 081	Clerical employees....	6, 000	May 28	Chicago, Ill.....	Mediation....	Aug. 17
C-337	Mar. 21	....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Missouri Pacific R. R. Co.	7, 461	....do.....	4, 600	Apr. 2	St. Louis, Mo.....	....do.....	Nov. 5
CI-338	Mar. 26	....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Maine R. R.	2, 082	....do.....	92	June 18	Boston, Mass.....	Withdrawn <sup>1</sup> ..	July 5



C-339	Mar. 29	.....do.....	Brotherhood of Railroad Signalmen of America with Southern Ry. Co. and subsidiaries.	8,053	Signalmen.....	450	Aug. 10	Washington, D. C.	.....do. <sup>3</sup> .....	1929 June 21
CI-340	Apr. 2	.....do.....	Brotherhood of Railroad Signalmen of America with Kansas City Terminal Ry. Co.	26	.....do.....	60	May 3	Kansas City, Mo.	.....do. <sup>3</sup> .....	Feb. 23
C-341	Apr. 6	Carrier.....	New York Central R. R. Co.; Pittsburgh & Lake Erie R. R. Co.; Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.; Cincinnati Northern R. R.; Michigan Central R. R. Co. with Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.	10,596	Clerical employees....	27,000	Oct. 3	New York, N. Y.	Mediation....	1928 Oct. 4
C-342	Apr. 11	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Maine R. R.	2,082	.....do.....	3,916	June 18	Boston, Mass.....	Arbitration...	July 5
CI-343	Apr. 14	.....do.....	American Train Dispatchers Association with St. Louis-San Francisco Ry. Co.	5,829	Train dispatchers....	82			Withdrawn <sup>4</sup> ...	July 18
C-344	.....do.....	.....do.....	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen with Copper Range R. R. Co.	108	Engine, train, and yard.	50	1929 Jan. 25	Houghton, Mich..	Mediation....	1929 Jan. 29
CI-346	Apr. 16	.....do.....	American Train Dispatchers Association with Chicago & North Western Ry. Co.	8,466	Train dispatchers....	112	1928 Oct. 29	Chicago, Ill.....	.....do.....	Oct. 31
CI-347	Apr. 18	.....do.....	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen, and Order of Railway Conductors with Kansas City, Mexico & Orient Ry. system.	735	Engine, train, and yard.	500	Apr. 23	Wichita, Kans.....	Board action <sup>6</sup> ...	July 12
C-348	Apr. 25	.....do.....	American Train Dispatchers Association with Seaboard Air Line Ry. Co.	4,500	Train dispatchers....	56	Nov. 20	Savannah, Ga....	Mediation....	1929 Feb. 9
C-349	May 2	.....do.....	Brotherhood of Railroad Signalmen of America with Terminal R. R. Association of St. Louis.	81	Signalmen.....	83	Sept. 25	St. Louis, Mo.....	.....do.....	Mar. 12
C-350	May 4	Carrier.....	Boston & Maine R. R. with Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.	2,082	Clerical employees....	3,916	June 18	Boston, Mass.....	Arbitration...	1928 July 5
C-352	May 9	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Maine R. R.	2,082	.....do.....	3,916	.....do.....	.....do.....	.....do.....	Do.

<sup>1</sup> The board retired case from active consideration.<sup>3</sup> Withdrawn after mediation instituted.<sup>4</sup> Withdrawn before mediation instituted.<sup>5</sup> Case involved both wages and rules. Parties agreed to withdraw request for rules changes and arbitrate wage rates.<sup>6</sup> The board closed its file after presidential emergency board had reported its conclusions and the parties had reported a settlement of the issues involved.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1928, to June 30, 1929—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Closed by—	Date closed
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-353	1928 May 10	Employees..	American Train Dispatchers Association with Chicago, St. Paul, Minneapolis & Omaha Ry. Co.	1,746	Train dispatchers.....	24	1928 Oct. 15	St. Paul, Minn....	Mediation....	1928 Oct. 15
C-356	Apr. 5	Carrier.....	Michigan Central R. R. Co. with Michigan Central Clerks Association.	1,218	Clerical.....	1,900	Oct. 3	New York, N. Y. ....	do.....	Oct. 4
C-357	May 26	Joint.....	American Train Dispatchers Association with New York Central R. R. Co.; Pittsburgh & Lake Erie R. R.; Peoria & Eastern Ry.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Cincinnati Northern R. R.; Evansville, Indianapolis & Terre Haute Ry.	9,547	Train dispatchers.....	194	1929 Mar. 16	do.....	do.....	1929 Mar. 29
C-358	June 18	Employees..	International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers with American Railway Express Co.	5,548	Teamsters and chauffeurs.	225	1928 Aug. 11	do.....	Arbitration...	1928 Aug. 13
C-359	do.....	do.....	do.....	5,548	do.....	250	do.....	do.....	do.....	Do.
C-361	July 3	do.....	Order of Railroad Telegraphers with Denver Union Terminal Co.	30	Station, telegraph, and tower.	6	Nov. 22	Denver, Colo.....	Mediation....	Nov. 30
CI-362	July 5	do.....	Committee representing Train and Engineers with Copper River & Northwestern Ry.	196	Train and engine service.	50	Sept. 21	Cordova, Alaska..	do.....	Sept. 22
C-363	July 11	do.....	Order of Railroad Telegraphers with Chicago & Alton R. R. Co.	1,052	Station, telegraph, and tower.	354	Nov. 5	Chicago, Ill.....	do.....	1929 Mar. 22
CI-364	July 19	do.....	American Federation of Express Workers with Southeastern Express Co.	10,519	Express workers.....	1,200	Nov. 14	Atlanta, Ga.....	Board action <sup>1</sup> .	May 17
C-365	July 21	do.....	Brotherhood of Maintenance of Way Employees with Chicago & North Western Ry. Co.	8,466	Maintenance of way employees.	17,500	Nov. 1	Chicago, Ill.....	Withdrawn <sup>1</sup> ..	1928 Nov. 1
C-366	July 21	Carriers.....	Atchison, Topeka & Santa Fe Ry. Co. (including eastern, western, and coast lines) (Gulf, Colorado & Santa Fe Ry. Co., Panhandle & Santa Fe Ry., Co.); 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.	138,672	Train service.....	42,000	July 23	Chicago, Ill.....	Board action <sup>2</sup> .	Dec. 13

(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.; Colorado & Southern Ry. Co.; Davenport, Rock Island & Northwestern Ry. Co.; Denver & Rio Grande Western R. R.; Des Moines Union Ry. Co.; East St. Louis Junction R. R. Co.; Fort Worth & Denver City Ry. Co. (Wichita Valley Ry. Co.); Great Northern Ry. Co. (Brandon, Saskatchewan & Hudson's Bay, Crows Nest Southern, Nelson and Fort Sheppard, Vancouver, Victoria & Eastern Railway & Navigation Co.); Gulf Coast Lines, including 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 & Brazos Valley R. R. Co.; Houston Belt & Terminal R. R. Co.; Illinois Central R. R. (Yazoo & Mississippi Valley R. R. (except yardmen on Vicksburg route division), Gulf & Ship Island R. R.); 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. (Duluth, South Shore & Atlantic Ry. Co., Mineral Range R. R. Co.); Minnesota & International Ry. (Big Fork & International Falls Ry.); Missouri-Kansas-Texas R. R. (Missouri-Kansas-Texas R. R. of Texas); Missouri Pacific R. R. Co.; Northern Pacific Ry. Co.; Ogden Union Ry. & Depot Co., Rio Grande Southern R. R.; St. Joseph Belt Ry. Co.; St. Joseph Terminal R. R.; St. Paul Bridge & Terminal Ry. Co.; St. Paul Union Depot Co.; St. Louis-San Francisco Ry. Co. (St. Louis, San Francisco & Texas Ry. Co., Fort Worth & Rio Grande Ry. Co., Birmingham Belt R. R. Co.); St. Louis Southwestern Ry. Co. (St. Louis Southwestern Ry. Co. of Texas, Dallas

<sup>1</sup> The board closed its file.

<sup>2</sup> The board closed its file after presidential emergency board had reported its conclusions and the parties had reported a settlement of the issues involved.

<sup>3</sup> Withdrawn after mediation instituted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1928, to June 30, 1929—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Closed by—	Date closed
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
			Terminal Ry. & Union Depot Co.); South Omaha Terminal Ry. Co.; Southern Pacific Co. (Pacific system); Southern Pacific lines (Texas and Louisiana), as follows: Houston & Texas Central R. R. Co. (excluding yardmen in Houston Terminal; also brakemen of former H. & B. V.; also excluding all classes Texas Midland R. R.), Galveston, Harrisburg & San Antonio Ry. Co., the Texas & New Orleans R. R. Co. (excluding yardmen in Beaumont yard), Louisiana Western R. R. Co. (excluding brakemen of the L. C. & N.), Morgan's Louisiana & Texas Railroad & Steamship Co., Iberia & Vermillion R. R. Co., Houston East & West Texas Ry. Co. (conductors only—excluding brakemen and yardmen), Houston & Shreveport R. R. Co. (conductors only—excluding brakemen and yardmen); Spokane, Portland & Seattle Ry. Co. (Oregon Trunk Ry. Co., Oregon Electric Ry. Co., United Railways Co.); Terminal Railroad Association of St. Louis and its leased and operated lines, including St. Louis Merchants Bridge Terminal Ry. Co., East St. Louis Connecting R. R., St. Louis Transfer R. R., Texas & Pacific Ry. (Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans); Trinity & Brazos Valley Ry. Co.; Union Pacific System including 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 Ry. Co. (Memphis, Tenn.); Wabash Ry. Co.; Western Pacific R. R. Co., with order of Railway Conductors and Brotherhood of Railroad Trainmen.							

C-367	1928 July 23	Employees..	Pennsylvania System Fraternity with Pennsylvania R. R. Co.	10,493	Maintenance of way employees.	30,000	1928		Withdrawn*.	1928 Aug. 1
C-368	July 24	-----do-----	Order of Railroad Telegraphers with Western Pacific R. R. Co.	1,051	Station, telegraph, and tower.	153	Oct. 22	San Francisco, Calif.	Mediation----	Nov. 3
C-370	Aug. 16	-----do-----	Brotherhood of Maintenance of Way Employees with Denver Union Terminal Co.	20	Maintenance of way employees.	5	Dec. 1	Denver, Colo.	-----do-----	1929 May 31
C-371	-----do-----	-----do-----	Order of Railroad Telegraphers with Oregon-Washington Railroad & Navigation Co.	2,365	Station, telegraph, and tower.	270	1929 Jan. 31	Portland, Oreg.	-----do-----	Feb. 9
C-372	Aug. 17	Carrier-----	Chicago & North Western Ry. Co. with Brotherhood of Railroad Trainmen.	8,466	Train service-----	3,600	1928 Aug. 20	Chicago, Ill.	Withdrawn*.	1928 Aug. 24
CI-373	Aug. 18	Employees..	Railway Employee's Department, American Federation of Labor with Southern Ry. Co. and subsidiaries.	8,053	Shopmen-----	10,715			-----do.*-----	1929 Jan. 25
C-374	Aug. 24	-----do-----	Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen with Columbus & Greenville Ry.	168	Train and engine service.	107	Sept. 14	Columbus, Miss.	Mediation----	1928 Sept. 20
CI-376	Sept. 6	-----do-----	Railway Employees' Department, American Federation of Labor; Brotherhood of Railroad Signalmen of America; Brotherhood of Maintenance of Way Employees; Order of Railroad Telegraphers; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; Brotherhood of Railroad Trainmen; Order of Railway Conductors; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Locomotive Engineers, with Chicago & Alton R. R. Co.	1,052	Shopmen-----	1,698	Sept. 10	Chicago, Ill.	Withdrawn*.	Oct. 6
C-377	Sept. 13	-----do-----	Chesapeake & Ohio Clerks' Association with Chesapeake & Ohio Ry. Co.	2,729	Clerical employees----	3,000	Nov. 30	Richmond, Va.	Mediation----	1929 Feb. 28
C-378	Sept. 17	-----do-----	American Train Dispatchers Association with Hocking Valley Ry. Co.	348	Train dispatchers----	8	1929 Apr. 16	-----do-----	-----do-----	Apr. 17
C-379	Oct. 5	-----do-----	Dining Car Cooks and Waiters' Union with Southern Pacific Co. (Pacific system).	8,887	Cooks, waiters, and pantrymen.	1,100	Feb. 16	San Francisco, Calif.	-----do-----	Apr. 4
C-380	Oct. 8	Joint-----	Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Locomotive Engineers with Green Bay & Western R. R.	235	Engine service-----	125	Jan. 7	Green Bay, Wis.	-----do-----	Jan. 10

\* Withdrawn after mediation instituted.

