

**Annual Report of the  
United States Board  
of Mediation ~ 1932**



Annual Report  
OF THE  
United States  
Board of Mediation



For the Fiscal Year  
ended June 30  
1932



UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON • 1932

UNITED STATES BOARD OF MEDIATION MEMBERS, 1932

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G. WALLACE W. HANGER.

OSCAR B. COLQUITT.

EDWIN P. MORROW.

SAMUEL E. WINSLOW, *Chairman.*

JOHN WILLIAMS.

GEORGE A. COOK, *Secretary.*

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## LETTER OF TRANSMITTAL

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BOARD OF MEDIATION,  
OFFICE OF THE CHAIRMAN,  
*Washington, D. C., November 1, 1932.*

*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 sixth annual report of the Board of Mediation for the fiscal year ended June 30, 1932.

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





## SIXTH ANNUAL REPORT OF THE BOARD OF MEDIATION

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### CREATION OF THE BOARD OF MEDIATION

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

### STATEMENT OF THE BOARD

The railway labor act was passed by Congress on the initiation of railroad interests—employees and carriers—for the purpose of establishing an agency for the discussion and orderly settlement of controversial questions arising between employees and carriers, and for the purpose of insuring uninterrupted interstate commerce as comprehending the interests of railroad employees and carriers and the public. In the judgment of the Board of Mediation, it is but fair to state that the desired results attained have been highly satisfactory.

The Board of Mediation has from the beginning, as a matter of policy, undertaken to do and has done its work quietly and without publicity. In the administration of the railway labor act the board has received a hearty and constantly increasing cooperation from employees and their employers.

The act approved May 20, 1926, has been in practical operation since August 1, 1926. During this period of approximately six years there have been only two strikes (October, 1928, and November, 1929) brought to the attention of the Board of Mediation. These were of little significance and were attended by no substantial interruption of interstate commerce.

One of these strikes (in railway express service) was annoying in New York City for a few hours but did not appreciably interrupt the normal flow of interstate commerce.

Our records indicate that during the period of six years strike ballots have been spread among railway employees comprehending shopmen, trainmen, conductors, firemen, engineers, maintenance of way employees, clerks, telegraphers, longshoremens, signalmen, switchmen, and Pullman porters to the number of 28 in which 15 carriers were individually involved and also one strike ballot involving a group of 22 carriers.

The disputes which led to the submission and receipt of such strike ballots were ultimately settled otherwise in an orderly way.

During the past year the board made three interpretations of mediation agreements, making a total of 6 during the six years as bearing on a provision or provisions of 515 mediation agreements made during the period.

The board received and settled more cases during the last fiscal year than during any like preceding period.

Peaceful conditions have been brought about and have continued through the orderly settlement of disputes. Interstate commerce has not been interrupted. The administration of the railway labor act, all features considered, has been accomplished, so far as the United States Government is concerned, at an extremely small expense. When the service to a great number of employees and carriers—with all features involved—is considered, the cost of administration has been very small. One important interruption to interstate commerce as a matter of loss to employees and carriers, to say nothing of the public, would unquestionably exceed the total cost of the administration of the Board of Mediation during the six years of its existence and quite likely in addition the cost of such administration for some years ahead.

#### CHICAGO CONFERENCE

Railroad labor organizations to the number of 21, representing employees, and railroads to the number of 210, held a joint conference in Chicago, Ill., January 15, 1932, to February 1, 1932. Various questions were discussed.

Careful and thorough consideration was given to the matter of wage deductions and other questions. The organizations of employees and employers so represented agreed upon a flat 10 per cent deduction from pay checks for a period of one year from February 1, 1932.

Following the wage arrangement made in Chicago employees and executives of many railroads not represented at Chicago readjusted their pay arrangements for the most part on the same basis.

The proceedings of the conference and the results obtained were in harmony with and in the spirit of the railway labor act.

The Chicago proceedings demonstrated a desire on the part of railroad employees and the carriers to contribute practically to the economic well-being of the country.

#### ARBITRATION BOARDS

During the past year 15 agreements to arbitrate were established by the Board of Mediation, and at the end of the year 7 arbitration proceedings resulting therefrom had been held and awards made. In the remaining 8 instances arbitration proceedings had not been started.

#### EMERGENCY BOARDS

A proclamation of emergency was issued and an emergency board was appointed by the President on March 10, 1932, under the provisions of section 10 of the railway labor act, to investigate and report respecting unadjusted differences then existing between the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, Railway Employees Department, American Federation of Labor, Federated Shop Crafts, Local Lodge No. 24, Colored Railway Trainmen, and the Louisiana & Arkansas Railway and Louisiana, Arkansas & Texas Railway Cos. at Shreveport, La. Text of the report (made public by the President April 2, 1932) is embodied (p. 36) herein.

## RECEIPT AND DISPOSITION OF ALL CASES

	Completed work on cases for 6 fiscal years ending June 30, 1927, to 1932, inclusive	Fiscal year ending June 30, 1932	
		Number of cases for year	Per cent of all cases for 6 years
Received and accepted for mediation service.....	1, 606	392	24. 4
Disposed of through services of Board of Mediation:			
I. (a) Mediation agreements.....	515	139	27. 0
(b) Establishing agreements to arbitrate.....	229	51	22. 3
(c) Withdrawals in process of mediation.....	370	106	28. 6
(d) Withdrawals in process of investigation.....	16	11	68. 8
(e) Withdrawals by parties before mediation instituted.....	35	7	20. 0
(f) Withdrawal from arbitration.....	5	4	80. 0
II. (a) Retired or closed (cases impossible of conclusion under I (a), (b), (c), (d), (e), or (f), including refusals to arbitrate).....	147	86	58. 5
Total.....	1, 317	404	30. 7

Open cases, June 30, 1932, 289.

Much general work difficult to specify is constantly being performed by the Board of Mediation in its office and in the field by board members and mediators.

## STATEMENT OF CASES RECEIVED AND DISPOSED OF UNDER THE RAILWAY LABOR ACT, BY FISCAL YEARS, FOR SIX YEARS ENDED JUNE 30, 1932

Fiscal year <sup>1</sup>	Cases open at beginning of fiscal year			Received during fiscal year			Cases on hand and received			Disposition of cases								
										By mediation			By withdrawal <sup>2</sup>					
	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total
1927.....	0	0	0	265	7	272	265	7	272	57	0	57	24	0	24			
1928.....	154	7	161	98	25	123	252	32	284	84	0	84	45	0	45			
1929.....	107	32	139	65	37	102	172	69	241	46	18	64	43	19	62			
1930.....	43	28	71	112	222	334	155	250	405	25	48	73	20	66	86			
1931.....	93	123	216	78	305	383	171	428	599	24	74	98	21	60	81			
1932.....	118	179	297	110	282	392	228	461	689	45	94	139	69	59	128			
6 years.....	-----	-----	-----	728	878	1, 606	-----	-----	-----	281	234	515	222	204	426			

Fiscal year <sup>1</sup>	Disposition of cases											
	By arbitration <sup>3</sup>			Retired account refusal to arbitrate <sup>3</sup>			Retired or closed, other causes <sup>4</sup>			Total disposed of		
	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total	C <sup>3</sup>	GC <sup>3</sup>	Total
1927.....	27	0	27	0	0	0	3	0	3	111	0	111
1928.....	14	0	14	0	0	0	2	0	2	145	0	145
1929.....	10	0	10	9	0	9	21	4	25	129	41	170
1930.....	4	8	12	3	0	3	10	1	11	62	123	185
1931.....	2	113	115	1	0	1	5	2	7	53	249	302
1932.....	4	47	51	47	33	80	5	1	6	170	234	404
6 years.....	61	168	229	60	33	93	46	8	54	670	647	1, 317

<sup>1</sup> June 30 is the end of each year period.

<sup>2</sup> Cases include questions submitted in accordance with the provisions of section 5, first (b) and (c), railway labor act. GC cases include questions submitted in accordance with the provisions of section 5 first (a), railway labor act.

<sup>3</sup> In all of these cases as much average work has been done by the Board of Mediation as in cases actually disposed of in formal mediation proceedings.

Many cases comprehended in the above tabulations call for much investigation service previous to being accepted for mediation. There have been 149 of such investigation cases during the 6-year period.

COMPARATIVE FINANCIAL STATEMENT FOR YEARS 1927-28, 1928-29,  
1929-30, 1930-31, AND 1931-32

	Fiscal year 1927-28	Fiscal year 1928-29	Fiscal year 1929-30	Fiscal year 1930-31	Fiscal year 1931-32
<b>APPROPRIATIONS</b>					
Salaries and expenses, Board of Mediation.....	\$237,000.00	\$215,102.00	\$216,570.00	\$196,680.00	\$186,685.00
Printing and binding, Board of Mediation.....	3,000.00	2,800.00	1,700.00	1,700.00	1,500.00
Salaries and expenses, arbitration boards.....	100,000.00	80,000.00	80,000.00	80,000.00	133,153.95
Emergency boards, railway labor act.....	50,000.00	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	371,338.95
<b>EXPENDITURES</b>					
Salaries, Board of Mediation.....	151,388.01	147,703.05	142,535.24	136,059.62	132,002.57
Rent of quarters.....	13,761.12	12,540.48	12,039.96	9,654.72	9,654.72
Expenses incident to travel.....	20,102.69	15,865.73	17,005.95	16,065.43	17,073.46
Printing and binding.....	1,308.70	1,266.11	985.52	823.25	1,254.61
Other operating expenses.....	5,505.06	4,819.97	4,098.40	4,849.23	5,629.98
Expenses of arbitration boards.....	77,362.50	31,642.70	5,522.04	21,324.01	29,909.97
Expenses of emergency boards.....	4,759.62	28,653.39		4,611.84	7,662.38
Total.....	274,187.70	242,491.43	182,187.11	193,388.10	203,187.59
Unexpended balance, all funds.....	115,812.30	105,410.57	166,082.89	134,991.90	168,151.36
Total.....	390,000.00	347,902.00	348,270.00	328,380.00	371,338.95

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 (June 30, 1932), 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 14 employees—making a total force of 24.

## 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 followed:

Administrative division.

Technical and statistical division.

Mediators other than board members.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1931, to June 30, 1932 (other than grievance cases)

Case No.	Application		Parties involved	Approximate mileage operated	Employees involved		Mediation conferences		Closed by—	Date closed
	Date received	Made by—			Class	Approximate number	Began (date)	Place (city)		
C-106	1926 Oct. 18	Employees.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Pacific lines in Texas and Louisiana.	4,712	Clerical.....	2,778	1926 Nov. 24	Houston, Tex.....	Board action <sup>1</sup> .	1931 Nov. 16
C-135	Dec. 1	.....do.....	Switchmen's Union of North America with Illinois Central R. R.	7,006	Switchmen.....	66	1929 Mar. 11	Chicago, Ill.....	.....do. <sup>1</sup> .....	Do.
C-181	1927 Feb. 13	.....do.....	Brotherhood of Locomotive Firemen and Engineers and Switchmen's Union of North America with Texas City Terminal Ry. Co.	39	Firemen, switchmen.	7	July 5	Texas City, Tex.....	.....do. <sup>1</sup> .....	Do.
C-223	Apr. 11	.....do.....	Switchmen's Union of North America with South Buffalo R. R.	6	Switchmen.....	148	Nov. 14	Washington, D. C.....	.....do. <sup>1</sup> .....	Do.
C-241	May 6	.....do.....	Railway Employees Department, American Federation of Labor, with Fort Smith & Western Ry. Co.	250	Shopmen.....	95	Sept. 10	Fort Smith, Ark.....	.....do. <sup>1</sup> .....	Do.
C-265	June 23	.....do.....	Order of Railroad Telegraphers with the Reading Co.	1,575	Station, telegraph, tower.	1,034	Oct. 1	Philadelphia, Pa.....	.....do. <sup>1</sup> .....	Do.
C-318	1928 Feb. 17	.....do.....	Order of Railroad Telegraphers with The Virginian Ry.	608	.....do.....	120	1928 Sept. 7	Norfolk, Va.....	.....do. <sup>1</sup> .....	Do.
CI-324	Feb. 29	.....do.....	Switchmen's Union of North America with Louisiana, Railway & Navigation Co.	338	Switchmen.....	8	Oct. 13	Shreveport, La.....	Withdrawn <sup>2</sup> .	1932 Mar. 3
C-355	May 17	.....do.....	Order of Railroad Telegraphers with Terminal Railroad Association of St. Louis.	81	Station, telegraph, tower.	103	1929 June 22	St. Louis, Mo.....	Board action <sup>1</sup> .	1931 Nov. 16
C-384	Nov. 5	.....do.....	Association of Train Porters, Brakemen, and Switchmen with Louisiana Railway & Navigation Co.	338	Brakemen and switchmen.	62	Nov. 26	Shreveport, La.....	.....do. <sup>1</sup> .....	1932 Jan. 25
C-394	Dec. 11	.....do.....	Brotherhood of Locomotive Firemen and Engineers with Kansas City Terminal Ry.	27	Firemen and hostlers.	60	Jan. 7	Kansas City, Mo..	Withdrawn <sup>3</sup> .	Mar. 2
C-432	1929 July 31	.....do.....	Order of Railroad Telegraphers with Buffalo, Rochester & Pittsburgh R. R.	602	Station, telegraph, tower.	250	.....	.....	.....do. <sup>3</sup> .....	Apr. 18

<sup>1</sup> The board closed its file.<sup>2</sup> Withdrawn during process of investigation.<sup>3</sup> Withdrawn during process of mediation.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1931, to June 30, 1932 (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-438	1929 Aug. 26	Employees.	American Train Dispatchers Association with Midland Valley R. R. Co. and Kansas, Oklahoma & Gulf Ry. Co.	663	Train dispatchers.	4	1929 Oct. 26	Muskogee, Okla.	Board action <sup>1</sup> .	1931 Nov. 16
C-444	Sept. 25	-----do-----	Brotherhood of Maintenance of Way Employees with Chicago, Rock Island & Pacific Ry. Co. and Chicago, Rock Island & Gulf Ry. Co.	8,382	Maintenance of way.	8,000	1930 Feb. 27	Chicago, Ill.	Withdrawn <sup>2</sup> .	1932 Apr. 28
C-445	Oct. 1	-----do-----	Shop Crafts Association with Southern Pacific Co. (Pacific lines).	9,113	Shop laborers.	4,000	Mar. 28	San Francisco, Calif.	-----do. <sup>3</sup> -----	Jan. 23
C-453	Oct. 26	-----do-----	American Train Dispatchers Association with Louisiana Railway & Navigation Co., of Texas.	206	Train dispatchers.	4	1929 Dec. 11	Shreveport, La.	Board action <sup>1</sup> .	1931 Nov. 16
C-455	Nov. 4	Joint.	Order of Railroad Telegraphers with Baltimore & Ohio R. Co.	6,308	Station, telegraph, tower.	2,200	1930 Apr. 2	Baltimore, Md.	Withdrawn <sup>4</sup> .	1932 Mar. 22
C-456	-----do-----	Employees.	Brotherhood of Maintenance of Way Employees with St. Louis-San Francisco Railway Co. and subsidiaries.	5,267	Maintenance of way.	6,000	1929 Dec. 2	St. Louis, Mo.	-----do. <sup>3</sup> -----	Mar. 9
C-457	-----do-----	-----do-----	Order of Railroad Telegraphers with New York, New Haven & Hartford R. R. Co.	2,082	Station, telegraph, tower.	1,100	1930 Feb. 12	New Haven, Conn.	-----do. <sup>4</sup> -----	June 10
C-458	-----do-----	-----do-----	Order of Railroad Telegraphers with Boston & Maine R. R.	2,093	-----do-----	900	Feb. 24	Boston, Mass.	-----do. <sup>4</sup> -----	Apr. 11
C-462	Nov. 23	-----do-----	Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen and Enginemen with Southern Pacific lines in Texas and Louisiana.	4,712	Brakemen and firemen.	43	1929 Dec. 2	Houston, Tex.	Board action <sup>1</sup> .	1931 Nov. 16
C-469	Dec. 7	Joint.	Order of Railroad Telegraphers with New York Central R. R. and subsidiaries.	6,526	Station, telegraph, tower.	5,000	-----	-----	Withdrawn <sup>2</sup> .	1932 Mar. 21
C-473	1930 Jan. 6	Employees.	Brotherhood of Maintenance of Way Employees with Chicago & North Western Ry. Co.	8,442	Maintenance of way.	13,316	1930 Mar. 18	Chicago, Ill.	Board action <sup>1</sup> .	1931 Nov. 30
C-475	Jan. 13	-----do-----	Order of Railroad Telegraphers with Chicago, Milwaukee, St. Paul & Pacific R. R. Co.	7,803	Station, telegraph, tower.	2,149	Feb. 20	-----do-----	Withdrawn <sup>2</sup> .	1932 Apr. 26
C-476	Jan. 15	-----do-----	Brotherhood of Maintenance of Way Employees with Missouri-Kansas-Texas R. R. Co.	3,188	Maintenance of way.	3,686	Mar. 11	St. Louis, Mo.	-----do. <sup>3</sup> -----	Mar. 8

