Annual Report of the United States Board of Mediation ∞ 1931

Annual Report

OF THE

United States Board of Mediation

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For the Fiscal Year
ended June 30
1931

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UNITED STATES BOARD OF MEDIATION MEMBERS, 1931

JOHN WILLIAMS. Term expires 1931.
G. WALLACE W. HANGER. Term expires 1932.
OSCAR B. COLQUITT. Term expires 1933.
EDWIN P. MORROW. Term expires 1934.
SAMUEL E. WINSLOW, *Chairman*. Term expires 1935.
GEORGE A. COOK, *Secretary*

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LETTER OF TRANSMITTAL

BOARD OF MEDIATION,
OFFICE OF THE CHAIRMAN,
Washington, D. C., November 1, 1931.

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 fifth annual report of the Board of Mediation for the fiscal year ended June 30, 1931.

SAMUEL E. WINSLOW,
Chairman Board of Mediation.

FIFTH 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

During the fiscal year ending June 30, 1931 the cases, which have come to the Board of Mediation, while relatively numerous have not, broadly viewed, been of such outstanding importance as in preceding years.

It should be realized that a more definite understanding, with attending good results, has been progressively established by employee and carrier interests. This has insured fewer discussions of vital labor problems.

The economic condition of the country has also contributed a definite influence.

The attitude of employees and carriers—one toward the other—continues to be friendly and healthy.

At the end of the year covered by this report there appeared to be no sign of impending interruptions to interstate commerce in railway industry.

ITEMS OF INTEREST

During the year the board rendered two interpretations of mediation agreements, making a total of three interpretations rendered in the 376 cases disposed of through mediation agreements during the 5-year period.

There was not a strike on any railroad during the past year.

The total number of cases both received and disposed of by the Board of Mediation during the past year shows an increase as compared with any previous year.

ARBITRATION AND EMERGENCY BOARD

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

An emergency board was appointed by the President on April 16, 1931, under the provisions of section 10 of the railway labor act, to investigate and report respecting unadjusted differences then existing between the Federated Shop Crafts, American Federation of Labor, and the Louisiana & Arkansas Railway Co., at Shreveport, La. Text of the report (made public by the President July 9, 1931) is embodied (p. 19) herein.

THE WORK OF THE BOARD

Of the total of 618 cases involving changes in rates of pay, rules, or working conditions submitted to our board (from the beginning of its work July, 1926), 504 had been disposed of by June 30, 1931; 54 of these were acted upon during the fiscal year covered by this report. Of these 54 cases, 24 were settled through mediation, 4 were submitted to arbitration, 12 were withdrawn through mediation, 6 were withdrawn during process of investigation, 2 were withdrawn without mediation consideration, and 6 were retired without mediation proceedings by action of the board. At the end of the year 1 of the 4 cases submitted to arbitration during the year July 1, 1930, to July 1, 1931, had been concluded, and one case was withdrawn before the award was rendered. In the remaining 2 cases the interested parties had not met in an effort to agree upon the appointment of the remaining arbitrator or arbitrators.

Of the total of 596 cases involving grievances or differences arising out of the interpretation or application of existing agreements concerning rates of pay, rules, or working conditions not adjusted by the parties in conference and not decided by an appropriate adjustment board, 413 had been disposed of by June 30, 1931; 248 of these were acted upon during the fiscal year covered by this report. Of these 248 cases, 74 were settled through mediation, 113 were submitted to arbitration, 58 were withdrawn through mediation, 1 was withdrawn without mediation consideration, and 2 were closed without mediation proceedings by action of the board. At the end of the year 10 of the 113 cases submitted to arbitration during the year July 1, 1930, to July 1, 1931, had been concluded with 3 arbitration proceedings. In the remaining 103 cases, which involve 3 arbitration proceedings, the interested parties had not met in an effort to agree upon the appointment of the remaining arbitrator or arbitrators, or were making further effort to otherwise dispose of their differences.

Of the grand total of 1,214 cases of all characters thus far received and accepted for mediation, 917 cases have been disposed of as follows:

By mediation	376
By arbitration	183
By withdrawal through mediation	265
By voluntary withdrawal	32
By board action	61
	917

Of the 297 unsettled cases, 276 have been assigned for mediation, and practically all of the assigned cases have had the attention of mediators in initial conferences, etc. There remain 21 cases unassigned to mediators.

In former reports our board has stated that adjustment boards as contemplated by the railway labor act had not been generally created, even though the condition had been improved from year to year by voluntary action of the parties in interest. There has been a further improvement this year, our records (not complete) indicating that some 28 additional boards of adjustment have been established. There are approximately 272 adjustment boards now functioning under the provisions of the railway labor act.

COMPARATIVE FINANCIAL STATEMENT FOR YEARS 1927–28, 1928–29, 1929–30, AND 1930–31

	Fiscal year 1927–28	Fiscal year 1928–29	Fiscal year 1929–30	Fiscal year 1930–31
APPROPRIATIONS				
Salaries and expenses, Board of Mediation	$237,000.00	$215,102.00	$216,570.00	$196,680.00
Printing and binding, Board of Mediation	3,000.00	2,800.00	1,700.00	1,700.00
Salaries and expenses, arbitration boards	100,000.00	80,000.00	80,000.00	80,000.00
Emergency boards, railway labor act	50,000.00	50,000.00	50,000.00	50,000.00
Total	390,000.00	347,902.00	348,270.00	328,380.00
EXPENDITURES				
Salaries, Board of Mediation	151,388.01	147,703.05	142,535.24	136,059.62
Rent of quarters	13,761.12	12,540.48	12,039.96	9,654.72
Expenses incident to travel	20,102.69	15,865.73	17,005.95	16,065.43
Printing and binding	1,308.70	1,266.11	985.52	823.25
Other operating expenses	5,505.06	4,819.97	4,098.40	4,849.23
Expenses of arbitration boards	77,362.50	31,642.70	5,522.04	21,324.01
Expenses of emergency boards	4,759.62	28,653.39		4,611.84
Total	274,187.70	242,491.43	182,187.11	193,388.10
Unexpended balance, all funds	115,812.30	105,410.57	166,082.89	134,991.90
Total	390,000.00	347,902.00	348,270.00	328,380.00

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 thereafter, 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, law officer and assistant to the chairman, mediators (not board members), division of administration and a technical and statistical division—an administrative and clerical staff of 16 employees—making a total force of 26.

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, 1930, to June 30, 1931 (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)		
CI-31	1926 Aug. 20	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Erie R. R. Co.	2,451	Clerical	5,990			Withdrawn [1]	1931 Jan. 28
CI-196	1927 Mar. 15	do	International Association of Machinists with The Virginian Ry. Co.	561	Machinists	139			Board action [2]	1930 Nov. 20
C-411	1929 Mar. 22	do	Brotherhood of Locomotive Engineers and Order of Railway Conductors with Sacramento Northern Ry. Co.	327	Motormen and conductors.	60			do.[2]	Do.
CI-442	Sept. 23	do	Switchmen's Union of North America with Birmingham Southern R. R. Co.	18	Switchmen	76			Withdrawn [1]	1931 Apr. 6
C-448	Oct. 8	do	Order of Railway Conductors; Brotherhood of Railroad Trainmen; Brotherhood of Locomotive Firemen and Enginemen; Order of Railroad Telegraphers; Brotherhood of Maintenance of Way Employees; International Association of Machinists; Brotherhood of Railway Carmen of America; International Brotherhood of Blacksmiths' Drop Forgers, and Helpers of America; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; Sheet Metal Workers' International Association and International Brotherhood of Electrical Workers with Toledo, Peoria & Western R. R.	240	Conductors, brakemen, firemen, telegraphers, maintenance-of-way forces, shopmen.	400	1929 Oct. 10	Peoria, Ill	Board action [2]	1930 Nov. 21
CI-449	do	do	National Organization Masters, Mates, and Pilots of America with Brooklyn Eastern District Terminal Co.	11	Masters, mates, pilots	47			do.[2]	Do.
CI-450	Oct. 16	do	Switchmen's Union of North America with Warrior River Terminal Co.	19	Switchmen	7			Withdrawn [1]	Oct. 17
C-451	do	do	Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen with St. Louis & Hannibal R. R. Co.	104	Engine and train service employees.	90	Dec. 13	St. Louis, Mo	do.[3]	1931 Apr. 15