\* Withdrawn before mediation instituted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1928, to June 30, 1929—Continued

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Closed by—	Date closed
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-381	1928 Oct. 20	Joint .....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with American Railway Express Co.	5,548	Clerical employees....	55,000	1928 Oct. 20	New York, N. Y.	Mediation .....	1928 Oct. 22
C-382	Oct. 11	Employees..	Order of Railroad Telegraphers with Chicago, Indianapolis & Louisville Ry. Co.	654	Station, telegraph, and tower.	130	Nov. 7	Chicago, Ill.....	Withdrawn <sup>1</sup> ..	1929 June 24
C-383	...do....	...do....	American Train Dispatchers Association with Pere Marquette Ry. Co.	2,244	Train dispatchers.....	32	1929 Jan. 14	Detroit, Mich.....	Mediation.....	Mar. 20
C-385	Nov. 13	...do....	Order of Railroad Telegraphers with Southern Pacific Co. (Pacific system).	8,887	Station, telegraph, and tower.	1,761	Mar. 25	San Francisco, Calif.	Withdrawn <sup>1</sup> ..	Apr. 6
C-386	Nov. 14	...do....	Sailors' Union of the Great Lakes, Marine Firemen, Oilers, Watertenders and Coal Passers' Union of the Great Lakes with Pere Marquette, Grand Trunk, and Wabash Railways.	-----	Marine employees.....	150	Jan. 16	Detroit, Mich.....	Mediation.....	Feb. 6
C-387	Nov. 17	...do....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Union Terminal Co. of Dallas, Tex.	16	Clerical employees....	12	Mar. 28	Dallas, Tex.....	...do....	Apr. 8
C-388	...do....	...do....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas & Pacific Ry. Co.	1,953	...do....	1,700	Mar. 19	...do....	...do....	Mar. 26
C-389	...do....	...do....	...do....	1,953	...do....	1,700	...do....	...do....	...do....	Do.
C-390	Nov. 26	...do....	National Organization Masters, Mates and Pilots with Atchison, Topeka & Santa Fe coast lines, Northwestern Pacific, Southern Pacific (Pacific system), and Western Pacific Railroads.	-----	Masters, mates, pilots.	695	Jan. 7	San Francisco, Calif.	...do....	Jan. 23
C-391	Dec. 3	...do....	National Marine Engineers' Beneficial Association with Atchison, Topeka & Santa Fe coast lines, Northwestern Pacific, Southern Pacific (Pacific system), and Western Pacific Railroads.	-----	Marine engineers.....	265	...do....	...do....	...do....	Do.
C-392	Dec. 11	...do....	Order of Railway Conductors and Brotherhood of Railroad Trainmen with Green Bay & Western R. R.	235	Train service.....	175	...do....	Green Bay, Wis...	...do....	Jan. 10

C-393	Dec. 13	Joint.....	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen with Savannah & Atlanta Ry.	145	Engine and train service.	79	Mar. 14	Savannah, Ga.....	do.....	Mar. 21
C-395	Dec. 7	Employees..	Order of Railway Conductors, Brotherhood of Railroad Trainmen with Western Maryland Ry. Co.	691	Train service.....	648	Feb. 18	Baltimore, Md....	Withdrawn <sup>1</sup> ..	Mar. 7
C-397	Dec. 17	do.....	Railroad Yardmasters of America with Chesapeake & Ohio Railway Co.	2,729	Yardmasters.....	132	Apr. 16	Richmond, Va....	Mediation....	Apr. 30
C-399	Dec. 21	do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency.		Clerical employees.....	500	Apr. 4	New York, N. Y..	Withdrawn <sup>1</sup> ..	May 1
C-400	1929 Jan. 10	do.....	Brotherhood of Railroad Signalmen of America with Chicago & Alton R. R.	1,052	Signalmen.....	85	Jan. —	Chicago, Ill.....	do. <sup>1</sup> .....	Feb. 14
CI-401	1926 Oct. 8	do.....	American Train Dispatchers Association with Erie R. R. Co.	2,451	Train dispatchers.....	118	Jan. 14	New York, N. Y..	Withdrawn <sup>1</sup> ..	Feb. 20
C-402	1929 Feb. 16	do.....	Brotherhood of Railroad Trainmen with Central R. R. Co. of New Jersey.	691	Brakemen.....	70	Feb. 16	do.....	Arbitration....	Feb. 28
C-403	Feb. 21	do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southeastern Express Co.	10,519	Clerical employees.....	500	Apr. 22	Atlanta, Ga.....	Mediation....	Apr. 27
C-406	Feb. 28	do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, Rock Island & Pacific and Chicago, Rock Island & Gulf Rys.	8,091	do.....	5,000	Mar. 16	Chicago, Ill.....	Withdrawn <sup>1</sup> ..	Apr. 6
C-407	Mar. 5	do.....	Brotherhood of Railroad Signalmen of America with Texas & Pacific Ry. Co.	1,953	Signalmen.....	157	Mar. 30	Dallas, Tex.....	Mediation....	Mar. 30
C-409	Mar. 14	Carrier.....	Southern Ry. Co. and subsidiaries with Southern and Allied Lines Federated Shop Crafts.	8,053	Shopmen.....	9,119	Mar. 27	Washington, D. C.	Arbitration....	Apr. 23
C-410	Mar. 15	Employees..	Shop Crafts Association with Southern Pacific Co. (Pacific system).	8,887	Shop laborers.....	1,000	Apr. 15	San Francisco, Calif.	Mediation....	Apr. 30
C-413	Mar. 29	do.....	Order of Railroad Telegraphers with Midland Valley and Kansas, Oklahoma & Gulf Rys.	685	Station, telegraph, and tower.	70			Withdrawn <sup>4</sup> ..	Apr. 27
C-414	Apr. 12	Joint.....	American Train Dispatchers Association with Baltimore & Ohio R. R. Co.	5,555	Train dispatchers.....	131	Apr. 11	Baltimore, Md....	do. <sup>1</sup> .....	June 3
C-415	Apr. 18	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & North Western Ry. Co.	8,466	Dock laborers.....	160	Apr. —	Chicago, Ill.....	Mediation....	May 9
C-417	Apr. 17	do.....	Railway employees' department, American Federation of Labor, with Erie R. R. Co.	2,451	Shopmen.....	300	Apr. 18	New York, N. Y..	do.....	Apr. 23

<sup>1</sup> Withdrawn after mediation instituted.<sup>4</sup> Withdrawn before mediation instituted.

TABLE 2.—Arbitrations under the railway labor act, July 1, 1928, to June 30, 1929

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	
<sup>1</sup> C-190	Kansas City Terminal Railway Co....	Baggage, parcel, and mail handlers.	1928 May 5	F. H. Kreismann, former mayor of St. Louis, Mo. J. H. Sylvester, vice president Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. W. M. Corbett, president Kansas City Terminal Ry. Co.	Board of Mediation. Employees. Carrier.	1928 Dec. 4	Kansas City..	1929 Jan. 18
<sup>1</sup> C-278	St. Louis-San Francisco Railway Co....	Clerks.....	1927 Oct. 29	Fred L. Williams, St. Louis, Mo., attorney; former associate justice, Supreme Court of Missouri. John L. Kennedy, counsel and director, Brandies Investment Co., Omaha, Nebr. Justice R. Moll, Springfield, Mo. J. H. Sylvester, vice president Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. M. M. Sisson, assistant general manager, St. Louis-San Francisco Ry. J. L. McCormack, superintendent, freight loss and damage claims, St. Louis-San Francisco Ry. Co. Geo. M. Harrison, vice president Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.	Board of Mediation. Do. Employees. Do. Carrier. Do. Employees.	June 21	St. Louis.....	1928 Aug. 2
<sup>1</sup> C-334	Midland Valley R. R. Co.; Kansas, Oklahoma & Gulf Ry. Co.	Telegraphers.....	1928 Apr. 26	R. L. Williams, judge, United States district court, Durant, Okla. T. H. Niles, general auditor Midland Valley R. R. Co. L. M. Eddy, vice president Order of Railroad Telegraphers.	Party arbitrators.. Carrier. Employees.	July 16	Muskogee.....	Sept. 27



1 C-351	New York Central R. R. Co.; Grand Central Terminal.	Shopmen-----	June 19	Julian W. Curtiss, president A. G. Spaulding & Sons, Greenwich, Conn. Walter C. Clephane, attorney, Washington, D. C. John G. Walber, vice president personnel, New York Central R. R. Co. Walter H. Flynn, general superintendent of motive power and rolling stock, New York Central R. R. Co. F. H. Knight, assistant general president Brotherhood of Railway Carmen of America. H. J. Carr, general organizer, International Association of Machinists.	Board of Mediation. Do. Carrier. Do. Employees. Do.	Nov. 22	New York----	1929 Jan. 18
C-100	New York, Chicago & St. Louis R. R. Co.	Clerks-----	1929 June 8					(3)
C-291	-----do-----	Telegraphers-----	1928 Sept. 18	Arthur M. Millard, president Masonic Bureau of Service and Equipment. B. C. Lewis, first vice president Order of Railroad Telegraphers. F. J. DeGrief, general superintendent N. Y. C. & St. L. R. R. Co.	Board of Mediation. Employees. Carrier.	1929 May 3	Cleveland-----	May 15
C-335	Southern Ry. Co.; Cincinnati, New Orleans & Texas Pacific Ry. Co.; Alabama Great Southern R. R. Co.; New Orleans & Northeastern R. R. Co.; New Orleans Terminal Co.; Harriman & Northeastern R. R. Co.; Cincinnati, Burnside & Cumberland River Ry. Co.; Northern Alabama Ry. Co.; Georgia, Southern & Florida Ry. Co.; St. Johns River Terminal Co.	-----do-----	July 31	Edward S. Bailey, attorney, Washington, D. C. J. A. Jones, general superintendent of telegraph, Southern Ry. Co. L. M. Eddy, vice president Order of Railroad Telegraphers.	Board of Mediation. Carrier. Employees.	1928 Dec. 11	Washington----	1928 Dec. 21
C-342 C-350 C-352	Boston & Maine R. R.-----	Clerks-----	July 5	Fred L. Williams, St. Louis, Mo., attorney, former associate justice, Supreme Court of Missouri. H. D. Ulrich, general chairman, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. W. S. Trowbridge, comptroller, Boston & Maine R. R.	Board of Mediation. Employees. Carrier.	Nov. 21	Boston-----	1929 Feb. 19

<sup>1</sup> Arbitration agreement signed during the fiscal year 1928 and so shown in annual report for that year. Award rendered during the fiscal year covered by this report.

