

Annual Report of the
United States Board
of Mediation ~ 1930

Annual Report
OF THE
United States
Board of Mediation



For the Fiscal Year
ended June 30
1930



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON • 1930

UNITED STATES BOARD OF MEDIATION MEMBERS, 1930

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.

EDWIN P. MORROW. Term expires 1934.

GEORGE A. COOK, *Secretary*

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LETTER OF TRANSMITTAL

BOARD OF MEDIATION,
OFFICE OF THE CHAIRMAN,
Washington, D. C., November 1, 1930.

*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
fourth annual report of the Board of Mediation for the fiscal year
ended June 30, 1930.

SAMUEL E. WINSLOW,
Chairman Board of Mediation.

▼

FOURTH ANNUAL REPORT OF THE BOARD OF MEDIATION

CREATION OF THE BOARD OF MEDIATION

The Board of Mediation was established as an independent agency in the executive branch of the Government by the provisions of the railway labor act approved May 20, 1926.

STATEMENT OF THE BOARD

The Board of Mediation began to function in a practical way early in August, 1926. At that time industrial relations of interstate commerce carriers (the only ones provided for in the railway labor act) and their employees were confused and more or less strained.

Each element, as a whole, entertained almost to a controlling extent doubt or suspicion, or both, in respect of the bona fides of the other.

Such considerations have almost disappeared and a general and proper appreciation of reasonable attitude, one side in respect of the other, is in evidence—an highly desirable state of affairs.

Discussions are now carried on and conclusions are reached, based on the merits of questions under consideration in a temperate and businesslike way.

The public, for which the railway labor act was primarily passed by Congress, has been the special beneficiary of the application of and the splendid results obtained from this law.

No disturbing situations involving carriers and employees now exist in railroad industry.

ITEMS OF INTEREST

During the year an interpretation of a mediation agreement was made by the Board of Mediation for the first time.

There were fewer arbitrations during the past year than in any previous year.

A strike took place on the Toledo, Peoria & Western Railroad at Peoria, Ill., in November, 1929, after a failure to submit questions to arbitration as was advised by the Board of Mediation. The interested parties, however, settled their differences through direct negotiations in June, 1930. This strike did not interrupt interstate commerce.

ARBITRATION AND EMERGENCY BOARD

Arbitration has been successfully held during the year, but no emergency board has been created nor has there appeared need for any.

THE WORK OF THE BOARD

Of the total of 540 cases involving rates of pay, rules, and working conditions submitted to our board, 450 had been disposed of by June 30, 1930; 65 of these were acted upon during the fiscal year covered by this report. Of these 65 cases, 25 were settled through mediation, 7 were submitted to arbitration, 18 were withdrawn through mediation, 2 were withdrawn without mediation consideration, and 13 were retired without mediation proceedings by action of the board. At the end of the year three of the seven cases submitted to arbitration, during the year July 1, 1929, to July 1, 1930, had been concluded. In the remaining four cases the interested parties had not met in an effort to agree upon the appointment of the remaining arbitrator or arbitrators.

During the fiscal year ended June 30, 1930, the board received 222 applications for its services in the adjustment of grievances which had not been decided by an appropriate adjustment board by which they had been considered. This made a total of 291 such cases received by the board since its creation.

Of the 291 grievance cases herein referred to as having been submitted to our board, 120 had been disposed of during the year covered by this report, 9 of the 120 were submitted to arbitration involving two arbitration proceedings. Of the remaining cases before the board, 105 had been assigned for mediation and were receiving attention, and for definite and different reasons 21 remained unassigned.

Of the grand total of 831 cases of all characters thus far received and accepted for mediation, 615 cases have been disposed of, as follows:

By mediation.....	278.
By arbitration.....	67
By withdrawal through mediation.....	190.
By voluntary withdrawal.....	27
By board action.....	53.
	<hr/> 615.

Of the 216 unsettled cases, 169 have been assigned for mediation, and practically all of the assigned cases have had the attention of mediators in initial conferences, etc. There remains a total of 47 cases unassigned to mediators.

In our reports of 1928 and 1929 statement was made that adjustment boards as contemplated by the railway labor act had not been generally created but that the condition had been improved by the voluntary action of the parties in interest. There has been a further improvement this year, our records (not complete) indicating that some 50 additional boards of adjustment have been established.

**COMPARATIVE FINANCIAL STATEMENT FOR YEARS 1927-28, 1928-29,
AND 1929-30**

	Fiscal year 1927-28	Fiscal year 1928-29	Fiscal year 1929-30
APPROPRIATIONS			
Salaries and expenses, Board of Mediation.....	\$237,000.00	\$215,102.00	\$216,570.00
Printing and binding, Board of Mediation.....	3,000.00	2,800.00	1,700.00
Salaries and expenses, arbitration boards.....	100,000.00	80,000.00	80,000.00
Emergency boards, railway labor act.....	50,000.00	50,000.00	50,000.00
Total.....	390,000.00	347,902.00	348,270.00
EXPENDITURES			
Salaries, Board of Mediation.....	151,388.01	147,703.05	142,535.24
Rent of quarters.....	13,761.12	12,540.48	12,039.96
Expenses incident to travel.....	20,102.69	15,865.73	17,005.95
Printing and binding.....	1,308.70	1,266.11	985.52
Other operating expenses.....	5,605.06	4,819.97	4,098.40
Expenses of arbitration boards.....	77,362.50	31,642.70	5,522.04
Expenses of emergency boards.....	4,759.62	28,653.39	-----
Total.....	274,187.70	242,491.43	182,187.11
Unexpended balance, all funds.....	115,812.30	105,410.57	166,082.89
Total.....	390,000.00	347,902.00	348,270.00

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, 1928-29, and 1929-30, and for this reason are not herein presented.

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.

The present organization of the board, in addition to the members and their secretaries, comprises the office of the secretary, office of the mediators, the division of administration and a technical and statistical division—an administrative and clerical staff of 18 employees—making a total force of 28.

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 and statistical division.

(Mediators other than board members have been appointed for field work as the need for such service has appeared.)