C-477	do	do	Brotherhood of Maintenance of Way Employees with Chicago & Alton R. R. Co.	1,052	do	1,498	Feb. 12	Chicago, Ill.	do. <sup>3</sup>	Mar. 3
C-480	Jan. 21	do	Brotherhood of Railroad Trainmen with Texas & Pacific Ry. Co.	1,952	Yardmasters	45	Feb. 25	Dallas, Tex.	Board action <sup>1</sup>	1931 Nov. 16
C-482	Jan. 25	do	Order of Railroad Telegraphers with Chicago, Rock Island & Pacific Ry. Co. and Chicago, Rock Island & Gulf Ry. Co.	8,382	Station, telegraph, tower.	1,686	July 8	Chicago, Ill.	Withdrawn <sup>3</sup>	1932 Apr. 4
C-484	Jan. 30	do	Brotherhood of Maintenance of Way Employees with Missouri Pacific R. R. Co.	7,436	Maintenance of way.	13,584	July 3	St. Louis, Mo.	do. <sup>3</sup>	Mar. 9
C-486	Feb. 4	do	Order of Railroad Telegraphers with Los Angeles & Salt Lake R. R. Co.	1,250	Station, telegraph, tower.	195	Feb. 6	Omaha, Nebr.	do. <sup>3</sup>	Apr. 1
C-488	Feb. 10	do	Brotherhood of Maintenance of Way Employees with Texas & Pacific Ry. Co.	1,952	Maintenance of way.	3,657	May 15	Dallas, Tex.	Board action <sup>1</sup>	1931 Nov. 16
C-490	Feb. 17	do	Order of Railroad Telegraphers with Boston Terminal Co.	13	Station, telegraph, tower.	25			Withdrawn <sup>3</sup>	1932 May 11
C-491	do	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Railway System.	8,034	Clerical	10,000			do. <sup>3</sup>	Apr. 27
C-493	Feb. 24	do	Order of Railroad Telegraphers with Denver Union Terminal Co.	6	Station, telegraph, tower.	6	Mar. 5	Denver, Colo.	do. <sup>3</sup>	Apr. 1
C-498	Mar. 10	do	Order of Railroad Telegraphers with Denver & Rio Grande Western R. R. Co.	2,561	do	381	Mar. 20	do	do. <sup>3</sup>	Do.
C-503	Mar. 11	do	Brotherhood of Locomotive Engineers with Illinois Central R. R. Co. and Yazoo & Mississippi Valley R. R. Co.	7,006	Locomotive engineers.	1,900	Apr. 28	Chicago, Ill.	Board action <sup>1</sup>	1931 Nov. 19
C-505	Mar. 14	do	Brotherhood of Locomotive Engineers with Chicago Great Western R. R. Co.	1,495	do	174	1932 Apr. 18	do	Mediation	1932 Apr. 18
C-507	Mar. 27	do	Brotherhood of Maintenance of Way Employees with Buffalo, Rochester & Pittsburgh Ry. Co.	602	Maintenance of way.	1,023	1930 June 16	Rochester, N. Y.	Withdrawn <sup>3</sup>	Mar. 7
C-508	Apr. 1	do	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen, Order of Railway Conductors, and Order of Railroad Telegraphers with Rio Grande Southern R. R. Co.	174	Engineers, firemen, brakemen, conductors, telegraphers.	400	Apr. 15	Denver, Colo.	Board action <sup>1</sup>	1931 Nov. 16
C-510	Apr. 4	do	Order of Railroad Telegraphers with Chicago & Western Indiana R. R. Co.	184	Station, telegraph, tower.	54			Withdrawn <sup>3</sup>	1932 Apr. 8

<sup>1</sup> The board closed its file.<sup>2</sup> Withdrawn during process of mediation.<sup>3</sup> 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 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1931, to June 30, 1932 (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-512	1930 Apr. 12	Employees.	Order of Railroad Telegraphers with Nashville, Chattanooga & St. Louis Ry.	1, 203	Station, telegraph, tower.	300	1930 June 4	Nashville, Tenn.	Withdrawn <sup>1</sup>	1932 Jan. 12
C-515	Apr. 21	.....do.....	Brotherhood of Maintenance of Way Employees with Fort Worth & Denver City Ry. Co. and Wichita Valley Ry. Co.	968	Maintenance of way.	758	May 20	Fort Worth, Tex.	.....do. <sup>1</sup> .....	Mar. 9
C-516	.....do.....	.....do.....	National Organization Masters, Mates, and Pilots of America with Erie R. R.	2, 444	Masters, mates, pilots.	20	.....	.....	.....do. <sup>1</sup> .....	Apr. 7
CI-517	.....do.....	.....do.....	National Organization Masters, Mates, and Pilots of America with Pennsylvania R. R.	10, 404	.....do.....	25	.....	.....	.....do. <sup>1</sup> .....	Do.
C-518	.....do.....	.....do.....	National Organization Masters, Mates, and Pilots of America with New York Central R. R. Co.	6, 526	.....do.....	25	.....	.....	.....do. <sup>1</sup> .....	Do.
C-519	Apr. 24	.....do.....	Brotherhood of Maintenance of Way Employees with Bangor & Aroostook R. R. Co.	614	Maintenance of way.	782	Sept. 8	Bangor, Me.	.....do. <sup>1</sup> .....	Mar. 7
C-521	Apr. 25	.....do.....	Order of Railroad Telegraphers with Western Pacific R. R. Co.	1, 051	Station, telegraph, tower.	153	May 16	San Francisco, Calif.	.....do. <sup>1</sup> .....	Apr. 1
C-524	May 7	.....do.....	National Organization Masters, Mates, and Pilots of America with New York, New Haven & Hartford R. R. Co.	2, 082	Deck employees.	115	.....	.....	.....do. <sup>1</sup> .....	Apr. 7
C-525	May 10	.....do.....	Brotherhood of Maintenance of Way Employees with New York, Chicago & St. Louis R. R. Co.	1, 696	Maintenance of way.	3, 000	May 27	Cleveland, Ohio.	.....do. <sup>1</sup> .....	Feb. 29
C-526	May 19	.....do.....	General Committee of Train Porters, Missouri Pacific R. R. Co., with Missouri Pacific R. R. Co.	7, 436	Train porters.	124	Dec. 27	St. Louis, Mo.	.....do. <sup>1</sup> .....	Apr. 30
C-528	June 9	.....do.....	International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America with Railway Express Agency (Inc.).	220, 338	Vehicle, stable, and garage.	225	.....	.....	.....do. <sup>1</sup> .....	Apr. 12
C-530	June 14	.....do.....	Order of Railway Conductors and Brotherhood of Railroad Trainmen with Southern Pacific Co. (Pacific lines).	9, 113	Conductors and trainmen.	3, 900	1931 Jan. 14	San Francisco, Calif.	Mediation	1931 Aug. 7
C-538	June 4	Joint.....	Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	6, 308	Brakemen.	15	1930 Dec. 9	Chicago, Ill.	Withdrawn <sup>2</sup>	July 25
C-542	Aug. 13	.....do.....	Brotherhood of Maintenance of Way Employees with Midland Valley R. R. Co. and Kansas, Oklahoma & Gulf Ry. Co.	663	Maintenance of way.	504	1931 Jan. 8	Muskogee, Okla.	.....do. <sup>1</sup> .....	1932 Mar. 8



C-543	Aug. 14	Employees.	Order of Railroad Telegraphers with Central of Georgia Ry. Co.	1,921	Station, telegraph, tower.	400	1930 Oct. 24	Savannah, Ga.	Board action <sup>1</sup> .	Apr. 22
C-544	Aug. 25	-----do-----	Order of Railway Conductors with Waco, Beaumont, Trinity & Sabine Ry. Co.	115	Conductors-----	15	Sept. 17	Houston, Tex.	-----do. <sup>1</sup> -----	1931 Nov. 16
C-546	Aug. 4	-----do-----	Association of Bridge and Building Mechanics with Southern Pacific Co. (Pacific lines).	9,113	Bridge and building mechanics.	688	-----	-----	-----do. <sup>1</sup> -----	1932 June 29
C-549	Sept. 6	-----do-----	Brotherhood of Locomotive Firemen and Engineers with Waco, Beaumont, Trinity & Sabine Ry. Co.	115	Firemen and hostlers.	15	Sept. 17	Houston, Tex.	-----do. <sup>1</sup> -----	1931 Nov. 16
CI-552	Sept. 27	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Louisiana & Arkansas Ry. Co.	608	Clerical-----	50	-----	-----	Withdrawn <sup>1</sup> .	Dec. 8
C-553	Oct. 2	-----do-----	Brotherhood of Maintenance of Way Employees with Florida East Coast Ry. Co.	869	Maintenance of way.	198	Oct. 17	St. Augustine, Fla.	Mediation----	Dec. 7
C-555	Oct. 6	-----do-----	Railway Employees Department, American Federation of Labor, with Louisiana & Arkansas Ry. Co.	608	Shopmen-----	250	Dec. 11	Shreveport, La.	Board action <sup>1</sup> .	Nov. 16
CI-556	Sept. 18	-----do-----	Order of Railway Conductors and Brotherhood of Railroad Trainmen with Louisiana & Arkansas Ry. Co.	608	Conductors and trainmen.	95	-----	-----	Withdrawn <sup>1</sup> .	Oct. 30
C-561	Oct. 30	-----do-----	Brotherhood of Railroad Trainmen with Erie R. R.	2,444	Yardmasters-----	167	1932 Apr. 1	New York, N. Y.	-----do. <sup>1</sup> -----	1932 Apr. 5
C-562	Nov. 11	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas & Pacific Ry. Co.	1,952	Clerical-----	50	1931 June 5	Dallas, Tex.	-----do. <sup>1</sup> -----	June 17
C-563	Nov. 19	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Missouri Pacific Ry. Co.	7,436	-----do-----	4,985	1930 Dec. 9	St. Louis, Mo.	-----do. <sup>1</sup> -----	Mar. 5
C-565	Nov. 28	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans.	94	-----do-----	40	1931 June 10	Dallas, Tex.	-----do. <sup>1</sup> -----	June 27
C-566	Dec. 11	-----do-----	American Train Dispatchers Association with Chicago, Milwaukee, St. Paul & Pacific R. R. Co.	10,912	Train dispatchers.	1	1932 May 17	Chicago, Ill.	Board action <sup>1</sup> .	June 8
C-568	Dec. 20	-----do-----	Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen and Engineers with Kentucky & Tennessee Ry. Co.	20	Train and engine service.	27	Mar. 22	Stearns, Ky.	Withdrawn <sup>1</sup> .	Mar. 26

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

<sup>2</sup> Withdrawn during process of investigation.

<sup>3</sup> Withdrawn during process of mediation.

<sup>4</sup> This case was closed by arbitration agreement during the fiscal year 1931 and so shown in annual report for that year; however, before arbitrators were appointed the parties composed their differences and withdrew the case.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1931, to June 30, 1932 (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-560	1931 Jan. 3	Employees	Association of Colored Railway Trainmen with Louisiana & Arkansas Ry. Co.	608	Brakemen (colored).	71	1931 Feb. 6	Shreveport, La....	Board action <sup>1</sup>	1932 Jan. 25
CI-572	Jan. 10	do.	American Train Dispatchers Association with Illinois Central R. R. Co.	7, 006	Train dispatchers.	112			Withdrawn <sup>2</sup>	Mar. 14
C-574	Jan. 21	do.	Brotherhood of Railroad Trainmen with Erie R. R. Co.	2, 444	Trainmen.	3	Jan. 31	New York, N. Y..	Mediation.	Mar. 31
C-575	do.	do.	do.	2, 444	do.	3	do.	do.	do.	Do.
C-578	do.	do.	do.	2, 444	do.	3	do.	do.	do.	Do.
C-579	Jan. 22	Carrier.	Baltimore & Ohio R. R. Co., with Order of Railroad Telegraphers.	6, 308	Station, telegraph, tower.	2, 100	Sept. 21	Baltimore, Md....	do.	1931 Sept. 28
C-582	Feb. 5	Employees.	American Train Dispatchers Association with Chicago, Rock Island & Pacific Ry. Co. and New York Central R. R. Co.	14, 146	Tower employees.	2	1932 Mar. 28	Chicago, Ill.....	do.	1932 Mar. 31
C-588	Feb. 25	do.	Order of Railway Conductors and Brotherhood of Railroad Trainmen with Southern Pacific Co. (Pacific lines).	9, 113	Train service.	6	1931 Aug. 11	San Francisco, Calif.	Board action <sup>1</sup>	May 27
C-589	Mar. 12	Joint.	Copper Range R. R. Co. with Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Locomotive Engineers, Brotherhood of Railroad Trainmen, and Order of Railway Conductors.	108	Train and engine service.	65	Mar. 16	Houghton, Mich..	Withdrawn <sup>3</sup>	Jan. 25
C-591	Mar. 19	Employees.	Order of Railroad Telegraphers with Chicago, Burlington & Quincy R. R. Co.	9, 267	Station, telegraph, tower.	2, 000	Apr. 22	Chicago, Ill.....	Board action <sup>1</sup>	1931 Nov. 16
C-594	Apr. 9	do.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, with Southern Pacific lines in Texas and Louisiana.	4, 712	Clerical.	1, 500	July 17	Houston, Tex....	do. <sup>1</sup>	Do.
C-597	May 5	do.	Brotherhood of Locomotive Engineers with Texas & Pacific Ry. Co.	1, 952	Locomotive engineers.	450	Sept. 30	Dallas, Tex.....	Mediation.	Sept. 30
CI-598	May 6	do.	Order of Railroad Telegraphers with Baltimore & Ohio R. R. Co.	6, 308	Train dispatchers.	200			Withdrawn <sup>2</sup>	Sept. 28
C-601	May 12	Joint.	Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen, and Order of Railway Conductors with Denver & Rio Grande Western R. R. Co.	2, 561	Train and engine service.	1, 270	July 6	Denver, Colo....	Mediation.	Nov. 24

C-602	do	do	do	2,561	do	1,270	do	do	do	Do.
C-604	May 14	Employees.	Brotherhood of Railroad Trainmen with Chicago & Eastern Illinois Ry. Co.	939	Trainmen	300	May 15	Chicago, Ill.	do	Aug. 17
C-605	June 1	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & Eastern Illinois Ry. Co.	939	Clerical	1,000	June 20	do	Withdrawn <sup>3</sup>	May 25
CI-606	do	do	Brotherhood of Railroad Trainman with Southern Pacific Co. (Pacific lines).	9,113	Trainmen	5			do. <sup>3</sup>	1931 July 20
C-607	June 3	do	Brotherhood of Locomotive Engineers with Chicago & Western Indiana R. R.	184	Locomotive engineers.	1	July 22	Chicago, Ill.	do. <sup>3</sup>	July 24
C-608	June 4	do	Order of Railroad Telegraphers with Chesapeake & Ohio Ry. Co.	3,145	Agent-operators	3	Nov. 4	Richmond, Va.	Mediation	1932 Apr. 21
C-609	June 8	do	Brotherhood of Maintenance of Way Employees with Fort Worth & Denver City Ry. Co. and Wichita Valley Ry. Co.	968	Maintenance of way.	536	Aug. 10	Fort Worth, Tex.	do	1931 Aug. 13
C-610	do	do	Brotherhood of Maintenance of Way Employees with Chicago & North Western Ry. Co.	8,442	do	13,316	July 17	Chicago, Ill.	Board action <sup>1</sup>	Nov. 30
C-612	June 3	do	Brotherhood of Locomotive Engineers with Chicago & Eastern Illinois Ry. Co.	939	Locomotive engineers.	195	July 31	do	Withdrawn <sup>3</sup>	Aug. 10
C-613	June 17	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Maine Central R. R. Co. and Portland Terminal Co.	1,121	Clerical	630	1932 Jan. 25	Portland, Me.	Arbitration	1932 Jan. 29
C-615	June 29	do	Order of Railroad Telegraphers with St. Louis-Southwestern Ry. Co.	1,107	Agents and telegraphers.	28	1931 Dec. 11	St. Louis, Mo.	Board action <sup>1</sup>	Jan. 25
C-616	July 2	do	Brotherhood of Maintenance of Way Employees with Western Pacific R. R. Co.	1,051	Maintenance of way.	1,200	1932 Feb. 5	San Francisco, Calif.	Withdrawn <sup>3</sup>	Feb. 9
C-617	June 29	do	Order of Railroad Telegraphers with Missouri-Pacific lines.	2,600	Station, telegraph, tower.	236	1931 Oct. 12	Houston, Tex.	do. <sup>3</sup>	Apr. 8
CI-618	July 15	do	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with New York Central R. R. Co. (east and west); Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.; and Michigan Central R. R. Co.	10,718	Clerical	900			do. <sup>2</sup>	1931 Aug. 11
C-619	July 27	do	Cooks-Waiters Industrial Association with Missouri-Kansas-Texas R. R. Co.	3,188	Cooks-waiters	69	1932 Jan. 29	St. Louis, Mo.	do. <sup>3</sup>	1932 Feb. 8
C-620	July 29	do	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Louisiana, Arkansas & Texas Ry. Co.	202	Engine and train service.	43	1931 July 31	Greenville, Tex.	Board action <sup>1</sup>	1931 Nov. 16