<sup>2</sup> Mr. Harrison served for Arbitrator Sylvester during his absence on account of sickness.

<sup>3</sup> Arbitration board had not been appointed at end of fiscal year (June 30, 1929).

TABLE 2.—Arbitrations under the railway labor act, July 1, 1928, to June 30, 1929—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-358	American Railway Express Co.-----	Teamsters, chauffeurs, etc.	1928 Aug. 13	A. R. Morrow, San Francisco, Calif.----- L. O. Head, vice president American Railway Express Co.	Party arbitrators. Carrier.	1928 Dec. 5	San Francisco.	1928 Dec. 11
C-359	-----do-----	-----do-----	-----do-----	Michael Casey, San Francisco, Calif.----- John Weld Peck, attorney, Cincinnati, Ohio; former United States district judge. Thomas J. Farrell, Cincinnati, Ohio.----- William E. Beckner, general manager, American Railway Express Co.	Employees. Party arbitrators. Employees. Carrier.	Sept. 24	Cincinnati.	Sept. 26
C-402	Central Railroad Co. of New Jersey----	Brakemen-----	1929 Feb. 28	B. R. Pollock, former vice president and general manager, Boston & Maine R. R. W. L. Reed, vice president, Brotherhood of Railroad Trainmen. J. W. Meredith, general superintendent, Central Railroad of New Jersey.	Party arbitrators. Employees. Carrier.	1929 Apr. 15	New York----	1929 Apr. 26
C-409	Southern Ry. Co.; Cincinnati, New Orleans & Texas Pacific Ry. Co.; Alabama Great Southern R. R. Co.; New Orleans & Northeastern R. R. Co.; Northern Alabama Ry. Co.; Georgia, Southern & Florida Ry. Co.; New Orleans Terminal Co.; St. Johns River Terminal Co.	Shopmen-----	Apr. 23	Homer B. Dibell, associate justice, Minnesota Supreme Court. Victor S. Clark, editor, the Living Age.... R. B. Pegram, vice president, Southern Ry. Co. L. F. DeRamus, general superintendent Southern Ry. Co. H. J. Carr, grand lodge representative, International Association of Machinists. F. H. Knight, assistant president, Brotherhood of Railway Carmen.	Board of Mediation. Do. Carrier. Do. Employees. Do.	May 23	Washington...	June 18

TABLE 3.—Settlements by organizations July 1, 1928, to June 30, 1929

Organizations	Settled by mediation	Settled by arbitration	Withdrawn	Closed by board action	Retired	Total
Clerks, Freight Handlers, Express and Station Employees, Brotherhood of Railway	9	4	5	2	2	22
Clerks Association, Chesapeake & Ohio Ry.	1	0	0	0	0	1
Clerks Association, Michigan Central R. R.	1	0	0	0	0	1
Conductors, Order of Railway	1	0	0	0	0	1
Conductors, Brotherhood of Dining Car	1	0	0	0	0	1
Conductors, Order of Railway; Trainmen, Brotherhood of Railroad	1	0	1	1	0	3
Cooks and Waiters' Union, Dining Car	1	0	0	0	0	1
Dispatchers Association, American Train	9	0	5	1	2	17
Electrical Workers, International Brotherhood of	0	0	0	0	1	1
Firemen and Engineers, Brotherhood of Locomotive; Trainmen, Brotherhood of Railroad	1	0	0	0	1	2
Engineers, Brotherhood of Locomotive; Firemen and Engineers, Brotherhood of Locomotive	1	0	0	0	1	2
Engineers and Assistants, Steam and Electric, Independent Brotherhood of	0	0	0	1	0	1
Express Workers, American Federation of	0	0	0	1	3	4
Lighter Captains' Union	0	0	8	0	0	8
Longshoremen's Association, International	0	0	1	0	0	1
Machinists, International Association of	0	0	1	0	1	2
Maintenance of Way Employees, Brotherhood of	1	0	3	0	2	6
Marine Engineers' Beneficial Association	1	0	0	0	0	1
Masters, Mates, and Pilots, National Organization of	1	0	2	1	0	4
Mechanics, Helpers, and Freight Handlers, National Association of Railway	0	0	0	1	0	1
Pennsylvania System Fraternity	0	0	1	0	0	1
Porters, Sleeping Car, Brotherhood of	0	0	0	0	1	1
Railroad Workers, American Federation of	0	0	0	1	0	1
Sailors' Union of the Great Lakes; Marine Firemen, Oilers, Watertenders, and Coalpassers' Union of the Great Lakes	1	0	0	0	0	1
Shop Crafts (Railway Employees' Department, A. F. of L.)	1	0	4	0	0	5
Shop Crafts' Association	1	0	0	0	0	1
Shop Crafts, Federated Southern & Allied Lines	0	1	0	0	0	1
Signalmen of America, Brotherhood of Railroad	3	0	5	0	2	10
Teamsters, Chauffeurs, Stablemen, and Helpers of America, International Brotherhood of	0	2	0	0	0	2
Telegraphers, Order of Railroad	6	2	5	0	1	14
Trackmen of America, Brotherhood of Railway	0	0	0	1	0	1
Trainmen, Brotherhood of Railroad	1	1	2	0	1	5
Trainmen, Brotherhood of Railroad; Conductors, Order of Railway; Firemen and Engineers, Brotherhood of Locomotive	3	0	0	1	0	4
Yardmasters of America, Railroad	1	0	0	0	1	2
Total	46	10	43	11	19	129

## SUMMARY OF ARBITRATIONS FOR FISCAL YEAR ENDED JUNE 30, 1929

ST. LOUIS-SAN FRANCISCO RAILWAY CO.; ST. LOUIS, SAN FRANCISCO & TEXAS RAILWAY CO.; FORT WORTH & RIO GRANDE RAILWAY CO.; THE BROWNWOOD NORTH & SOUTH RAILWAY CO.; PARIS & GREAT NORTHERN RAILROAD CO.; AND BIRMINGHAM BELT RAILROAD CO.; AND THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun June 21, 1928)

## PARTIES INVOLVED

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

*Carriers.*—Six. (St. Louis-San Francisco Railway Co.; St. Louis, San Francisco & Texas Railway Co.; Fort Worth & Rio Grande Railway Co.; The Brownwood North & South Railway Co.; Paris & Great Northern Railroad Co.; and Birmingham Belt Railroad Co.)

## AWARD

*Dated.*—August 2, 1928.

*Effective date.*—August 2, 1928.

*Life of.*—Not specified in the award. The agreement to arbitrate, however, provides that the award shall become effective from date of award and shall

continue for one year from such date, and thereafter subject to 30 days' written notice by either party desiring change.

*Where filed.*—United States District Court for the Eastern District of Missouri, St. Louis, Mo.

*Digest.*—A unanimous decision of the board of arbitration, composed of six members, awarded increases as follows:

SECTION 1. Storekeepers, assistant storekeepers, chief clerks, foremen, subforemen, and other clerical supervisory forces, add an increase of  $3\frac{3}{4}$  cents per hour.

SEC. 2. (a) Clerks with an experience of one 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 one year, add an increase of  $3\frac{3}{4}$  cents per hour.

(b) Clerks with an experience of less than one year in railroad clerical work or clerical work of a similar nature in other industries or where their cumulative experience in such clerical work is less than one year who are now in the service or may hereafter enter the service, are to be paid 34 cents per day less than the full established rate of pay for the position occupied.

NOTE.—After employees covered by this section have accumulated one year's experience as herein defined they shall be rated and paid the full rate of the position occupied in accordance with the provisions of section 2 (a).

SEC. 3. Telephone switchboard operators, assistant station masters, train announcers and gatemen, other than clerks, add an increase of 1 cent per hour.

SEC. 4. Janitors, elevator operators, office and station and warehouse watchmen, and employees engaged in assorting waybills and tickets, operating appliances or machines for perforating, addressing envelopes, numbering claims and other papers, gathering and distributing mail, adjusting dictaphone cylinders, and other similar work, add an increase of 1 cent per hour.

SEC. 5. Office boys, messengers, chore boys, and other employees filling similar positions, add an increase of 1 cent per hour.

SEC. 6. Station, platform, warehouse, transfer, dock, pier, storeroom, stock room, and team track freight handlers or truckers, and other similarly employed, including stockyard laborers, add an increase of  $2\frac{3}{4}$  cents per hour.

SEC. 7. The following differentials shall be established and maintained between truckers and the classes named below:

(a) Sealers, scalers, and fruit and perishable inspectors, 2 cents per hour above truckers' rates as established under section 6. This not to decrease any existing higher differentials.

(b) Stowers or stevedores, callers or loaders, store helpers, pickers or locators, and coopers, 4 cents per hour above truckers' rates as established under section 6. This not to decrease any existing higher differentials.

SEC. 8. All laborers in and around stations, storehouses, and warehouses chauffeurs, electromobile operators, and others similarly employed, add an increase of  $2\frac{3}{4}$  cents per hour.

SEC. 9. Baggage and parcel-room employees, and station helpers, add an increase of  $2\frac{3}{4}$  cents per hour.

SEC. 10. Train and engine crew callers, add an increase of 2 cents per hour.

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

(Arbitration hearings begun September 24, 1928)

#### PARTIES INVOLVED

*Employees.*—Approximately 250 vehicle employees, represented by the International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, Cincinnati, Ohio, district.

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

#### AWARD

*Dated.*—September 26, 1928.

*Effective date.*—September 1, 1928.

*Life of.*—One year from September 26, 1928, 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 Ohio, Western Division.

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

"1. An increase in the rates of 2½ cents per hour shall be paid to all chauffeurs and drivers in the Cincinnati district, East Norwood and Newport, Kentucky."

\* \* \*

"2. No increase shall be paid to hostlers and wagon washers."

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THE MIDLAND VALLEY RAILROAD CO.; KANSAS, OKLAHOMA & GULF RAILWAY CO.; AND THE ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun July 16, 1928)

#### PARTIES INVOLVED

*Employees.*—Approximately 70 agents, telegraphers, and agent-telegraphers represented by the Order of Railroad Telegraphers.

*Carriers.*—Two. (The Midland Valley Railroad Co.; Kansas, Oklahoma & Gulf Railway Co.)

#### AWARD

*Dated.*—September 27, 1928.

*Effective date.*—September 1, 1928.

*Life of.*—One year from effective date and thereafter subject to 30 days' notice by or to the carrier.

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

*Digest.*—A majority decision of the board of arbitration, composed of three members, awarded an increase of 1 cent per hour to be applied to each position on the two railroads involved.

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

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

(Arbitration hearings begun December 5, 1928)

#### PARTIES INVOLVED

*Employees.*—Approximately 225 vehicle employees, represented by the International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, at San Francisco, Calif.

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

#### AWARD

*Dated.*—December 11, 1928.

*Effective date.*—December 1, 1928.

*Life of.*—One year from December 11, 1928, and thereafter subject to 30 days' written notice by either party to the other.

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

*Digest.*—A majority decision of the board of arbitration, composed of three members, awarded increase as follows:

"An increase in the rates of pay of 7¼ cents per hour shall be paid to all vehicle employees of the American Railway Express Company in San Francisco, California." \* \* \*

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

## THE SOUTHERN RAILWAY SYSTEM AND THE ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun December 10, 1928)

## PARTIES INVOLVED

*Employees.*—Approximately 2,200 agents, telegraphers, telephoners, clerk-telegraphers and telephoners, tower and levermen, etc., represented by the Order of Railroad Telegraphers.

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

## AWARD

*Dated.*—December 21, 1928.

*Effective date.*—December 16, 1928.

*Life of.*—One year and thereafter, subject to 30 days' notice by or to any of such railroads.