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1929, to June 30, 1930 (other than grievance cases)

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-23	1926 Aug. 11	Joint.....	Brotherhood of Railroad Trainmen with Southern Pacific Co. (Pacific lines).	8,888	Yardmasters.....	209	1926 Sept —	San Francisco, Calif.	Withdrawn ¹ .	1929 Sept. 11
C-117	Oct. 29	Employees..	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Kentucky & Indiana Terminal R. R. Co.	100	Clerical employees....	186	-----	Louisville, Ky....	.....do. ¹	Dec. 16
C-143	Aug. 26	....do.....	Railroad Yardmasters of America with Southern Pacific Co. (Pacific lines).	8,888	Yardmasters.....	218	-----	San Francisco, Calif.	Board action ² .	1930 Jan. 18
C-199	1927 Mar. 19	....do.....	Brotherhood of Maintenance of Way Employees and American Federation of Railroad Workers with Pittsburgh & Lake Erie R. R. Co. and Lake Erie & Eastern R. R.	246	Maintenance of way employees.	2,500	1929 Aug. 5	Pittsburgh, Pa....	Withdrawn ¹ .	May 27
CI-213	Mar. 28	....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, Brotherhood of Maintenance of Way Employees, and Brotherhood of Railroad Signalmen of America with 34 specified carriers in eastern territory.	41,393	Clerical, maintenance of way, and signalmen.	220,717	-----	-----	Board action ³ .	Jan. 17
CI-221	Apr. 13	....do.....	Brotherhood of Maintenance of Way Employees with Erie R. R. Co.	2,451	Maintenance of way employees.	10,624	1927 Apr. 26	New York, N. Y.	....do. ³	Jan. 18
CI-272	Aug. 17	....do.....	Brotherhood of Maintenance of Way Employees and Brotherhood of Railroad Signalmen of America with 31 specified carriers in southeastern territory.	37,912	Maintenance of way and signalmen.	84,758	-----	-----	....do. ³	Jan. 17
CI-274	....do.....	....do.....	Brotherhood of Maintenance of Way Employees and Brotherhood of Railroad Signalmen of America with 49 specified carriers in western territory.	134,775	....do.....	222,042	-----	-----	....do. ³	Do.
CI-280	Aug. 22	....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with 23 specified carriers in western territory.	92,925	Clerical employees....	76,660	-----	-----	....do. ³	Do.

C-312	1928 Jan. 25	-----do-----	Brotherhood of Maintenance of Way Employees with Toledo, Peoria & Western R. R.	239	Maintenance of way employees.	290	1928 May 17	Peoria, Ill.-----	Withdrawn ¹ ..	1929 Sept. 23
CI-345	Apr. 21	-----do-----	Railway Employees' Department, American Federation of Labor with Kansas City, Mexico & Orient Ry. Co.	738	Shopmen.-----	1,306	Apr. 25	Wichita, Kans....	Board action ³ .	1930 Jan. 17
C-360	June 19	-----do-----	Switchmen's Union of North America with Peoria & Pekin Union Ry. Co.	26	Yardmen.-----	120	Oct. 17	Peoria, Ill.-----	-----do. ³ -----	Do.
CI-369	July 25	-----do-----	Order of Railroad Telegraphers with 122 specified carriers.	212, 297	Station, telegraph and tower.	55,452	-----	-----	-----do. ³ -----	Do.
C-375	Aug. 27	-----do-----	Railway Employees' Department, American Federation of Labor with Northwestern Pacific R. R. Co.	473	Shopmen.-----	389	Nov. 17	San Francisco, Calif.	-----do. ³ -----	Jan. 20
C-396	Dec. 15	-----do-----	Railway Employees' Department, American Federation of Labor with Minneapolis & St. Louis R. R. Co.	1,628	-----do-----	1,100	1929 Jan. 30	Minneapolis, Minn.	-----do. ³ -----	Do.
CI-398	Dec. 17	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Atlantic Coast Line R. R. Co.	5,105	Clerical employees....	4,319	1928 Dec. 17	Wilmington, N. C.	Withdrawn ¹ ..	1929 Nov. 16
C-404	1929 Feb. 25	Joint.-----	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen with Texas & Pacific Ry. Co.	2,015	Engine, train and yard.	2,381	1929 Feb. 28	Dallas, Tex.-----	Mediation (in part). Board action ⁴ .	Mar. 13 Apr. 10
C-405	Feb. 23	Employees..	Brotherhood of Maintenance of Way Employees with Western Pacific R. R. Co.	1,051	Maintenance of way employees.	200	Oct. 14	San Francisco, Calif.	Mediation....	Nov. 6
C-408	Mar. 13	-----do-----	Nashville, Chattanooga & St. Louis Ry. Clerks' Association with Nashville Chattanooga & St. Louis Ry.	1,260	Clerical employees....	1,132	-----	Nashville, Tenn..	Arbitration....	Oct. 9
C-412	Mar. 25	Employees..	American Train Dispatchers Association with St. Louis Southwestern Ry. Co.	1,817	Train dispatchers....	22	June 21	St. Louis, Mo.-----	Withdrawn ¹ ..	1930 Mar. 8
C-416	Apr. 23	Joint.-----	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen with Denver & Rio Grande Western R. R. Co.	2,563	Engine, train, and yard.	1,404	Apr. 29	Denver, Colo.-----	Mediation....	1929 Oct. 2
C-418	May 18	Employees..	Brotherhood of Locomotive Firemen and Enginemen with Oregon-Washington R. R. & Navigation Co.	2,344	Locomotive firemen....	252	-----	Omaha, Nebr.-----	Withdrawn ¹ ..	1930 Mar. 31

¹ Withdrawn during process of mediation.² The board closed its file.³ The board retired case from active consideration.⁴ 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, 1929, to June 30, 1930 (other than grievance cases)—Coni.