<sup>1</sup>The board closed its file.<sup>3</sup> Withdrawn during process of investigation.<sup>2</sup> Withdrawn during process of mediation.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1931, to June 30, 1932 (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-621	1931 Aug. 5	Employees.	Brotherhood of Locomotive Firemen and Engineers with Seaboard Air Line Ry. Co.	4, 481	Yard engineer.....	1	1931	-----	Board action <sup>1</sup> .	1931 Nov. 16
C-622	Aug. 7	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas & Pacific Ry. Co.	1, 952	Clerical.....	50	1932 Feb. 17	Dallas, Tex.....	Withdrawn <sup>2</sup> .	1932 June 17
C-625	Aug. 18	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texarkana Union Station Trust Co.	( <sup>6</sup> )	-----do-----	29	Feb. 7	Texarkana, Ark.-Tex.	-----do. <sup>3</sup> -----	Feb. 13
C-626	Aug. 27	-----do-----	Order of Railway Conductors with Southern Pacific lines in Texas and Louisiana.	4, 712	Conductors.....	19	1931 Oct. 26	Houston, Tex.....	Mediation.....	1931 Nov. 13
C-627	Aug. 28	-----do-----	Order of Railroad Telegraphers with Nashville, Chattanooga & St. Louis Ry.	1, 203	Station, telegraph, tower.	300	Nov. 9	Nashville, Tenn...	Withdrawn <sup>3</sup> .	1932 Jan. 13
C-628	-----do-----	-----do-----	Order of Railroad Telegraphers with Clinchfield R. R. Co.	309	-----do-----	28	1932 Jan. 13	Erwin, Tenn.....	-----do. <sup>3</sup> -----	Do.
C-629	Aug. 7	-----do-----	Brotherhood of Railroad Trainmen with Southern Pacific lines in Texas and Louisiana.	4, 712	Trainmen.....	42	1931 Oct. 19	Houston, Tex.....	Board action <sup>1</sup> .	Jan. 5
C-630	Aug. 24	-----do-----	-----do-----	4, 712	-----do-----	4	-----do-----	-----do-----	-----do. <sup>1</sup> -----	Jan. 8
C-634	Sept. 30	-----do-----	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Engineers; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Western Pacific R. R. Co.	1, 051	Train and engine service.	100	Oct. 5	San Francisco, Calif.	Mediation.....	1931 Oct. 12
C-635	Oct. 7	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Baltimore & Ohio R. R. Co.—New York terminals.	( <sup>6</sup> )	Clerical.....	50	1932 Mar. 1	New York, N. Y.	-----do-----	1932 Mar. 11
C-637	Oct. 14	-----do-----	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Pacific Co. (Pacific lines).	4, 712	-----do-----	240	-----	-----	Withdrawn <sup>2</sup> .	1931 Oct. 15
C-638	Oct. 26	-----do-----	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Engineers; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Georgia & Florida R. R.	465	Train and engine service.	93	1931 Nov. 16	Augusta, Ga.....	Mediation.....	Nov. 20

C-640	do.	Joint	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Denver & Rio Grande Western R. R. Co.	2,561	do.	(9)	Oct. 27	Denver, Colo.	do.	Nov. 24
C-641	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-642	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-643	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-644	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-645	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-646	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-647	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-648	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-649	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-650	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-651	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-652	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-653	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-654	do.	do.	do.	2,561	do.	(9)	do.	do.	do.	Do.
C-655	Oct. 29	do.	Midland Valley R. R. Co., with Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Locomotive Engineers.	363	Hostlers	2	1932 Mar. 1	Muskogee, Okla.	Board action <sup>1</sup>	1932 Mar. 29
C-656	Nov. 3	Employees	Brotherhood of Locomotive Engineers with Western Pacific R. R. Co.	1,051	Locomotive engineers	155	Mar. 17	San Francisco, Calif.	do. <sup>1</sup>	Apr. 4
C-657	Nov. 6	do.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texarkana Union Station Trust Co.	(9)	Clerical	29	Feb. 7	Texarkana, Ark.-Tex.	Withdrawn <sup>3</sup>	Feb. 13
C-659	Nov. 12	do.	Brotherhood of Locomotive Engineers with St. Louis-San Francisco Ry. Co.	5,267	Locomotive engineers	1,337	Mar. 14	St. Louis, Mo.	Mediation	Mar. 17
C-663	Dec. 9	Carrier	Boston & Maine R. R. with Brotherhood of Railroad Trainmen.	2,093	Trainmen	(9)	May 18	Boston, Mass.	Arbitration	May 18
C-664	Sept. 15	Employees	Brotherhood of Railroad Station Employees with Boston & Maine R. R.	2,093	Crossing tenders	4	Jan. 21	do.	Mediation	Feb. 15
C-665	Dec. 30	do.	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Tennessee R. R. Co.	65	Train and engine services.	176	Feb. 28	Oneida, Tenn.	Withdrawn <sup>3</sup>	Mar. 1
C-666	1932 Jan. 7	do.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Pacific Co. (Pacific lines).	4,712	Clerical	250	Jan. 22	San Francisco, Calif.	do. <sup>1</sup>	Apr. 2
C-667	Jan. 12	do.	Brotherhood of Locomotive Firemen and Enginemen with Louisiana, Arkansas & Texas Ry. Co.	202	Firemen, hostlers	10	Feb. 15	Shreveport, La.	Board action <sup>1</sup>	Mar. 2
C-668	do.	do.	Brotherhood of Railroad Trainmen with Louisiana, Arkansas & Texas Ry. Co.	202	Trainmen	19	do.	do.	do. <sup>1</sup>	Do.

<sup>1</sup> The board closed its file,<sup>2</sup> Withdrawn during process of investigation,<sup>3</sup> Withdrawn during process of mediation,<sup>4</sup> Unknown.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1931, to June 30, 1932 (other than grievance cases)—Contd.

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-669	1932 Jan. 14	Employees	Order of Railway Conductors with Louisiana, Arkansas & Texas Ry. Co.	202	Conductors.....	8	1932 Feb. 15	Shreveport, La....	Board action <sup>1</sup>	1932 Mar. 2
C-670	do	do	Brotherhood of Railroad Trainmen with Louisiana & Arkansas Ry. Co.	608	Trainmen.....	112	do	do	do. <sup>1</sup>	Mar. 1
C-671	do	do	Order of Railway Conductors with Louisiana & Arkansas Ry. Co.	608	Conductors.....	30	do	do	do. <sup>1</sup>	Do.
C-672	Jan. 22	Joint	Virginian Ry. Co., with Order of Railway Conductors and Brotherhood of Railroad Trainmen.	608	Train service.....	257			Withdrawn <sup>2</sup>	Feb. 5
C-673	Jan. 25	Employees	Brotherhood of Locomotive Firemen and Enginemen with Louisiana & Arkansas Ry. Co.	608	Firemen, hostlers.	60	do	do	Board action <sup>1</sup>	Mar. 1
C-674	Jan. 23	do	Railway Employees Department, American Federation of Labor (Federated Shop Crafts), with Louisiana & Arkansas Ry. Co.	608	Shopmen.....	195	do	do	do. <sup>1</sup>	Mar. 7
C-675	Jan. 25	do	Brotherhood of Locomotive Engineers with Louisiana & Arkansas Ry. Co.	608	Locomotive engineers.	50	do	do	do. <sup>1</sup>	Mar. 1
C-676	do	do	National Marine Engineers Beneficial Association with Southern Pacific lines in Texas and Louisiana.	4,712	Marine engineers.	15	Feb. 19	Houston, Tex....	do. <sup>1</sup>	Apr. 13
C-677	Jan. 27	do	Brotherhood of Locomotive Engineers with Montpelier & Wells River R. R. and Barre & Chelsea R. R.	68	Locomotive engineers.	( <sup>6</sup> )	Feb. 18	Montpelier, Vt....	Mediation.....	Feb. 23
C-678	Jan. 28	do	Order of Railway Conductors and Brotherhood of Railroad Trainmen with Bangor & Aroostook R. R. Co.	614	Train and engine service.	127			Withdrawn <sup>2</sup>	Feb. 6
C-679	do	do	National Organization of Masters, Mates, and Pilots with Southern Pacific lines in Texas and Louisiana.	4,712	Masters, mates, pilots.	15	Feb. 17	Houston, Tex....	Board action <sup>1</sup>	Apr. 13
C-680	do	do	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Copper Range R. R. Co.	108	Train and engine service.	( <sup>6</sup> )			Withdrawn <sup>2</sup>	Feb. 9
C-681	Jan. 30	do	Brotherhood of Railroad Trainmen with Columbus & Greenville Ry.	168	Trainmen.....	20			do. <sup>2</sup>	Feb. 11
C-682	do	do	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Gulf, Mobile & Northern R. R. Co. and New Orleans Great Northern R. R. Co.	997	Train and engine service.	433	Feb. 3	Mobile, Ala.....	Mediation.....	May 23

C-683	do.	do.	Order of Railroad Telegraphers with Gulf, Mobile and Northern R. R. Co., and New Orleans Great Northern R. R. Co.	997	Station, telegraph, tower.	136	do.	do.	do.	May 18
C-684	do.	do.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Gulf, Mobile & Northern R. R. Co.	733	Clerical.	112	do.	do.	do.	Do.
C-685	do.	do.	Brotherhood of Locomotive Engineers with Delaware & Hudson R. R. Corporation.	899	Locomotive engineers.	358	Feb. 4	Albany, N. Y.	Board action <sup>1</sup> .	Feb. 11
C-686	Jan. 27	do.	Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen with Montpelier & Wells River R. R. and Barre & Chelsea R. R.	68	Firemen and hostlers.	(*)	Feb. 18	Montpelier, Vt.	Mediation.	Feb. 23
C-687	Jan. 21	do.	Brotherhood of Locomotive Engineers with Louisiana, Arkansas & Texas Ry. Co.	202	Locomotive engineers.	10	Feb. 14	Shreveport, La.	Board action <sup>1</sup> .	Mar. 2
C-688	Feb. 1	do.	Order of Railway Conductors, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen with Tremont & Gulf Ry.	71	Train and engine service.	(*)			Withdrawn <sup>7</sup> .	Feb. 19
C-689	Feb. 4	do.	Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Locomotive Engineers; Brotherhood of Railroad Trainmen; Order of Railway Conductors with Fort Smith & Western Ry.	250	do.	58	Feb. 11	Fort Smith, Ark.	Mediation.	Feb. 16
C-690	do.	do.	Local Lodge No. 24, Colored Railway Trainmen, with Louisiana & Arkansas Ry. Co.	608	Colored trainmen.	(*)	Feb. 14	Shreveport, La.	Board action <sup>1</sup> .	Mar. 7
C-692	Feb. 10	do.	Railway Employees Department, American Federation of Labor (Federated Shop Crafts), with Fort Smith & Western Ry.	250	Shopmen.	73	Feb. 11	Fort Smith, Ark.	Mediation.	Feb. 16
C-694	Feb. 16	do.	Order of Railway Conductors with Delaware & Hudson R. R. Corporation.	899	Conductors.	194	Feb. 18	Albany, N. Y.	Board action <sup>1</sup> .	Feb. 24
C-695	Feb. 18	Joint.	American Train Dispatchers Association with Baltimore & Ohio R. R. Co.	6,308	Train dispatchers.	164	Apr. 12	Baltimore, Md.	Arbitration.	Apr. 13
C-697	Feb. 25	Employees.	Brotherhood of Railroad Trainmen with Boston & Maine R. R.	2,093	Trainmen.	1,100	Mar. 14	Boston, Mass.	Mediation.	May 17
CI-698	Jan. 20	do.	Brotherhood of Railroad Trainmen with Southern Pacific Co. (Pacific lines).	9,113	do.	75			Withdrawn <sup>2</sup> .	Mar. 19
C-700	Mar. 2	do.	Switchmen's Union of North America with Iowa Transfer Ry. Co.	3	Switchmen.	10	Mar. 21	Des Moines, Iowa.	Withdrawn <sup>3</sup> .	June 9
C-701	Mar. 7	do.	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen with Mississippi Central R. R. Co.	150	Train and engine service.	53	Mar. 15	Hattiesburg, Miss.	Board action <sup>1</sup> .	Mar. 21
C-706	Mar. 28	do.	Order of Railway Conductors with Alton R. R. Co.	1,052	Conductors.	123	Apr. 25	Chicago, Ill.	Mediation.	May 27
C-708	Apr. 11	do.	Order of Railroad Telegraphers with Seaboard Air Line Ry.	4,481	Station, telegraph, tower.	700	Apr. 29	Norfolk, Va.	Board action <sup>1</sup> .	June 29
C-709	do.	do.	do.	4,481	do.	700	do.	do.	do. <sup>1</sup>	May 26

<sup>1</sup> The board closed its file, <sup>2</sup> Withdrawn during process of investigation, <sup>3</sup> Withdrawn during process of mediation, <sup>4</sup> Unknown. <sup>7</sup> Withdrawn before mediation instituted.

TABLE 1.—Cases of mediation and arbitration under the railway labor act, July 1, 1931, to June 30, 1932 (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)		
CI-710	1932 Apr. 14	Employees.	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago River & Indiana R. R. Co.	240	Clerical.....	617	1932	-----	Withdrawn <sup>2</sup> ..	1932 Apr. 25
C-711	Apr. 26	-----do-----	Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen with Southern Pacific Co. (Pacific lines).	9, 113	Engine service....	125	May 2	San Francisco, Calif.	Mediation....	June 9
C-718	June 8	-----do-----	Switchmen's Union of North America with Iowa Transfer Ry. Co.	3	Switchmen.....	6	June 15	Des Moines, Iowa.	Arbitration...	June 24

<sup>2</sup> Withdrawn during process of investigation.



TABLE 2.—Arbitrations under the railway labor act, July 1, 1931, to June 30, 1932 (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-455	Baltimore & Ohio R. R. ....	Telegraphers, etc. ....	1930 Apr. 22	Mr. E. J. Manion, president, Order of Railroad Telegraphers. Mr. Edward E. Regan, general superintendent, New York, New Haven & Hartford R. R.	Employees .....	.....	.....	(1)
C-457	New York, New Haven & Hartford R. R. ....	do. ....	Feb. 21		Carrier .....	.....	.....	(2)
C-458	Boston & Maine R. R. ....	do. ....	Mar. 11	.....	.....	.....	.....	(3)
C-527	New York Central R. R. (Buffalo and East.)	Train and engine. ....	1931 Mar. 13	.....	.....	.....	.....	(4)
C-538	Baltimore & Ohio R. R. ....	Yardmen .....	Mar. 26	.....	.....	.....	.....	(5)
C-613	Maine Central R. R., Portland Terminal Co.	Clerks, etc. ....	1932 Jan. 29	Hon. Scott Wilson, judge, U. S. Circuit Court of Appeals. Mr. H. J. Chapman, vice president Brotherhood of Railway and Steamship Clerks. Mr. H. R. Withee, assistant division superintendent, Maine Central R. R.	Party arbitrators. ....	1932 Apr. 4	Portland, Me. ....	1932 Apr. 9
C-663	Boston & Maine R. R. ....	Trainmen .....	May 28	Dr. Victor S. Clark, editor, The Living Age. Mr. James Murdock, vice president, Brotherhood of Railroad Trainmen. Mr. A. H. Slader, assistant general manager Boston & Maine R. R.	Party arbitrators. ....	June 27	Boston, Mass. ....	June 30
C-695	Baltimore & Ohio R. R. ....	Train dispatchers. ....	Apr. 13	Mr. J. A. Wagner, general manager Iowa Transfer Ry. Co.	Employees .....	.....	.....	(6)
C-718	Iowa Transfer Railway Co. ....	Switchmen .....	June 24		Carrier .....	.....	.....	(7)

<sup>1</sup> Submission of this case to arbitration was reported in annual report for fiscal year 1930. However, before arbitration board was set up or hearings held the parties, on March 22, 1932, withdrew case from arbitration.