*Digest.*—A majority of the board of arbitration, composed of three members, awarded an increase to the class of employees aforementioned, as follows:

\* \* \* "that the rate of pay for the employees shall be increased the equivalent of 2.2 cents per hour per position; that this amount shall not be applied flat, but is to be distributed as provided by said arbitration agreement." \* \* \*

NOTE (1).—The agreement to arbitrate provides that—

\* \* \* "the amount so specified shall not be applied flat, but is to be distributed as may be agreed upon between the management and the telegraphers' committee representing employees of the companies covered in the arbitration, this agreement particularly providing for such distribution however the award may be expressed."

NOTE (2).—The arbitrator chosen by the carriers filed an opinion dissenting from the majority award.

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NEW YORK CENTRAL RAILROAD CO. (BUFFALO AND EAST, WEST OF BUFFALO AND OHIO CENTRAL LINES), GRAND CENTRAL TERMINAL AND SYSTEM FEDERATION NO. 103 OF THE RAILWAY EMPLOYEES' DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR

(Arbitration hearings begun November 22, 1928)

## PARTIES INVOLVED

*Employees.*—Approximately 19,757 shop crafts employees, represented by System Federation No. 103 of the Railway Employees' Department of the American Federation of Labor and comprising the following organizations: International Association of Machinists; International Brotherhood of Boiler-makers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Sheet Metal Workers' International Association; International Brotherhood of Electrical Workers; Brotherhood Railway Carmen of America.

*Carriers.*—Three. (New York Central Railroad Co., Buffalo and east; New York Central Railroad Co., west of Buffalo; New York Central Railroad Co., Ohio Central Lines; and Grand Central Terminal.)

## AWARD

*Dated.*—January 18, 1929.

*Effective date.*—February 1, 1929.

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

*Where filed.*—In the office of the clerk, United States District Court for the Southern District of New York.

*Digest.*—A unanimous decision of the board of arbitration, composed of six members, granted an increase of 5 cents per hour over existing rates for all so-called shop crafts employees, except for coach cleaners. This latter class received

an increase of 2 cents per hour over existing rates. Thus minimum hourly rates of pay were established as follows:

	Cents per hour
Machinists.....	81
Boiler makers.....	81
Blacksmiths.....	81
Sheet-metal workers.....	81
Electrical workers:	
As covered by rule 140.....	81
As covered by rule 141.....	77
As covered by rule 142.....	71
As covered by rule 143.....	64
Carmen receiving \$6.08 per day.....	81
All other carmen.....	74
Helpers (all crafts).....	58
Regular apprentices:	
First 6 months.....	38
Second 6 months.....	40½
Third 6 months.....	43
Fourth 6 months.....	45½
Fifth 6 months.....	48
Sixth 6 months.....	50½
Seventh 6 months.....	55½
Eighth 6 months.....	63
Helper apprentices:	
First 6 months.....	58
Second 6 months.....	60
Third 6 months.....	62
Fourth 6 months.....	64
Fifth 6 months.....	66
Sixth 6 months.....	68
Coach cleaners, add 2 cents per hour to existing rates.	

The award of the board of arbitration provided further:

"The board has deemed it unwise to fix the minimum rates for any of the above mentioned employees upon a daily basis, but has felt it more expedient to fix said rates upon an hourly basis as has been the practice heretofore."

#### KANSAS CITY TERMINAL RAILWAY CO. AND THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun December 4, 1928)

##### PARTIES INVOLVED

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

*Carrier.*—One. (Kansas City Terminal Railway Co.)

##### AWARD

*Dated.*—January 18, 1929.

*Effective date.*—January 16, 1929.

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

*Where filed.*—Office of the clerk, United States District Court, Western District of Missouri.

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

- (1) Add to the rates of pay of all daily rated positions, 25 cents per day.
- (2) Add to the rates of pay of all hourly rated positions, 3.125 cents per hour.
- (3) Add to the rates of pay of all monthly rated positions, \$6.375 per month.
- (4) The foregoing specified increases shall not apply to those certain 12 positions designated as assistant foremen and/or mail dispatchers, whose rates of pay were voluntarily increased or readjusted by the carrier, on September 1,

1927; but such increases shall apply to all positions covered by this arbitration, occupied by employees who are now or may hereafter be found to have been in the service of the carrier for a period of one year or longer.

NOTE.—The arbitrator chosen by the carrier filed an opinion dissenting from the majority award in this instance, which was made a part of the award.

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

(Arbitration hearings begun November 21, 1928)

PARTIES INVOLVED

*Employees.*—Approximately 3,900 employees, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Carriers.*—One. (Boston & Maine Railroad.)

AWARD

*Dated.*—February 19, 1929.

*Effective date.*—Pay period nearest date on which award was made.

*Life of.*—One year from effective date, and thereafter subject to 30 days' notice by or to the railroad.

*Where filed.*—United States District Court of Massachusetts, Boston, Mass.

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

(1) There shall be no increase or decrease in the existing wages of the classes of employees involved in this arbitration.

(2) There shall be no elimination of or change made in any of the following rules involved in this arbitration and known as rules Nos. 7, 16, 24, 32, 50, 59, 62, 65, 70, 72, 73, 76, 83, and 91, respectively.

(3) The following rules involved in this arbitration and known as rules Nos. 12, 37, 49, 57, 60, 63, 69, respectively, are hereby amended to read as follows:

Rule 12 (as amended):

"Failure to qualify: Employees awarded bulletined positions shall be allowed 30 days in which to qualify, and failing, shall retain all their seniority rights, may bid on any bulletined position but may not displace any regularly assigned employee.

"This rule shall not be construed to mean that employees will be given a 30-day trial on any position they may bid for, but the trial mentioned is only to be given upon the assignment being made in accordance with rule 7."

Rule 37 (as amended):

"Right of appeal: The employees or their representatives shall have the right of appeal in the regular order of succession up to and including the chief operating officer, or official designated by him.

"If an appeal is taken, it must be filed with the next higher official and a copy furnished the official whose decision is appealed within 10 days after the date of decision. The hearing on the appeal shall be held within 10 days and a decision rendered within 5 days after completion of the hearing.

"If further appeals are taken they must be progressed as provided for in preceding paragraph."

Rule 49 (as amended):

"Weekly assignment: Employees, except those who are paid on an hourly basis enumerated in section 4 of rule 1, who have regular positions and are a part of the regular force and who do not lay off of their own accord will not be paid less than six days per week, excepting that this number may be reduced in a week in which holidays occur by the number of such holidays.

"NOTE.—Nothing herein shall be construed as changing practice of working certain employees about stations part time and paying them for time worked or preventing the excepting of certain employees that may be mutually agreed upon between the management and the duly accredited representatives of the employees."



**Rule 57 (as amended):**

"Overtime: Except as otherwise provided in these rules, time in excess of eight hours, exclusive of meal period on any day, will be considered overtime and paid on the actual minute basis at the rate of time and one-half.

"The provisions of this rule will not apply where employees alternate between shifts for their own convenience or due to seniority changes.

"The provisions of this rule will not apply to spare employees who may cover all or a part of two assignments in a 24-hour period."

**Rule 60 (as amended):**

"Authorizing overtime: No overtime hours will be worked or paid for unless by direction of proper authority, except in case of emergency where advance authority is not obtainable.

"Employees who perform any work not authorized in advance must file claim with proper official within seven days from the date the work is performed, otherwise it will not be entertained."

**Rule 63 (as amended):**

"Sunday work: Work performed on Sundays shall be paid at the rate of time and one-half, except that employees necessary to the continuous operation of the carrier and who are regularly assigned to such service will be assigned one regular day off duty in seven, Sunday, if possible, and if required to work on such regular assigned seventh day off duty will be paid at the rate of time and one-half time; when such assigned day off duty is not Sunday, work on Sunday will be paid for at straight time rate.

"Where mutually agreed between the duly accredited representatives of the employees and the designated officers of the management, punitive rates will not be paid to employees regularly assigned to work seven days per week for the seventh day of work.

"Under no circumstances will a spare employee be paid at other than straight time rate for work performed on Sunday, except when such spare employee shall have been on duty for seven consecutive days, in which event he shall be paid time and one-half for the seventh consecutive day."

**Rule 69 (as amended):**

"Preservation of rates: Employees temporarily or permanently assigned to higher-rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower-rated positions shall not have their rates reduced, except when a freight house clerk reverts to a freight-handling position under rule 23. A 'temporary assignment' contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher-rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment."

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THE CENTRAL RAILROAD CO. OF NEW JERSEY AND BROTHERHOOD OF RAILROAD  
TRAINMEN

(Arbitration hearings begun April 15, 1929)

**PARTIES INVOLVED**

*Employees.*—Approximately 70 trainmen represented by the Brotherhood of Railroad Trainmen.

*Carrier.*—One. (The Central Railroad Co. of New Jersey.)

**AWARD**

*Dated.*—April 26, 1929.

*Effective date.*—April 26, 1929.

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

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

*Digest.*—A majority decision of the board of arbitration, composed of three members, awarded crews on Red Bank drill (during time crew is confined to switching limits), 3 Bayway drills, 2 Standard Oil drills, and E. & W. Junction drills, which perform work wholly within switching limits of yards, yard rates. No action taken concerning the Bayside drill, as according to the evidence this

run has been discontinued. The request of employees for yard rates of pay on all other runs declined.

Majority of arbitration board recommended that the management and the representatives of the trainmen make an honest effort to reach some agreement which would provide for the allowance of yard rates to trainmen on the Grasellie drill, 2 Warners drills, 3 Carteret drills, and the Vulcanite drill, without penalty overtime payments for the road portion of their work, in view of the fact that the work performed by the crews on these runs is of a nature and confined within so limited a territory as to make it in many respects similar to that done by yard forces. The majority arbitrators expressed the opinion that the character of work performed by trainmen on these runs would not warrant payment of yard rates if penalty overtime was required to be paid under schedule rules.

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

## THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD CO. AND THE ORDER OF RAILROAD TELEGRAPHERS

(Arbitration hearings begun May 3, 1929)

### PARTIES INVOLVED

*Employees.*—Approximately 646 station agents; chief telegraphers and telephoners or wire chiefs; clerk-telegraphers and telephoners; telegraphers, telephoners, and towermen; represented by the Order of Railroad Telegraphers.

*Carriers.*—One. (The New York, Chicago & St. Louis Railroad Co.)

### AWARD

*Dated.*—May 15, 1929.

*Effective date.*—May 16, 1929.

*Life of.*—One year from the effective date and thereafter subject to 30 days' notice by or to the carrier.

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

*Digest.*—The arbitration board, composed of three members, rendered a unanimous award increasing the rates of pay of the employees equivalent to 3½ cents per hour per position, the amounts specified to be distributed by agreement between the management and committees, as specified in the arbitration agreement.

NOTE.—After the award in this case was rendered the parties thereto were unable to agree upon the method of distribution of increases as between the three lines or districts comprising the New York, Chicago & St. Louis Railroad Co., and defined by three separate working agreements in effect. Acting upon the request of the employee organization, the Board of Mediation reconvened the original board of arbitration for the purpose of interpreting its award, and under date of August 14, 1929, such reconvened board, by majority decision rendered the following interpretations:

"Now, however, in view of the existing 'deadlock' between the parties to the agreement to arbitrate made and entered into on September 18, 1928, and the Board of Arbitration having been reconvened and having been specifically requested by both parties of the arbitration proceedings to determine the distribution of the equivalent of 3½ cents per hour per position as specified in its award of May 15, 1929, we, the undersigned, being a majority of the members of the said reconvened Board of Arbitration, in pursuance of such request and the authority conferred upon us by both parties of the agreement to arbitrate, do, without prejudice, and in accordance with the subject matter considered in our original deliberations, further reaffirm that the distribution of the equivalent of 3½ cents per hour per position specified in the original award shall not be applied flat, etc., and in order to more nearly equalize the inequalities and differentials existing between the three lines, adjudge that the equivalent of 2½ cents per hour per position shall be applied by the management and committee to the adjustment of the rates of pay of the employees of the Nickel Plate line or district, 4½ cents per hour per position to the adjustment of the rates of pay of the employees of the Lake Erie & Western line or district, and 4½ cents per hour per position to the adjustment of the rates of pay on the Clover Leaf line or district,

and in such manner as may be determined between the management and committee as will establish just and equitable rates for such positions as are (or were at the time that the award became effective) in existence on the three lines or districts comprising the New York, Chicago & St. Louis Railroad."