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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-419	1929 May 8	Employees	Railway Employees' Department, American Federation of Labor with Maine Central R. R. Co. and Portland Terminal Co.	1, 122	Shopmen.....	1, 000	May 20	Portland, Me.....	Board action ¹	1930 Jan. 20
C-420	May 9	.....do.....	Brotherhood of Railroad Signalmen of America with New York, New Haven & Hartford R. R. Co.	2, 150	Signalmen.....	677	July 5	New Haven, Conn.	Mediation.....	1929 July 10
C-421	May 17	.....do.....	Brotherhood of Maintenance of Way Employees with Western Pacific R. R. Co.	1, 051	Maintenance of way employees.	1, 200	Oct. 10	San Francisco, Calif.	.....do.....	Oct. 14
C-422	June 8	.....do.....	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen with Gulf, Mobile & Northern R. R. Co. and Nashville, Chattanooga & St. Louis Ry.	1, 994	Engine and train.....	549	July 29	Mobile, Ala., Nashville, Tenn.	Withdrawn ¹	1930 Apr. 5
C-423	June 11	Joint.....	Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	2, 077	Locomotive firemen...	700	July 15	Boston, Mass.....	Arbitration...	1929 July 26
C-424	June 24	Employees.	American Train Dispatchers Association with New York, New Haven & Hartford R. R. Co.	2, 150	Train dispatchers.....	85	Nov. 4	New Haven, Conn.	Mediation.....	Nov. 8
C-425	June 20	.....do.....	National Organization Masters, Mates and Pilots of America with Pere Marquette Ry. Co., Wabash Ry. Co., Ann Arbor R. R. Co., Mackinac Transportation Co., Grand Trunk Ry. Co.	6, 050	Masters, mates, and pilots.	35	Aug. 13	Detroit, Mich.....	.....do.....	Sept. 18
C-427	July 15	.....do.....	Brotherhood of Maintenance of Way Employees with Louisville & Nashville R. R. Co.	5, 038	Maintenance of way employees.	11, 000	Sept. 28	Louisville, Ky.....	.....do.....	Nov. 12
C-428	.....do.....	.....do.....	Brotherhood of Railroad Signalmen of America with Boston & Maine R. R.	2, 077	Signalmen.....	379	Sept. 16	Boston, Mass.....	.....do.....	Oct. 4
C-429	July 20	.....do.....	Order of Railway Conductors and Brotherhood of Railroad Trainmen with Southern Pacific Co. (Pacific lines).	8, 888	Conductors and trainmen.	3, 903	July 25	San Francisco, Calif.	Withdrawn ¹	Aug. 22

C-430	July 26	.....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & North Western Ry. and Chicago, St. Paul, Minneapolis & Omaha Ry.	10,227	Clerical employees.....	8,500	Sept. 19	Chicago, Ill.....	Mediation....	Sept 24
C-431	July 29	.....do.....	American Train Dispatchers Association with Pere Marquette Ry. Co.	2,244	Train dispatchers.....	35	Aug. 15	Detroit, Mich.....	.....do.....	Sept. 16
C-433	Aug. 5	.....do.....	American Train Dispatchers Association with Missouri-Kansas-Texas lines.	3,188	.....do.....	43	Sept. 12	St. Louis, Mo.....	Withdrawn ¹	Nov. 1
C-434	Aug. 16	.....do.....	Order of Railroad Telegraphers with Clinchfield R. R. Co.	309	Station, telegraph, and tower.	40	-----	-----	.....do. ²	Oct. 2
C-435	Aug. 17	.....do.....	Brotherhood of Railroad Bridge and Building Mechanics and Helpers with Boston & Maine R. R.	2,077	Bridge and building mechanics and helpers and steam equipment operators.	678	Nov. 12	Boston, Mass.....	Mediation....	Nov. 22
C-436	Aug. 19	Joint.....	Brotherhood of Railroad Signalmen of America with New York, Chicago & St. Louis R. R. Co.	4,696	Signalmen.....	124	Sept. 27	Cleveland, Ohio..	Withdrawn ¹	Nov. 14
C-437	Aug. 26	Employees..	American Train Dispatchers Association with St. Louis-San Francisco Ry. Co.	5,315	Train dispatchers.....	63	Sept. 12	St. Louis, Mo.....	.....do. ¹	Sept. 24
C-439	Aug. 27	.....do.....	Brotherhood of Railroad Signalmen of America with Louisville & Nashville R. R. Co.	5,038	Signalmen.....	276	Sept. —	Louisville, Ky..	.....do. ¹	Oct. 22
C-440	Aug. 29	.....do.....	Brotherhood of Railroad Signalmen of America with Central of Georgia Ry. Co.	1,921	.....do.....	50	Nov. 18	Savannah, Ga..	.....do. ¹	Nov. 18
C-441	Sept. 3	.....do.....	Shoppers Association, Southern Pacific Co. (Pacific lines) with Southern Pacific Co. (Pacific lines).	8,888	Power house.....	163	Sept. —	San Francisco, Calif.	.....do. ¹	Sept. 23
C-443	Sept. 23	Joint.....	Brotherhood of Maintenance of Way Employees with Baltimore & Ohio R. R. Co.	5,197	Maintenance of way employees.	16,000	Nov. 7	Baltimore, Md....	Mediation....	Nov. 11
C-446	Oct. 2	Employees..	Brotherhood of Maintenance of Way Employees with Chesapeake & Ohio Ry. Co.	3,090	.....do.....	8,000	¹⁹³⁰ Feb. 12	Richmond, Va....	.....do.....	¹⁹³⁰ Mar. 1
C-447	Oct. 3	.....do.....	Brotherhood of Locomotive Engineers with Chicago, Milwaukee, St. Paul & Pacific R. R.	11,250	Locomotive engineers.	3,600	¹⁹²⁹ Oct. 11	Chicago, Ill.....	.....do.....	¹⁹²⁹ Nov. 16
C-452	Oct. 21	.....do.....	Brotherhood of Maintenance of Way Employees with Mobile & Ohio R. R. Co.	1,161	Maintenance of way employees.	1,940	Nov. 14	St. Louis, Mo.....	.....do.....	Nov. 27
C-454	Nov. 1	.....do.....	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with St. Louis-San Francisco Ry. Co.	5,315	Clerical employees.....	4,000	¹⁹³⁰ Jan. 17	.....do.....	.....do.....	¹⁹³⁰ Mar. 26
C-455	Nov. 4	Joint.....	The Order of Railroad Telegraphers with The Baltimore & Ohio Railroad Co.	5,197	Station, telegraph, and tower.	2,200	Apr. 2	Baltimore, Md....	Arbitration...	Apr. 22
C-457	.....do.....	Employees..	Order of Railroad Telegraphers with New York, New Haven & Hartford R. R. Co.	2,150	.....do.....	1,100	Feb. 12	New Haven, Conn.	.....do.....	Feb. 21

¹ Withdrawn during process of mediation.² The board retired case from active consideration.³ Withdrawn before mediation instituted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1929, to June 30, 1930 (other than grievance cases)—Con.