<sup>2</sup> Submission of this case to arbitration was reported in annual report for fiscal year 1930. However, before arbitration board was set up or hearings held the parties, on June 10, 1932, withdrew case from arbitration.

<sup>3</sup> Submission of this case to arbitration was reported in annual report for fiscal year 1930. However, before arbitration board was set up or hearings held the parties, on April 11, 1932, withdrew case from arbitration.

<sup>4</sup> Submission of this case to arbitration was reported in annual report for fiscal year 1931. Carrier and representatives of employees had not named their arbitrators at the end of the fiscal year June 30, 1932.

<sup>5</sup> Submission of this case to arbitration was reported in annual report for fiscal year 1931. However, before arbitration board was set up or hearings held the parties, on July 25, 1931, withdrew case from arbitration.

<sup>6</sup> Carrier and representatives of employees had not named their arbitrators at the end of the fiscal year June 30, 1932.

<sup>7</sup> Representatives of employees had not named their arbitrator at the end of the fiscal year June 30, 1932.

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, 1931, to June 30, 1932*

Case No.	Parties involved	Disposition	Date
GC-91	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Ry. Co.	Mediation . . .	1932 Apr. 21
GC-160	American Train Dispatchers Association with Chicago & North Western Ry. Co.	Board action <sup>1</sup>	1931 Nov. 16
GC-161	Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	Arbitration . . .	Dec. 3
GC-197	Order of Railway Conductors; Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	do . . .	Do.
GC-198	do . . .	Mediation . . .	Do.
GC-199	do . . .	Arbitration . . .	Do.
GC-200	do . . .	do . . .	Do.
GC-226	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, Rock Island & Pacific Ry. Co.	do . . .	July 24
GC-238	Brotherhood of Railroad Trainmen with New York, New Haven & Hartford R. R. Co.	Withdrawn <sup>2</sup>	Oct. 14
GC-348	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago, Milwaukee, St. Paul & Pacific Ry. Co.	Board action <sup>1</sup>	1932 Jan. 5
GC-350	do . . .	do. <sup>1</sup>	Do.
GC-351	do . . .	do. <sup>1</sup>	Do.
GC-370	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Boston & Maine R. R.	Arbitration . . .	Feb. 13
GC-371	do . . .	do . . .	Do.
GC-372	do . . .	do . . .	Do.
GC-373	do . . .	do . . .	Do.
GC-393	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & North Western Ry. Co.	Withdrawn <sup>2</sup>	1931 Oct. 14
GC-394	do . . .	Mediation . . .	Do.
GC-396	do . . .	Withdrawn <sup>2</sup>	Do.
GC-402	Brotherhood of Maintenance of Way Employees with Chicago & North Western Ry. Co.	do. <sup>2</sup>	1932 Apr. 8
GC-406	do . . .	Mediation . . .	Do.
GC-407	do . . .	do . . .	Do.
GC-436	Order of Railroad Telegraphers with Nashville, Chattanooga & St. Louis Ry. Co.	Board action <sup>1</sup>	1931 Nov. 17
GC-441	Brotherhood of Locomotive Firemen and Enginemen with Pennsylvania R. R. Co. (West. Reg.).	do. <sup>1</sup>	Nov. 16
GC-442	Order of Sleeping Car Conductors with Pullman Co.	Withdrawn <sup>2</sup>	1932 May 6
GC-444	Brotherhood of Locomotive Firemen and Enginemen with Maine Central R. R. Co.	Mediation . . .	1931 Aug. 10
GC-446	Order of Railway Conductors; Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	Arbitration . . .	Dec. 3
GC-447	do . . .	do . . .	Do.
GC-448	do . . .	do . . .	Do.
GC-449	do . . .	do . . .	Do.
GC-450	do . . .	do . . .	Do.
GC-457	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with Baltimore & Ohio R. R. Co.	Mediation . . .	1932 May 13
GC-459	do . . .	Withdrawn <sup>2</sup>	1931 Dec. 1
GC-460	do . . .	do. <sup>2</sup>	Do.
GC-461	do . . .	do. <sup>1</sup>	Do.
GC-463	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with Boston & Maine R. R.	Mediation . . .	Oct. 10
GC-467	do . . .	do . . .	Do.
GC-469	do . . .	Arbitration . . .	1932 Apr. 6
GC-473	Brotherhood of Railroad Signalmen of America with Baltimore & Ohio R. R. Co.	do . . .	Feb. 26
GC-474	do . . .	Mediation . . .	Do.
GC-475	do . . .	do . . .	Do.
GC-478	Order of Sleeping Car Conductors with the Pullman Co.	do . . .	June 15
GC-480	do . . .	do . . .	Do.

<sup>1</sup> The board closed its file.<sup>2</sup> 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, 1931, to June 30, 1932—Continued

Case No.	Parties involved	Disposition	Date
GC-482	Order of Sleeping Car Conductors with the Pullman Co.....	Mediation....	1932 May 5
GC-484	do.....	do.....	Do. 5
GC-485	Brotherhood of Railroad Trainmen with Erie R. R.....	do.....	Apr. 6
GC-486	do.....	do.....	Do. 6
GC-488	do.....	do.....	Do. 6
GC-489	do.....	do.....	Do. 6
GC-490	do.....	do.....	Do. 6
GC-491	do.....	do.....	Do. 6
GC-492	do.....	Withdrawn <sup>2</sup> .....	Mar. 31
GC-493	do.....	do. <sup>2</sup> .....	Apr. 6
GC-493	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Louisiana & Arkansas Ry. Co.	do. <sup>2</sup> .....	Jan. 19
GC-496	do.....	do. <sup>2</sup> .....	Apr. 5
GC-497	Brotherhood of Railroad Trainmen with Erie R. R.....	Mediation.....	Apr. 6
GC-498	do.....	do.....	Do. 6
GC-509	American Train Dispatchers Association with Great Northern Ry. Co.	Withdrawn <sup>1</sup> .....	Feb. 11
GC-526	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Louisiana & Arkansas Ry. Co.	do. <sup>2</sup> .....	Jan. 19
GC-527	do.....	do. <sup>2</sup> .....	Jan. 18
GC-528	do.....	do. <sup>2</sup> .....	Do. 18
GC-529	do.....	do. <sup>2</sup> .....	Do. 18
GC-530	do.....	do. <sup>2</sup> .....	Do. 18
GC-531	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Ry. Co.	Mediation.....	Apr. 21
GC-532	do.....	do.....	Do. 21
GC-533	do.....	do.....	Do. 21
GC-534	do.....	do.....	Do. 21
GC-535	do.....	do.....	Do. 21
GC-536	do.....	do.....	Do. 21
GC-537	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Denver & Rio Grande West- ern R. R. Co.	Arbitration....	1931 Sept. 17
GC-538	do.....	do.....	Do. 17
GC-548	Order of Railway Conductors with Louisiana and Arkansas Ry. Co..	Board action <sup>1</sup> .....	1932 Mar. 3
GC-549	do.....	do. <sup>1</sup> .....	Do. 3
GC-554	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & North Western Ry. Co.	do. <sup>1</sup> .....	1931 Dec. 2
GC-555	do.....	Withdrawn <sup>2</sup> .....	Oct. 14
GC-556	do.....	Board action <sup>1</sup> .....	Dec. 2
GC-557	do.....	do. <sup>1</sup> .....	Do. 2
GC-558	do.....	do. <sup>1</sup> .....	Do. 2
GC-559	do.....	do. <sup>1</sup> .....	Do. 2
GC-560	do.....	do. <sup>1</sup> .....	Do. 2
GC-561	do.....	Mediation.....	Oct. 14
GC-562	do.....	Arbitration.....	Do. 14
GC-563	do.....	Mediation.....	Do. 14
GC-564	do.....	Arbitration.....	Do. 14
GC-565	do.....	do.....	Do. 14
GC-566	do.....	do.....	Do. 14
GC-567	do.....	do.....	Do. 14
GC-568	do.....	do.....	Do. 14
GC-569	do.....	Mediation.....	Do. 14
GC-570	do.....	do.....	Do. 14
GC-571	do.....	Arbitration.....	Do. 14
GC-572	do.....	Withdrawn <sup>2</sup> .....	Do. 14
GC-573	do.....	Mediation.....	Do. 14
GC-574	do.....	Withdrawn <sup>2</sup> .....	Do. 14
GC-575	do.....	Arbitration.....	Do. 14
GC-576	do.....	Mediation.....	Do. 14
GC-577	do.....	Withdrawn <sup>2</sup> .....	Do. 14
GC-578	do.....	do. <sup>2</sup> .....	Do. 14
GC-579	do.....	Arbitration.....	Do. 14
GC-580	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Texas & Pacific Ry. Co.	Withdrawn <sup>2</sup> .....	1932 Jan. 11
GC-581	do.....	do. <sup>2</sup> .....	Do. 11
GC-582	do.....	do. <sup>2</sup> .....	Do. 11
GC-583	do.....	do. <sup>2</sup> .....	Do. 11
GC-584	do.....	do. <sup>2</sup> .....	Do. 11

<sup>1</sup> The board closed its file.<sup>2</sup> Withdrawn during process of mediation.

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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 1931, to June 30, 1932—Continued

Case No.	Parties involved	Disposition	Date
GC-590	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with Boston & Albany R. R. Co.	Mediation....	1931 Oct. 10
GC-591	Order of Railway Conductors; Brotherhood of Railroad Trainmen with Southern Pacific Co. (Pacific lines).	Board action <sup>1</sup>	1932 May 27
GC-592	do.	do. <sup>1</sup>	Do.
GC-593	Order of Sleeping Car Conductors with the Pullman Co.	Mediation....	May 7
GC-594	do.	Withdrawn <sup>2</sup>	May 6
GC-595	Order of Railway Conductors; Brotherhood of Railroad Trainmen with Southern Pacific Co. (Pacific lines).	Board action <sup>1</sup>	May 27
GC-622	Brotherhood of Railroad Trainmen with New York, Ontario & Western Ry. Co.	Mediation....	Apr. 26
GC-623	do.	do.	Do.
GC-624	Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen with Boston & Albany R. R. Co.	Withdrawn <sup>2</sup>	1931 Oct. 10
GC-636	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Baltimore & Ohio R. R. Co.	Mediation....	1932 Mar. 11
GC-637	do.	do.	Apr. 20
GC-638	Chesapeake & Ohio Railway Clerks' Association with Chesapeake & Ohio Ry. Co.	Withdrawn <sup>1</sup>	1931 Dec. 15
GC-639	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & North Western Ry. Co.	Board action <sup>1</sup>	Dec. 2
GC-640	do.	do. <sup>1</sup>	Do.
GC-641	do.	Withdrawn <sup>2</sup>	Oct. 14
GC-642	do.	Board action <sup>1</sup>	Dec. 2
GC-643	do.	do. <sup>1</sup>	1932 Jan. 5
GC-644	do.	Mediation....	1931 Oct. 14
GC-645	do.	Arbitration....	Do.
GC-646	do.	do.	Do.
GC-647	do.	Mediation....	Do.
GC-648	do.	Arbitration....	Do.
GC-649	Brotherhood of Railroad Trainmen with Texas & Pacific Ry. Co.	Mediation....	1932 Jan. 7
GC-650	American Train Dispatchers' Association with New York Central R. R. Co.	do.	1931 Oct. 30
GC-652	American Train Dispatchers' Association with New York Central R. R. Co. (Buffalo and East).	Withdrawn <sup>2</sup>	Dec. 31
GC-653	American Train Dispatchers' Association with Chicago & North Western Ry. Co.	Arbitration....	July 14
GC-654	do.	do.	Do.
GC-655	do.	do.	Do.
GC-656	do.	do.	Do.
GC-657	do.	Mediation....	July 2
GC-658	Order of Sleeping Car Conductors with the Pullman Co.	do.	1932 May 7
GC-659	do.	do.	Do.
GC-660	do.	do.	Apr. 21
GC-661	do.	do.	June 15
GC-662	do.	do.	May 5
GC-663	do.	do.	June 15
GC-664	do.	do.	May 7
GC-683	Chesapeake & Ohio Railway Clerks' Association with Chesapeake & Ohio Ry. Co.	do.	1931 Nov. 12
GC-684	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southeastern Express Co.	Board action <sup>1</sup>	1932 Apr. 26
GC-685	do.	Withdrawn <sup>2</sup>	1931 Dec. 15
GC-689	Shop Crafts Association with Southern Pacific Co. (Pacific lines)	do. <sup>2</sup>	1932 Jan. 26
GC-690	do.	Mediation....	Do.
GC-692	do.	Withdrawn <sup>2</sup>	Jan. 14
GC-697	do.	do. <sup>2</sup>	Feb. 9
GC-698	do.	do. <sup>2</sup>	Jan. 26
GC-699	do.	do. <sup>2</sup>	Jan. 20

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

<sup>2</sup> 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, 1931, to June 30, 1932—Continued

Case No.	Parties involved	Disposition	Date
GC-700	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Pere Marquette Ry. Co.	Arbitration...	1931 Nov. 7
GC-702	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Northern Pacific Ry. Co.	Mediation...	Dec. 14
GC-703	do.	do.	Do.
GC-705	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Northern Pacific Ry. Co.	do.	Do.
GC-706	do.	do.	Do.
GC-708	do.	do.	Do.
GC-709	do.	do.	Do.
GC-711	do.	do.	Do.
GC-712	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Chicago & North Western Ry. Co.	Arbitration...	Oct. 14
GC-713	do.	Mediation...	Do.
GC-714	do.	do.	Do.
GC-716	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with New York, New Haven & Hartford R. R. Co.	do.	1932 May 7
GC-725	Order of Sleeping Car Conductors with the Pullman Co.	do.	June 15
GC-726	do.	Withdrawn <sup>1</sup>	Apr. 18
GC-727	do.	do. <sup>2</sup>	Do.
GC-728	Brotherhood of Maintenance of Way Employees with Chicago & North Western Ry. Co.	do. <sup>3</sup>	Apr. 8
GC-729	do.	do. <sup>2</sup>	Do.
GC-730	do.	Mediation...	Do.
GC-733	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Railway Express Agency (Inc.).	Withdrawn <sup>1</sup>	1931 Sept. 20
GC-737	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Ry. Co.	Mediation...	1932 Apr. 21
GC-738	Order of Sleeping Car Conductors with the Pullman Co.	do.	May 5
GC-739	do.	do.	Do.
GC-740	do.	do.	Apr. 21
GC-741	do.	do.	May 5
GC-743	Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	Arbitration...	1931 Dec. 3
GC-744	do.	do.	Do.
GC-745	do.	do.	Do.
GC-746	do.	do.	Do.
GC-747	do.	do.	Do.
GC-750	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Terminal Railroad Association of St. Louis.	Mediation...	1932 Apr. 5
GC-751	do.	do.	Do.
GC-753	Brotherhood of Locomotive Firemen and Enginemen with St. Louis-San Francisco Ry. Co.	Withdrawn <sup>1</sup>	Feb. 5
GC-754	do.	do. <sup>2</sup>	Do.
GC-755	Nashville, Chattanooga and St. Louis Clerks' Association with Nashville, Chattanooga & St. Louis Ry. Co.	Arbitration...	1931 Jan. 19
GC-759	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Seaboard Air Line Ry. Co.	Mediation...	Dec. 2
GC-760	American Train Dispatchers' Association with Boston & Maine R. R.	Arbitration...	Dec. 3
GCI-761	Brotherhood of Railroad Station Employees with Boston & Maine R. R.	Transferred to C-664.	Dec. 16
GC-763	Brotherhood of Locomotive Engineers with Mobile & Ohio R. R. Co.	Board action <sup>1</sup>	1932 Mar. 25
GC-764	Brotherhood of Locomotive Firemen and Enginemen with Texas & Pacific Ry. Co.	do. <sup>1</sup>	Apr. 7
GC-765	do.	do. <sup>1</sup>	Do.
GC-766	do.	do. <sup>1</sup>	Do.
GC-767	do.	do. <sup>1</sup>	Do.
GC-768	do.	do. <sup>1</sup>	Do.
GC-769	do.	do. <sup>1</sup>	Do.
GC-770	Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	Arbitration...	1931 Dec. 3
GC-771	do.	do.	Do.

<sup>1</sup> The board closed its file.<sup>2</sup> Withdrawn during process of mediation.<sup>3</sup> Withdrawn before mediation instituted.