The employee representative dissented from majority interpretation.

SOUTHERN RAILWAY CO.; CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILROAD CO.; ALABAMA GREAT SOUTHERN RAILROAD CO.; NEW ORLEANS & NORTHEASTERN RAILROAD CO.; NORTHERN ALABAMA RAILWAY CO.; NEW ORLEANS TERMINAL CO.; ST. JOHNS RIVER TERMINAL CO.; AND THE SOUTHERN AND ALLIED FEDERATED SHOP CRAFTS, AS REPRESENTED BY SOUTHERN RAILWAY AND ALLIED LINES SYSTEM FEDERATED SHOP CRAFTS

(Arbitration hearings begun May 23, 1929)

#### PARTIES INVOLVED

*Employees.*—Approximately 9,119 shop crafts employees, represented by System Federation No. 21, Railway Employees' Department, American Federation of Labor, comprised of 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; Brotherhood Railway Carmen of America; Sheet Metal Workers' International Association; International Brotherhood of Electrical Workers.

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

#### AWARD

*Dated.*—June 18, 1929.

*Effective date.*—March 1, 1929.

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

*Where filed.*—Clerk's office of the Supreme Court of the District of Columbia.

*Digest.*—A majority decision of the board of arbitration, composed of six members, awarded employees coming under paragraph 42 of the agreement in effect between the parties hereto an increase of 5 cents an hour in their existing rates of pay, except for freight car repairers, car inspectors, and freight car painters who formerly received 67 cents per hour and helpers who formerly received 50 cents an hour were increased 6 cents an hour. The increases thus granted established rates of pay as follows:

	Cents per hour
Machinists.....	80
Boilermakers.....	80
Blacksmiths.....	80
Sheet metal workers.....	80
Electricians who received 75 cents per hour.....	80
Linemen who received 71 cents per hour.....	76
Groundmen who received 63 cents per hour.....	68
Coal pier car dumpers, conveyor car operators, and coal pier electric hoist or elevator operators who received 56 cents per hour.....	61
Passenger carmen, engine carpenters, planing mill men, air brake men, passenger car and locomotive painters, upholsters and pattern makers who received 75 cents per hour.....	80
Freight car repairers, car inspectors and freight car painters who received 67 cents per hour.....	73
Car inspectors, repairmen in train yards who received 68 cents per hour.....	73
Air brake inspectors, repairmen in train yards who received 68 cents per hour.....	73
Starting rate for apprentices who received 30 cents per hour.....	35
Helpers who received 50 cents per hour.....	56

Rule 14 of the agreement between the parties was amended by the award of the board of arbitration to read as follows:

"A monthly salary of \$205 for mechanics and \$142 for helpers, to cover all services performed, is hereby established for employees regularly assigned to perform road work paid on monthly basis; \$6 per month will be added to the above-monthly rates for such mechanics coming under this rule as are required to perform such work as is specified as differential rate work under the rules of this agreement. The above proviso shall not apply to traveling boilermakers, who, if assigned as boiler inspectors, will have \$12 per month added to the above monthly rates.

"The regularly assigned road men under the provisions of this rule may be used, when at home point, to perform shop work in connection with the work of their regular assignment.

"Where meals and lodging are not furnished by the company, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses."

NOTE.—The two arbitrators chosen by the carriers jointly dissented from the majority award in this instance, and their dissenting opinion was made a part of the award.

### EMERGENCY BOARDS ESTABLISHED UNDER THE RAILWAY LABOR ACT, JULY 1, 1923, TO JUNE 30, 1929

(Case No. C-366.)

#### Parties involved:

Carriers—Atchison, Topeka & Santa Fe Railway Co. (including eastern, western, and coast lines); Gulf, Colorado & Santa Fe Railway Co.; Pan Handle & Santa Fe Railway Co.

The 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 & Pacific Railroad Co.; 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.

The Colorado & Southern Railway Co.

Davenport, Rock Island & Northwestern Railway Co.

The Denver & Rio Grande Western Railroad.

Des Moines Union Railway Co.

East St. Louis Junction Railroad Co.

Fort Worth & Denver City Railway Co.; The Wichita Valley Railway Co.

Great Northern Railway Co.; Brandon, Saskatchewan & Hudson's Bay; Crows Nest Southern; Nelson and Fort Sheppard; Vancouver, Victoria & Eastern Railway & Navigation Co.

Gulf Coast Lines, including New Orleans, Texas & Mexico Railway Co.; St. Louis, Brownsville & Mexico Railway Co.; Beaumont, Sour Lake & Western Railway Co.; Orange & Northwestern Railroad Co.; New Iberia & Northern Railroad Co.; Houston & Brazos Valley Railroad Co.

Houston Belt & Terminal Railway Co.

Illinois Central Railroad; Yazoo & Mississippi Valley Railroad (except yardmen on Vicksburg Route Division); Gulf & Ship Island Railroad.

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 Co.; Duluth, South Shore & Atlantic Railway Co.; Mineral Range Railroad Co.

Minnesota & International Railway; Big Fork & International Falls Railway.

## Parties involved—Continued.

## Carriers—Continued.

Missouri-Kansas-Texas Railroad; Missouri-Kansas-Texas Railroad of Texas.

Missouri Pacific Railroad Co.

Northern Pacific Railway Co.

Ogden Union Railway & Depot Co.

Rio Grande Southern Railroad.

St. Joseph Belt Railway Co.

St. Joseph Terminal Railroad.

St. Paul Bridge & Terminal Railway Co.

St. Paul Union Depot Co.

St. Louis-San Francisco Railway Co.; St. Louis, San Francisco & Texas Railway Co.; Fort Worth & Rio Grande Railway Co.; Birmingham Belt Railroad Co.

St. Louis-Southwestern Railway Co.; St. Louis Southwestern Railway Co. of Texas; Dallas Terminal Railway & Union Depot Co.

South Omaha Terminal Railway Co.

Southern Pacific Co. (Pacific system).

Southern Pacific Lines—Texas & Louisiana, as follows: Houston & Texas

Central Railroad Co. (excluding yardmen in Houston Terminal; also brakemen of former H. & B. V.; also excluding all classes Texas Midland Railroad); Galveston, Harrisburg and San Antonio Railway Co.; Texas and New Orleans Railroad Co. (excluding yardmen in Beaumont yard); Louisiana Western Railroad Co. (excluding brakemen of the L. C. & N.); Morgan's Louisiana and Texas Railroad and Steamship Co.; Iberia and Vermilion Railroad Co.; Houston East and West Texas Railway Co. (conductors only, excluding brakemen and yardmen); Houston and Shreveport Railroad Co. (conductors only, excluding brakemen and yardmen).

Spokane, Portland & Seattle Railway Co.; Oregon Trunk Railway Co.; Oregon Electric Railway Co.; United Railways Co.

Terminal Railroad Association of St. Louis and its leased and operated lines, including St. Louis Merchants Bridge Terminal Railway Co.; East St. Louis Connecting Railroad; St. Louis Transfer Railroad.

Texas & Pacific Railway; Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans.

Trinity & Brazos Valley Railway Co.

Union Pacific System, including Union Pacific Railroad Co.; Oregon Short Line Railroad Co.; Oregon-Washington Railroad & Navigation Co.; Los Angeles & Salt Lake Railroad Co.; the St. Joseph & Grand Island Railway Co.

Union Railway Co. (Memphis, Tenn.).

Wabash Railway Co.

The Western Pacific Railroad Co.

Employees: Conductors, brakemen, switchmen, and switch tenders.

Date of President's proclamation: September 29, 1928.

Members of emergency board: Hon. James R. Garfield, attorney and former Secretary of the Interior; Mr. George T. Baker, connected with educational work in Iowa; Dr. Davis R. Dewey, professor of economics, Massachusetts Institute of Technology; Mr. Chester H. Rowell, economist, formerly a member of United States Shipping Board and California State Railroad Commission; Hon. Walter P. Stacy, chief justice of the Supreme Court of North Carolina.

Hearings by emergency board begun October 2, 1928; ended October 24, 1928. Place, Chicago, Ill.

Date of report of emergency board: October 24, 1928.

#### REPORT OF EMERGENCY BOARD APPOINTED SEPTEMBER 29, 1928, UNDER SECTION 10 OF THE RAILWAY LABOR ACT

In re the Order of Railway Conductors and the Brotherhood of Railroad Trainmen and certain western railroads:

The emergency board appointed by the President pursuant to the provisions of the railway labor act, and in accordance with the Executive proclamation of September 29, 1928, to investigate and report its findings upon a dispute between certain western railroads and certain of their employees, officers, and members

of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, such dispute therefore not having been adjusted under the provisions of the railway labor act, met at the Congress Hotel, Chicago, Ill., on October 2, 1928. All the members of the board were present: George T. Baker, Davis R. Dewey, James R. Garfield, Chester H. Rowell, and Walter P. Stacy. The board was organized, James R. Garfield chosen chairman, and Frank M. Williams appointed secretary.

The board was in session from October 2 to October 24, inclusive. The hearings were public, and held in Kimball Hall.

The employees, members, and officers of their respective organizations, hereinafter called the employees, were represented by E. P. Curtis, president of the Order of Railway Conductors, and A. F. Whitney, president of the Brotherhood of Railroad Trainmen. The appearance of the general officers and general chairmen of the railway systems in the western district were entered.

The western railroads, hereinafter called the carriers were represented by counsel, Kenneth F. Burgess and J. Carter Fort.

The appearances of the railroads were entered.

The lists of all appearances follow the report.

In pursuance of an announcement by the board that persons other than representatives of the carriers and their employees, acting in the public interest, would be heard upon the questions in issue, the representatives of the following organizations appeared and were heard:

The Chicago Association of Commerce and allied associations; The Illinois Manufacturers Association; The American Farm Bureau Federation.

Oral evidence, explanatory tabular and statistical exhibits were received and arguments heard. The board having fully considered all the facts connected with the dispute between the employees and carriers now submits its report and transmits a complete transcript of its proceedings, the evidence, and exhibits.

The two organizations appearing represent, approximately, 42,000 men, conductors, baggagemen, and brakemen, in both passenger and freight service; and approximately 24,000 yardmen.

The total railroad mileage of the United States is 237,054. The mileage involved in this matter, represented by the carriers, is 138,672.

The engineers and firemen running on this mileage number approximately 53,000. This fact is mentioned because those men operate the engines which haul the trains operated by the men involved in this dispute, and special reference to them is frequently made in this proceeding.

In order to understand the dispute brought before this board it is necessary to review briefly the efforts made by employees engaged in railway service to secure an increase of wages beginning with 1926.

In the eastern district conductors and trainmen obtained an increase of 7½ per cent by arbitration in the latter part of 1926; the firemen received a like increase by mutual agreement through mediation early in 1927, and the engineers by the same procedure received an advance of 7½ per cent in August.