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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-458	1929 Nov. 4	Employees	Order of Railroad Telegraphers with Boston & Maine R. R.	2,077	Station, telegraph, and tower.	900	Feb. 24	Boston, Mass.	Mediation ⁶ Arbitration ⁶	1930 Mar. 11
C-459	Nov. 6	do.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with St. Joseph Union Depot Co.	3	Clerical employees	26	1929 Dec. 11	Kansas City, Mo.	Withdrawn ¹	June 3
C-460	Nov. 11	do.	American Train Dispatchers Association with Chesapeake & Ohio Ry. Co.	3,090	Train dispatchers	24	1930 Feb. 12	Richmond, Va.	Mediation	June 19
C-461	Nov. 20	do.	Order of Railroad Telegraphers with Washington Terminal Co.	52	Station, telegraph, and tower.	34	Mar. 20	Washington, D. C.	do.	Mar. 27
C-463	Nov. 25	do.	Brotherhood of Maintenance of Way Employees with Chicago, Indianapolis & Louisville Ry.	654	Maintenance of way employees.	1,187			Withdrawn ¹	Jan. 2
C-466	Nov. 29	do.	Order of Railroad Telegraphers with Southern Pacific lines (Texas and Louisiana).	4,729	Station, telegraph, and tower.	750	Apr. 2	Houston, Tex.	do. ¹	Apr. 4
C-468	Dec. 5		Brotherhood of Railroad Trainmen with Erie R. R. Co.	2,451	Road train and yard brakemen.	3,500	1929 Dec. 6	New York, N. Y.	Mediation Arbitration. ⁷	Jan. 4
C-471	Dec. 12	Employees	Order of Railroad Telegraphers with Illinois Central R. R. Co., Yazoo & Mississippi Valley R. R. Co., and Gulf & Ship Island R. R. Co.	7,030	Station, telegraph, and tower.	2,083	1930 Feb. 26	Chicago, Ill.	Mediation ⁶ Arbitration. ⁶	Mar. 18
C-474	1930 Jan. 13	Carrier	Illinois Central R. R. Co., Yazoo & Mississippi Valley R. R. Co., and Gulf & Ship Island R. R. Co. with Order of Railroad Telegraphers.	7,030	do.	2,083	Feb. 26	do.	Mediation	Do.
C-483	Jan. 28	Employees	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen with Atchison, Topeka & Santa Fe Ry. Co. (coast lines).	2,587	Engine, train and yard.	40	Feb. 17	Los Angeles, Calif.	do.	Feb. 20

C-487	1929 Nov. 28	-----do-----	Shopcrafts Association, District No. 1 with Southern Pacific Co. (Pacific lines).	8,888	Stationary engineers and firemen.	3	Mar. 13	S a n Francisco, Calif.	-----do-----	Mar. 21
C-489	1930 Feb. 11	Employees..	Brotherhood of Railroad Trainmen with New York, Ontario & Western Ry. Co.	569	Road train and yard brakemen.	448	May 5	Middletown, N.Y.	Withdrawn ¹	1930 May 16
C-496	Mar. 3	Carrier..... Employees.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	220,338	Clerical employees....	50,000	Mar. 10	New York, N. Y.	Mediation....	Mar. 18
C-499	Mar. 12	Employees..	Brotherhood of Maintenance of Way Employees with St. Louis-San Francisco Ry. Co. and subsidiaries.	5,829	Maintenance of way employees.	4,000	Mar. 17	St. Louis, Mo.....	-----do-----	Mar. 26
C-500	Mar. 13	-----do-----	American Train Dispatchers Association with Seaboard Air Line Ry. Co.	4,500	Train dispatchers.....	67	Apr. 24	Savannah, Ga.....	-----do-----	May 5
C-506	Mar. 24	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Atlanta joint terminals.	35	Clerical employees....	160	May 15	Atlanta, Ga.....	-----do-----	June 9

¹ Withdrawn during process of mediation.

² Withdrawn before mediation instituted.

³ Dispute involved rules and rates of pay relative application of 6-day week which was partly settled by mediation, balance to arbitration.

⁷ Dispute involved rules and rates of pay All questions disposed of except rates of pay, which was submitted to arbitration.

TABLE 2.—Arbitrations under the railway labor act, July 1, 1929, to June 30, 1930 (other than grievance cases)