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, 1931, to June 30, 1932—Continued

Case No.	Parties involved	Disposition	Date
GC-777	Order of Railroad Telegraphers with Southern Pacific Co. (Pacific lines).	Mediation....	1932 Apr. 16
GC-778	Order of Railroad Telegraphers with Southern Pacific Co. (Pacific lines).	...do.....	Apr. 16
GC-779	do.....	...do.....	Do.
GC-782	do.....	Withdrawn <sup>1</sup> ..	Do.
GC-783	do.....	...do. <sup>2</sup> .....	Do.
GC-785	Brotherhood of Locomotive Firemen and Enginemen with Texas & Pacific Ry. Co.	Board action <sup>1</sup>	Apr. 7
GC-786	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Pacific Co. (Pacific lines).	Withdrawn <sup>2</sup> ..	Feb. 3
GC-787	do.....	...do. <sup>2</sup> .....	Do.
GC-790	Brotherhood of Locomotive Engineers with Atlantic Coast Line R. R. Co.	Mediation....	Mar. 8
GC-791	do.....	...do.....	Do.
GC-792	do.....	...do.....	Do.
GC-793	do.....	...do.....	Mar. 3
GC-796	American Train Dispatchers' Association with Erie R. R. Co.	...do.....	Apr. 9
GC-798	Switchmen's Union of North America with Michigan Central R. R. Co.	...do.....	Jan. 29
GC-799	do.....	...do.....	Do.
GC-800	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southern Ry. Co.	...do.....	Apr. 21
GC-801	do.....	...do.....	Do.
GC-802	do.....	Withdrawn <sup>1</sup> ..	Do.
GC-803	do.....	...do. <sup>2</sup> .....	Do.
GC-804	do.....	Mediation....	Do.
GC-814	do.....	Withdrawn <sup>1</sup> ..	Do.
GC-820	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Atlanta Joint Terminals.	Board action <sup>1</sup>	Apr. 18
GC-827	Order of Sleeping Car Conductors with the Pullman Co.	Withdrawn <sup>2</sup> ..	June 15
GC-828	do.....	Mediation....	Do.
GC-829	do.....	...do.....	Do.
GC-830	do.....	Withdrawn <sup>1</sup> ..	Apr. 18
GC-831	Order of Railway Conductors; Brotherhood of Railroad Trainmen with Baltimore & Ohio R. R. Co.	Arbitration...	Apr. 19
GC-832	do.....	...do.....	Do.
GC-857	Order of Sleeping Car Conductors with the Pullman Co.	Mediation....	Apr. 21
GC-858	do.....	Withdrawn <sup>2</sup> ..	Apr. 18
GC-859	do.....	...do. <sup>2</sup> .....	Do.
GC-860	do.....	...do. <sup>2</sup> .....	Do.
GC-861	do.....	Mediation....	Apr. 21
GC-862	do.....	...do.....	May 5
GC-863	do.....	...do.....	June 15
GC-864	do.....	...do.....	Do.
GC-865	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees with Southeastern Express Co.	Withdrawn <sup>2</sup> ..	Apr. 26
GC-868	do.....	Board action <sup>1</sup>	June 16
GC-907	do.....	...do. <sup>1</sup> .....	Do.

<sup>1</sup> The board closed its file.<sup>2</sup> Withdrawn during process of mediation.

TABLE 4.—Arbitrations under the railway labor act, July 1, 1931, to June 30, 1932 (grievance cases)

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators		Hearing by arbitration board		Date of award
	Carrier	Employees		Name and occupation	Chosen by—	Date of first hearing	Place	
GC-161 et al. <sup>1</sup>	Baltimore & Ohio R. R. Co.....	Conductors and trainmen.	1931 Dec. 3	Mr. J. A. Phillips, vice president Order of Railway Conductors.	Employees.....			(1)
			1932 Apr. 19	Mr. S. T. Donald, General Chairman Brotherhood of Railway Trainmen.	do.....			
GC-172 et al. <sup>2</sup>	Railway Express Agency (Inc.)	Clerks, etc.....	1931 June 16	Mr. Sumner H. Slichter, professor Harvard School of Business.	Party arbitrators.	1931 Nov. 13	New York City, N. Y.	1932 Jan. 25
				Hon. Walter P. Stacey, Chief Justice of Supreme Court, Raleigh, N. C.	Board of Mediation.			
				Mr. Robert Morgan, vice president Brotherhood of Railway and Steamship Clerks.	Employees.....			
				Mr. H. J. Chapman, vice president Brotherhood of Railway and Steamship Clerks.	do.....			
				Mr. L. O. Head, vice president Railway Express Agency (Inc.)	Carrier.....			
				Mr. C. L. Chase, general manager Railway Express Agency (Inc.)	do.....			
GC-226	Chicago, Rock Island & Pacific Ry. Co.	do.....	July 24	Mr. W. E. Peterson, general chairman Brotherhood of Railway and Steamship Clerks.	Employees.....			(3)
				Mr. F. H. Frey, supervisor of wage agreements, Chicago, Rock Island & Pacific.	Carrier.....			
GC-301 et al. <sup>4</sup>	Baltimore & Ohio R. R. Co.....	do.....	1930 Aug. 5	Hon. Charles Kerr, attorney, Washington, D. C.	Board of Mediation.	1931 Oct. 27	Baltimore, Md.	Jan. 8
				Mr. H. J. Chapman, vice president Brotherhood of Railway and Steamship Clerks.	Employees.....			
				Mr. F. B. Blaser, assistant to vice president Baltimore & Ohio R. R.	Carrier.....			

<sup>1</sup> The original arbitration agreement included grievance cases 161, 197, 199, 200, 446, 447, 448, 449, 450, 743, 744, 745, 746, 747, 770, and 771. Supplemental arbitration agreement included grievance cases 831 and 832. Carrier had not named its arbitrators at the end of the fiscal year June 30, 1932.

<sup>2</sup> 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.

<sup>3</sup> Third arbitrator had not been appointed at the end of the fiscal year June 30, 1932. Parties making further effort to adjust this case without the necessity of proceeding with arbitration. Only 1 employee and no money involved.

<sup>4</sup> This arbitration agreement included grievance cases 301 to 329, inclusive, and GC-335.

TABLE 4.—Arbitrations under the railway labor act, July 1, 1931, to June 30, 1932 (grievance cases)—Continued

Case No.	Parties to arbitration		Date of arbitration agreement	Arbitrators		Hearing by arbitration board		Date of award
	Carrier	Employees		Name and occupation	Chosen by—	Date of first hearing	Place	
GC-370 GC-371 GC-372	Boston & Maine R. R. ....	Clerks, etc. ....	1932 Feb. 13	Hon. Charles Kerr, attorney, Washington, D. C. Mr. Benjamin Thomas, special assistant to general manager Boston & Maine. Mr. H. D. Ulrich, general chairman, Brotherhood of Railway and Steamship Clerks.	Board of Mediation. Carrier..... Employees.....	1932 May 5	Boston, Mass. ....	1932 May 13
GC-373								
GC-388	Central of Georgia Ry. Co. ....	Train and engine service.	1931 Mar. 26	Mr. Arthur M. Millard, president Masonic Bureau of Service and Equipment. Mr. G. W. Laughlin, assistant grand chief engineer, Brotherhood of Locomotive Engineers. Mr. C. E. Weaver, chief engineer, Central of Georgia Ry.	Board of Mediation. Employees..... Carrier.....	1931 Nov. 9	Savannah, Ga. ....	1931 Nov. 13
GC-469	Boston & Maine R. R. ....	Engineers and firemen.	1932 Apr. 6	Mr. John W. Haigis, Greenfield, Mass. .... Mr. W. A. Paddock, assistant grand chief engineer, Brotherhood of Locomotive Engineers. Mr. A. H. Slader, assistant general manager, Boston & Maine R. R.	Party arbitrators. Employees..... Carrier.....	1932 June 15	Boston, Mass. ....	1932 June 23
GC-473	Baltimore & Ohio R. R. ....	Signalmen.....	Feb. 26	Mr. D. C. Cone, vice president Brotherhood Railroad Signalmen of America.	Employees.....			( <sup>1</sup> )
GC-537 GC-538	Denver & Rio Grande Western R. R. Co.	Clerks, etc. ....	1931 Sept. 17	Hon. Julian H. Moore, justice, Supreme Court, State of Colorado. Mr. R. K. Bradford, superintendent of transportation, Denver & Rio Grande Western R. R. Mr. George W. Eastty, vice president Brotherhood of Railway and Steamship Clerks. Mr. Hugh McTigue, vice president brotherhood of Railway and Steamship Clerks. Mr. H. C. A. Wehnke, general chairman Brotherhood of Railway and Steamship Clerks.	Party arbitrators. Carrier..... Employees..... do..... do.....	Feb. 16	Denver, Colo. ....	Feb. 20
GC-562 et al. <sup>6</sup>	Chicago & North Western Ry. ....	do.....	Oct. 14	Mr. Wm. Walliser, vice president Chicago & North Western Ry. Mr. B. A. McManus, auditor of disbursements, Chicago & North Western Ry.	Carrier..... do.....			( <sup>6</sup> )



CG-653	do.....	Train dispatchers.	July 14	Judge Henry Horner, county probate court, Chicago, Ill.	Party arbitrators.	1931 Sept. 9	Chicago, Ill.....	1931 Sept. 22
GC-654				Judge Paul Samuell, Jacksonville, Ill.	do.....			
GC-655				Mr. Wm. Walliser, vice president Chicago & North Western Ry.	Carrier.....			
GC-656				Mr. B. E. Terpnig, general superintendent, Chicago & North Western Ry.	do.....			
				Mr. J. G. Luhrsens, president American Train Dispatchers Association.	Employees.....			
				Mr. O. H. Braese, vice president American Train Dispatchers Association.	do.....			
GC-700	Pere Marquette Ry. Co.....	Clerks, etc.....	Nov. 7	Col. Walter C. Clephane, attorney, of Washington, D. C.	Board of Mediation.	1932 June 6	Detroit, Mich....	1932 June 15
				Mr. Hugh McTigue, vice president Brotherhood of Railway and Steamship Clerks.	Employees.....			
				Mr. J. T. Gallagher, manager station service, Pere Marquette.	Carrier.....			
GC-755	Nashville, Chattanooga & St. Louis Ry.	do.....	1932 Jan. 19	Mr. Ed. T. Seay, attorney, Nashville, Chattanooga & St. Louis Ry.	do.....			(?)
GC-760	Boston & Maine R. R.....	Train dispatchers.	1931 Dec. 3					(?)

<sup>5</sup> Carrier had not named its arbitrator at the end of the fiscal year June 30, 1932.

<sup>6</sup> This arbitration agreement included grievance cases 562, 564 to 568, inclusive, 571, 575, 579, 645, 646, 648, and 712. Party arbitrators had not reported the result of their efforts to agree upon the fifth and sixth arbitrators at the end of the fiscal year June 30, 1932.

<sup>7</sup> Representatives of employees had not named their arbitrator at the end of the fiscal year June 30, 1932.

<sup>8</sup> Carrier and representatives of employees had not named their arbitrators at the end of the fiscal year, June 30, 1932.

TABLE 5.—Settlements by organizations July 1, 1931, to June 30, 1932

	Settled by—				With- drawn		Closed by board action		Retired		Total		Grand total
	Media- tion		Arbitra- tion										
	C	GC	C	GC	C	GC	C	GC	C	GC	C	GC	
Bridge and Building Mechanics, Association of.....							1				1		
Clerks, Freight Handlers, Express and Station Employees, Brotherhood of.....	2	35	1	21	13	27			2	17	18	100	118
Clerks Association, Chesapeake & Ohio Railway.....		1				1						2	2
Clerks Association, Nashville, Chattanooga & St. Louis Railway.....				1								1	1
Conductors, Order of Railway.....	2								4	2	6	2	8
Conductors, Order of Railway; Trainmen, Brotherhood of Railroad.....	1	1		10	2				1	3	4	14	18
Conductors, Order of Railway; Engineers, Brotherhood of Locomotive.....					1						1		1
Conductors, Order of Railway; Trainmen, Brotherhood of Railroad; Firemen and Enginemen, Brotherhood of Locomotive.....					1						1		1
Conductors, Order of Sleeping Car.....		24				9						33	33
Cooks-Waiters Industrial Association.....					1						1		1
Dispatchers Association, American Train.....	1	3	1	5	1	2			3	1	6	11	17
Engineers, Brotherhood of Locomotive.....	4	5			2				5	1	11	6	17
Engineers, Brotherhood of Locomotive; Firemen and Enginemen, Brotherhood of Locomotive.....	1	3		1		4			1		2	8	10
Engineers, Brotherhood of Locomotive; Firemen and Enginemen, Brotherhood of Locomotive; and Trainmen, Brotherhood of Railroad.....					1						1		1
Firemen and Enginemen, Brotherhood of Locomotive.....		2			1	2			3	8	4	12	16
Firemen and Enginemen, Brotherhood of Locomotive; Trainmen, Brotherhood of Railroad.....	1				1				2		4		4
Firemen and Enginemen, Brotherhood of Locomotive; and Switchmen's Union of North America.....									1		1		1
Firemen and Enginemen, Brotherhood of Locomotive; Engineers, Brotherhood of Locomotive; Conductors, Order of Railway; and Trainmen, Brotherhood of Railroad.....	21				2				3		26		26
Maintenance-of-Way Employees, Brotherhood of.....	2	3			11	3			3		16	6	22
Marine Engineers, National Beneficial Association.....									1		1		1
Masters, Mates, and Pilots, National Organization of.....					4				1		5		5
Porters, Brakemen, and Switchmen.....									1		1		1
Porters, Train, of Missouri Pacific Railroad.....					1						1		1
Shop Crafts, Railway Employees Department, American Federation of Labor.....	1								3		4		4
Shop Crafts, Association of Southern Pacific Railroad.....		1			1	5					1	6	7
Signalmen, Brotherhood of Railroad of America.....		2		1								3	3
Station Employees, Brotherhood of Railroad.....	1						1				1	1	2
Switchmens Union of North America.....		2	1		2		1		1		5	2	7
Teamsters, Chauffeurs, Stablemen, and Helpers of America, International Brotherhood of.....					1						1		1
Telegraphers, Order of Railroad.....	3	3			18	2	2		6	1	29	6	35
Trainmen, Brotherhood of Railroad.....	5	9	1	8	5	4	1		4		16	21	37
Trainmen, Colored Railway.....									2		2		2
Total.....	45	94	4	47	69	59	5	1	47	33	170	234	404

SUMMARY OF ARBITRATIONS FOR FISCAL YEAR ENDED JUNE 30, 1932  
(OTHER THAN GRIEVANCES)MAINE CENTRAL RAILROAD CO., PORTLAND TERMINAL CO., AND BROTHERHOOD  
OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYEES

(Arbitration hearings begun April 4, 1932)

## PARTIES INVOLVED

*Employees.*—Approximately 630 clerical and other employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.*Carriers.*—Two. (Maine Central Railroad Co. and Portland Terminal Co.)

## AWARD

*Dated.*—April 9, 1932.*Effective date.*—April 9, 1932.*Life of.*—Not specified in award. However, the agreement to arbitrate provides that the award shall become effective from the date of the award and shall continue in force for the period of one year from that date 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 Maine.*Digest.*—A majority decision of the board of arbitration, composed of three members, disposed of the questions as follows:

"With reference to the proposed changes in rule 5 (a) and (b) of the agreement as set forth in Exhibit A, the board decides that the following be substituted for rule 5 and from and after April 9, 1932, rule 5 of the agreement shall read as follows:

*"Seniority districts**"Maine Central*

"Rule 5. (a) Seniority districts are confined to the station at which, and in the general office to the office in which, the position is located.

"At Waterville, Bangor, and other points, seniority district is understood to include the positions of all departments.

*"Stenographers, typists, and mechanical device operators.*—Seniority districts are confined to the general offices and in the office in which the position is located.*"Call boys and messengers.*—The seniority rights of call boys and messengers are confined to the district in which employed.*"Portland Terminal*

Engineering and motive-power department..... 1 seniority district.

Transportation department:

Yard forces.....	Do.
Ticket office, including accounting department connected therewith.....	Do.
All other positions.....	Do.
Telephone switchboard operators.....	Do.

"Employees whose positions are abolished, or who by reason of such abolishment are displaced, shall exercise their seniority rights to any position held by a junior employee in the seniority district.

"Employees finally displaced by the foregoing paragraph may exercise their seniority rights to any position held by a junior employee on any roster in the Portland Terminal, except the Portland Union Station ticket office.

"Employees exercising their seniority rights over junior employees on other rosters shall accumulate seniority on each roster.

"In the event a position is bulletined in the employee's original seniority district, such employee shall bid for such position and failing to bid and accept such position shall forfeit their seniority rights for bidding purposes on their original seniority roster.