In the southeastern district conductors and trainmen obtained an increase of 7½ per cent by mediation in 1927, granting certain modifications of rules; the engineers an increase of 6½ per cent by arbitration, and the firemen an increase of approximately 7 per cent, also by arbitration.

In the western district there was greater delay in arriving at settlements. The conductors and trainmen made demands for increases early in 1926. Subsequently, on February 23, 1927, their demands were defined as follows:

A. The application of principles and conditions as put in effect recently in the Eastern and Southeastern territories as applied to the schedules in effect on the railroads herein represented; except that on roads where the employees prefer their present pick-up and drop or conversion rules to the rule awarded by arbitration board, Eastern territory, that they be permitted to keep the pick-up and drop or conversion rule they now have.

B. Settlement which may be negotiated to be effective as of December 1, 1926. This proposal was declined by the carriers February 27, 1927, largely on the ground that its acceptance would "seriously impair" their credit "and indeed be fatal to the credit of some of those lines now barely earning operating expenses and fixed charges. To grant the increases would certainly require curtailment of improvements so essential to the development of the property in the interest of the employees as well as the owners."

Subsequently, on April 27, 1927, wage demands of the conductors and trainmen of the western district, larger than those mentioned above, were brought before a board of arbitration which rendered an adverse decision on June 25, refusing an increase except to yardmen.

The demands of the firemen in this district were submitted to arbitration, resulting in an increase of 6½ per cent, finally allowed in June, 1928; the engineers were then granted a similar increase effective May 1, 1928.

As a result of these various negotiations and settlements, we find that the several classes of employees in the three districts have received an increase of pay, with the exception of the conductors and trainmen in the western district who are parties to the present dispute. With approximate uniformity the increases made in the foregoing negotiations ranged from 6½ to 7½ per cent.

The conductors and trainmen in the western district who lost in the arbitration of 1927, even before the advances were made to the engineers and firemen in this district, took prompt action to reopen their application for an increase to take effect in the following year. On November 1, 1927, they renewed their demands for an increase to become effective March 1, 1928, and, in addition, they demanded a change in the pick-up and drop rule. Increases in pay were demanded for conductors, baggagemen, brakemen, flagmen, and yardmen in both passenger and freight service. The amount of increases requested varied in the different classes of employees, ranging from 50 cents per day for foremen in yard service to \$1.34 per day for assistant conductors in passenger service. For the largest classes of employees the advances proposed meant an increase in wages of from 16 to 27 per cent over existing rates of pay. If these increases were granted, the wages of conductors would be brought nearer to the existing level of wages of engineers, and the wages of brakemen nearer to the wage level of firemen.

No immediate action was taken upon these demands, owing to the still pending settlement of the demands of the firemen and engineers. It was not, therefore, until the end of June, 1928, that active negotiations were entered into in regard to the demands of conductors and brakemen which had been made in the previous November.

Conferences between the employees and the carriers began July 16, 1928, in the course of which the carriers also asked for certain changes in rules, among which was the elimination of the double-header rule and rules restricting tonnage and car limits. The controversy was, therefore, broadened by a counterproposal over rules. As the pick-up and drop rule and the double-header rule played a large part in subsequent negotiations, their significance requires explanation.

With respect to the double-header rule, which the carriers wish to have eliminated, it may be stated that the employees prevailed upon the railroads in the western district to adopt this rule as early as 1903 (modified to some extent by agreement of the parties in 1924) but the same has not been adopted generally in the other divisions of the United States, the eastern and southeastern districts. The rule is somewhat different on different roads, but its purpose is to prohibit the operation of long or heavy freight trains with two or more engines except on certain grades where helper engines are used, more particularly in mountain regions, and, in the main, this is accomplished by placing a limitation on the tonnage or number of cars that may be handled in such trains.

It is the contention of the employees that the double-header rule makes for the safety of the employees and for better working conditions, while the carriers contend that under present conditions it only hampers efficient and economical operation and that its entire elimination would not add to the hazards of the men engaged in train and engine service.

Generally speaking, the pick-up and drop rule provides that the higher scale of local and way freight wages shall be paid to through freight conductors and trainmen when they are required to do a certain amount of local work by picking up or setting out cars at more than a given number of stations, usually four, though this number varies on some of the roads.

The conferences extending from July 16 to July 19 proved fruitless in securing a settlement, and on the latter date the carriers applied to the United States Board of Mediation for its services in mediation; and, if this failed, suggested that the matters in dispute be submitted to arbitration. Mediation proceedings began July 23. On July 26 the carriers offered an increase of 6½ per cent, subject to changes in the restrictive rules affecting the use of double-headers and limiting tonnage. On July 27 the employees proposed an increase of 7½ per cent to conductors and trainmen and certain increases for trainmen handling Government mail, and that all changes in rules submitted by either party be withdrawn from the controversy. In effect, therefore, the demand of the employees was reduced to a simple proposal of a percentage increase in wages, 1 per cent higher than that already awarded the firemen and engineers in the same district. It was, however, no greater than the increase which had already been granted to conductors and trainmen in the eastern and southeastern districts.

The carriers on July 28 refused this proposal on the ground that they could not agree to any increases in rates of pay unless they were relieved from the restrictive rules relating to the use of double-headers and tonnage limitation.

On August 1 the carriers withdrew their demand for a change in rules and offered a percentage increase to conductors and trainmen similar to that already given to the engineers and firemen, viz, 6½ per cent, and submitted at the same time an alternative offer of an increase of 7½ per cent if the double-header, tonnage, and car-limit rules were eliminated from the schedules. On the same date the employees rejected these proposals, declaring that they were discriminatory and unfair.

"We feel," they said, "that the western carriers could well afford to raise the percentage increase offered, in view of the fact that they have had the advantage of lower wage rates for the past 20 months than those which obtain in the eastern district and 18 months than those which obtain in the southern district. Moreover, the proposals do not take care of the fixing of rates requested for trainmen handling United States mail, nor do they deal with a situation which exists on a certain road represented in this proceeding."

Mediation was not successful in bringing the parties to a satisfactory settlement. Under the railway labor act, if mediation fails, the next step is arbitration, if both parties agree. In this instance the officials of the Order of Railway Conductors and Brotherhood of Railroad Trainmen, under date of August 8, declined arbitration. They stated, however, that their associations would be reconvened and would be ready to reopen negotiations, if agreeable to the carriers, on September 4.

On August 1 the practical net result of the negotiations, ignoring minor matters, was:

The employees proposed 7½ per cent increase on standard rates for conductors and trainmen; no change of the rules; the new rates to be effective March 1, 1928.

The carriers proposed 6½ per cent increase on standard rates for conductors and trainmen; no change of rules; or 7½ per cent increase and the elimination of the double-header, tonnage, and car-limit rule; new rates to be effective July 16, 1928.

On August 8 a strike ballot was issued in which the employees withdrew their previous proposals for modification of their original demands. The result of the strike ballot by 90 per cent of the vote cast gave the officers and committees of the employees plenary power to settle the matters in dispute in whatever manner they might deem proper.

Thereafter negotiations were renewed and the so-called "Washington agreement" was executed, it being subject to and dependent upon the approval of the associations of the general committees of the employees. The essential provisions of the Washington agreement were an increase of 7½ per cent on the standard rates for conductors and trainmen, and a procedure, including arbitration under the railway act, under which the double-header, helper-district, car-limit, and tonnage-limit rules might be taken up by each carrier in special cases where a carrier claimed such rules produced burdensome or objectionable conditions.

The new rates under the Washington agreement were to be effective May 1, 1928.

The employees declined to approve the Washington agreement. Thereafter they submitted a proposal for the modification of the Washington agreement, by limiting the extent to which and time within which cases arising under the double-header, helper, and tonnage rules might be considered, and further introducing the right of the employees to bring up the consideration of a pick-up rule. The carriers refused to entertain that proposal.

Throughout all negotiations the carriers have insisted that both wage increases and change of rules are proper questions for arbitration in the event the parties fail to agree; on the other hand, the employees insist that this wage increase is not a proper question for arbitration, because arbitrations and agreements resulting in increases had been made for conductors and trainmen, engineers, and firemen in the eastern and southeastern districts, and for engineers, firemen, and yardmen in the western district, hence another arbitration would be a useless expenditure of money and time.

A difficulty with that argument is that while the other train-service men had received increases, yet these particular men had been denied any increase under the arbitration award of June, 1927. However, an adverse discriminatory condition did result, which was recognized by the carriers in their offer of a 6½ per cent increase.



Evidence was presented by the employees tending to show that the increase of wages of railroad employees since the pre-war period has not been so great as in some other industries, and the conclusion was drawn that for this reason the classes represented in this dispute should receive increases greater than 7½ per cent.

Evidence on the same subject was introduced by the carriers from which they drew conclusions adverse to the conclusions drawn by the employees. Likewise the representatives of the Chicago Association of Commerce presented evidence and statements on this subject.

The industries selected for comparison, however, were but few and presented only a partial view of wage changes which have taken place in all branches of employment. Apart from this we have felt that it would not be helpful in the present dispute to enter into a general wage inquiry to determine whether the wage level in any industry was equitably balanced with levels in other industries.

The question of change of rules presents another problem. The employees recognized the right of the carriers to present changes in rules for consideration of the joint conference between themselves and the carriers, but they insisted that this question of the elimination of working rules of long standing and general application ought not now be subject to arbitration; however, they later suggested the limited arbitration of certain rules as evidenced by their latest proposal.

The board finds—

1. Considering the increases granted to other train-service employees in the eastern, southeastern, and western districts, and despite the award of June, 1927, the carriers would not have been justified in refusing an increase similar to that granted the engineers and firemen of the western district.

2. Considering the evidence regarding rates of pay and different working conditions of train-service employees in the eastern and southeastern districts, and the rates of pay to engineers and firemen in the western district where working conditions are identical with working conditions of the employees in the case at issue, the carriers were justified in offering an increase of 6½ per cent to the standard rates, containing, in addition to the rates so increased, the existing differentials for mountain and other special service.

3. Considering that the increase to engineers and firemen in the western district took effect on May 1, 1928, it is thought by this board any increase granted to the employees in this dispute should take effect on the same date.

4. Considering the purpose and intent of the railway labor act and the evidence presented, the question of the wage increase demanded and the differences arising thereon during the negotiations are proper questions for arbitration, if the spirit of the law is to guide the actions of carriers and employees.

However, it is difficult to see why this controversy should have arrived at a stage where it could not be settled by mutual negotiations. At one stage or another of this long-protracted dispute the carriers have offered 6½ per cent increase with no change in rules; and at one stage or another the employees have expressed a willingness to accept 7½ per cent increase, with no change in rules. The difference between these offers, expressed in cents per basic day, amounts to from 5 to 7 cents per day. The board regards this difference as too small to justify an interruption of transportation in the territory affected.

Apparently the obstacle to a successful settlement has been the introduction, first by one side and then by the other, of certain controversies in regard to rules; and the effort of each party to change rules, as a basis of settlement, has somewhat befogged the wage issue.

In view of the fact that the conductors and trainmen have at least once, if not twice, during the negotiations agreed to accept a flat percentage increase of wages, irrespective of any vital change in rules; and that the engineers and firemen in this same western district received an increase of but 6½ per cent (instead of 7½ per cent as in the East and 6½ and 7 per cent, respectively, as in the Southeast), we have not given serious attention to the specific demands of the conductors and trainmen for increases amounting to from 15 to 27 per cent.

If conductors and trainmen are to receive wages which are to place them on a nearer level to those of engineers and firemen, such a change should be divorced from the present controversy and considered on its own merits, entirely apart from the present dispute.

5. Considering the evidence presented regarding the origin of the double-header and tonnage limitation rule in 1903, and its modification, affecting changes in equipment, road structures, operation, tonnage, working conditions, and hazards, the problem presented is not free from difficulty.