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-100	New York, Chicago & St. Louis R. R. Co.	Clerical and station.	1929 June 8	Arthur M. Millard, president Masonic Bureau of Service and Equipment. H. F. Baldwin, vice grand president Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. A. D. Peters, superintendent New York, Chicago & St. Louis R. R. Co.	Board of Mediation. Employees. Carrier.	1929 Oct. 21	Cleveland, Ohio.	1929 Nov. 13
C-408	Nashville, Chattanooga & St. Louis Ry.	do	Oct. 9	Lee Brock, commissioner of internal revenue, Nashville, Tenn. T. Fulcher Jones, general chairman Nashville, Chattanooga & St. Louis Railway Clerks' Association. A. G. Miller, 928 Broadway, Nashville, Tenn.	Party arbitrators. Employees. Carrier.	Nov. 12	Nashville, Tenn.	Dec. 10
C-423	Boston & Maine R. R.	Locomotive firemen.	July 26	Victor S. Clark, editor, "The Living Age". Frank A. Symonds, 16 Dodge Street, Worcester, Mass. William L. O'Keefe, 10 Agassiz Street, Cambridge, Mass.	Board of Mediation. Employees. Carrier.	Oct. 22	Boston, Mass.	Oct. 29
C-455	Baltimore & Ohio R. R. Co.	Telegraphers, etc.	1930 Apr. 22					(¹)
C-457	New York, New Haven & Hartford R. R. Co.	do	Feb. 21					(¹)
C-458	Boston & Maine R. R.	do	Mar. 11					(¹)
C-468	Erie R. R. Co.	Brakemen	Jan. 4	Victor S. Clark, editor, "The Living Age". R. J. Foran, local chairman Lodge No. 184, Brotherhood of Railroad Trainmen. J. M. Condon, assistant vice president Erie R. R.	Board of Mediation. Employees. Carrier.	1930 Feb. 18	New York, N. Y.	1930 Feb. 28
C-471	Illinois Central R. R. Co., Yazoo & Mississippi Valley R. R. Co., Gulf & Ship Island R. R. Co.	Telegraphers, etc.	Mar. 18					(¹)

¹ Arbitration agreement signed during the fiscal year 1929, and so shown in annual report for that year. Award rendered during the fiscal year covered by this report.

² Carriers and the representatives of the employees had not named their arbitrators at the end of the fiscal year, June 30, 1930.

³ Arbitrators named by the carriers and the representatives of the employees have not held meetings to name their arbitrators at the end of the fiscal year, June 30, 1930.

TABLE 3.—Cases of mediation and arbitration, involving grievances, etc., that were submitted to an appropriate board of adjustment and not decided thereby

[Disposed of prior to July 1, 1930]

Case No.	Parties involved	Disposition	Date
GC-32	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Maine R. R.	Mediation.....	1929 Jan. 17
GC-33	do.....	do.....	do.
GC-34	do.....	do.....	Do.
GC-52	American Federation of Express Workers with American Railway Express Co.	Board action ¹	May 17
GC-53	do.....	Withdrawn ¹	1928 Sept. 1
GC-54	do.....	do. ¹	Do.
GC-63	do.....	do. ¹	Do.
GC-71	Order of Sleeping Car Conductors with Pullman Co.	do. ¹	1929 Mar. 26
GC-72	American Federation of Express Workers with American Railway Express Co.	Board action ¹	May 17
GC-73	do.....	do. ¹	Do.
GC-74	do.....	do. ¹	Do.
GC-75	do.....	Mediation.....	1928 Aug. 31
GC-76	Shop Crafts Protective League with Southern Pacific Co. (Pacific lines).	Withdrawn ¹	Oct. 1
GC-78	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency.	do. ¹	1929 May 15
GC-81	Order of Sleeping Car Conductors with Pullman Co.	Mediation.....	Mar. 26
GC-82	do.....	do.....	Do.
GC-83	Brotherhood of Railroad Trainmen with Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.	Arbitration ⁴	1930 May 8
GC-85	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Maine R. R.	Withdrawn ¹	1928 July 5
GC-86	do.....	Mediation.....	1929 Jan. 17
GC-87	do.....	do.....	Do.
GC-88	Order of Sleeping Car Conductors with Pullman Co.	do.....	Mar. 26
GC-101	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Atlantic Coast Line R. R. Co.	Arbitration ⁴	July 25
GC-102	do.....	do. ¹	Do.
GC-103	do.....	Withdrawn ¹	Do.
GC-104	Order of Sleeping Car Conductors with Pullman Co.	do. ¹	Mar. 26
GC-105	do.....	Mediation.....	Do.
GC-106	Shop Crafts, Association with Southern Pacific Co. (Pacific lines).	Withdrawn ¹	1928 Oct. 9
GC-107	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Atlantic Coast Line R. R. Co.	do. ¹	1929 June 14
GC-108	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Atlantic Coast Line Railroad Co.	Arbitration ⁴	1929 July 25
GC-109	do.....	do. ⁴	Do.
GC-110	do.....	Withdrawn ¹	June 14 1928
GC-112	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Railway Co.	do. ¹	Nov. 28
GC-113	do.....	Mediation.....	Do.

¹ Withdrawn during process of mediation.² Withdrawn before mediation instituted.³ The board closed its file.⁴ GC-83; 187; 195; 198; 201; 203; 204; and 205 consolidated into one arbitration.⁵ This case was closed by arbitration agreement; however, before arbitrators were appointed, the parties composed their differences and withdrew the case.

TABLE 3.—Cases of mediation and arbitration, involving grievances, etc., that were submitted to an appropriate board of adjustment and not decided thereby—Con.