*"Call boys and messengers.—a.* The seniority rights of call boys and messengers are confined to the district in which employed.

*"b.* Call boys and messengers will, if they possess fitness and ability, have preference over nonemployees in filling vacancies in clerical positions in the seniority district where employed.

"With reference to the proposed changes in rule 21 of the agreement as set forth in Exhibit A the board decides that the following be substituted for rule 21, and from and after April 9, 1932, rule 21 shall read as follows:

"Rule 21. Add paragraph E.

"Positions (outside of the general offices) which heretofore have come under the provisions of paragraph (C) of this rule shall be rerated on the following basis:

"Take rate in effect as of July 6, 1927, and add thereto the group increase applied to that rate at that time, which will establish the present rate for the positions subject to the provisions of paragraph (B).

"For positions that have been established since July 6, 1927, establish the base rate by taking the rate of similar positions in the seniority district and apply the above formula.

"Present rate of pay shall remain in effect until April 9, 1933, when future rates will be subject to adjustment between the parties."

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

## BOSTON & MAINE RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN

(Arbitration hearings begun June 27, 1932)

### PARTIES INVOLVED

*Employees.*—Approximately 40 trainmen represented by the Brotherhood of Railroad Trainmen.

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

### AWARD

*Dated.*—June 30, 1932.

*Effective date.*—June 30, 1932.

*Life of.*—Not specified in award. However, the agreement to arbitrate provides that the award shall become effective upon the date handed down and shall continue in force for the period of one year from the effective date 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 District of Massachusetts.

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

"The specified arbitrary allowances now in effect for trainmen handling papers on trains prior to departure of train shall be continued.

"The time of trainmen on road trip shall commence 30 minutes before schedule departure time of train, and double payments shall not otherwise be recognized.

"Example: Trainmen come on duty train 51, week-day train, to load papers and are paid one hour arbitrary for such service. Road time and overtime if any (before crew goes off duty) shall commence 30 minutes before the schedule departure time of train.

"Example: Train 65 leaves Boston at 1.30 a. m., Sundays. Some of men report to handle newspapers at 9.30 p. m. Saturday and are released at Troy at 9 a. m. Sunday. They are now paid a special allowance of four hours for handling newspapers and 191 miles and two hours for road trip.<sup>c</sup> Under this award the four hours' special allowance is continued, but the road trip time starts at 1 a. m., so that the payment would be four hours' special allowance and 191 miles for road trip.

## SUMMARY OF ARBITRATIONS FOR FISCAL YEAR ENDED JUNE 30 1932 (GRIEVANCES)

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

(Arbitration hearings begun November 13, 1931)

### PARTIES INVOLVED

*Employees.*—Approximately 125 express messengers 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 25, 1932.

*Effective date.*—January 25, 1932.

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

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

*Digest.*—The arbitration board, composed of six members, disposed of the questions involved, as follows:

*Question.* Claim of William Atwood, Decatur, Ill., that rule 53 of the agreement was violated when the starting time of his position was fixed at 1 a. m.

*Decision.* Although some decisions of the Railroad Labor Board appear to support the employees' interpretation, others support the carrier's. It is the opinion of a majority of the board that the claim of the employees should be denied.

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

*Question.* Claim of messengers on the Portland-Tillamook and The Dalles-Bend routes that under rule 70 they should have their day of rest, not exceeding seven days apart.

*Decision.* In this case the claim of the employees is sustained.

*Question.* Claim that rule 46 of the agreement was violated when combination platform man-messenger, Portland-Hiram route, was assigned to intermittent service at Portland (Me.) office.

*Decision.* The claim of the employees that rule 46 was violated in this case is sustained.

*Question.* Claim that rules 57, 10, and 52 were violated when the starting time of the position bid in by J. B. Barthels was changed to a different starting time on Saturdays.

*Decision.* The board being equally divided in opinion, the case is not decided.

*Question.* Claim of employees that the carrier was in violation of rules 61 and 64 in reassigning days of rest for employees at the New Haven and Pennsylvania Express terminals, New York City.

*Decision.* It is recommended that a joint survey be made at New Haven and Pennsylvania terminals to definitely determine this question.

*Question.* Claim of Chauffeur J. T. Charles, Springfield, Ill., office, that rule 53 of the agreement was violated when the starting time of his position was fixed at 4.15 a. m.

*Decision.* It appearing that the employees in question did not work in one of three consecutive shifts, the claim of the employees is denied.

*Question.* Claim of employees that position of chief clerk, on hand department, Milwaukee, Wis., be bulletined under the provisions of rules 1, 10, and 91 of the agreement.

*Decision.* In this case the claim of the employees is denied.

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

*Question.* Claim of messengers on San Antonio-Houston-Victoria route that under the provisions of rule 82 the salaries fixed for the positions should have been \$177.20 per month.

*Decision.* In this case the claim of the employees is denied.

Question. Claim of J. A. Schmitt, a furloughed employee at Pittsburgh Agency for time and one-half for work done on Sundays in accordance with the provisions of rule 61.

Decision. The facts of this case bring it within the controlling principle of GC-598, and the claim of the employees is accordingly sustained for one day—Sunday, December 22, 1929.

Question. Claim of unjust dismissal of Trucker Vincenzo Di Agostino, at Washington, D. C., and request for his reinstatement with seniority rights unimpaired and pay for time lost less any amount earned in other employment.

Decision. In this case the claim of the employees is denied.

Question. Claim of the employees that the carrier was in violation of rules 1, 3, 4, 10, 46, 79, 80, 82, 91, and terminating clause of the agreement between the parties in contracting the work of Chauffeur E. C. Lee at Colorado, Tex., and that he is entitled to the established monthly rate of pay of \$102.64.

Decision. The facts in this case, as in GC-680, show that the volume of business was far less than enough to warrant a full-time position and maintaining equipment thereof. Accordingly, the claim of the employees in the present case is denied.

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

Question. Request of employees for reinstatement of R. W. Thomas to the service of the carrier and compensated for full salary loss less any amount earned in other employment.

Decision. The board is not of the opinion that Thomas should be returned to the position of money clerk; but in view of his length of service and the modification of the original request of the Brotherhood of Railway Clerks, which now suggests that he be permitted to return to the service in some other capacity, the board believes it is proper to place Thomas under the provisions of rule 8 with seniority rights unimpaired, and so directs, with the further provision that Thomas is disqualified for a position involving the handling of money and valuables, such as that of money clerk or cashier. The claim for compensation is denied.

Question. Claim of employees that M. J. Mullen is entitled under rule 61 of the agreement to pay at time and one-half rate for work performed on Sunday, August 10, 1930.

Decision. It appearing that the employee in question worked seven consecutive days without a day of rest, the claim of the employees is sustained.

Question. Claim of violation of rules 2, 10, 45, 63, 79, 80, 82, 91, and terminating clause of agreement regarding 6-day employment at Chicago suburban offices, Deering and Ravenswood.

Decision. In this case the claim of the employees is denied.

Question. Claim of violation of rules 2, 10, 45, 63, 79, 80, 82, 91, and terminating clause of agreement regarding 6-day employment, Chicago, Ill., platform forces, Western Avenue office.

Decision. In this case the claim of the employees is sustained.

Question. Claim of violation of rules 2, 10, 45, 63, 79, 80, 82, 91, and terminating clause of agreement regarding 6-day employment, Chicago, Ill., scrippers, freight router, and collector, Stockyards office.

Decision. In this case the claim of the employees is sustained.

Question. Claim of H. M. Burke, Butte, Mont., against the substitution of a job as depot clerk for that of inspector, effective August 4, 1930, with a reduction of \$19.42 per month in salary, which employees claim is in violation of rule 91 of the agreement.

Decision. In this case the claim of the employees is denied.

Question. Claim of Edgar Guay, Butte, Mont., who was displaced August 4, 1930, for difference in rate of pay \$21.60 per month, under rule 91 of the agreement.

Decision. In this case the claim of the employees is sustained, not upon the theory that a terminal agent is prohibited in all cases from taking over the duties of a depot agent, but upon the ground that in the instant case the duties of the terminal agent practically disappeared and, though retaining his original title, he, in fact, became the depot agent at the Milwaukee station in Butte, Mont.

Question. Claim of employees, under Article I, rule 1, that positions in the assistant treasurer's office, Chicago, Ill., should be bulletined in accordance with rule 10 of the agreement.

Decision. In this case the claim of the employees is denied.

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

**Question.** Claim violation of rules 1, 3, 4, 10, 46, 79, 80, 82, 91, and terminating clause of the agreement in contracting vehicle service at Missouri Valley, Iowa, formerly performed by S. L. Hansen.

**Decision.** Without undertaking to plot the line beyond which the action of the carrier in contracting out work of this nature could not and would not be upheld, in view of the fact that the volume of business at this particular place was far less than enough to warrant a full-time position and maintaining equipment therefor, the claim of the employees under the facts of this case is denied.

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

**Question.** Claim of employees that the action of the Railway Express Agency (Inc.), in transferring the work of handling express from its employees, represented by the party of the second part, to employees directly under the authority of the railway company and not represented by the party of the second part in the cases designated by the above Board of Mediation case numbers, was in violation of the rules of the agreement (specified below) between the parties hereto.

1. In cases where messengers' positions have been abolished and the work of said positions has been turned over to the employees of a railway, the employees request that such work be restored to the express employees affected with compensation for salary loss, less any amount earned in other employment. Claim is made under rules 1, 2, 3, 4, 5, 10, 63, 79, 80, 82, and 91.

2. In cases where new service has been instituted and turned over to employees of a railway the employees request such service be considered a new position and that it be bulletined and assigned to an employee of the Railway Express Agency (Inc.), under rules 1, 2, 3, 4, 5, 10, 63, 79, 80, 82, and 91 of the agreement between the parties.

**Action of arbitration board.**—**Question.** Whether train service positions may be removed from under the agreement between Railway Express Agency (Inc.), and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

**Statement.** In cases where the express work is now being performed by a conductor, brakeman, motorman, or flagman, the board concludes, based on the evidence submitted, that the express work had decreased to such an extent that there was no longer necessity for a messenger-baggage-man's position.

**Decision.** The claim of the employees is denied.

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

**Statement.** In those cases where the express work has been turned over to railroad baggagemen the preponderance of evidence submitted to this board indicates a substantial volume of express work remains on these runs.

**Decision.** It is the decision of the board that the express agency violated the spirit and intent of its agreement and was not justified in abolishing these messenger positions where express work still exists in substantial volume, and that such positions shall be reestablished either as exclusive messenger positions or as joint messenger-baggage-men positions under the control of the express agency. Claim for compensation for salary lost is denied.

**NOTE.**—The arbitrators chosen by the carrier dissented from that part of the majority award pertaining to reestablishment of the positions.

#### BALTIMORE & OHIO RAILROAD CO., AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Arbitration hearings begun October 27, 1931)

##### PARTIES INVOLVED

**Employees.**—Approximately 75 clerical and other employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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

##### AWARD

**Dated.**—January 8, 1932.

**Effective date.**—Awards do not specifically state. However, on one question the award provides that credit should be given to the employees from August 15, 1928, and on other questions the award authorizes payments to cover adjustments in rates for each Sunday worked since Willard Transfer and Locust Point Transfer, Baltimore, were placed on a Sunday assignment.

**Life of.**—Not specified in award or agreement to arbitrate.

*Where filed.*—Office of clerk, United States District Court for District of Maryland.

*Digest.*—The arbitration board, composed of three members, disposed of the questions involved as follows:

*Question.* Complaint in regard to proposed reorganization in the office of the car service department, Baltimore, Md., as a result of survey made by joint fact-finding committee established in connection with settlement of wage question effective November 1, 1925.

*Award.* " \* \* \* credit should be given to the employees from August 15, 1928, to date, at the rate of \$11.51 per day, and distributed among them in accordance with the original memorandum of agreement."

*Question.* Restoration of P. H. Jenkins to position of delivery clerk, freight station, Fairmont, W. Va., and pay for wage loss sustained by him.

*Award.* "The act of demotion was disciplinary. More than three years have elapsed. It is the decision of the board, under all the circumstances surrounding the case, that Jenkins should be restored to his former position, without remuneration for any loss of wages."

*Question.* Reinstatement of John Fischer, tallyman, Pittsburgh, Pa., and that he be reimbursed for all monetary loss sustained by him.

*Award.* "The request of the committee in this case is denied. The board, however, in consideration of all circumstances recommend that the management give favorable consideration to restoring Fischer to seniority roster and permit him to bid on new positions or vacancies."

*Question.* Complaint against placing employees at Willard Transfer on a Sunday assignment with one day rest during the week, that they be restored to a 6-day assignment with Sunday rest day, and that during the time they have been worked on Sunday and laid off a day during the week they will be paid one prorata day for each day laid off during the week and the difference of pro rata rate and punitive rate for each Sunday worked.

*Award.* "The board decides that the position of the employees for pay for time and one-half for work performed on Sundays is sustained and shall be paid the difference between the pro rata and punitive rates for each Sunday worked. Request for pay on the assigned day of rest under rule 6 is denied unless service was rendered on that day."

*Question.* Complaint against placing employees at Locust Point Transfer, Baltimore, on a Sunday assignment with one day rest during the week, that they be restored to a 6-day assignment with Sunday rest day, and that during time they have been worked on Sunday and laid off during the week they will be paid one pro rata day for each day laid off during the week and the difference of pro rata rate and punitive rate for each Sunday worked.

*Award.* "The board decides that the position of the employees for pay for time and one-half for work performed on Sundays is sustained and shall be paid the difference between the pro rata and punitive rate for each Sunday worked. Request for pay on the assigned day of rest under rule 6 was denied unless service was rendered on that day."

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

*Question.* Complaint in connection with Gilbert L. Mills being denied the right of representation at hearing held by the police department at Parkersburg, W. Va.

*Award.* "The board decides that in this particular case Mills should have been allowed to have a representative of his own choice present at the police inquiry."

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

(Arbitration hearings begun May 5, 1932)

##### PARTIES INVOLVED

*Employees.*—Approximately 25 freight handlers, baggagemen, and other employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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

##### AWARD

*Dated.*—May 13, 1932.

*Effective date.*—Not specified in awards except that on one question the effective date is fixed as June 1, 1932, and on another question July 15, 1932.



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

*Where filed.*—Office of clerk, United States District Court for the District of Massachusetts.

*Digest.*—The arbitration board, composed of three members, disposed of the questions involved as follows:

*Question.* Claim of employees that rule 56 of their agreement has been violated by carrier in the assignment of certain freight-house employees at Boston terminal to commence work between 12 o'clock midnight and 5 a. m.

*Award.* "The case, considered merely as an interpretation and application of the rule on the facts developed, constrains us to hold that the management has technically, at least, violated the terms of the excepted portion of the rule.

"For reasons discussed in the separate memorandum of the chairman, this award shall become effective July 15, 1932."

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

*Question.* Claim of the employees that rule 48 of their agreement has been violated in the assignment of janitors and baggagemen at Concord (N. H.) passenger station.

*Award.* "Under the facts involved in the foregoing submission, GC-371, we, the undersigned, hold that the management is not authorized, under rule 48, to require any of the baggagemen at Concord to work intermittently.

"Any question as to the janitor service is no longer involved, as only one janitor is now employed.

"This finding shall become effective on and after June 1, 1932."

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

*Question.* Claim of employees that the change in rate of position held by A. W. Zentgraf at Mechanicsville, N. Y., is in violation of rule 66 of their agreement.

*Award.* "We hold, under the facts developed in this hearing, that rule 66 has not been violated by the management with respect to the employee Zentgraf."

*Question.* Dispute relative to uniforms for baggage checkers at North Station, Boston, Mass.

*Award.* "We hold that the testimony submitted is not sufficient to support the relief sought, and it must, therefore, be denied."

CENTRAL OF GEORGIA RAILWAY CO. AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, BROTHERHOOD OF RAILROAD TRAINMEN, AND ORDER OF RAILWAY CONDUCTORS

(Arbitration hearings begun November 9, 1931)

#### PARTIES INVOLVED

*Employees.*—Approximately 1,184 engineers, firemen, conductors, and trainmen, represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Engineemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

*Carrier.*—One. (Central of Georgia Railway Co.)

#### AWARD

*Dated.*—November 13, 1931.

*Effective date.*—November 13, 1931, except for those employees regularly assigned to service and actually employed in the service between Columbus, Ga., and Fort Benning, Ga., who shall be paid in accordance with the award from and including April 9, 1929, up to the effective date of the award.

*Life of.*—The provisions of award shall continue in force for a period of one year from the effective date thereof and thereafter be subject to 30 days' notice by either party to the other.

