First

ANNUAL REPORT OF THE

NATIONAL MEDIATION BOARD

INCLUDING

THE REPORT OF THE NATIONAL RAILROAD ADJUSTMENT BOARD

For the Fiscal Year Ended JUNE 30, 1935

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NATIONAL MEDIATION BOARD

WILLIAM M. LEISERSON, *Chairman* (term expires Feb. 1, 1937).
JAMES W. CARMALT (term expires Feb. 1, 1936).
JOHN M. CARMODY (term expires Feb. 1, 1938).

GEORGE A. COOK, *Secretary*.

CONTENTS

APPENDIXES

LETTER OF TRANSMITTAL

NATIONAL MEDIATION BOARD,
OFFICE OF THE CHAIRMAN,
Washington, D. C., November 1, 1935.

To the Senate and House of Representatives of the United States of America in Congress assembled:

Pursuant to the provisions of section 4, second, of Public, No. 442, approved June 21, 1934, I have the honor to submit the first annual report of the National Mediation Board for the fiscal year ended June 30, 1935, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first, (v), of the same act.

WM. M. LEISERSON, *Chairman.*

FIRST ANNUAL REPORT OF THE
NATIONAL MEDIATION BOARD

I. THE AMENDED RAILWAY LABOR ACT

1. INTRODUCTORY

This is the first annual report of the National Mediation Board created by amendments to the Railway Labor Act of 1926 approved June 21, 1934.[1] The Board is successor to the United States Board of Mediation, established by the act of 1926, which went out of existence on July 21, 1934, when the three members of the National Mediation Board were appointed. The amendments of 1934 also created a National Railroad Adjustment Board, with headquarters in Chicago; and, in accordance with section 3, first (v), of the act, the annual reports of the four divisions of that board are included in this report.

The amended Railway Labor Act is the culmination of 45 years of experience with legislation to govern the relations of employers and employees on the railroads and to promote peace and order in those relations as a means of preventing interruptions to interstate commerce. In this period of almost half a century Congress developed, step by step, a comprehensive policy for dealing with labor relations on the railroads, so that the present law is the most advanced form of Government regulation of labor relations that we have in this country. It imposes positive duties on carriers and employees alike, defines rights and makes provision for their protection, prescribes methods of settling various types of disputes, and sets up agencies for adjusting all manner of differences.

Whereas the early legislation for the railroads, like most of the recent efforts to deal with labor disputes in other industries, made no attempt to differentiate labor controversies but treated them as if they were all of a kind, the amended Railway Labor Act clearly distinguishes various kinds of disputes, provides different methods and principles for settling the different kinds, and sets up separate agencies for handling the various types of labor disputes. These principles and methods, built up through years of experimentation, provide a model labor policy, based on equal rights and equitable relations.

2. FOUNDATION PRINCIPLES OF THE ACT

Three basic principles are laid down in the act as a foundation for sound labor relations on the railroads:

1. *Written agreements.*—The relations are to be governed not by the arbitrary will or whim of the management or the men, but by written rules and regulations mutually agreed upon and equally binding on both. A positive duty is imposed on all carriers and their employees "to exert every reasonable effort to make and maintain

[1] Public, No. 442, 73d Cong..

agreements concerning rates of pay, rules, and working conditions." And every carrier is required to file with the National Mediation Board a copy of every such contract with its employees, as well as any change that is made in an existing contract.

2. *Conference and conciliation* is to be the primary method of arriving at terms and conditions of employment, and both management and workers are required to confer and to conciliate their differences. "All disputes (says the act) shall be considered, and, if possible, decided, with all expedition, in conference between representatives designated so to confer, respectively by the carrier or carriers and by the employees thereof interested in the dispute" * * * "Carriers and representatives of employees shall give at least thirty days written notice of an intended change (in existing agreements), and the time and place for the beginning of conference between representatives of the parties shall be agreed upon within ten days * * *." And, in case of a dispute arising out of grievances or out of the interpretation or application of agreements, "it shall be the duty of the designated representatives (of the carriers and of the employees), within ten days after receipt of notice of a desire to confer in respect to such dispute, to specify a time and place at which such conference shall be held * * *."