A large part of the evidence at the hearings before the board related to rules.

On the one hand, the employees wish a change in the pick-up and drop rule; on the other, the carriers wish the elimination or modification, through arbitration of the double-header and tonnage limitation rules. These rules, however, involve technical questions affecting working conditions, over a wide range of territory, which can not be adequately understood or appraised in the brief time open to this board in making its report. The carriers express a willingness to leave the entire settlement of double-header rules to arbitration, but the employees object to signing an agreement which would involve them in a commitment to arbitrate new and uncertain demands which are not specified at the present time.

It is not the purpose, as we understand it, of the railway labor act to impose compulsory arbitration either upon the employees or on the carriers, and in this respect the position of the employees refusing to agree in advance to arbitrate all cases which might come under the double-header rule is not without merit. We were, however, impressed by the statements made by the carriers, that if such changes in double-header rules were submitted to arbitration, no sweeping changes would be asked for; and that the apprehension of the employees as to the effect of such changes was exaggerated.

The board recognizes that arbitration does involve a certain amount of risk to the employees in the protection of fair and reasonable conditions of employment, but on the other hand the perpetuation of rules, adopted many years ago, may become an obstacle to economical operation.

Inasmuch as contractual agreements between the carriers and the employees usually run for but one year, it is to be hoped that the principle of arbitration may be given a wider use, in the expectation that from such experience an orderly method of procedure may be developed for the settlement of disputes.

In particular, it appears to us that the rules limiting the use of double headers deserve a thorough investigation. There is also involved the question of the operation of long trains which the employees maintain increases the hazard of employment. The employees were insistent that the hazard was increasing; the carriers were equally insistent that train operation under current practice shows a decreasing hazard. We believe that this phase of the controversy can be settled only after an investigation by men skilled in technical and practical operation of railroads and suggest that the matter be laid before the Interstate Commerce Commission for their advice and report.

6. In regard to the pick-up and drop or conversion rule, conditions of operation vary on different roads. We believe that controversies on this subject should be settled by negotiations on the individual roads, or by adjustment boards, or through the services of the United States Board of Mediation when negotiations fail.

In conclusion the board suggests that the following proposals and counter-proposals be submitted to the employees for their election and that the carriers abide by such election:

1. Six and one-half per cent increase without change of rules.

2. Seven and one-half per cent increase and the elimination of the double-header and tonnage-limitation rules.

Each of the above includes the continuation of existing differentials for mountain and other special service, and the addition of the requested increase to baggagemen for mail, express, and dynamo service.

3. The Washington agreement, providing for an increase of 7½ per cent on the standard rates for conductors and trainmen, and a procedure, including arbitration under the railway labor act, under which the double-header, helper district, car limit, and tonnage limit rules might be taken up by each carrier in special cases where a carrier claimed such rules produced burdensome or objectionable conditions.

4. That whatever proposal is accepted should be made effective May 1, 1928.

Respectfully submitted.

JAMES R. GARFIELD, *Chairman.*

GEO. T. BAKER.

DAVIS R. DEWEY.

CHESTER H. ROWELL.

W. P. STACY.

(Case No. C-404)

**Parties involved:**

Carrier—The Texas &amp; Pacific Railway Co.

Employees—Engineers, firemen, conductors, brakemen, and baggagemen.

Date of President's proclamation: March 29, 1929.

Members of emergency board: Hon. James R. Garfield, attorney and former Secretary of the Interior; Mr. Chester H. Rowell, economist, formerly a member of United States Shipping Board and California State Railroad Commission; Hon. William Rogers Clay, judge, Court of Appeals of Kentucky; Mr. Walter C. Clephane, attorney and professor of law at Georgetown University; Mr. F. H. Kreismann, insurance business, former mayor of St. Louis, Mo.

Hearings by emergency board begun April 10, 1929; ended April 20, 1929. Place, Dallas, Tex.

Date of report of emergency board, April 20, 1929.

**REPORT OF EMERGENCY BOARD APPOINTED MARCH 30, 1929, UNDER SECTION 10 OF THE LABOR RAILWAY ACT**

In re Texas & Pacific Railway Co. and certain engine and train service employees, members of the following organizations: Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen.

The emergency board appointed by the President pursuant to the provisions of the railway labor act and in accordance with Executive proclamation of March 29, 1929, to investigate and report its findings respecting the dispute between the Texas & Pacific Railway Co. and certain of its employees, officers, and members of the four organizations above mentioned, such dispute not having been adjusted under the provisions of the railway labor act, met at the Baker Hotel, Dallas, Tex., on April 10, 1929. All of the members of the board were present, as follows: Hon. William Rogers Clay, Mr. Walter C. Clephane, Hon. James R. Garfield, Mr. F. H. Kreisman, and Mr. Chester H. Rowell.

The board was organized, James R. Garfield chosen chairman, and Frank M. Williams appointed secretary.

The board was in session from April 10 to April 20, inclusive. The hearings were public and held in the Baker Hotel.

The Texas & Pacific Railway Co., hereinafter called the carrier, was represented by J. L. Lancaster, president, Dallas, Tex.; J. A. Somerville, vice president, Dallas, Tex.; H. D. Earl, general manager, Dallas, Tex.; W. H. Tobin, assistant general manager, Dallas, Tex.; Thomas J. Freeman, general solicitor, New Orleans, La.

The employees, officers, and members of the four organizations, hereinafter called the employees, were represented by E. H. Kruse, assistant grand chief, Brotherhood of Locomotive Engineers; R. Wiesen, general chairman, Brotherhood of Locomotive Engineers; Fred Barr, vice president, Brotherhood of Locomotive Firemen and Enginemen; W. J. Brown, general chairman, Brotherhood of Locomotive Firemen and Enginemen; J. A. Gannon, vice president, Order of Railway Conductors; R. R. Nicholas, general chairman, Order of Railway Conductors; D. A. MacKenzie, vice president, Brotherhood of Railroad Trainmen; C. H. Smith, general chairman, Brotherhood of Railroad Trainmen.

In pursuance of announcement by the board that persons other than those directly involved in the dispute might present facts pertinent to the dispute, representatives of the chambers of commerce of Longview and Marshall, Tex., were heard. Written and oral statements and tabular and statistical exhibits were received and arguments heard. The board having fully considered the facts connected with and growing out of the dispute now submits its report and transmits a complete transcript of its proceedings, the hearings, and exhibits.

The carrier is a corporation organized under an act of the Congress of the United States in 1871. Its line and operations extend from New Orleans, La., to Texarkana and El Paso, Tex. It owns and operates certain branches in Louisiana. Within the State of Texas the carrier has stock control of the following lines: Cisco & Northeastern; Abilene & Southern; Pecos Valley Southern; Weatherford, Mineral Wells & Northwestern; Texas-New Mexico.

Each of said lines connects with the main line of the carrier within Texas.

Prior to January, 1929, the carrier maintained freight terminals at Longview Junction and Marshall, Tex. Marshall is located 46 miles east of Longview.

Early in 1928 the carrier acquired property at Mineola, Tex., a point 48 miles west of Longview. and during the year 1928 expended about \$475,000 in the

acquisition, development, and construction of the Mineola freight terminal. On January 17, 1929, the carrier issued its order changing the freight terminals from Longview Junction and Marshall to Mineola. The purpose of the carrier in making this change was to effect economy in the operation of its railroad and in the readjustment of the length of freight runs between Fort Worth and Texarkana, Tex., and Shreveport, La. The carrier states that an annual saving of not less than 15 per cent upon the cost of the Mineola terminal will be effected and the handling of its growing freight tonnage will be greatly expedited and facilitated.

During August, 1928, the employees made formal and vigorous protest to the carrier against the change of terminals but after being advised by the carrier that the change would certainly be made the employees and the carrier entered into negotiations relative to the changes in living and working conditions that would of necessity result from the change of terminals.

While originally the protest of the employees was against any change of terminals, yet, after the change was an accomplished fact, that protest was abandoned and the negotiations continued relative to the effect of the changes upon the employees who are obliged to move their homes to the new terminals and readjust their living and working conditions to meet the new situation.

Negotiations were conducted between the carrier and the employees during the months of January and February, 1929, but no settlement upon the various points in dispute was effected. On February 23, 1929, both employees and carrier invoked the services of the United States Board of Mediation, setting forth the 10 specific items or cases in dispute as follows:

*Case No. 1.*—Moving terminals from Longview and Marshall, Tex., to Mineola, Tex., and Shreveport, La.

*Case No. 2.*—Compensation for losses sustained by reason of terminals having been removed.

*Case No. 3.*—Contemplated regular assignment of freight crews to regular freight runs to operate Mineola and Fort Worth and Texarkana, and Texarkana and Shreveport.

*Case No. 4.*—Adequate bus-auto or other transportation Fort Worth, Mineola, and Shreveport.

*Case No. 5.*—Pooling of freight cabooses.

*Case No. 6.*—Assignment of passenger engineers and firemen from Fort Worth to Texarkana operating through Longview Junction.

*Case No. 7.*—Application of the Texas & Pacific schedules to the following lines. (A) Cisco & Northeastern Railway; (B) Abilene & Southern Railway; (C) Pecos Valley & Southern Railway; (D) Weatherford, Mineral Wells & Northwestern Railway; (E) Texas & New Mexico Railway.

*Case No. 8.*—Delays in handling; time and discipline claims and cases.

*Case No. 9.*—Applications of decisions Nos. 19 and 33 of the Southwestern Train Service Board of Adjustment. Employees request that management place these decisions in effect.

*Case No. 10.*—Hostler and herder service, Lancaster yard, Fort Worth.

Thereafter negotiations were conducted through the representative of the Board of Mediation resulting in agreements upon cases Nos. 1, 8, 9, and 10. As to the items not agreed upon the Board of Mediation suggested to both the carrier and the employees that the remaining items be submitted to arbitration. The carrier declined to arbitrate case No. 2, being compensation for losses; case No. 3, assignment of freight crews; and case No. 4, bus service. It was willing to submit the remaining cases to arbitration. The employees expressed their willingness to arbitrate case No. 2, regarding compensation, but were unwilling to arbitrate any of the other cases.

At that point, March 14, 1929, the officers of the four train and engine service organizations issued their statement of the facts in dispute to the members of their respective organizations and requested a vote for or against a strike unless a satisfactory settlement could be effected. Thereafter efforts to negotiate were continued but without success. On March 28 the employees notified the carrier that on March 26 the ballots had been counted and indicated a nearly unanimous vote in favor of a strike unless satisfactory settlement be reached and advised the carrier that unless such settlement was promptly reached all the men in service represented by the four organizations would peacefully withdraw at such time as might be decided and of which the carrier would later be advised. The order for the strike was issued March 29 to become effective 6 a. m. March 30.

On March 29 the carrier offered to arbitrate all questions in dispute but this offer was refused by the employees. Immediately thereafter, on March 29, the

President issued the Executive proclamation in accordance with the provisions of section 10 of the railway labor act and created the emergency board.

The points in dispute presented to the board were as follows:

Case 1: Dealing with terminal rules, covering conditions of employment, such as hostler, herder, yard, and other service at Mineola.

Case 2: Compensation for property losses sustained by employees by reason of the removal of terminals.

Case 3: Contemplated assignment of regular freight crews.

Case 4: Bus service at Fort Worth, Shreveport, and Mineola.

Case 5: Pooling of cabooses in all freight service.

Case 6: Assignment of passenger-engine crews on the Fort Worth-Texarkana runs.

Case 7: Application of the Texas & Pacific schedules and the interchange of seniority rights on the following lines: Cisco & Northeastern Railway; Abilene & Southern Railway; Pecos Valley & Southern Railway; Weatherford, Mineral Wells & Northwestern Railway; Texas-New Mexico Railway.