*Where filed.*—Office of clerk, United States district court for the district in which Savannah, Ga., is located.

*Digest.*—The arbitration board, composed of three members, rendered a majority award disposing of the question involved as follows:

"(a) Sustain the contention of the brotherhoods that the service maintained by the carrier between Columbus, Ga., and Fort Benning, Ga., does not constitute

a switching service as defined by paragraph B of article 41 of the existing agreement between the carrier and the brotherhoods, and does hereby award—

"(b) The employees coming under this agreement to arbitrate, and who are assigned to service between Columbus, Ga., and Fort Benning, Ga., shall be restored to road service at the governing rates for such service, and yardmen shall not be used in road service when road crews are available, except in case of emergency. Where yard crews are used in road service between Columbus, Ga., and Fort Benning, Ga., under conditions referred to, they shall be paid at the rate of miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

"The board of arbitration does further award—

"(c) The employees coming under this agreement to arbitrate and who, commencing with April 9, 1929, or thereafter were regularly assigned to service and actually employed in service between Columbus, Ga., and Fort Benning, Ga., shall be paid in accordance with the requirements of paragraph B, article 41, of the existing agreements between the carrier and the brotherhoods, from and including April 9, 1929, up to the effective date of the award.

"(d) The provisions of this award shall become effective on the date of the award, except for those employees regularly assigned to service and actually employed in service between Columbus, Ga., and Fort Benning, Ga., and who shall be paid as noted in section C of the award, and shall continue in force for a period of one year from the effective date thereof and thereafter be subject to 30 days' notice by either party to the other."

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

#### CHICAGO & NORTH WESTERN RAILWAY CO. AND AMERICAN TRAIN DISPATCHERS ASSOCIATION

(Arbitration hearings begun September 9, 1931)

##### PARTIES INVOLVED

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

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

##### AWARD

*Dated.*—September 22, 1931.

*Effective date.*—Not specified in award.

*Life of.*—Not specified in award.

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

*Digest.*—The arbitration board, composed of six members, rendered majority awards disposing of the questions involved, as follows:

As to question "Shall Mr. O. E. Berry be granted vacation of 12 working days with pay at the rate of \$10.12 per day?" it is the award of the board of arbitration so found by a majority vote of said board that—

"Mr. O. E. Berry shall be granted vacation of 12 working days for the year beginning May 6, 1929, and ending May 5, 1930, with pay at the rate of \$10.12 per day."

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

As to question "(a) Shall the weekly relief service on the northern Iowa division be performed by a regularly assigned relief dispatcher? (b) If the foregoing question is answered in the affirmative, shall the senior eligible train dispatcher desiring such work be compensated for any monetary loss since November 1, 1930, account such position not being in effect?" it is the award of the board of arbitration, so found by a majority vote of said Board, that—

"The Chicago & North Western Railway Co. shall not be required to have the weekly relief service on the northern Iowa division performed by a regularly assigned relief dispatcher, and therefore the senior eligible train dispatcher who desires such work shall not be compensated for any monetary loss since November 1, 1930."

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

As to question "What is the proper compensation to be paid Mr. J. M. Dugan, employed as a regularly assigned relief train dispatcher, when on vacation begin-

ning June 20, 1930?" it is the award of the board of arbitration, so found by a majority vote of said board, that—

"The proper compensation to be paid Mr. J. M. Dugan, as a regularly assigned relief train dispatcher, when on vacation beginning June 20, 1930, is the sum of \$65.98 per week."

NOTE.—The arbitrators chosen by carriers dissented from the majority award.

As to question "Shall Mr. E. C. Horning be granted two additional days' vacation with pay at the rate of \$10.12" it is the award of the board of arbitration, as found by a majority vote of said board, that—

"Mr. E. C. Horning shall be granted two additional days' vacation with pay at the rate of \$10.12 per day for the year ending January 23, 1930."

NOTE.—The arbitrators chosen by carriers dissented from the majority award.

**DENVER & RIO GRANDE WESTERN RAILROAD CO. AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

(Arbitration hearings begun February 16, 1932)

**PARTIES INVOLVED**

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

*Carrier.*—One. (Denver & Rio Grande Western Railroad Co.)

**AWARD**

*Dated.*—February 20, 1932.

*Effective date.*—March 1, 1932.

*Life of.*—Not specified in award. However, the agreement to arbitrate provides that the award shall become effective with the beginning of the first pay-roll period following the date on which the award is filed, and shall remain in effect thereafter subject to the provisions of the agreement between the parties.

*Where filed.*—Office of clerk, United States District Court for the District of Colorado.

*Digest.*—The arbitration board, composed of three members, rendered a unanimous award, in which they decided as follows:

Question 1. (a) Were the seniority and promotion rules of the agreement between the parties hereto violated in failure to award the position of day ticket clerk at Grand Junction, Colo., bulletined July 17, 1930, to H. C. Frahm?

Award. No.

Question 1. (b) Shall Mr. Frahm be assigned to said position with compensation for difference in rate of said position and rate of position or positions since occupied by him?

Award. No.

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

(Arbitration hearings begun June 15, 1932)

**PARTIES INVOLVED**

*Employees.*—One engineer and one fireman represented by the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Engineers.

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

**AWARD**

*Dated.*—June 23, 1932.

*Effective date.*—June 23, 1932.

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

*Where filed.*—Office of clerk, United States District Court for the District of Massachusetts.

*Digest.*—The arbitration board, composed of three members, rendered a majority award and decided as follows:

*Question.* Claim of Engineer G. H. Locke and Fireman C. T. Maddix, Portland division, for the difference between passenger and freight rates on account of being required to go to engine house at Lynn and prepare an engine, take it to the station for train 2203.

*Decision.* "That the declaration of the Train Service Board of Adjustment (Eastern), November 13, 1929, to the effect there was no rule providing compensation for service of this character was sound and this board is not warranted in changing payments as made; therefore, the claim of employees is denied.

"The board recommends that when the agreements are again open for changes in rules that further consideration be given this condition, if this or similar runs or jobs exist."

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

**PERE MARQUETTE RAILWAY CO. AND BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

(Arbitration hearings begun June 6, 1932)

**PARTIES INVOLVED**

*Employees.*—Approximately 70 freight handlers, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Carrier.*—One. (Pere Marquette Railway Co.)

**AWARD**

*Dated.*—June 15, 1932.

*Effective date.*—February 8, 1931.

*Life of.*—Not specified in award. However, the agreement to arbitrate provides that the award shall become effective on the date fixed by the arbitrators in said award and shall continue in force until the rule in question is changed in accordance with the provisions of the clerks' agreement.

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

*Digest.*—The arbitration board, composed of three members, rendered a majority award, and decided as follows:

*Question.* "Do the provisions of rule 38, clerks current agreement, permit the Pere Marquette Railway Co. to pay straight time rates for Sunday work to employees covered by the clerks' agreement engaged in the movement of freight from boats of the Pere Marquette Line steamers to the cars of the Pere Marquette Railway, and vice versa, at Ludington, Mich., when assigned one regular day, other than Sunday, off duty each week?"

*Award.* "The question propounded to us we answer in the negative and award payment at the rate of time and a half for Sunday work embraced within the question.

"We further award that the provisions hereof shall become effective from and including the 8th day of February, 1931."

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

**REPORT OF EMERGENCY BOARD APPOINTED MARCH 10, 1932, UNDER SECTION 10 OF THE RAILWAY LABOR ACT**

**IN RE THE LOUISIANA & ARKANSAS RAILWAY CO., THE LOUISIANA, ARKANSAS & TEXAS RAILWAY CO., COMMON CARRIERS ENGAGED IN INTERSTATE COMMERCE, AND CERTAIN OF THEIR EMPLOYEES REPRESENTED BY BROTHERHOOD OF LOCOMOTIVE ENGINEERS; BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN; ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN; RAILWAY EMPLOYEES' DEPARTMENT, AMERICAN FEDERATION OF LABOR, FEDERATED SHOP CRAFTS; LOCAL LODGE No. 24, COLORED RAILWAY TRAINMEN**

Be it remembered that on March 10, 1932, the President of the United States, His Excellency Herbert Hoover, pursuant to authority vested in him by an act of Congress, approved May 20, 1926, known as the railway labor act, by proclamation duly issued and appointments lawfully made, created an emergency board composed of Davis R. Dewey, Julian H. Moore, and Walter P. Stacy, to investi-

gate and report its findings concerning a dispute, or questions in difference, existing between the Louisiana & Arkansas Railway Co., the Louisiana, Arkansas & Texas Railway Co., and certain of their employees, represented by the organizations as above indicated, which said board met in the Washington-Youree Hotel, Shreveport, La., March 15, 1932, with all members present, designated Walter P. Stacy its chairman, appointed Frank M. Williams secretary and reporter, opened its public hearings that day in the Pelican Room of said hotel and was there in session from March 15 to March 29, both inclusive.

The two interested carriers, the Louisiana & Arkansas Railway Co. and the Louisiana, Arkansas & Texas Railway Co., were represented by A. L. Burford, C. P. Couch, and R. F. White.

The organizations appearing for the employees were represented as follows: Brotherhood of Locomotive Engineers by E. H. Kruse, R. E. Owens, and J. W. Quinn; Brotherhood of Locomotive Firemen and Enginemen by C. H. Smith, C. R. Nugent, and W. Hicks; Order of Railway Conductors by J. M. Larisey and C. P. Myers; Brotherhood of Railroad Trainmen by C. H. Smith and Fred Burks; Railway Employees' Department, American Federation of Labor, Federated Shop Crafts, by J. F. McCreery and O. H. Dye; Local Lodge No. 24, Colored Railway Trainmen, by H. O. Gair, F. C. Caldwell, Tom Kennon, and R. F. Walker; Association of Train Porters, Brakemen, and Switchmen, by Franklin Jones and Willis Snyder.

Witnesses were heard, exhibits presented, and arguments made in the open sessions. The board then took the matters under advisement and herewith reports the facts found by it touching the several disputes, or questions in difference.

The Interstate Commerce Commission, on February 23, 1929, (Finance Docket 7076, 150 I. C. 477), authorized the Louisiana & Arkansas Railway Co., a Delaware corporation, to acquire, under the conditions provided therein, the properties of the old Louisiana & Arkansas Railway Co., a corporation organized under the laws of Arkansas and Louisiana, and the Louisiana Railway & Navigation Co., a Louisiana corporation. At the time of this consolidation, according to said decision, the old L. & A. owned and operated a line of railroad extending from Hope, Ark., to Tioga, La., a distance of 188.9 miles, from Packton to Wildsville Junction, La., a distance of 53.32 miles, and from Minden to Shreveport, La., a distance of 27.15 miles. It operated from Wildsville Junction to Concordia Junction, La., a distance of 14.7 miles, under lease from the Missouri Pacific, and under trackage rights from the same company 5.64 miles between Tioga and Alexandria, La., and from the Texas & Pacific Railway Co. 1.6 miles between the same points. It likewise operated under trackage rights from the St. Louis Southwestern Railway Co. 2.01 miles near Shreveport and from the Missouri Pacific 8.92 miles between Concordia Junction and Vidalia, La.

The L. R. & N. owned and operated a line between Shreveport and New Orleans, La., a distance of 303.41 miles, and between Aloha and Winnfield, La., a distance of 27.14 miles. It operated under trackage rights from the St. Louis Southwestern Railway Co. 0.55 mile between Shreveport and Bossier City, La., and 0.11 mile between Shreveport and a connection of the Yazoo & Mississippi Valley Railroad Co.; from the Kansas City, Shreveport & Gulf Terminal Co. 0.92 mile from Shreveport to the Union Depot, same city; from the Shreveport Bridge & Terminal Co. 0.35 mile from Shreveport to Bossier City; and from the Yazoo & Mississippi Valley Railroad Co. 2.31 miles from Almedia to Hanson City, La.

The Louisiana, Arkansas & Texas Railway Co., a Texas corporation, owns and operates a line of railroad extending from Shreveport to McKinney, Tex.

Pursuant to agreement of the interested parties, a syndicate was formed and authorized to take over the old L. & A. and L. R. & N. and to operate them as the new L. & A., and also to acquire stock ownership of and operate the L. A. & T. The physical properties of the L. A. & T. were not acquired by the new L. & A. However, the operation of the L. & A. and L. A. & T. is under the control of the same group.

The total mileage of the L. & A. is 608; of the L. A. & T., 202; total for the two lines, 810.

Approximately, the total number of employees on the two lines is 2,050; of these about one-third is involved in this dispute.

The operating revenue for 1930 on the L. & A. was \$6,980,607; for 1931, \$5,852,321. The net operating income on the L. & A. for 1930 was \$1,264,387; for 1931, \$1,460,968. The carrier estimates that its operating revenue for 1932 on the L. & A. will not exceed \$4,445,000.

The operating revenue for 1930 on the L. A. & T. was \$913,927; for 1931, \$717,441. The net operating deficit for 1930 was \$185,703; for 1931, \$84,608.

On account of the depressed financial condition of the railroads throughout the country including those operating in the vicinity of these roads caused by the economic conditions existing generally throughout the country, railroad officials were confronted with the urgent necessity of curtailing expenditures. In January of this year conferences were held in Chicago between the representatives of a large majority of all the railroads operating in the United States, including those in the immediate vicinity and representatives of employee organizations. The participants agreed that:

"Ten per cent (10%) shall be deducted from each pay check of each of said employees covered by this agreement for a period of one year, beginning February 1, 1932; that basic rates shall remain as at present; that this arrangement shall terminate automatically January 31, 1933."

Under this agreement, after February 1, 1933, the participating carriers have the burden of initiating further adjustments in rates of pay of participating employees. It should be noted that the two railroads here involved did not take part in the Chicago conference and were not parties to the agreement there consummated.

In the controversies over wage reductions, evidence covering a wide range of complaints was presented. These may be classified under the following headings:

I. Colored Railway Trainmen, L. & A. seniority district.

II. Federated Shopcraft, L. & A.

III. Engineers, Firemen and Enginemen, Conductors and Trainmen, L. & A. and L. A. & T.

IV. Colored Train Porters, Brakemen and Switchmen, L. R. & N. seniority district.

V. Discipline Cases, L. & A.

For the sake of clearness these complaints will be separated and considered in the foregoing order.

I. Colored Brakemen, L. & A. seniority district.

Effective October 15, 1930, a written agreement was entered into between this company and a committee ostensibly representing its colored brakemen, whereby the rates of pay established under a contract effective September 1, 1921, were reduced to the then existing basis of rates paid to colored brakemen on the L. R. & N. seniority district. This amounted to a substantial reduction in wages. It is alleged that said agreement was executed by the committee on behalf of the brakemen without authority, and that the same was not a binding contract because of this lack of authority, and for the further reason that the method of revision of rates, or changes in the contract provided by the original agreement and the railway labor act, were not observed by the carrier. The controversy thus existing between the carrier and its colored brakemen, the latter represented by Local Lodge No. 24, Colored Railway Trainmen, was the subject of investigation by a member of the United States Board of Mediation in 1931, but without successful adjustment.

Thereafter on January 4, 1932, under the terms of the agreement effective October 15, 1930, and the railway labor act, notice was given by the carrier "that effective February 5, 1932, this company cancels and abrogates said contract and agreement, including rates of pay. Effective February 5, 1932, the company will make a reduction of 10 per cent in the present rates of pay."

Unsuccessful efforts at mediation followed, arbitration was refused by the carrier, and on March 3, 1932, a strike ballot was spread which resulted in 48 out of 59 colored brakemen voting to go out on strike unless a satisfactory adjustment could be obtained. The 10 per cent reduction was put into effect as of March 1, 1932.

The carrier contends that it has no contract with the organization which seeks to represent these colored employees, and that said employees are content with their present arrangements and conditions.

It will be observed that the notice given by the carrier January 4, 1932, is to the effect "that, effective February 5, 1932, this company cancels and abrogates" the contract and agreement of October 15, 1930, and makes a reduction of 10 per cent in the present rates of pay, thus leaving the employees affected thereby, as we understand it, without any contract with the carrier governing rates of pay, rules, and working conditions. This runs counter to section 2 of the railway labor act which provides:

"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."

## II. L. & A. Shopcraft Employees.

This controversy involves a reduction of wages and revision of working rules of shopcraft employees made on February 9, 1931, and an additional 10 per cent reduction in wages as of March 1, 1932.