CI-464	Nov. 26	do	National Marine Engineers Beneficial Association with Southern Pacific Steamship Co.	6,284	Marine engineers	(4)			Board action [2]	1930 Nov. 20
C-465	Nov. 29	do	The Order of Railroad Telegraphers with Southern Pacific Lines in Texas and Louisiana.	4,729	Telegraphers	760	1930 Apr. 2	Houston, Tex	Withdrawn [3]	Aug. 28
CI-467	do	do	National Organization of Masters, Mates, and Pilots of America with Southern Pacific Steamship Co.	6,284	Masters, mates, pilots	(4)			Board action [2]	Nov. 20
C-470	Dec. 12	do	Brotherhood of Locomotive Engineers with Missouri Pacific R. R. Co.	7,452	Engineers	1,500	Mar. 3	St. Louis, Mo	Mediation	Aug. 22
C-472	Dec. 31	do	Brotherhood of Locomotive Engineers with Southern Pacific Co. (Pacific lines).	8,888	do	1,813	Oct. 1	San Francisco, Calif.	do	Oct. 31 Nov. 7
C-478	1930 Jan. 18	Joint	Brotherhood of Locomotive Engineers with New York, New Haven & Hartford R. R. Co.	2,150	do	909	1931 Feb. 11	New Haven, Conn.	do	1931 Feb. 19
C-481	Jan. 30	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with the Chicago, Rock Island & Pacific Ry. Co.	8,089	Clerical	5,600	1930 May 12	Chicago, Ill	do	1930 Dec. 5
C-495	Feb. 27	do	Brotherhood of Maintenance of Way Employees with Boston & Maine R. R.	2,077	Maintenance-of-way forces.	6,947	do	Boston, Mass	do	Aug. 12
C-497	Mar. 10	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with St. Paul Union Depot Co.	13	Clerical	200	May 13	St. Paul, Minn	do	July 12
C-504	Mar. 13	do	Brotherhood of Locomotive Engineers with Atchison, Topeka & Santa Fe Ry. Co. (eastern and western lines).	7,040	Engineers	1,138	Oct. 15	Chicago, Ill	do	Oct. 22
C-509	Apr. 4	do	Brotherhood of Locomotive Engineers with Union Pacific System.	10,158	do	1,748	1931 Apr. 21	Omaha, Nebr	do	1931 Apr. 21
CI-511	Apr. 11	Joint	The Order of Railroad Telegraphers with the Denver & Rio Grande Western R. R. Co.	2,660	Telegraphers ticket agent.	3			Withdrawn [5]	1930 Aug. 16
C-513	Apr. 11	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	220,338	Express employees	50,000	1930 May 8	New York, N. Y.	Mediation [6] Arbitration [6]	July 24 Do.
C-514	Apr. 19	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Northern Pacific Ry. Co.	6,759	Clerical	4,000	May 12	St. Paul, Minn	Mediation	July 10

[1] Withdrawn during process of investigation.
[2] The board closed its file.
[3] Withdrawn during process of mediation.
[4] Unknown.
[5] Withdrawn before mediation instituted.
[6] Dispute involved rules changes, some of which were disposed of in mediation, balance arbitrated.

TABLE 1.—*Cases of mediation and arbitration under the railway labor act, July 1, 1930, to June 30, 1931 (other than grievance cases)*—Con.

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-520	1930 Apr. 24	Employees	Brotherhood of Maintenance of Way Employees with Maine Central R. R. Co. and Portland Terminal Co.	1,122	Maintenance-of-way forces.	2,400	1930		Withdrawn [3]	1930 Aug. 13
C-527	Mar. 26	Carrier	New York Central Railroad Company (Buffalo and east) with Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.	3,461	Train and engine service.	500	Dec. 17	New York, N. Y.	Arbitration	1931 Mar. 13
C-529	June 11	Joint	Brotherhood of Locomotive Firemen and Enginemen with Lehigh Valley R. R. Co.	1,362	Firemen	631	Sept. 22	do	Withdrawn [3]	1930 Sept. 26
CI-532	June 18	Employees	National Marine Engineers' Beneficial Association with New York, New Haven & Hartford R. R. Co.	2,150	Marine engineers	55			do.[1]	Oct. 18
CI-533	June 25	do	Switchmen's Union of North America with Minneapolis, St. Paul & Sault St. Marie Ry. Co.	4,397	Switchmen	90			do.[1]	1931 Mar. 2
C-534	June 21	do	The Order of Railroad Telegraphers with the Denver & Rio Grande Western R. R. Co.	2,660	Telegraphers	313	July 21	Denver, Colo	Mediation	1930 Aug. 13
C-535	June 27	do	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with the Denver & Rio Grande Western R. R. Co.	2,660	Engine and train	1,476	do	do	do	Aug. 12
C-536	June 30	do	Brotherhood of Maintenance of Way Employees with Denver Union Terminal Ry. Co.	6	Maintenance-of-way forces	12	Aug. 4	do	Withdrawn [3]	Sept. 24
C-537	do	do	do	6	do	12	do	do	do.[3]	Do.
C-538	June 4	Joint	Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	5,569	Switchmen	15	Dec. 9	Chicago, Ill	Arbitration	1931 Mar. 26
C-540	July 24	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Wabash Ry. Co.	2,524	Clerical	11	July 30	St. Louis, Mo	Withdrawn [3]	1930 Sept. 29

C-541	Aug. 7	do	Brotherhood of Railroad Signalmen of America with Southern Pacific Lines in Texas and Louisiana.	4,729	Signalmen	150	Sept. 4	Houston, Tex	Mediation	Sept. 22
C-545	Aug. 25	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, with St. Louis-San Francisco Ry. Co.	5,814	Clerical	3,228	Sept. 25	St. Louis, Mo	do	Sept. 26
C-550	Sept. 17	do	Brotherhood of Railroad Signalmen of America with Houston Belt & Terminal Ry. Co.	26	Signalmen	7	Sept. 18	Houston, Tex	Withdrawn [3]	Nov. 8
CI-551	Sept. 19	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Midland Valley Railroad Company; Kansas, Oklahoma & Gulf Ry. Co. and Oklahoma City-Ada-Atoka Ry. Co.	824	Clerical	193			do [1]	1931 Jan. 16
C-554	Oct. 3	do	Brotherhood of Railroad Signalmen of America with Illinois Central System.	7,030	Signalmen	341	Oct. 14	Chicago, Ill	Mediation	1930 Oct. 20
C-557	Oct. 22	do	Brotherhood of Locomotive Engineers; Brotherhood of Railroad Trainmen; Order of Railway Conductors with East Tennessee & Western North Carolina R. R. Co. and Linville River Ry. Co.	70	Engine and train service.	26	1931 Feb. 20	Johnson City, Tenn.	do	1931 Feb. 24
C-558	do	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southeastern Express Co.	10,310	Express employees	250	1930 Dec. 3	Atlanta, Ga	Withdrawn [7]	April 8
C-559	Oct. 30	do	Brotherhood of Railroad Trainmen with Erie R. R. Co.	2,451	Trainmen	300	1931 Feb. 20	New York, N. Y.	do [2]	April 1
C-560	do	do	do	2,451	do	300	do	do	Mediation	Mar. 6
C-564	Nov. 13	Carrier	Erie R. R. Co. with Brotherhood of Railroad Trainmen and Order of Railway Conductors.	2,451	Trainmen and conductors.	500	do	do	Withdrawn [3]	April 1
C-567	Dec. 15	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Pere Marquette Ry. Co.	2,265	Freight handlers	100	Jan. 12	Detroit, Mich	Mediation	Jan. 29
C-570	Dec. 31	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes with St. Louis-San Francisco Ry. Co.	5,814	Clerical	3,165	Mar. 5	St. Louis, Mo	Mediation	Mar. 9

[1] Withdrawn during process of investigation.
[3] Withdrawn during process of mediation.
[7] Withdrawn during process of arbitration; after hearings held, but before award rendered.

TABLE 1.—*Cases of mediation and arbitration under the railway labor act, July 1, 1930, to June 30, 1931 (other than grievance cases)*—Con.

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-571	1931 Jan. 8	Employees	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees Chicago, Burlington & Quincy R. R. Co.	9,324	Clerical	6,000	Feb. 2	Chicago, Ill.	Mediation	1931 Feb. 27
C-576	Jan. 21	do	Brotherhood of Railroad Trainmen with Erie R. R. Co.	2,451	Trainmen	2,125	Feb. 20	New York, N. Y.	Withdrawn [3]	Apr. 1
C-577	do	do	do	2,451	do	2,125	do	do	do.[3]	Do.
C-580	Feb. 4	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	200			do.[5]	Feb. 12
C-586	Mar. 6	do	Brotherhood of Railroad Trainmen with The Chicago, Rock Island & Pacific and The Chicago, Rock Island & Gulf Ry. Cos.	8,089	Trainmen	1,309	Mar. 7	Chicago, Ill.	Mediation	Mar. 20
C-590	Mar. 18	do	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Federated Shop Crafts with the Mississippi Central R. R. Co.	150	Engine, train, and shop service.	170	Mar. 21	Hattiesburg, Miss	do	Mar. 23
C-593	Apr. 6	do	American Train Dispatchers Association with Los Angeles and Salt Lake R. R. Co.	1,230	Train dispatchers	10	May 20	Salt Lake City, Utah.	do	May 25
C-595	Apr. 24	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Terminal Railroad Association of St. Louis.	81	Clerical	1,064	May 25	St. Louis, Mo.	do	June 3
C-599	May 9	do	American Train Dispatchers Association with New York Central R. R. Co., Grand Central Terminal, the Cleveland, Cincinnati, Chicago & St. Louis (N. Y. C. R. R. Co., lessee), Peoria & Eastern Ry.	8,276	Train dispatchers	170	May 18	New York, N. Y.	do.[8]	Do.

[3] Withdrawn during process of mediation.
[5] Withdrawn before mediation instituted.
[8] Dispute involved rules changes, some of which were not disposed of in settlement and are retained in mediation.