Case No.	Parties involved	Disposition	Date
GC-114	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Railway Co.	Mediation ¹	1929 June 28
GC-116	Brotherhood of Maintenance of Way Employees with Missouri Pacific Railroad Co.	Withdrawn ¹	Apr. 6
GC-117	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	.....do. ¹	Mar. 11
GC-121	Brotherhood of Maintenance of Way Employees with Maine Central Railroad Co.	.....do. ¹	June 13
GC-124	Order of Sleeping Car Conductors with Pullman Co.	.....do. ¹	Mar. 26
GC-127	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	.....do. ¹	Mar. 11
GC-130	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas & Pacific Railway Co.	Mediation.....	Mar. 26
GC-132	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	Withdrawn ¹	July 14
GC-133	.....do.....	Mediation.....	Sept. 17
GC-135	Order of Sleeping Car Conductors with Pullman Co.	.....do.....	Mar. 26
GC-136	.....do.....	.....do.....	Do.
GC-137	.....do.....	.....do.....	Do.
GC-138	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Railway Co.	.....do.....	June 28
GC-139	.....do.....	.....do.....	Do.
GC-140	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	Withdrawn ¹	July 13
GC-141	.....do.....	Board action ³	1930 Jan. 18
GC-143	American Train Dispatchers Association with Quincy, Omaha & Kansas City Railroad Co.	Withdrawn ¹	1929 Dec. 30
GC-145	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Railway Co.	.....do. ¹	June 28
GC-146	Order of Sleeping Car Conductors with Pullman Co.	Mediation.....	1930 Feb. 8
GC-147	.....do.....	.....do.....	Do.
GC-148	.....do.....	Withdrawn ¹	Do.
GC-150	Order of Sleeping Car Conductors with Pullman Co.	Withdrawn ¹	1930 Feb. 8
GC-151	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Missouri Pacific Railroad Co.	Mediation.....	1929 Oct. 30
GC-152	.....do.....	.....do.....	Do.
GC-153	.....do.....	Withdrawn ¹	July 30
GC-154	.....do.....	Mediation.....	Oct. 30
GC-155	.....do.....	.....do.....	Do.
GC-156	.....do.....	.....do.....	Do.
GC-158	American Train Dispatchers Association with Chicago & North Western Railway Co.	.....do.....	Sept. 24
GC-159	.....do.....	Withdrawn ¹	Do.
GC-162	Order of Railroad Telegraphers with Southern Pacific Co. (Pacific lines).	.....do. ¹	Sept. 12
GC-163	.....do.....	.....do. ¹	Do.
GC-164	.....do.....	.....do. ¹	Do.
GC-165	.....do.....	Mediation.....	1930 Jan. 10
GC-166	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	.....do.....	1929 Dec. 11
GC-176	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southeastern Express Co.	Withdrawn ¹	Nov. 15
GC-177	.....do.....	Mediation.....	1930 Feb. 1
GC-178	Order of Sleeping Car Conductors with Pullman Co.	Withdrawn ¹	Feb. 8
GC-179	.....do.....	.....do. ¹	Jan. 24
GC-180	.....do.....	.....do. ¹	Feb. 8
GC-182	Associated Organizations of Shop Craft Employees, Great Northern Railway with Great Northern Railway Co.	Mediation.....	Apr. 18

¹ Withdrawn during process of mediation.³ The board closed its file.

TABLE 3.—Cases of mediation and arbitration, involving grievances, etc., that were submitted to an appropriate board of adjustment and not decided thereby—Con.

Case No.	Parties involved	Disposition	Date
GC-184	Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen with New York Central Railroad—west of Buffalo.	Mediation.....	1930 Mar. 27
GC-185	Order of Railway Conductors and Brotherhood of Railroad Trainmen with New York Central Railroad—Buffalo and east.	Withdrawn ¹	Do.
GC-186	Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen with New York Central Railroad—Buffalo and east.	Arbitration.....	Do.
GC-187	Brotherhood of Railroad Trainmen with New York Central Railroad—west of Buffalo.	.....do. ⁴	May 8
GC-188	Order of Railway Conductors and Brotherhood of Railroad Trainmen with New York Central Railroad—west of Buffalo.	Withdrawn ¹	Mar. 27
GC-189	Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen with New York Central Railroad—west of Buffalo.	Mediation.....	Do.
GC-190	Order of Railway Conductors and Brotherhood of Railroad Trainmen with New York Central Railroad—Buffalo and east.	Withdrawn ¹	Do.
GC-191	do.....	.....do. ¹	Do.
GC-192	Brotherhood of Locomotive Firemen and Enginemen with New York Central Railroad—Buffalo and east.	Mediation.....	Do.
GC-193	Order of Railway Conductors and Brotherhood of Railroad Trainmen with Cleveland, Cincinnati, Chicago & St. Louis Railway Co.	Withdrawn ¹	Do.
GC-194	do.....	.....do. ¹	Do.
GC-195	Brotherhood of Railroad Trainmen with Pittsburgh & Lake Erie Railroad Co.	Arbitration ⁴	May 8
GC-196	do.....	.....do. ⁴	Do.
GC-201	do.....	.....do. ⁴	Do.
GC-202	do.....	Withdrawn ¹	Mar. 27
GC-203	do.....	Arbitration ⁴	May 8
GC-204	do.....	.....do. ⁴	Do.
GC-205	do.....	.....do. ⁴	Do.
GC-224	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southeastern Express Co.	Mediation.....	1929 Nov. 14
GC-225	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, Rock Island & Pacific Railroad Co.	Withdrawn ¹	1930 May 15
GC-227	do.....	.....do. ¹	Do.
GC-228	do.....	.....do. ¹	Do.
GC-229	do.....	.....do. ¹	Do.
GC-230	do.....	.....do. ¹	Do.
GC-231	do.....	.....do. ¹	Do.
GC-232	do.....	.....do. ¹	Do.
GC-234	Brotherhood of Railroad Trainmen with Boston & Main Railroad	Mediation.....	June 26
GC-235	do.....	Withdrawn ¹	Do.
GC-236	do.....	.....do. ¹	Do.
GC-237	do.....	Mediation.....	Do.
GC-239	American Train Dispatchers Association with New York, Chicago & St. Louis Railroad Co.	Withdrawn ²	Jan. 3
GC-240	Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine Railroad.	Mediation.....	June 20
GC-241	Order of Sleeping Car Conductors with Pullman Co.....	Withdrawn ¹	Feb. 8
GC-242	do.....	.....do. ¹	Do.
GC-243	do.....	.....do. ¹	Do.
GC-247	Brotherhood of Locomotive Engineers with New York Central Railroad—Buffalo and east.	.....do. ¹	Mar. 27
GC-261	Brotherhood of Maintenance of Way Employees with Great Northern Railway Co.	.....do. ¹	Apr. 14
GC-262	do.....	.....do. ¹	Do.
GC-263	do.....	.....do. ¹	Do.
GC-264	Brotherhood of Maintenance of Way Employees with Great Northern Railway Co.	Withdrawn ¹	1930 Apr. 14
GC-265	do.....	Mediation.....	Apr. 4
GC-266	do.....	.....do.....	Do.
GC-267	do.....	Withdrawn ¹	Do.
GC-268	do.....	.....do. ¹	Apr. 14

¹ Withdrawn during process of mediation.² Withdrawn before mediation instituted.⁴ GC-83; 137; 195; 196; 201; 203; 204; and 205 consolidated into one arbitration.