On September 15, 1930, the carrier proposed a reduction in the basic wage of 5 cents per hour for all shopcraft employees except helper apprentices, who were to be reduced 3 cents per hour, and certain revisions of its rules. The employees objected and requested the services of the Board of Mediation. Mediation having failed, the employees sought and the carrier rejected arbitration. Thereafter and on February 9, 1931, the proposed reduction in wages and revision of schedule of rules, together with additional modifications thereof, were placed in effect. A strike ballot was spread and the employees involved vested their officers with authority to call a strike. This action was sanctioned by proper representatives of the international organization. Further efforts of the Board of Mediation to settle the controversy having failed, an emergency board was appointed April 16, 1931, by the President to investigate this dispute. Hearings were had and a report made which contained this recommendation: "If the opportunity is offered further to mediate or arbitrate the controversy it [the carrier] should accept it; and if not presented it should seek it."

The carrier did not comply therewith, and the employees, although protesting the reduction in wages and changes in rules, continued to work and accept pay thereunder. They claim that their reason for not going out on strike was to comply with the request of the President of the United States made November 21, 1929, urging the railroads not to reduce wages and their employees not to strike during the depression. This condition continued until December 26, 1931, when the carrier announced that it would place in effect on January 26, 1932, an additional reduction of the wages of the shopcraft employees ranging from 8 to 11 per cent approximately, asserting that "the long-continued decline in its traffic and the great decrease in its revenue" necessitated this action. The employees opposed this proposed reduction, and again invoked the services of the Board of Mediation. Mediation failed and the request to submit to arbitration was accepted by the employees and rejected by the carrier. Shortly thereafter the carrier posted a notice that, "The rates of pay as posted in our notice of December 26, 1931, will become effective at 7 a. m. March 4, 1932." A strike ballot was authorized, spread and the employees voted to strike. Thereafter this emergency board was appointed to investigate and report upon this and other controversies herein mentioned.

The shopcraft employees have at all times expressed their willingness to abide by the terms of the Chicago agreement, provided the basic rate of pay existing prior to February 9, 1931, be restored. The carrier has consistently declined to accept this proposal or any adjustment based upon the terms of the Chicago agreement. If the rates of pay made effective by the carrier on March 4, 1932, are maintained, the shopcraft employees, of this carrier will receive approximately from 2 per cent to 11 per cent less than shopcraft employees of the roads represented at the Chicago conference, some of which operate in the immediate vicinity of the L. & A.

It is clear that an arbitrable controversy was presented over the wage reduction and revision of rules made effective February 9, 1931, and that an arbitrable question is here presented.

It would appear that the carrier should adjust this whole controversy or submit it to arbitration.

## III. Engineers, Firemen and Enginemen, Conductors, and Trainmen of the L. & A. and the L. A. & T.

On December 21, 1931, the several general chairmen of the organizations named above were notified by the respective officials of the L. & A. and the L. A. & T. that a reduction of 15 per cent in rates of pay would go into effect January 23, 1932. One exception, however, was made in these general orders, applying to the reduction of the wage rate of flagmen on the seniority district of the L. R. & N., a part of the L. & A. As this reduction was made on a basis different from that applying to the other groups, it will be considered separately. The controversy therefore which is first considered relates to all employees named above except flagmen on a portion of the L. & A. line.

The employees protested against the reduction and invoked the services of the Board of Mediation and during the latter half of February, covering a period of approximately two weeks, a mediator attempted to settle the dispute. Being unsuccessful, the mediator invited the respective parties to submit the dispute

to arbitration. The employees of the several organizations on each of the roads expressed their willingness to arbitrate, while the two carriers declined.

On March 1, 1932, the general committees of the organizations were convened in Shreveport, with the result that a strike ballot was authorized and put out on March 3. On March 4, the carrier notified the employees that "On further consideration, it had decided to change the reduction from 15 to 10 per cent." The result of the ballot authorized the Grand Lodge officers and general chairmen to settle the dispute "in whatever manner that to them seems proper." The vote of the employees was overwhelmingly in favor of this authorization. The significance of this authorization is that a strike may follow, all other methods of settling the dispute having been exhausted.

In view of the fact that the change in the rate of reduction was made at least one day after the ballot was put out, the question has been raised as to whether the employees voted under any misapprehension of the final attitude of the carrier. On this point there is no conclusive evidence, but we are under the impression that the result of the ballot would not have been materially changed if the proposed reduction of 10 per cent had been voted on instead of the 15 per cent. Other issues were involved in the strike ballot besides the reduction in the rates of pay.

The issues in this particular controversy are briefly two: First, the method of computing the reduction of wages; and second, the excessive reduction of wages of employees on the L. A. & T. due to a recent previous reduction in wages of employees on this road.

First will be considered the objections of the employees as to the method of putting the reduction of wages into effect. On this point the employees objected to changes in basic rates of pay and contended that the change should be in the form of a deduction from the pay roll (applied to each employee) to continue until February 1, 1933, at which date the deductions should cease. In this contention they rested on the agreement made by railroads at Chicago, January 31, 1932. The terms of this agreement as far as deductions in rates is concerned are stated in the earlier part of this report and do not require repetition.

The two carriers involved in this particular dispute, however, were not parties to the Chicago agreement and disclaimed any intention of becoming such parties. Each maintained its right to act independently and asserted that conditions on its road were such that it could not afford to act in concert with roads, many of which were in a stronger financial position than the carrier in dispute.

In asserting their right to act independently of the roads entering into the Chicago agreement, we believe the roads stood within their rights. There is no provision in the railway labor act which compels all the roads of the United States to act as a unit. On the other hand, the local employees belong to organizations which are affiliated with national organizations where membership extends to practically all of the roads of the country. The policy of these national organizations is to establish and maintain uniform rules. As the national organizations of employees were parties to the Chicago agreement, their officers assert that the principles governing the Chicago agreement should apply to all roads and that it is the duty of said officers to assist all local organizations which are affiliated with them to maintain such rules. In the opinion of the board no exception can be taken to this effort by the national organizations.

Under the Chicago agreement the railroads assenting to such agreement can not make a further deduction in wages prior to February 1, 1933, and will be obliged to take the initiative to continue the deduction thereafter if they so desire. Under the notification of the carriers in the dispute now under consideration, the employees have no assurance that further reductions may not be made under the carriers' contracts, subject, of course, to the usual 30 days' notice. Furthermore, the employees contend if wages are restored on February 1 on other roads in accordance with the Chicago agreement, they should not be forced to take the initiative, involving both time and expense, in securing the restoration of wages which employees on other roads will enjoy.

While the board recognizes the force of these contentions, it does not believe, if this particular grievance were the only one at issue, that it would necessarily be an insurmountable barrier to an adjustment of the dispute.

The grievance of the employees on the L. A. & T. was similar to that just discussed, but was reinforced by the fact that these employees had already been subjected to a reduction of 15 per cent in rates of pay, which went into effect August 24, 1931. At that time mediation was entered into, and upon its failure a suit was brought to enjoin the carrier from putting into effect its proposed reduction. The suit was finally withdrawn, and the reduction went into effect. During the pendency of this suit certain changes in the rules were agreed upon



which the employees now contend resulted in savings to the carrier and losses to them.

Evidence through a letter jointly signed by the chairmen of the local organizations under date of December 17, 1931, was presented by the carrier to show that notwithstanding this reduction and the dispute which had thus arisen, the employees finally accepted the 15 per cent decrease in a spirit of harmony and were willing to cooperate with the management in further efforts to maintain the road. Four days later, December 21, notice was served by the carrier that a further reduction of 15 per cent would be made effective January 21, 1932. A protest against this second decrease was made. The employees of this carrier invoked mediation and practically the same steps of procedure were followed as previously described. The letters of the official of the two carriers, declining arbitration, slightly differ as to basis for declination. In reply, the official of the L. & A. presents the following reasons: "Our company is not earning its operating expenses and fixed charges, and there is no immediate prospect of an increase in its revenues. Reductions have been made and proposed in the salaries and wages of every other employee of this company." Reference was made to the loss of traffic due to pipe lines and motor vehicles, and also to the nation-wide depression in business.

The reply of the same official acting for the L. A. & T. emphasizes more strongly the financial plight of that road: "Except for a few months, long prior to the acquisition of this property by the present owners, this company has never earned its operating expenses. This deficit has increased from time to time and has now become almost unbearable. Abandonment proceedings have been considered, but we have decided to make some further determined efforts to keep the property in operation." It was also pointed out that reductions in salaries and wages of officers and employees in other classes had been made which were practically greater than those imposed in this case.

Previous to August 24, 1931, the employees in the classes under consideration received the standard rates of pay common to all railway employees in similar classes of work in their section of the country. The application of a 10 per cent reduction to a previous 15 per cent reduction is equivalent to a total reduction of 23.5 per cent below the standard rates.

From the foregoing statements it will be observed that the wages of the employees of the L. A. & T. were reduced much more than were the wages of similar classes on the L. & A. The reasons for this action are noted in the letter of the carrier, above quoted, declining arbitration. The board has the greatest sympathy with carriers who are faced with the responsibility of maintaining properties operating at a loss. Evidence, however, presented in this case, acquiesced in by the carriers in the Chicago agreement, does not support the contention that wages should be unduly depressed in order to maintain a road. In the Chicago agreement no exception was made to the uniform deduction of 10 per cent, and according to such information as the board could gather, a considerable number of the carriers assenting to the agreement were operating under a deficit.

The board does not believe that the wages of the employees of this road should be out of line with customary wages in similar lines of employment and suggests that at least the second reduction on the L. A. & T. should be withdrawn.

Reference has been made above to the reduction of wages of the flagmen employed on the L. R. & N. seniority district of the L. & A. The wages of this class were reduced at the time of the general notification from \$5.62 to \$3.84 per day. This is equivalent to nearly 32 per cent. The number in this class is small, approximately 10, and they are all white. The only reason given by the carrier for this special reduction was the fact that the colored brakemen who worked in the same crews received but \$3.30 per day, and that in the interest of fairness to the colored brakemen the wages of the white flagmen doing work of a somewhat similar nature should not greatly differ. In this connection it is to be noted that there are no white brakemen or flagmen on the other division of the L. & A. line. On the other hand, we were informed that white flagmen on other lines operating in this territory still received the standard wage of \$5.62 per day, subject to the 10 per cent cut. A 10 per cent reduction would place the wage at \$5.06 per day, and the board sees no valid reason why this rate should not be adopted.

IV. Colored Train Porters, Brakemen, and Switchmen, L. R. & N. seniority district.

It was brought to our attention that the colored train porters, brakemen, and switchmen on the L. R. & N. seniority district had some grievance with the carrier, which caused them to participate in the strike vote of March 3, 1932, but as this was not included in the President's proclamation the alleged contro-

versy is regarded as only collateral to the principal questions involved in the disputes which caused the appointment of the present emergency board.

Perhaps it should be stated that the carrier offered in evidence an agreement with these employees effective January 1, 1932, covering their rates of pay, which tends to show a voluntary settlement of their differences.

#### V. Discipline Cases.

First. Request for reinstatement of Conductor S. H. McCloskey, with pay for time lost.

Conductor S. H. McCloskey was in charge of a train leaving Shreveport 9.40 p. m., November 25, 1929. After using the Cotton Belt-L. & A. junction switch it is alleged that the same was left open, in violation of the following rule:

"Switches must be left in proper position after having been used. Conductors are responsible for the position of the switches used by them and their trainmen, except where switchtenders are stationed. A switch must not be left open for following trains, unless in charge of a trainman of such train."

That the switch was left open is not denied, but McCloskey was under the impression a switch engine was following him out and that the yardmaster had asked the switch be left open for this engine. He was relieved from the service December 17, 1929. His case was incorporated in the strike ballot.

In the investigation it developed that the Cotton Belt had placed a bar against McCloskey operating trains over its tracks. It is alleged that Superintendent N. Johnson agreed to reinstate McCloskey if and when the Cotton Belt could be induced to withdraw its objection. This is denied by Superintendent Johnson. The Cotton Belt was later induced to remove its bar.

The case in its final analysis comes down to the aforesaid alleged agreement on the part of the superintendent to reinstate McCloskey in case the Cotton Belt would remove its bar against him.

Even if the alleged agreement were made, which is not conceded, it may be doubted whether the violation of such an agreement, being only the promise of the superintendent, would entitle Conductor McCloskey under the rules to reinstatement with pay for time lost.

Second. Request for reinstatement of Conductor H. P. Le Blanc with pay for time lost.

On May 16, 1930, Conductor H. P. Le Blanc was in charge of passenger train No. 3, running from Alexandria to New Orleans. Soon after leaving the station of Mansura one of the carrier's train auditors, N. A. Bentley, presented his credentials and requested Le Blanc to turn over his train collections for auditing. This Le Blanc declined to do. On May 19 he was given a hearing by Superintendent N. Johnson, and on May 24 he was dismissed from the service of the carrier for failure to honor Auditor Bentley's credentials and for refusing to permit an audit of his train collections. The facts are not in dispute. The case was incorporated in the strike ballot.

Le Blanc says that he questioned Bentley's credentials, because he was not satisfied with their genuineness, and that, under the rules, he was not required to submit to an audit between terminals. He also contends that the hearing given him was not accordant with the rules.

The principal point of merit in the case turns on whether Le Blanc was reasonably justified in doubting the genuineness of Bentley's credentials. The rules relative to a hearing seem to have been substantially followed, and we find no prohibition in the agreement against auditing between terminals.

Ordinarily individual matters of discipline, such as presented by the Le Blanc and McCloskey cases, can more satisfactorily be worked out by the management and the employees, or their representatives, than by outsiders, such as an emergency board. Boards of arbitration, made up in part of party arbitrators, are more advantageously circumstanced to deal with such matters. No new or general principle is involved in either the Le Blanc case or the McCloskey case.

We may add that after the hearings were closed, an earnest effort was made by the board to bring about an accommodation between the parties, which proved fruitless. All were courteous but firm in their convictions. So far as dollars and cents are concerned, both sides were willing to concede almost to the meeting point, but each reached a position where it felt it could not yield further without sacrifice of principle.

Respectfully submitted.

W. P. STACY, *Chairman.*  
JULIAN H. MOORE, *Member.*  
DAVIS R. DEWEY, *Member.*

SHREVEPORT, LA., March 29, 1932.

## 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 purposes of this act, shall be designated by the respective parties in such manner as may be provided in their corporate organization or unincorporated association, or by other means of collective action,

without interference, influence, or coercion exercised by either party over the self-organization or designation of representatives by the other.

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

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

#### BOARDS OF ADJUSTMENT—GRIEVANCES—INTERPRETATION OF AGREEMENTS

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

The agreement—

- (a) Shall be in writing;
- (b) Shall state the group or groups of employees covered by such adjustment board;
- (c) Shall provide that disputes between an employee or group of employees and a carrier, growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, that the dispute shall be referred to the designated adjustment board by the parties, or by either party, with a full statement of the facts and all supporting data bearing upon the dispute;
- (d) Shall provide that the parties may be heard either in person, by counsel, or by other representative, as they may respectively elect, and that adjustment boards shall hear and, if possible, decide promptly all disputes referred to them as provided in paragraph (c). Adjustment boards shall give due notice of all hearings to the employee or employees and the carrier or carriers involved in the dispute;
- (e) Shall stipulate that decisions of adjustment boards shall be final and binding on both parties to the dispute; and it shall be the duty of both to abide by such decisions;
- (f) Shall state the number of representatives of the employees and the number of representatives of the carrier or carriers on the adjustment board, which number of representatives, respectively, shall be equal;
- (g) Shall provide for the method of selecting members and filling vacancies;
- (h) Shall provide for the portion of expenses to be assumed by the respective parties;
- (i) Shall stipulate that a majority of the adjustment board members shall be competent to make an award, unless otherwise mutually agreed;
- (j) Shall stipulate that adjustment boards shall meet regularly at such times and places as designated; and
- (k) Shall provide for the method of advising the employees and carrier or carriers of the decisions of the board.

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

#### BOARD OF MEDIATION

SEC. 4. First. There is hereby established, as an independent agency in the executive branch of the Government, a board to be known as the Board of Mediation and to be composed of five members appointed by the President, by and with the advice and consent of the Senate. The terms of office of the members first taking office shall expire, as designated by the President at the time

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

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

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

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

#### FUNCTIONS OF BOARD OF MEDIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Shall be in writing;

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### EMERGENCY BOARD

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

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

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

#### GENERAL PROVISIONS

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

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

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

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

(b) Section 2 of the act entitled "an act to amend the Judicial Code, and to further define the jurisdiction of the circuit court of appeals and of the Supreme

Court, and for other purposes," approved February 13, 1925, is amended to read as follows:

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

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

Approved, May 20, 1926.

NOTE.—The railway labor act provides for salaries of board members in the amount of \$12,000 each per annum. The above amount was reduced to \$10,000 by legislative appropriation bill, Part II, Title I, section 107 (a) (2)—Public, No. 212, 72d Congress, approved June 30, 1932, 11.30 a. m.