TABLE 2.—*Arbitrations under the Railway Labor Act, July 1, 1930, to June 30, 1931 (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-513	Railway Express Agency (Inc.)	Clerical and others	1930 July 24	Dr. Chas. W. Flint (Syracuse University)	Party arbitrators	1930 Dec. 4	New York City.	1931 Jan. 5
				Dr. Wm. M. Leiserson (Antioch College)	do			
				Mr. Wm. G. Smith, vice president, Railway Express Agency (Inc.).	Carrier			
				Mr. Chas. D. Summy, vice president, Railway Express Agency (Inc.).	do			
				Mr. Geo. M. Harrison, grand president (Clerks' Brotherhood).	Employees			
				Mr. J. H. Sylvester, vice grand president (Clerks' Brotherhood).	do			
C-527	New York Central R. R. Co. (Buffalo and East).	Train and engine service.	1931 Mar. 13					(1)
C-538	Baltimore & Ohio R. R. Co	Train service	Mar. 26					(1)
C-558	Southeastern Express Co	Express messengers	Jan. 30	Dr. Chas. W. Flint (Syracuse University)	Party arbitrators	1931 Mar. 11	Atlanta, Ga.	(2)
				Mr. G. W. York, assistant to president, Southeastern Express Co.	Carrier			
				Mr. Geo. M. Harrison, grand president (Clerks' Brotherhood).	Employees			

[1] Carrier and representatives of employees had not named their arbitrators at the end of the fiscal year, June 30, 1931.
[2] Withdrawn during process of arbitration, after hearings held but before award rendered.

TABLE 3.—*Cases of mediation and arbitration, involving grievances, etc., that were submitted to an appropriate board of adjustment and not decided thereby, July 1, 1930, to June 30, 1931*

Case No.	Parties involved	Disposition	Date
GC-125	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Withdrawn [1]	1931 June 16
GC-149	Order of Sleeping Car Conductors with the Pullman Co	do	1930 Dec. 13
GC-167	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	do	1931 June 16
GC-168	do	do	Do.
GC-169	do	do	Do.
GC-170	do	do	Do.
GC-171	do	Mediation	Do.
GC-172	do	Arbitration	Do.
GC-173	do	do	Do.
GC-174	do	do	Do.
GC-175	do	do	Do.
GC-181	do	do	Do.
GC-183	do	Withdrawn [1]	Do.
GC-186	Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen with New York Central R. R. Co. (Buffalo and East).	do. [2]	1930 Sept. 29
GC-206	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	1931 June 16
GC-207	do	do	Do.
GC-208	do	do	Do.
GC-209	do	do	Do.
GC-210	do	do	Do.
GC-211	do	do	Do.
GC-212	do	do	Do.
GC-213	do	do	Do.
GC-214	do	do	Do.
GC-215	do	do	Do.
GC-216	do	do	Do.
GC-217	do	do	Do.
GC-218	do	Withdrawn [1]	Do.
GC-219	do	do	Do.
GC-220	do	do	Do.
GC-221	do	do	Do.
GC-222	do	do	Do.
GC-223	do	Arbitration	Do.
GC-233	Brotherhood of Locomotive Engineers with Seaboard Air Line Ry. Co.	do	1930 July 23
GC-244	Order of Sleeping Car Cunductors with the Pullman Co	Mediation	Dec. 13
GC-245	do	do	Do.
GC-246	do	do	Do.
GC-248	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with New York Central R. R. Co. (Buffalo and East).	Arbitration	July 10
GC-249	Order of Sleeping Car Conductors with the Pullman Co	Mediation	Dec. 13
GC-250	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	1931 June 16
GC-251	do	Withdrawn [1]	Do.
GC-252	do	Mediation	Do.
GC-253	do	Arbitration	Do.
GC-254	do	do	Do.
GC-255	do	do	Do.
GC-256	do	do	Do.
GC-257	do	do	Do.
GC-258	do	do	Do.
GC-259	do	do	Do.
GC-260	do	do	Do.
GC-275	Order of Railroad Telegraphers with New York Central R. R. Co. (west of Buffalo).	Withdrawn [1]	1930 Oct. 1
GC-276	do	Mediation	Do.

[1] Withdrawn during process of mediation.

[2] This case was closed by arbitration agreement during the fiscal year 1930 and so shown in annual report for that year, 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, July 1, 1930, to June 30, 1931*—Continued

Case No.	Parties involved	Disposition	Date
			1930
GC-280	Order of Sleeping Car Conductors with the Pullman Co	Mediation	Dec. 13
GC-281	do	Withdrawn [1]	Do.
GC-301	The Baltimore & Ohio R. R. Co. with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.	Arbitration	Aug. 5
GC-302	do	do	Do.
GC-303	do	do	Do.
GC-304	do	do	Do.
GC-305	do	do	Do.
GC-306	do	do	Do.
GC-307	do	do	Do.
GC-308	do	do	Do.
GC-309	do	do	Do.
GC-310	do	do	Do.
GC-311	do	do	Do.
GC-312	do	do	Do.
GC-313	do	do	Do.
GC-314	do	do	Do.
GC-315	do	do	Do.
GC-316	do	do	Do.
GC-317	do	do	Do.
GC-318	do	do	Do.
GC-319	do	do	Do.
GC-320	do	do	Do.
GC-321	do	do	Do.
GC-322	do	do	Do.
GC-323	do	do	Do.
GC-324	do	do	Do.
GC-325	do	do	Do.
GC-326	do	do	Do.
GC-327	do	do	Do.
GC-328	do	do	Do.
GC-329	do	do	Do.
GC-330	Order of Sleeping Car Conductors with the Pullman Co	Withdrawn [1]	Dec. 13
GC-331	do	do	Do.
GC-332	do	do	Do.
GC-335	The Baltimore & Ohio Railroad Co. with Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.	Arbitration	Aug. 5
			1931
GC-349	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, Milwaukee, St. Paul & Pacific R. R. Co.	Withdrawn [1]	Mar. 6
			1930
GC-356	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Northern Pacific Ry. Co.	Arbitration	July
GC-357	do	do	Do.
GC-358	do	do	Do.
GC-359	do	do	Do.
GC-360	do	do	Do.
GC-361	do	do	Do.
GC-362	do	do	Do.
GC-363	do	do	Do.
			1931
GC-366	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	do	June 16
GC-367	do	Mediation	Do.
GC-368	do	Arbitration	Do.
			1930
GC-374	Brotherhood of Railroad Signalmen of America with Northern Pacific Ry. Co.	Withdrawn [1]	Nov. 21
GC-375	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with New York Central R. R. Co. (Buffalo and east.)	do	Dec. 17
GC-376	do	Mediation	Do.
			1931
GC-377	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
GC-378	do	do	Do.
GC-379	do	do	Do.
GC-380	do	do	Do.
GC-381	do	do	Do.
GC-382	do	do	Do.
GC-383	do	do	Do.

[1] Withdrawn during process of mediation.

TABLE 3.—*Cases of mediation and arbitration, involving grievances, etc., that were submitted to an appropriate board of adjustment and not decided thereby, July 1, 1930, to June 30, 1931*—Continued

Case No.	Parties involved	Disposition	Date
			1930
GC-384	Brotherhood of Railroad Signalmen of America with Chicago and North Western Ry. Co.	Withdrawn [1]	Nov. 29
GC-385	do	Mediation	Dec. 2
GC-386	American Train Dispatchers Association with Erie R. R. Co.	do	Oct. 10
GCI-387	American Train Dispatchers Association with Rio Grande Southern R. R. Co.	Board action [3]	Nov. 20
			1931
GC-388	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Central of Georgia Ry. Co.	Arbitration	Mar. 26
			1930
GC-389	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & North Western Ry. Co.	Withdrawn [1]	Nov. 25
GC-390	do	do	Do.
GC-391	do	do	Do.
GC-392	do	do	Do.
GC-395	do	do	Do.
GC-397	do	do	Do.
GC-398	do	do	Do.
GC-399	do	do	Do.
GC-400	do	do	Do.
			1931
GC-401	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
			1930
GC-403	Brotherhood of Maintenance of Way Employees with Chicago and North Western Ry. Co.	Withdrawn [1]	Nov. 24
GC-404	do	do	Do.
GC-405	do	Mediation	Do.
GC-408	do	do	Do.
GC-409	do	do	Do.
GC-410	do	do	Do.
GC-411	do	do	Do.
GC-412	do	do	Do.
GC-413	do	do	Do.
GC-414	do	do	Do.
GC-415	do	do	Do.
GC-416	do	Withdrawn [1]	Do.
GC-417	do	Mediation	Do.
GC-418	do	Withdrawn [1]	Do.
GC-419	do	Mediation	Do.
GC-420	do	do	Do.
GC-421	do	Withdrawn [1]	Do.
GC-423	do	do	Do.
GC-424	do	do	Do.
GC-425	do	Mediation	Do.
GC-426	do	do	Do.
GC-427	do	do	Do.
GC-428	do	do	Do.
GC-429	do	do	Do.
GC-430	do	do	Do.
GC-431	do	do	Do.
GC-432	do	do	Do.
GC-433	Order of Sleeping Car Conductors with the Pullman Co.	Withdrawn [1]	Dec. 13
GC-434	do	do	Do.
GC-435	do	Mediation	Do.
			1931
GC-437	Brotherhood of Railroad Trainmen with Missouri Pacific R. R. Co.	Withdrawn [1]	June 16
GC-438	do	do	Do.
GC-439	do	do	Do.
			1930
GC-443	Order of Sleeping Car Conductors with the Pullman Co.	Mediation	Dec. 13
GC-445	The Associated Organizations of Shop Craft Employees, Great North Ry. with Great Northern Ry. Co.	do	Nov. 7
			1931
GC-451	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
GC-452	do	do	Do.