During the progress of the hearings, and as a result of the facts adduced, cases Nos. 1, 3, and 4 were disposed of by agreement between the carrier and the employees.

#### FINDINGS AND CONCLUSIONS

*Case No. 2.*—The chief cause for the dispute existing between the carrier and the employees grows out of the claims of the employees for compensation for property losses which it is alleged the employees who have homes at Longview and Marshall will suffer by reason of the change of terminals to Mineola and the necessary removal of their homes to that point.

The carrier has maintained its terminals at Longview and Marshall, Tex., for many years. Longview is the county seat of Gregg County and has a population of from six to seven thousand. It is the junction point of the carrier and the International & Great Northern. The carrier maintains shops and a roundhouse at that point. The number of train and engine service employees owning homes in Longview affected by the change of terminals is about 100. The number of train and engine service employees affected by the change to Mineola is about 225.

It appears that if all the train and engine service employees affected by the change moved from Longview to Mineola that Longview would suffer an immediate loss of population of approximately 1,000 persons, possibly 15 per cent of its population. The result of that reduction at one time will, without doubt, seriously depreciate the value of the property owned and occupied by the employees affected. The community is not one in which such a number of vacant houses or properties for sale could be quickly or readily absorbed.

The town of Marshall is the county seat of Harrison County and has a population of about 18,000. The number of train and engine service employees affected by the change to Mineola is about 160. The number of such employees owning homes who would be affected by the change of terminals is about 30. Because of the greater population of Marshall and the much smaller per cent of population withdrawn, it is extremely doubtful whether there is any substantial depreciation in property values. It is believed the properties could be readily rented or sold.

The carrier did not have any interest either direct or indirect in the real estate purchased by the employees at either Longview or Marshall, nor has it any such interest in property adjacent to the terminal at Mineola.

Mineola has a population of about 3,000. The carrier has taken measures to facilitate the movement of the employees and their families. The carrier, through conferences with residents of Mineola, has endeavored to prevent undue enhancement of property price to the employees seeking to establish homes. The results of these conferences seem to be effective.

In this case, in which the employees are seeking compensation for the depreciation in the market value of their homes due to the change of terminals, it may be conceded that the carrier is under no legal nor contractual liability. It may also be conceded that the payment of compensation is not a policy generally sanctioned by custom and that the weight of precedent is against it. However, it has been recognized in a particular instance in an act of Congress. It has been applied by three carriers where the amount involved was not large. It is proper, however, to observe that in one instance the carrier was interested in the town-site company that sold the lots. That case is distinguishable by the fact that the carrier owned the lots, induced the employees to purchase, and then destroyed the value of the property sold. The principle has been definitely adopted in

Canada by act of Parliament. But after all the fact that a thing has not often been done is no reason why it should not be done, if it be sound in principle and necessary to meet the demands of justice and fair dealing. Carriers are public-service corporations in the broad meaning of those words. They are subject to governmental regulation and control. The acts of Congress contemplate efficiency of service, fair treatment of employees, and a reasonable return to stockholders. In other words, there is a community of interest between the public, the stockholders, and the employees that must not be overlooked.

The train and engine service employees are in a class by themselves. They must heed the call of the road and move when a terminal is changed, and the character of their employment is such that their opportunities to enter other fields are limited. These men are encouraged to buy their homes. Such ownership strengthens their moral fiber, makes them better citizens, and adds to their efficiency.

The change from Longview Junction to Mineola and from Marshall to Shreveport will result in a substantial saving for the carrier. It is not fair, we think, that the carrier reap the entire benefit and that the employees be compelled to bear the entire loss.

But the question recurs: How shall the loss be apportioned? It is impossible to lay down a rule applicable to every situation. Here the terminals were changed for two purposes: (1) Efficiency; (2) economy. Ordinarily a change made for efficiency is a risk naturally incident to the employment, and in this respect the case for compensation is not so clear. But as before stated, a loss due to a change, made in the interest of economy, should not fall on the employees alone.

We are therefore constrained to the view that in the circumstances here presented the loss should be borne equally by the carrier and the employees. The loss is the depreciation in the market value of the property involved, due solely to the change of terminal and to no other factor. The measure of depreciation is the difference between the market value of the property just before it became generally known that the terminal would be moved and the market value immediately after removal.

In announcing this principle we confine its application to the engineers, firemen, conductors, brakemen, and baggagemen here involved, who are required by the conditions of the service to move their homes. It does not apply to employees who leave or are dismissed from the service. We further confine its application to actual homes of the said classes of employees, of the usual and customary size and character in the town of their location. It does not apply to any lots of unusual size or to any property held or used for mere investment. We are further of the opinion that the claims arising in this case should be settled in conference, or, in case of disagreement, by arbitration in the following manner: Three competent, disinterested men, none of whom live in Longview or Marshall, shall compose the arbitration board. One of them shall be selected by the carrier and one by the employees affected or their representatives. The two thus selected shall select the third. If such selection is not agreed upon within 10 days, the third person shall be selected by the chairman of the United States Board of Mediation.

*Case No. 5.*—The facts regarding this dispute are: The general practice during many years has been not to pool cabooses in freight service except under emergency situations. With the establishment of the Mineola terminal the carrier announced the pooling of cabooses on freight runs through Mineola, but assigning such cabooses to the crews for occupancy at away-from-home terminals.

The employees maintain that this change is a violation of a general rule adopted by agreement between the carrier and employees in 1915 and evidenced by certain letters, dated July 22, 1915, copies of which were presented to the board. The carrier, while not denying the authenticity of the letters, questions the authority of the person over whose name the letters were issued so to bind the carrier.

From all the corroborative evidence presented and the proof of uniform practice in conformity with the terms of agreement expressed in the letter, we find the agreement as claimed by the employees is in force and that pooling of cabooses, except in emergencies, should not be made other than by agreement between the parties or by a change of the rule in accordance with the usual procedure governing the change of rules.

*Case No. 8.*—The facts regarding the assignment of passenger-engine crews on the Fort Worth-Texarkana runs are:

Prior to the establishment of the Mineola Terminal passenger-engine crews ran from Fort Worth to Longview Junction, a distance of 159 miles, and from Longview Junction to Texarkana, a distance of 90 miles.

On January 17, 1929, when the terminals were moved from Longview to Mineola, the engine crews on the passenger runs were notified that their runs would be

extended from Fort Worth to Texarkana, a distance of 249 miles, and from Texarkana to Fort Worth, thus eliminating the break at Longview Junction.

The employees maintain that the run of 249 miles is excessive; that the running time on said runs is from 6 hours and 15 minutes on the fastest runs to 9 hours and 15 minutes on the slowest. This running time does not include the 1 hour and 20 minutes for calling and preparation.

The carrier maintains that by reason of the fact that the main line between Fort Worth and Texarkana has been rebuilt, equipped with electric blocks, heavier engines, heavier rails, and better roadbed, the distance of 249 miles is not excessive in view of the elapsed running time. It further urges that to restore the two runs—namely, from Fort Worth to Longview Junction and from Longview Junction to Texarkana—will result in greater expense and less efficiency because of the fact that time would be taken in making the change at Longview and that constructive mileage between Texarkana and Longview Junction would have to be paid.

Evidence was introduced regarding the length of runs and working conditions on other roads. The board is convinced that the run is excessive and should be abolished.

The carrier urges that if it be abolished the break in the run should be made at the new terminal at Mineola rather than at the old terminal, Longview. With this contention the board is in sympathy even though it necessitates the removal of the engineers and firemen now operating these runs from Longview to Mineola.

*Case No. 7.*—The facts regarding the request of the employees that the seniority rules and schedules of the carrier be applied to the five subsidiary lines are:

These five railroad corporations are corporations organized under the laws of the State of Texas and are not and can not, under the laws of the State, be consolidated with the carrier. Their corporate entity must be maintained although the stock of those corporations is and can legally be owned by the Texas & Pacific Railway Co.

From the testimony presented it is clear that these lines are not branch lines and can not legally be so considered, although, through the stock ownership by the Texas & Pacific, the Texas & Pacific elects the boards of directors who control each of said subsidiary lines. The president of the Texas & Pacific is also the president of each of these companies, but other officers are different.

These lines are short and the methods of operation are very different from the business and operation upon the main line of the carrier. In one instance—that of the Pecos Valley & Southern—the regular motive power is a converted motor truck operated by an engineer who is, in fact, merely a chauffeur. There are occasions when a steam locomotive is used for freight service.

The employees maintain that these subsidiary lines are, in fact, branch lines and that the carrier should be compelled to negotiate rates of pay, working conditions, and seniority rights in accordance with the terms of the agreements between the employees and the carrier, using the Texas & Pacific schedules and rates as a basis of the negotiations and making certain modifications in those schedules and rates in order to meet the special operating and physical conditions upon the subsidiary lines.

The carrier maintains that the subsidiary lines and the employees upon those lines should be governed by the agreements made between the representatives of those lines and their employees or their representatives, admitting that the representatives of the employees appearing in this case are and will be recognized as the representatives of the employees upon the subsidiary lines. The carrier has introduced copies of agreements which have, for many years, been in force upon the subsidiary lines and which were originally made between the officers of the subsidiary lines and the representatives of the employees on those lines and have been, from time to time, by agreement modified and changed to meet conditions.

The board is of the opinion that the contention of the carrier is correct and that all matters in dispute between the employees on the subsidiary lines and the managers of those lines should be negotiated, using the existing rates and schedules and operating rules as a basis for any modifications or changes that may be requested by the employees or their representatives or by the managers of the subsidiary lines.

Respectfully submitted.

JAMES R. GARFIELD, *Chairman*.  
CHESTER H. ROWELL.  
WM. ROGERS CLAY.  
WALTER C. CLEPHANE.  
F. H. KREISMANN.

## TEXT OF THE RAILWAY LABOR ACT

[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 purpose 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 30 days.

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

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

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

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

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

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

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

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

SEC. 6. Carriers and the representatives of the employees shall give at least 30 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 10 days after the receipt of said notice, and said time shall be within the 30 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 10 days has elapsed after termination of conferences without request for or proffer of the services of the Board of Mediation.

## ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SEC. 8. The agreement to arbitrate—

(a) Shall be in writing;

(b) Shall stipulate that the arbitration is had under the provisions of this act;

(c) Shall state whether the board of arbitration is to consist of three or of six members;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) That a member of the board of arbitration rendering the award was guilty of fraud or corruption; or that a party to the arbitration practiced fraud or corruption which fraud or corruption affected the result of the arbitration: *Provided, however*, That no court shall entertain any such petition on the ground that an award is invalid for uncertainty; in such case the proper remedy shall be a submission of such award to a reconvened board, or subcommittee thereof, for interpretation, as provided by this act: *Provided further*, That an award contested

as herein provided shall be construed liberally by the court, with a view to favoring its validity, and that no award shall be set aside for trivial irregularity or clerical error, going only to form and not to substance.

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

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

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

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

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

#### EMERGENCY BOARD

SEC. 10. If a dispute between a carrier and its employees be not adjusted under the foregoing provisions of this act and should, in the judgment of the Board of Mediation, threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the Board of Mediation shall notify the President, who may thereupon, in his discretion, create a board to investigate and report respecting such dispute. Such board shall be composed of such number of persons as to the President may seem desirable: *Provided, however*, That no member appointed shall be pecuniarily or otherwise interested in any organization of employees or any carrier. The compensation of the members of any such board shall be fixed by the President. Such board shall be created separately in each instance and it shall investigate promptly the facts as to the dispute and make a report thereon to the President within 30 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 30 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.