3. *Collective bargaining through labor organizations.*—The agreements referred to above are collective bargaining agreements covering the whole of a craft or class of employees. They are made through the instrumentality of a labor organization which must have the support of at least a majority of the employees covered and become part of the contract of employment between the carrier and each employee. "Employees shall have the right to organize and to bargain collectively through representatives of their own choosing. The majority of any craft or class of employees shall have the right to determine who shall be the representative of the class or craft for the purposes of this act." The term "representative" is defined to mean a labor union, organization, or corporation, as well as a person, and it is provided that "representatives of employees * * * need not be persons in the employ of the carrier * * *." One of the purposes of the act is stated to be: "to provide for the complete independence of carriers and of employees in the matter of self-organization * * *."

3. RIGHTS AND PROHIBITIONS

These principles would be mere verbiage and incapable of effective, practical operation if the act did not endow the parties with definite legal rights and impose corresponding duties on them. Thus for about a hundred years wage earners in this country have had what has been called a "right" to organize. But because no corresponding duty was imposed on employers to refrain from trespassing on that right, and they were free to refuse to deal with organized employees and to destroy labor organizations by any means at their command, the so-called right of the employees was meaningless except as they could enforce it by strikes and other means of industrial warfare.

Therefore, to make the rights real and to avoid the necessity of strikes to enforce legal rights, the act provides that "representatives, for the purposes of this act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither

party shall in any way interfere with, influence, or coerce the other in its choice of representatives * * *." "And no carrier shall * * * seek in any manner to prevent the designation by its employees as their representatives of those who or which are not employees of the carrier."

Management must necessarily have authority to hire, discharge, and discipline employees, but because this authority has been abused to interfere with the rights of employees, Congress enjoins that "no carrier, its officers, or agents shall deny or in any way question the right of its employees to join, organize, or assist in organizing a labor organization of their choice, and it shall be unlawful for any carrier to interfere in any way with the organization of its employees." Contracts or agreements promising to join or not to join the labor organization are made illegal, carriers may not use their funds to maintain any organization of employees, or to pay representatives of employees; and deduction of dues from wages for the use of any employees' organization is prohibited.

It took many years of trial and error with various railway labor laws to learn the lesson that as there could be no property rights in any real sense if people had to depend on their own strength to enforce them, so there can be no right to organize if it is to be enforced only by economic power. The amended Railway Labor Act makes such violations of the right to organize a misdemeanor, punishable by fine or imprisonment or both; and interference, influence, or coercion by one party with the choice of representatives by the other is similarly punishable. It is made the duty of district attorneys of the United States to institute proper proceedings and to prosecute, under the direction of the Attorney General, on application of duly designated representatives of employees, but without cost to the employees.

4. DUTIES AND RESPONSIBILITIES

In addition to these rights and prohibitions, the act imposes certain duties and responsibilities on the carriers and their employees, and on the representatives of both. The duty to exert every effort to make and maintain agreements, and to hold conferences for the purpose of settling all disputes, has already been mentioned; also the duty of both to give at least 30 days' notice of any desired change in rates of pay, rules, or working conditions embodied in agreements. When the National Mediation Board certifies that a majority of a craft or class of employees have designated a labor organization to represent them, the carrier becomes obligated "to treat with the representatives so certified as the representative of the craft or class for the purposes of this act."

While the obligatory conferences are being held, or while a dispute is in the hands of the National Mediation Board, "rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon" by the Board in accordance with the act. Further responsibilities and obligations are placed on both parties in connection with disputes involving grievances and the interpretation or application of agreements. All such disputes, if they cannot be settled by the parties in conference, are referable to what is in effect an industrial court, the National Railroad Adjustment Board, and the parties are obligated to obey its decisions. Similar responsibilities and obligations are assumed when arbitration in

accordance with the provisions of the act is agreed upon by both parties.