[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, July 1, 1930, to June 30, 1931*—Continued

Case No.	Parties involved	Disposition	Date
			1931
GC–453	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with the Baltimore & Ohio R. R. Co.	Mediation	May 5
GC–454	do	do	May 8
GC–455	do	do	Do.
GC–456	do	Withdrawn [1]	Do.
GC–458	do	Mediation	May 5
GC–462	do	do	May 7
GC–464	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	Withdrawn [1]	May 28
GC–465	Brotherhood of Locomotive Engineers with Boston & Maine R. R.	Mediation	Do.
GC–466	Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	do	Do.
GC–468	Brotherhood of Locomotive Engineers with Boston & Maine R. R.	do	Do.
GC–470	Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	Withdrawn [1]	Do.
GC–471	do	Mediation	Do.
GC–472	do	do	Do.
GC–476	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
GC–477	do	Mediation	Do.
			1930
GC–479	Order of Sleeping Car Conductors with the Pullman Co	do	Dec. 13
GC–481	do	Withdrawn [1]	Do.
GC–483	do	do	Do.
			1931
GC–487	Brotherhood of Railroad Trainmen with Erie R. R. Co	Mediation	Mar. 19
GC–494	do	Withdrawn [1]	Apr. 1
GC–495	do	do	Do.
GC–499	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
GC–500	do	do	Do.
GC–501	do	do	Do.
GC–502	do	do	Do.
GC–503	Brotherhood of Maintenance of Way Employees with Great Nothern Ry. Co.	Mediation	Apr. 18
GC–504	do	Withdrawn [1]	Do.
GC–505	do	Mediation	Do.
GC–506	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
GC–507	do	do	Do.
GC–508	American Train Dispatchers Association with Great Northern Ry. Co.	Mediation	Apr. 3
GC–510	Order of Railroad Telegraphers with Boston & Maine R. R.	Withdrawn [1]	Jan. 10
GC–511	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	Mediation	May 28
GC–512	do	do	Do.
GC–513	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
GC–514	Shop Crafts Association, District No. 1. With Southern Pacific Co. (Pacific lines).	Withdrawn [1]	Jan. 13
GC–515	do	do	Apr. 21
GC–516	do	Mediation	Do.
GC–517	do	do	Feb. 6
GC–518	do	do	Do.
GC–520	do	do	Do.
GC–522	do	Withdrawn [1]	Do.
GC–523	do	Mediation	Do.
GC–524	do	do	Do.
GC–525	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Michigan Central R. R. Co.	do	Mar. 6
GC–539	Shop Crafts Association, District No. 2, with Southern Pacific Co. (Pacific lines).	Withdrawn [1]	Feb. 11
GC–540	do	Mediation	Apr. 14
GC–541	do	Withdrawn [1]	Do.
GC–542	do	Mediation	Do.
GC–543	do	do	Do.
GC–544	do	do	Do.
GC–545	do	Withdrawn [1]	Feb. 11

[1] Withdrawn during process of mediation.

TABLE 3.—*Cases of mediation and arbitration, involving grievances, etc., that were submitted to an appropriate board of adjustment and not decided thereby, July 1, 1930, to June 30, 1931*—Continued

Case No.	Parties involved	Disposition	Date
			1931
GCI-547	Brotherhood of Locomotive Engineers with Southern Pacific Co. (Pacific lines).	Board action [4]	Apr. 22
GC-550	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Pacific Co. (Pacific lines).	Mediation	Mar. 18
GC-551	Brotherhood of Railroad Signalmen of America with Union Pacific R. R. Co.	do	Apr. 12
GC-552	Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	do	May 28
GC-553	do	do	Do.
GC-585	Shop Crafts Association, District No. 2, with Southern Pacific Co. (Pacific lines).	do	Apr. 14
GC-587	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with St. Paul Union Depot Co.	do	Apr. 7
GC-588	do	do	Do.
GC-589	do	do	Do.
GC-596	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 1
GC-597	do	do	Do.
GC-598	do	do	Do.
GC-599	do	Mediation	Do.
GC-600	do	Arbitration	Do.
GC-601	do	do	Do.
GC-602	do	do	Do.
GC-603	do	do	Do.
GC-604	do	do	Do.
GC-605	do	do	Do.
GC-606	do	do	Do.
GC-607	do	do	Do.
GC-608	do	do	Do.
GC-609	do	do	Do.
GC-610	do	do	Do.
GC-611	do	do	Do.
GC-612	do	do	Do.
GC-613	do	do	Do.
GC-614	do	do	Do.
GC-615	do	do	Do
GC-618	do	do	Do.
GC-619	do	do	Do.
GC-620	do	do	Do.
GC-621	Brotherhood of Maintenance of Way Employees with New York, New Haven & Hartford R. R. Co.	Withdrawn [5]	Apr. 25
GC-651	American Train Dispatchers Association with The Cleveland Cincinnati, Chicago and St. Louis Ry. Co.	Mediation	June 24
GC-678	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Arbitration	June 16
GC-679	do	do	Do.
GC-680	do	do	Do.

[4] The Board issued an interpretation of mediation agreement in Case C-472.
[5] Withdrawn before mediation instituted.

TABLE 4.—*Arbitrations under the railway labor act, July 1, 1930, to June 30, 1931 (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 et al.[1]	New York Central—Lines west of Buffalo: Cleveland, Cincinnati, Chicago & St. Louis Ry.; Pittsburgh & Lake Erie R. R. Co.	Road and yard brakemen.	1930 May 6	Hon. Walter P. Stacy, chief justice Supreme Court, North Carolina.	Board of Mediation.	1931 Jan. 5	New York City.	1931 Jan. 24
				Col. Walter C. Clephane, attorney, Washington, D. C.	do			
				Mr. John G. Walber, vice president, N. Y. C. system.	Carriers			
				Mr. F. G. Minnick, general manager, P. & L. E. R. R. Co.	do			
				Mr. J. R. Lavin, general chairman, B. of R. T.	Employees			
				Mr. S. T. Donald, general chairman, B. of R. T.	do			
GC–172 et al.[2]	Railway Express Agency (Inc.).	Clerks, messengers, etc.	1931 June 16					(3)
GC–186	New York Central R. R. Co. (Buffalo and east).	Locomotive engineers and firemen.	1930 Mar. 27					(4)
GC–233	Seaboard Air Line Ry. Co.	Locomotive engineers.	July 23	Hon. Victors S. Clark, editor The Living Age.	Board of Mediation.	Jan. 5	Norfolk, Va.	Jan. 7
				Mr. G. W. Laughlin, A. G. C. E., B. of L. E.	Employees			
				Mr. C. S. Patton, general superintendent of motive power, S. A. L.	Carrier			

[1] This arbitration agreement included grievance cases 83, 187, 195, 196, 201, 203, 204, and 205. Arbitration agreement signed during fiscal year ended June 30, 1930, but arbitration award issued during fiscal year ended June 30, 1931.

[2] This arbitration agreement included grievance cases 172 to 175, inclusive, 181, 206 to 217, inclusive, 223, 250, 253 to 260, inclusive, 366, 368, 377 to 383, inclusive, 401, 451, 452, 476, 499 to 502, inclusive, 506, 507, 513, 596, to 598, inclusive, 600 to 615, inclusive, 618 to 620, inclusive, and 678 to 680, inclusive.

[3] Carrier and representatives of the employees had not named their arbitrators at the end of the fiscal year, June 30, 1931.

[4] On Sept. 30, 1930, the parties withdrew case from arbitration, having disposed of involved differences by agreement between themselves. Case included in annual report for fiscal year ended June 30, 1930.

TABLE 4.—*Arbitrations under the railway labor act, July 1, 1930, to June 30, 1931 (grievances)*—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	
GC-248	New York Central R. R. Co. (Buffalo and east).	Clerks, freight handlers, etc.	1930 July 10	Mr. Arthur M. Millard, president Masonic bureau of service and equipment.	Board of Mediation.	1931 Feb. 3	New York City.	1931 Feb. 10
				Mr. J. E. Davenport, assistant to assistant general manager, N. Y. C.	Carrier			
				Mr. J. A. Robertson, general chairman (Clerks Brotherhood).	Employees			
GC-301 [5]	Baltimore & Ohio R. R. Co.	Clerks, station employees, etc.	Aug. 5	Mr. F. E. Blaser, assistant to vice president, B. & O. R. R.	Carrier			
				Mr. H. J. Chapman, vice president (Clerks Brotherhood).	Employees			([6])
GC-356 et al.[7]	Northern Pacific Ry. Co.	Clerks, station employees, etc.	July 9	Judge Hugo O. Hanft	Party arbitrators.	1930 Sept. 22	St. Paul, Minn.	1930 Oct. 6
				Mr. J. H. Sylvester, vice president (Clerks Brotherhood).	Employees			
				Mr. W. H. Strachan, general superintendent No. Pac. Ry., Co.	Carrier			
GC-388	Central of Georgia Ry. Co.	Engine and train service.	1931 Mar. 26	Mr. G. W. Laughlin, A. G. C. E., B. of L. E.	Employees			([8])
				Mr. C. E. Weaver, chief engineer, C. of G. Ry. Co.	Carrier			

[5] This arbitration agreement included grievance cases 301 to 329, inclusive, and GC-335.
[6] Parties making further effort to dispose of some of the questions involved. Third arbitrator had not been appointed at the end of the fiscal year, June 30, 1931.
[7] This arbitration agreement included grievance cases 356 to 363, inclusive.
[8] Third arbitrator had not been appointed at the end of the fiscal year, June 30, 1931.