TABLE 3.—Cases of mediation and arbitration, involving grievances, etc., that were submitted to an appropriate board of adjustment and not decided thereby—Con.

Case No.	Parties involved	Disposition	Date
GC-269	Brotherhood of Maintenance of Way Employees with Great Northern Railway Co.	Mediation.....	1930 Apr. 4
GC-270	.....do.....	do.....	Apr. 7
GC-271	.....do.....	do.....	Do.
GC-272	Order of Sleeping-Car Conductors with Pullman Co.	do.....	Feb. 8
GC-273	.....do.....	do.....	Do.
GC-274	American Train Dispatchers Association with Seaboard Air Line Railway Co.	Withdrawn ¹	May 7
GC-277	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Great Northern Railway Co.	Mediation.....	May 12
GC-278	.....do.....	do.....	Do.
GC-279	.....do.....	do.....	Do.
GC-282	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	do.....	May 21
GC-283	.....do.....	Withdrawn ¹	May 19
GC-284	.....do.....	do. ¹	Do.
GC-285	.....do.....	do. ¹	Do.
GC-286	.....do.....	Mediation.....	May 21
GC-287	.....do.....	Withdrawn ¹	May 19
GC-288	.....do.....	do. ¹	Do.
GC-289	.....do.....	Mediation.....	May 21
GC-290	.....do.....	do.....	Do.
GC-291	.....do.....	do.....	May 19
GC-292	.....do.....	Withdrawn ¹	Do.
GC-293	.....do.....	Mediation.....	May 21
GC-294	.....do.....	Withdrawn ¹	Do.
GC-295	.....do.....	Mediation.....	Do.
GC-296	.....do.....	Withdrawn ¹	May 19
GC-297	.....do.....	Mediation.....	May 21
GC-298	.....do.....	Withdrawn ¹	Do.
GC-299	.....do.....	do. ¹	Do.
GC-300	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Maine Railroad.	Withdrawn ²	May 22
GC-333	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	Withdrawn ¹	May 21
GC-334	.....do.....	do. ¹	May 19
GC-336	.....do.....	Mediation.....	May 21
GC-337	.....do.....	Withdrawn ¹	Do.
GC-338	.....do.....	do. ¹	Do.
GC-339	.....do.....	do. ¹	Do.
GC-340	.....do.....	Mediation.....	Do.
GC-341	.....do.....	do.....	Do.
GC-342	.....do.....	Withdrawn ¹	Do.
GC-343	.....do.....	Mediation.....	Do.
GC-344	.....do.....	do.....	Do.
GC-345	.....do.....	Withdrawn ¹	Do.
GC-346	.....do.....	Mediation.....	Do.
GC-347	.....do.....	Withdrawn ¹	Do.
GC-352	.....do.....	do. ¹	Do.
GC-353	.....do.....	Mediation.....	Do.
GC-354	.....do.....	do.....	Do.
GC-355	.....do.....	do.....	Do.
GC-369	Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine Railroad.	do.....	June 20

¹ Withdrawn during process of mediation.² Withdrawn before mediation instituted.

TABLE 4.—*Arbitration under the railway labor act, July 1, 1929, to June 30, 1930 (grievances)*

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	
GC-83 187 195 196 201 203 204 205	New York Central R. R. Co.—Lines west of Buffalo; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Pittsburgh & Lake Erie R. R. Co.	Road and yard brakemen.	1930 May 6					(1)
GC-186	New York Central R. R. Co.—Buffalo and east.	Locomotive engineers and firemen.	Mar. 27					(2)

¹ Arbitrators named by the carriers and the representatives of the employees have not held meetings to name their arbitrators at the end of the fiscal year, June 30, 1930.

² Carriers and the representatives of the employees had not named their arbitrators at the end of the fiscal year, June 30, 1930.

TABLE 5.—Settlements, by organizations July 1, 1929, to June 30, 1930

	Settled by—		With- drawn	Closed by board action	Retired	Total
	Media- tion	Arbitra- tion				
Bridge and Building Mechanics and Helpers, Brotherhood of Railroad.....	1	-----	-----	-----	-----	1
Clerks, Freight Handlers, Express and Station Em- ployees; Brotherhood of Railway.....	4	-----	3	-----	1	8
Clerks Association, Nashville, Chattanooga & St. Louis Railway.....	-----	1	-----	-----	-----	1
Clerks, Freight Handlers, Express and Station Em- ployees; Signalmen, Brotherhood of Railroad of America; Maintenance of Way Employees, Brother- hood of.....	-----	-----	-----	-----	1	1
Conductors, Order of Railway; Trainmen, Brother- hood of Railroad.....	-----	-----	1	-----	-----	1
Dispatchers Association, American Train.....	4	-----	3	-----	-----	7
Engineers, Brotherhood of Locomotive.....	1	-----	-----	-----	-----	1
Firemen and Enginemen, Brotherhood of Locomo- tive.....	-----	1	1	-----	-----	2
Firemen, Brotherhood of Locomotive; Engineers, Brotherhood of Locomotive; Conductors, Order of Railway; Trainmen, Brotherhood of Railroad.....	2	-----	1	1	-----	4
Maintenance of Way Employees, Brotherhood of.....	7	-----	2	-----	1	10
Maintenance of Way Employees, Brotherhood of; American Federation of Railroad Workers.....	-----	-----	1	-----	-----	1
Masters, Mates and Pilots, National Organization of Shop Crafts, Railway Employees Department, Ameri- can Federation of Labor.....	1	-----	-----	-----	4	4
Shop Crafts Association.....	1	-----	1	-----	-----	2
Signalmen of America, Brotherhood of Railroad.....	2	-----	3	-----	-----	5
Signalmen of America, Brotherhood of Railroad; Maintenance of Way Employees, Brotherhood of Switchmen's Union of North America.....	-----	-----	-----	-----	2	2
Telegraphers, Order of Railroad.....	2	4	2	-----	1	9
Trainmen, Brotherhood of Railroad.....	-----	1	2	-----	-----	3
Yardmasters of America, Railroad.....	-----	-----	-----	1	-----	1
Total.....	25	7	20	2	11	65

SUMMARY OF ARBITRATIONS FOR FISCAL YEAR ENDED JUNE 30, 1930

THE NEW YORK, CHICAGO & ST. LOUIS RAILWAY CO. AND THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun October 21, 1929)

PARTIES INVOLVED

Employees.—Approximately 2,891 clerical and station employees, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Carrier.—One. (New York, Chicago & St. Louis Railway Co.)