TABLE 5.—*Settlements by organizations July 1, 1930, to June 30, 1931*

	Settled by—				Withdrawn		Closed by board action		Retired		Total		Grand total
	Mediation		Arbitration										
	C	GC	C	GC	C	GC	C	GC	C	GC	C	GC	
Clerks, Freight Handlers, Express and Station Employees, Brotherhood of	8	11	1	111	5	22					14	144	158
Conductors, Order of Railway; Engineers, Brotherhood of Locomotive							1				1		1
Conductors, Order of Railway Trainmen, Brotherhood of Railroad					1						1		1
Conductors, Sleeping Car		8				9						17	17
Conductors, Order of Railway; Engineers, Brotherhood of Locomotive; Trainmen, Brotherhood of Railroad	1										1		1
Dispatchers Association, American Train	2	3						1			2	4	6
Engineers, Brotherhood of Locomotive	5	2		1				1			5	4	9
Engineers, Brotherhood of Locomotive; Firemen, Brotherhood of Locomotive		7				3						10	10
Firemen and Enginemen, Brotherhood of Locomotive		5			1	1					1	6	7
Firemen and Enginemen, Brotherhood of Locomotive; Trainmen, Brotherhood of Railroad					1						1		1
Firemen, Brotherhood of Locomotive; Engineers, Brotherhood of Locomotive; Conductors, Order of Railway; Trainmen, Brotherhood of Railroad	1		1	1							2	1	3
Firemen, Brotherhood of Locomotive; Engineers, Brotherhood of Locomotive; Conductors, Order of Railway; Trainmen, Brotherhood of Railroad; Federated Shop Crafts	1										1		1
Machinists, International Association of									1		1		1
Maintenance of Way Employees, Brotherhood of	1	22			3	9					4	31	35
Marine Engineers, National Beneficial Association					1		1				2		2
Masters, Mates, and Pilots, National Organization							1		1		2		2
Shop Craft Employees, Associated Organization of Great Northern Railway		1										1	1
Shop Crafts, Railway Employees Department, A. F. of L., and 5 other organizations									1		1		1
Shop Crafts Association of Southern Pacific Railroad		11				6						17	17
Signalmen of America, Brotherhood of Railroad	2	2			1	2					3	4	7
Switchmen's Union of North America					3						3		3
Telegraphers, Order of Railroad	1	1			2	2					3	3	6
Trainmen, Brotherhood of Railroad	2	1	1		3	5					6	6	12
Total	24	74	3	113	21	59	3	2	3		54	248	302

SUMMARY OF ARBITRATIONS FOR FISCAL YEAR ENDED JUNE 30, 1931 (OTHER THAN GRIEVANCES)

RAILWAY EXPRESS AGENCY (INC.), AND THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun December 4, 1930)

PARTIES INVOLVED

Employees.—Approximately 50,000 clerical and other employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Carrier.—One. (Railway Express Agency (Inc.).)

AWARD

Dated.—January 5, 1931.

Effective date.—February 1, 1931.

Life of.—Not specified in award. However, the agreement to arbitrate provides that the award shall become effective on date fixed therein, and shall continue in force for 1 year and thereafter, subject to 30 days' written notice by either party to the other.

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

Digest.—A unanimous decision of the arbitration board, composed of six members, disposed of the questions involved as follows:

(A) The following provisions shall be substituted for language in paragraph (*b*), exceptions—article 1 of agreement:

"1. Individuals performing special service requiring only a part of their time from other occupation or business; and those whose services are necessary to care for emergency conditions which are beyond the control of the agency and which can not be handled by regular and/or extra list employees working as set forth in Addendum A.

"2. 'Emergency conditions' are not to be construed as including regularly recurring fluctuations in business, either hourly, daily, or seasonal.

"3. In the application of this rule, the principles and procedure incorporated in Addendum A shall govern."

Addendum A

"(*a*) The intent of this addendum and of the scope rule is to provide and establish the maximum number of regular positions and 8-hour assignments and the minimum number of part-time positions or short-hour assignments.

"(*b*) The regularly recurring fluctuations shall be handled to the fullest extent possible by regular full-time employees by means of adjustment of starting times, meal periods, days of rest, overlapping of shifts, and by such combinations of work of various classes at the same and at different stations as can be made; also by adjustments of collection and delivery of freight to reduce the fluctuations as far as possible.

"(*c*) When all possible adjustments or this kind have been made and it appears that there will still be work which can not be handled by the regular full-time employees, a secondary group or extra list of employees shall be created for the purpose of handling this remainder of the work.

"(*d*) The method of determining the number of employees and the determination of number of employees on this extra list at each point shall be fixed by mutual agreement in accordance with actual needs and may be changed by mutual agreement as frequently as is necessary to meet changing conditions.

"(*e*) Where an extra list is established the employees on this list shall have their names numbered and listed in the order of seniority and their seniority shall date from the day their pay started. They may bid on all bulletined positions and in the event the bulletin fails to secure a suitable applicant from among the regular full-time and furloughed employees, their bids shall be considered. Fitness and ability being sufficient, the senior bidder from the extra list shall be awarded the position and permitted an opportunity to qualify as provided in rule 8, and such applicant shall then have his named placed on the seniority roster of the regular full-time employees.

"(*f*) Employees on the extra list shall be assigned to duty in accordance with their rating on this list (fitness and ability being sufficient) subject to the prior rights of furloughed employees.

"(*g*) Whenever possible, assignments of extra list employees shall be of eight consecutive hours exclusive of meal period for the greatest number of days per week.

"(*h*) By mutual agreement arrangements may be made for pooling or equal division of work among all those on the extra list; by mutual agreement also a minimum number of hours per week or 8-hour days per week for all those on the extra list may be specified, or any other provision that may be mutually agreed upon.

"(*i*) In order that these principles and this procedure may become effective, the designated representatives of the employees, upon request, shall be furnished full information regarding employment of full time and extra list employees, and be granted conferences by the appropriate officials to develop the facts and to consider suggestions.

"(*j*) Eight-hour positions may, by mutual agreement, be started after 12 midnight and before 5 a. m., where necessary to comply with the provisions of this addendum without same being considered in violation of Rule 53."

(B) The following new rule shall be included in the agreement:

"*Uniforms.*—All uniforms for employees, other than cap and jumper, required by the Railway Express Agency, shall be paid for by the Railway Express Agency."

(C) The third paragraph of section (*c*), Rule 73, shall be amended to read as follows:

"If employed in train service where there is no regular assignment they shall be paid 65½ cents per hour for messengers, and 55½ cents for helpers, guards, and attendants, with a minimum guarantee of 4 hours pay for 4 hours or less, and with a minimum guarantee of 8 hours pay for 8 hours or less but more than 4 hours."

(D) Rule 76 to be amended to read as follows:

"*Short turn-around service Rule 76.*—Train employees on short turn-around runs shall be paid overtime for all time actually on duty each month in excess of 240 hours as provided in Rule 66. Time to be counted as service time in all cases where the interval of release from duty at any one point does not exceed 1 hour. Provided, that in any one day the minimum service time allowance shall be computed at not less than 8 hours within a spread of 12 hours computed from the time first required to report for duty, and that all time in excess of 12 consecutive hours on duty or held for duty shall be credited as service time."

(E) Rule 10 shall be amended to read as follows:

"*Bulletin Rule 10.*—New positions or vacancies shall be bulletined within 7 days in agreed upon places accessible to all employees affected for a period of 5 days, in the districts where they occur (train service positions 10 days); bulletin to show location where work starts, title, description of position, starting time, day of rest and rate of pay. Employees desiring such positions will file their applications with the designated official within time specified and an assignment will be made within 5 days thereafter (train service positions 10 days); the name of the successful applicant will immediately thereafter be posted for a period of 5 days where the position was bulletined.

"Unless otherwise specified (except in train service) bulletin will be held to cover 8-hour positions with 1 hour meal period. If position is otherwise, bulletin shall so indicate.

"Copies of all bulletins and assignments will be furnished the general chairman when so requested."

NOTE.—By bulletining the day of rest, it is understood that the last paragraph of Rule 18 applies only when a change is made from a Sunday.

REPORT OF THE EMERGENCY BOARD APPOINTED APRIL 16, 1931, UNDER SECTION 10 OF THE RAILWAY LABOR ACT

IN RE THE LOUISIANA & ARKANSAS RAILWAY CO. AND CERTAIN OF ITS EMPLOYEES REPRESENTED BY THE RAILWAY EMPLOYEES' DEPARTMENT, AMERICAN FEDERATION OF LABOR, FEDERATED SHOP CRAFTS

The emergency board, appointed by the President pursuant to the provisions of the railway labor act and in accordance with the Executive proclamation of April 16, 1931, to investigate a dispute between the Louisiana & Arkansas Railway Co., a carrier, and certain of its employees represented by the railway employees' department American Federation of Labor, federated shop crafts, which dispute had not been heretofore adjusted under the provisions of the railway labor act, met in the Federal court room, at Shreveport, La., on Thursday,

April 23, 1931. The members of the board were Homer B. Dibell, Charles Kerr, and Chester H. Rowell. The board was organized on April 24; Charles Kerr was chosen chairman and Frank M. Williams appointed secretary.

Hearings were held in the Federal court room, Shreveport, daily until Friday May 1, 1931, and subsequent conferences were had with representatives of the parties in the Washington-Youree Hotel, Shreveport.

The Louisiana & Arkansas Railway, hereinafter called the carrier, was represented by A. L. Burford, general attorney, and C. P. Couch, executive vice president. The employees were represented at the opening meeting by H. J. Carr, general vice president of the International Association of Machinists, and at subsequent meetings by Donald R. Richberg, counsel, and B. M. Jewell, president of the railway employees' department of the American Federation of Labor.

Witnesses were heard, exhibits were presented, and arguments made. Both parties cooperated with exemplary frankness and cordiality, and there was no hesitation on the part of either to provide the board with any information desired without question of its technical relevancy. We are glad to commend the spirit thus shown throughout the hearing.

The controversy which finally led to the appointment of this board began with a communication submitted by the carrier in this case to the shop craft organizations on September 15, 1930, giving notice of its desire "to abrogate and revise the present schedule covering rates of pay and working conditions of the shop craft employees." This notice did not state the changes proposed, but at the first conference held under it, on October 1, 1930, it was stated that the carrier desired a reduction in the basic wage of 5 cents an hour, except for helper apprentices, who were to be reduced 3 cents an hour, and a proposed revision of the rules was presented, copy of which is in the record of the hearings as carrier's Exhibit 3. After some discussion, the representatives of the employees stated that they could not accept the proposed reduction in wages, but were prepared to discuss the changes in rules. Two or more versions of this conversation are in the record, and it is disputed which side, if either, was responsible for the fact that there were no further direct conferences on the rules in the absence of an agreement regarding wages. In response to an inquiry from representatives of the employees, the representatives of the carrier stated that they had no intention of invoking the services of the Board of Mediation or of arbitrating the dispute.

The employees thereupon, on October 4, requested the services of the Board of Mediation, which, on October 7, advised the carrier of the request, and asked that the status quo be maintained, and on November 28 notified the carrier that the case had been accepted by the board for mediation, and that Board Member O. B. Colquitt would be in Shreveport December 11, to render all possible assistance. Governor Colquitt sought, without success, to bring about an understanding but was advised by Executive Vice President C. P. Couch that "this company has nothing to mediate and would not recede from its position." Governor Colquitt was absent over Christmas, but returned on January 19 "to renew efforts to mediate differences." On January 23 he was again advised by Mr. Couch that "our position has not changed." On January 26 and 28 the mediator again requested that the company consider submitting the matter to arbitration, but was, on January 30, notified by a letter from Mr. Couch that "after due consideration advise that we do not care to arbitrate."

Mr. Couch further urged that proceedings in mediation be terminated. "In this situation I believe you will agree that nothing more can be accomplished by further handling of the board; therefore, respectfully request that you close your file on this case. It is my opinion we have shown the federated shop crafts every consideration and have fully complied with the provisions of the railway labor act."

It is not included in the correspondence but was testified before the emergency board by H. J. Carr, who represented the employees in the negotiations, that he had authorized Mediator Colquitt to say to the carrier that the employees, as a basis for arbitration, "would accept the proposed wage reduction temporarily and then arbitrate the matter and depend upon the decision rendered by an arbitration board as to whether or not those rates would be maintained, and if maintained whether or not they would be restored." Mr. Carr further testified that "Mr. Colquitt told me he had made that statement to Mr. Couch and Mr. Couch would not agree to arbitrate under those circumstances." Vice President Couch was present when Mr. Carr made this statement in his testimony to the emergency board and did not question it.

Finally, on Friday, February 6, 1931, Governor Colquitt formally wrote to both parties, submitting the dispute "with request that you agree to arbitrate the same and again urge you to do so according to the provisions of the railway labor act."

Mr. Carr, for the employees, replied the same day, "Please be advised that the shop crafts affiliated with the railway employees department of the American Federation of Labor are agreeable to arbitrating this dispute, and the undersigned is ready and willing to negotiate an agreement to arbitrate in accordance with the provisions of the railway labor act."

Mr. Couch, for the carrier, replied the following day, Saturday, February 7, 1931, "I have given the request careful and serious consideration and am compelled to decline to arbitrate this company's proposal."

On the next working day, Monday, February 9, 1931, the carrier put into effect by posting in the shops and by notifying the men the proposed changes in wages, and also a new schedule of rules embodying the changes proposed at the meeting of October 1 and also a number of additional changes, some of them very important, of which there had been no previous notice. All these changes were effective immediately.

Five days later, on February 14, a meeting of the representatives of the crafts voted to "spread a strike ballot," which was distributed during the following week and made returnable February 25. The vote, returned by Mr. Carr, the officer in charge, was 179 yes, 29 no, and 16 blank. The proper authorities of the international organizations sanctioned the strike.

The Board of Mediation on February 19 again wrote to Mr. Couch asking him, in view of the strike vote, to reconsider his letter of February 7, which Mr. Couch, the same day, again declined to do. On April 1 Chairman Winslow advised Mr. Couch that the strike vote had been taken, fixing April 15 as the effective date, and on April 4 notified Mr. Couch that "Board Member Morrow will be in Shreveport on the 8th day of April for the purpose of continuing mediation efforts with the parties to the existing disputes with the hope of securing a peaceable voluntary adjustment and conciliation of the same. The Board of Mediation expects and requests that the federated shop crafts and the Louisiana & Arkansas Railway Co. will have their respective representatives meet and confer with Governor Morrow for the above purpose."

It has been the contention of the company from the beginning that the official request for arbitration and its refusal constituted the "final act" of mediation and that after that there could be, therefore, in view of the law, no "existing disputes" and no authority in the board for "continuing mediation." Acting on this theory, Mr. Couch again replied that "we can not reopen this case, and see nothing to be gained by Mr. Morrow's trip."

On April 6, Chairman Winslow replied in a telegram so significant that we quote it in full:

"WASHINGTON, D. C., *April 6th, 1931.*

"C. P. COUCH,
"*Executive Vice President,*
"*Louisiana & Arkansas Railway, Shreveport, La.*

"Acknowledge your telegram 4th. Under authority of and fully justified by the railway labor act, the Board of Mediation has heretofore urged the Louisiana & Arkansas Railway to arbitrate the wage reduction and rules dispute between it and shop-craft employees. Your men have at all times been willing to arbitrate this dispute under the law. The Louisiana & Arkansas Railway has at all times refused to submit this dispute to a board of arbitration clothed with power and authority to hear both parties thereto, develop and ascertain the facts, and issue an award. Your employees, being refused by you an opportunity to present their case for a full and fair determination and adjudication of a board of arbitration, have issued a strike ballot and voted to strike on April 15. No person can safely or certainly say what will or may grow out of or be developed by a strike. In this situation the Board of Mediation has no doubt as to its duty to use all possible efforts to secure a peaceful and voluntary adjustment of this dispute and thereby prevent the unfortunate conditions incident to all strikes and the possible serious consequences which may be reasonably expected from any strike. The Board of Mediation can not believe, unless so advised, that the Louisiana & Arkansas Railway will now, by refusing to meet and confer with a member of this board, render its efforts to secure a peaceful adjustment of this dispute impossible and a strike of the shop-craft employees inevitable. Your employees are willing to cooperate with this board in this respect. Having in mind the spirit and purposes of the railway labor act and its various provisions with reference to such a

condition as now exists in this dispute, we again request your full cooperation by agreeing to meet our board member, as he will seek, through well-understood methods of conference between the parties, to secure a peaceable adjustment of this dispute. Please advise by wire.

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

Mr. Couch replied by wire that "our position as indicated by previous telegrams has not been changed," and by letter, the same day, that "therefore we see no necessity for further handling by your board; in fact, we feel that it would simply agitate matters."

Governor Morrow, being thus notified that he would not be received did not proceed to Shreveport, but apparently did have conversations with the president of the company, in New York and Washington, without result.

The Board of Mediation therefore, on April 13, requested the employees to defer the effective date of the strike from April 15 to April 18, 1931, and recommended to the President the creating of an emergency board, which was done by Executive proclamation of April 16. This automatically suspended the strike. It did not, however, in this case, operate in practice to restore the status quo on the wages and working rules over which the dispute had arisen. The company having put these changes into effect after the "final act" of mediation and before the creation of the emergency board, claimed that the conditions so created in that interval now constitute the status quo. This contention raises a new and important question, both of law and of policy, as to the operation of the railway labor act, which will be discussed later in this report.

We have gone thus fully into the history of this dispute under mediation in order to make clear the lengths to which the Board of Mediation went to secure a peaceful settlement of this dispute, and the inflexible policy of the company at every step toward all its proposals.

After the close of hearings by the emergency board, this board, in conference with representatives of the carrier, again urged that it either agree with its men or submit the case to arbitration. This suggestion, like the previous ones of the Board of Mediation, was met with courteous but unconditional refusal.

The demand of this carrier for a reduction of the wage scale of its shop workers was based on its statement of its financial condition. We have been unable to find in that condition anything to justify a different course on its part from that uniformly followed by the other railroads of the United States which are passing through the same difficulties.