AWARD

Dated.—November 13, 1929.

Effective date.—November 1, 1929.

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

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

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

(1) Add to the rates of pay in effect October 31, 1929, an increase of six (6) per cent of the existing rate for the class of employees coming within Group Eight (8) of the Interstate Commerce Commission classification.

(2) Add to the rates of pay in effect October 31, 1929, an increase of four (4) per cent of the existing rate for the class of employees coming within Group Nine (9) of the Interstate Commerce Commission classification.

(3) Add to the rates of pay in effect October 31, 1929, an increase of five and one-half (5½) per cent of the existing rates for the class of employees coming within Group Ten (10) of the Interstate Commerce Commission classification.

(4) Add to the rates of pay in effect October 31, 1929, an increase of five (5) per cent of the existing rate for the class of employees coming within Groups Eleven (11), Thirteen (13), Fourteen (14), Eighteen (18), Thirty-three (33), Eighty-six (86), One Hundred (100), and One Hundred and One (101) of the Interstate Commerce Commission classification.

(5) Add to the existing guaranteed hourly rates of pay in-effect October 31, 1929, an increase of six (6) per cent for the class of employees coming within Groups One Hundred and Five (105) and One Hundred and Six (106) of the Interstate Commerce Commission classification.

(6) No change is to be made in the rates of pay for the classes of employees represented in this hearing coming within groups other than as above designated.

(7) It is understood that the percentage rates of increase provided for in this award shall be applied to all piecework and tonnage rates in effect on October 31, 1929.

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

(Arbitration hearings begun October 9, 1929)

PARTIES INVOLVED

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

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

AWARD

Dated.—December 10, 1929.

Effective date.—April 1, 1929.

Life of.—Not specified in the award. However, the agreement to arbitrate provides that the award of the board of arbitration should become effective on the date fixed in its award, and shall continue in force for the period of one year from the effective date thereof, and thereafter, subject to 30 days' notice by or to the railway.

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

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

Effective April 1, 1929, an increase of 3 per cent per annum to apply to all clerical employees, except the minimum and step rate was established as follows: \$60, \$65, \$74, \$91.50.

NOTE.—The arbitrator chosen by the carrier dissented from the majority award.

BOSTON & MAINE RAILROAD AND THE BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

(Arbitration hearings begun October 22, 1929)

PARTIES INVOLVED

Employees.—Approximately 700 locomotive firemen, represented by the Brotherhood of Locomotive Firemen and Engineers.

Carrier.—One. (Boston & Maine Railroad.)

AWARD

Dated.—October 29, 1929.

Effective date.—July 26, 1929.

Life of.—One year from July 26, 1929, and thereafter subject to 30 days' written notice by either party to the other.

Where filed.—United States District Court, District of Massachusetts.

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

"Firemen who have completed one year's service, and who have not previously qualified on stoker-fired locomotives shall when first called or assigned to such locomotives be accompanied by an instructor, to be selected by the management at its discretion, for one round trip unless they are earlier certified as qualified by a representative of the management. Firemen who have qualified on one type of stoker and who are called or assigned to locomotives equipped with a different type of stoker which they are not qualified to operate shall receive instruction during one leg of a round trip of additional road service unless previously certified as qualified by a representative of the management. In both instances the learner fireman shall receive the standard rate while under instruction, and the instructor, if a fireman, shall receive the regular rate for the locomotive in question."

ERIE RAILROAD CO. AND THE BROTHERHOOD OF RAILROAD TRAINMEN

(Arbitration hearings begun February 18, 1930)

PARTIES INVOLVED

Employees.—Approximately 3,500 brakemen, represented by the Brotherhood of Railroad Trainmen.

Carrier.—One. (Erie Railroad Co.)

AWARD

Dated.—February 28, 1930.

Effective date.—March 1, 1930.

Life of.—One year from March 1, 1930, and thereafter subject to 30 days' written notice by either party to the other.

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

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

That brakemen on three crews at Avoca, Pa., known as "hump engine," "roustabout," and "shop engine" and three crews in Dunmore Yard shall, effective March 1, 1930, be paid rates of \$6.62 per day with overtime at the rate of \$1.24¼ per hour; that the award is in no way intended to increase the recognized standard rate of pay for mine-run service now paid local freight rates; that the award grants no arbitrariness for road service and no other provision affecting compensation for yard work, as distinguished from mine-run work.

NOTE.—The arbitrator chosen by the employees dissented from the majority award.

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 admin-

ister 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 acknowledgement of an agreement of arbitration under this act. When so acknowledged, or when acknowledged by the parties before a notary public or the clerk of a district court or a circuit court of appeals of the United States, such agreement to arbitrate shall be delivered to a member of said board, or transmitted to said board, to be filed in its office.

(c) When an agreement to arbitrate has been filed with the Board of Mediation, or with one of its members, as provided by this section, and when the said board, or a member thereof, has been furnished the names of the arbitrators

chosen by the parties to the controversy, it shall be the duty of the Board of Mediation to cause a notice in writing to be served upon said arbitrators, notifying them of their appointment, requesting them to meet promptly to name the remaining arbitrator or arbitrators necessary to complete the board of arbitration, and advising them of the period within which, as provided by the agreement to arbitrate, they are empowered to name such arbitrator or arbitrators.

(d) Either party to an arbitration desiring the reconvening of a board of arbitration to pass upon any controversy arising over the meaning or application of an award may so notify the Board of Mediation in writing, stating in such notice the question or questions to be submitted to such reconvening 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 question 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.