This is a new company, formed by the merger authorized February 23, 1929, by the Interstate Commerce Commission (Finance Docket 7076, 150 I. C. C., 477) of the old Louisiana & Arkansas Railway (Arkansas) and the Louisiana Railway & Navigation Co., to form the new Louisiana & Arkansas Railway Co. (Delaware).

The old Louisiana & Arkansas Railway, in spite of its rather isolated location, had been a profitable line, under rather closely held and largely local ownership (principally the Buchanan lumber interests) running from Hope, Ark., to Tioga, La., with certain side lines, of a total trackage of 269.37 miles owned and 32.87 miles under lease or trackage rights.

The L. R. & N. was a 1-man road, built, owned, and operated by William Edenborn, who held all the stock and bonds outstanding. After his death his wife, Sara Edenborn, became sole owner. The road had always been operated at a loss. From 1921 to 1928, the only year in which it showed a paper profit was 1921, and this was all due to the item of claims against the United States Government of $475,000 under sections 204 and 209 of the transportation act of 1920. Except for this item, the deficit even in that year would have been $336,959.63. In the subsequent years it showed deficits ranging from $321,133.82 in 1923 to $701,194.70 in 1924, a total for these seven years of $3,125,962.59. In the sale Mrs. Edenborn forgave $6,151,184.50 of unclipped and unpaid interest coupons on the bonds of the road, which had been accumulating since 1915. However, the carrier in this case presented figures to show that, from 1925 to 1928, inclusive, the earnings of the old L. & A. had been sufficiently larger than the deficits of the L. R. & N. to show a computed combined profit, if the two roads had been one system (with the exception of a deficit for the flood year 1927) which would have been larger than the profits, by its "recast" method of calculation, on the united system since consolidation.

The physical condition of the L. R. & N., in both trackage and equipment, was run down. However, it ran from Shreveport to New Orleans, a distance of 330 miles, and if joined to the L. & A. would give the line a direct outlet to the

Gulf. The Interstate Commerce Commission, for this and other reasons, approved a merger of the two systems. A syndicate formed for the purpose was therefore authorized to take over the two properties and to operate them as the new L. & A. Prospects were stated by the applicants and approved by the commission, indicating probable savings and profitable operation of the combined properties. Accepting as true the reports of the company to the Interstate Commerce Commission, these expectations, it would appear, were realized.

Other figures, however, based on a "recasting" of the I. C. C. classification, were presented to this board by the carrier, in support of its contention that the realized and actually available returns, as distinguished from bookkeeping balances, were much smaller.

The "recast" calculations of the company—eliminating "nonrecurring" income and certain bookkeeping entries not representing current cash receipts, but not in all cases making similar allowances for nonrecurring expenses—purported to show an actually realized net income for 1929 of $360,289.26, which fell in 1930 to $72,905.84, and in the first three months of 1931 (March estimated) to the negligible figure of $2,362, as compared to $116,096 for the corresponding months of the preceding year. This, the company claimed, indicated a financial situation so urgent as not only to require this reduction of wages of the shopmen without delay, but also to justify their refusal to arbitrate the question.

Estimates were also presented to indicate that, for reasons special to this road, this condition would not be decreased by the eventual restoration of normal business conditions generally. Indeed, the pessimistic judgment was expressed that railroads generally will not be able to meet the conditions produced by the development of new forms of competition.

The reports of the Louisiana & Arkansas Railway to the Interstate Commerce Commission, under its accounting classifications, present a different result. These official figures, covering the same period, show a net railway operating income of $1,343,838 in 1929, in place of the $360,289.26 of the "recast" figures, and in 1930 of $1,264,387, as against the "recast" $72,905.84. The practical fact is that this company, since consolidation, has paid interest in full on the bonds issued against a property which had never paid interest before, and dividends in full on its noncumulative preferred stock, the predecessors in ownership of which, we understand, never drew dividends, even if earned. These two classes of securities together cover $18,000,000 of the $27,000,000 I. C. C. valuation of the properties plus additions and betterments. On this whole valuation, the net earings by the I. C. C. accounting system, have approached the limit of the recapture clause of the transportation act. The old L. & A., indeed, before the consolidation, actually paid one year a small amount of "recapture."

Before the consolidation, the shop craft employees of the L. R. & N. had been receiving a basic wage of 70 cents and those of the old L. & A. of 75 cents an hour. In 1929, by agreement or by arbitration, the wage scale of these crafts in railroads generally throughout the United States had been fixed at 80 cents an hour. After consolidation, the same scale was put into effect on the new L. & A., resulting in an increase of 10 cents an hour for one group and of 5 cents an hour for the other group of its employees. Even through the present period of depression, this 80-cent rate has remained, and still remains, the standard rate for railroads generally, and with the exception of a few short-line railways of negligible importance, there has been no proposal or attempt anywhere to break down this scale, until the action of the carrier in this case.

It appears from the evidence that the carrier has been able to spend large sums out of surplus for the rehabilitation of its recently acquired property and at the same time to pay not only interest but dividends on preferred stock. It is a matter of common knowledge that there are systems in the United States in real distress, in default on their bonds, and in the hands of receivers, which are nevertheless continuing these wage scales unimpaired. This is, in fact, the general and agreed policy of the railroads of the United States in the present crisis, of which the action of this company is the first break.

This policy, indeed, has been publicly and formally announced. In 1929 and prior years there had been many demands for increases of wages, leading, on the railroads, to negotiations, arbitrations, and emergency board proceedings under the railway labor act and resulting, generally, in increase of wages, presumably justified. Our attention was called at the hearing to the fact that in the fall of 1929, in the face of the reasons at that time for apprehension for the future, there was recognized a need for stabilizing the industrial situation against agitations of this kind from either side. Conferences were held in the White House

with representatives of both employers and employees, at which both the railroads and the railroad brotherhoods were largely represented. As a result of these conferences an official announcement was made from the White House on November 21, 1929, as follows:

"The President was authorized by the employers at this morning's conference to state on their individual behalf that they will not initiate any movement for wage reduction, and it was their strong recommendation that this attitude should be pursued by the country as a whole. They considered that aside from the human considerations involved, the consuming power of the country will thereby be maintained.

"The President was also authorized by the representatives of labor to state that in their individual views and as their strong recommendation to the country as a whole, no movements beyond those already in negotiation should be initiated for increase in wages, and that every cooperation should be given by labor to industry in the handling of its problems.

"The purpose of these declarations is to give assurance that conflicts should not occur during the present situation which will affect the continuity of work, and thus to maintain stability of employment."

In spite of the long continuance and severity of the depression, this policy we find has been carried out faithfully on both sides. With the negligible exceptions above mentioned, no railroad, until this carrier, has sought to abrogate its wage agreements with the employees' organizations. On the side of labor the policy has gone even beyond that announced from the White House. Not only have no movements been initiated for increases of wages but even those already in negotiation, in which freedom of continued action was reserved, have not been pressed.

The result has been that the Nation has gone so far through a major depression without a single important strike and with very few minor ones. In the railway industry there have been no strikes at all or threats of strikes until this company, by an action in which it happily stands alone among American railroads, took the action precipitating the crisis which caused the presidential proclamation appointing this emergency board.

The company, on September 15, 1930, in its first notification to the employees of its desire "to abrogate and review the present schedule covering rates of pay and working conditions of the shop craft employees," certainly did not give the "notice" required by section 6 of the railway labor act, since it in no sense put the employees upon notice. However, the complete schedule, presented on October 1, may be construed as "notice" as of that date. One actual conference, with discussion, was held on that day. Throughout the controversy, from October 1, 1930, until the meeting of the emergency board on April 23, 1931, the evidence shows this was the only actual meeting of representatives of the carriers and of the employees and was the only actual discussion of any of the points in the dispute. All the other discussions were with the mediator, and, so far as reported, all o fthese had to do not with any of the questions at issue but wholly with the question whether these points should be discussed or negotiated. The mediator was informed in the beginning that "this company has nothing to mediate and would not recede from its position." He was also informed repeatedly that the company would not arbitrate.

The refusal to arbitrate was, of course, within the legal right of the carrier. Legally this refusal could be made for any reason, good or bad, or without reason. But the moral right to exercise this legal right is dependent on the reason for it. No reason was shown in the hearings and no good reason is deducible from the circumstances. Even the small amount of money involved pending the conclusion of the arbitration was not in jeopardy, since the representatives of the men testify that they then offered, and they now again offer, to go to the arbitration with the reduced scale in actual effect, subject to the determination of the arbitration as to final payment.

In addition to the cut in wages, the schedule proposed on October 1, 1930, contained a comprehensive revision of the rules and conditions of work of the crafts concerned. No actual discussion of these rules ever took place until the hearings before this emergency board. The schedule posted and put into effect without notice on February 9, 1931, contained additional changes, some of them very important. These, at least, being made without notice, we are confident are void *ab initio*, and their abrogation under the decision of the Supreme Court of the United States, in Texas & N. O. R. Co. *v.* Brotherhood, 281 U. S. 548, written by Chief Justice Hughes, could be enforced by injunction by a court of equity.

It is the clear purpose of the railway labor act that the status quo, as of the beginning of the dispute, shall not be changed by either party until the termination of the proceedings providing for settlement under the act. It is expressly provided that no such change shall be made for 30 days after the first notice, or for 10 days after the cessation of conferences, or at all after the invocation or proffer of mediation until its termination, or after the proclamation creating an emergency board until 30 days after the rendering of its report. This, however, leaves a gap after the termination of mediation and before the creation of an emergency board which the carrier in this case claims is not covered by the law, and under which, in this interval, it acted. It is claimed also that any action thus taken, during this free interval, thereby becomes the status quo, for the purposes of the emergency board provisions, and may be maintained during the 60 days provided, if it has been initiated at this time.

It is intended by the railway labor act that interstate carriers and employees shall make agreements concerning rates of pay, rules, and working conditions, and that in the event of dispute the first effort to compose difficulties shall be made by the management and the employees. Section 2 of the act is as follows:

"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 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."

This is the declared policy of Congress, and one large purpose is to prevent interference with interstate commerce or its substantial impairment, all of which is within its constitutional power. Failing in their efforts to settle their differences either party to the controversy may ask the aid of the Board of Mediation, which is established by section 4, and the duties of which are definitely enumerated in section 5; or the board, of its own volition, may proffer its offices in aid of adjusting a controversy and, failing in this, it may urge an arbitration, for which detailed provision is made in sections 7 and 8. Arbitration is voluntary; the result of it is a judgment in the proper United States district court.

In Texas & N. O. R. Co. *v.* Brotherhood, 281 U. S. 548, the situation was stated in this way:

"While adhering in the new statute to the policy of providing for the amicable adjustment of labor disputes and for voluntary submission to arbitration Congress buttressed this policy by creating certain definite legal obligations. The outstanding feature of the act of 1926 is the provision for an enforceable award in arbitration proceedings. The arbitration is voluntary, but the award pursuant to the arbitration is conclusive upon the parties as to the merits and facts of the controversy submitted."

The former labor act was not satisfactory either to management or to men. It had no legal sanction. The board might proceed wisely, but its determina-

tion could not be enforced. The result of its imperfections was the present railway labor act of 1926. In commenting upon it in Texas & N. O. R. Co. *v.* Brotherhood, 281 U. S. 548, the court said:

"It was with clear appreciation of the infirmity of the existing legislation and in the endeavor to establish a more practicable plan in order to accomplish the desired result that Congress enacted the railway labor act of 1926. It was decided to make a fresh start. The situation was thus described in the report of the bill to the Senate by the Committee on Interstate Commerce (69th Cong., 1st sess., S. Rept. No. 222): 'In view of the fact that the employees absolutely refuse to appear before the labor board and that many of the important railroads are themselves opposed to it, that it has been held by the Supreme Court to have no power to enforce its judgments, that its authority is not recognized or respected by the employees and by a number of important railroads, that the President has suggested that it would be wise to seek a substitute for it, and that the party platforms of both Republican and Democratic Parties in 1924 clearly indicated dissatisfaction with the provisions of the transportation act relating to labor, the committee concluded that the time had arrived when the labor board should be abolished and the provisions relating to labor in the transportation act, 1920, should be repealed.'

"The bill was introduced as the result of prolonged conferences between representative committees of railroad presidents and of executives of railroad labor organizations, and embodied an agreement of a large majority of both. The provisions of Title III of the transportation act, 1920, and also the act of July 15, 1913 (c. 6, 36 Stat. 103), which provided for mediation, conciliation, and arbitration in controversies with railway employees, were repealed."

Section 6 of the act of 1926, relative to an intended change affecting rates of pay, rules, or working conditions, provides:

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

In this connection, as indicative of a general purpose to maintain the status quo until final determination, we quote, but without urging any conclusion upon its application to the record as it is before us, the last paragraph of section 10, referring to the emergency board:

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

The general discussion at the hearing justifies us in observing that these "rules" of the various crafts are the results of many years of negotiations, and are by them regarded as even more important than wage scales. It is also true that such rules are often held by employers to be intended and may be in fact used, as devices to require the employment of more or different men than the work requires, or to compel it to be done in ways which interfere with efficiency and economy. Arguments over these questions are continuous and sharp on all railroads as well as in all other industries having such rules. Provisions in these rules constitute, also, in many cases, the contractual basis for the exercise of legal rights, or for the determination what representatives are entitled to be heard in disputes between the carrier and its employees. Changes covering all these points, to what in each case the employees would regard as their detriment, were made in these rules.

The only way in which such rules can properly be formulated is by detailed discussion and negotiations. Either party, if left to itself, with the power to

impose rules by arbitrary action, would frame rules which the other party would regard, probably correctly, as unjust to its side. The carrier has certainly done so, in some rules in this case. There are also other changes which it has made, whose purpose appears to have been to correct a real evil, but which would correct it much more satisfactorily if the language to do so were framed in consultation by both sides. We are, therefore, not discussing most of these rules, since the only useful suggestion in regard to them is that there should be conference on them. Regardless of the question whose fault it is, no such conference has in fact been held.

There is, however, one set of changes in these rules which goes, not merely to the conditions of labor in this shop, but to the whole purpose of the railway labor act, and particularly to the aspects thereof involved in the case of Texas & N. O. R. *v.* Brotherhood, above cited. Partly in the schedule proposed on October 1, 1930, and completely in the rules posted on February 9, 1931, the provisions relating to representation by the employees, and facilitating the exercise of that representation, were sytematically omitted. The carrier, in argument before the board, pointed out that these rights are in any event conferred by law, and could not be destroyed by their omission from these rules, and both Mr. Burford, attorney for the company, and Mr. Couch, executive vice president, disclaimed any purpose of using these changed rules to hamper or deny the right of representation by the men, or of the existing brotherhoods to act as their representatives. Nevertheless, regardless of personal purposes, the company must be construed to have intended the legal and practical effect of the changes which, by omission as well as by express language, it made.

One of these changes abolished the right of seniority, heretofore held by employees while in the service of the brotherhoods. Others omitted the provisions for leaves of absence and transportation for grievance committees. All express rights of committees, in fact, were eliminated from the posted rules, though most of them had been retained in the proposed schedule of October 1. The right of the employees to be represented is a legal right, but the right of the brotherhoods appearing in this case to act as such representatives is a contractual right. Under the decision of Chief Justice Hughes, already cited, when there is an existing agreement with these brotherhoods they have a property right to be continued to be recognized and dealt with, as the representatives of the employees, unless and until the employees themselves, by uninfluenced, secret ballot, choose other representatives. Certainly a change in rules so important as this ought not to be imposed arbitrarily, without even notice, much less actual consultation, by mere posting on a shop wall.

SUMMARY

Our views summarized from the foregoing detailed statement of the facts are:

(1) There was nothing in the financial situation of the carrier, nor other conditions affecting it, which justified its action of February 9, 1931, in reducing the rate of wages of its shop crafts below the standard prevailing over the country; and the evidence tends to show that when conditions become fairly prosperous the carrier which acquired the two roads will find that its acquisition of them will be exceedingly profitable.

(2) The action of the carrier of February 9, 1931, in putting into force new rules and changes in working conditions, wholly without notice such as is required by the act, was positively illegal under section 6.

(3) The refusal of the carrier to submit to arbitration under the railway labor act upon the announced and only asserted ground that there was nothing to arbitrate was not justified. If there was an occasion for a change in the rules, and there may have been, there was clearly an arbitrable controversy, and their promulgation without notice to the men or their representatives was in direct violation of the act.

(4) That the policy announced in the statement of the President of November 21, 1929, after conferences with employers and employees, to the effect that there should be no wage reductions made by employers and no efforts by the men to increase the standard wages, was observed faithfully by other carriers, with a few negligible exceptions, to which we attach no importance. The men observed the spirit of the statement and went beyond it in not pressing the reserved right to continue negotiations then pending.

(5) The carrier should restore the standard rate of wages and rules governing working conditions prevailing on its line in September, 1930, when it first proposed changing them. This would leave the carrier and the men as they were when the carrier announced its purpose to reduce wages and change the working rules.

The conclusion we reach is based upon the proposition that there was never an occasion for reducing wages, though the right to do so in the manner provided by law is conceded by all, and the further proposition that the change in rules and working conditions without notice was positively illegal under section 6. Rules arbitrarily imposed by the carrier without negotiation with the men or their representatives have no element of contract and are not in harmony with the thought of Congress expressed in section 2 imposing the duty "to make and maintain agreements concerning rates of pay, rules, and working conditions."

(6) That if the carrier refuses to restore former conditions it should submit to arbitration. The men have expressed their willingness to arbitrate notwithstanding the illegal change of rules.

(7) That if the carrier refuses to do one or the other; that is, to restore conditions as they were in September, 1930, or to arbitrate, we can not urge upon the craftsmen the duty of agreeing to the conditions, partly illegal, imposed by the action of February 9, 1931. This would be equivalent to saying that one who obeys a particular law is at a disadvantage with respect to one who disregards it.

(8) We feel that the carrier should not disturb the wage structure which other carriers, no better situated, are maintaining; and that it should seriously consider whether it can justify itself to itself in maintaining rules and working conditions fixed in a way declared by Congress to be illegal.

(9) If the opportunity is offered the carrier to mediate or arbitrate the controversy, it should accept it; and if not presented, it should seek it.

Shreveport, La., May 5, 1931.

Respectfully submitted.

CHARLES KERR, *Chairman.*
CHESTER H. ROWELL.
HOMER B. DIBELL.

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 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 aribtrator, 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 subpœnas, 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 subpœnas. In the event of the failure of any person to comply with any such subpœna, 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 subpœna.

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.

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