No penalties are provided in the act for failure to carry out these duties and obligations, but carriers who disobey awards of the Adjustment Board and of any arbitration boards set up in accordance with the act are made subject to civil suits in Federal district courts. Presumably any duties or responsibilities imposed by the act may be enforced by appropriate court writs. The Railway Labor Act of 1926 prohibited interference with the designation of representatives, but failed to provide any penalties. Nevertheless the United States Supreme Court held that such interference could be enjoined in equity proceedings.[3] Recently the Federal District Court for the Eastern District of Virginia ruled in a case under the amended act, that "the right of self-organization and representation in the matter of rates of pay, hours of labor, and working conditions is a property right, the loss of which would result in irreparable damage to complainants." [4]

5. TYPES OF DISPUTES AND METHODS OF ADJUSTMENT

With the rights and responsibilities of the parties well defined, the vast majority of disputes on the railroads are settled in a peaceful and orderly manner by conference, conciliation, and mutual agreement. There are bound to be some controversies, however, which cannot be so settled, and for the adjustment of these the amended Railway Labor Act provides a number of mediating and adjusting agencies designed to deal with different types of disputes.

(*a*) *Representation disputes—Elections.*—In selecting representatives to deal with the management, disputes often arise among employees as to what organization they desire to represent them; and, because employers have participated in such disputes favoring one organization or another, bitter conflicts have often been precipitated. Section 2, ninth, of the amended Railway Labor Act provides an effective method of settling such disputes peacefully. If such a dispute arises among employees, it is the duty of the National Mediation Board, on request of either party, to investigate and to certify in writing to the parties and to the carrier the names of the individuals or organizations that have been designated and authorized to represent the employees. In such an investigation the Board may take a secret ballot, "or utilize any other appropriate method * * * as shall insure the choice of representatives by the employees without interference, influence, or coercion exercised by the carrier." Thus the management is eliminated, as a party, from any such controversy. The Board is given authority to designate who may participate in an election, or it may appoint a committee of three neutral persons to do this. Rules to govern the elections are made by the Board, and the majority of any craft or class of employees selects the representatives for the whole craft or class.

(*b*) *Mediation.*—The National Mediation Board, on request of either party to a dispute involving changes in rates of pay, rules, or working conditions, or on its own motion in cases of emergency, is required to "promptly put itself in communication with the parties to such controversy, and * * * use its best efforts, by mediation, to bring them to agreement." Each of the three members and

[3] *Texas and New Orleans Railroad Co.* v. *Brotherhood of Railway Clerks*, 281 U. S. 584 (1930).
[4] *Ry. Employes' Dept., A. F. of L.* v. *Virginian Railway*, Judge Way, Decision No. 329, July 24, 1935.

any of its staff may act for the Board in the mediating capacity. When a dispute is settled through these efforts a mediation agreement is signed, and should any question arise subsequently regarding the meaning or application of such an agreement, the Board is required, upon request of either party, "and after a hearing of both sides (to) give its interpretation within thirty days."

(*c*) *Voluntary arbitration.*—If its mediating efforts prove unsuccessful, the Board must "at once endeavor as its final required action * * * to induce the parties to submit their controversy to arbitration, in accordance with the provisions of this act." But the failure or refusal of either party to submit a controversy to arbitration is not to be construed as a violation of any legal obligation imposed by the act. Arbitration boards, when agreed upon, may consist of 3 or 6 members, 1 or 2 arbitrators to be appointed by each party. These in turn are required to choose the third, or the 2 additional arbitrators in the case of a board of 6. If they fail to name these, the National Mediation Board is authorized to name them. The expenses of arbitration proceedings are paid by the Board.

(*d*) *Investigation by emergency boards.*—Should arbitration be refused by either party, and the dispute remain unsettled and "threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service", then the Board is required to notify the President, and he may, in his discretion, appoint an emergency board to investigate the facts as to the dispute and report thereon within 30 days. After the creation of an emergency board, and for 30 days after it 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."

(*e*) *Disputes under agreements.*—For the adjudication of disputes between carriers and their employees "growing out of grievances or out of the interpretation or application of agreements", which cannot be settled in the required conferences, the amended act creates a National Railroad Adjustment Board to make final and binding decisions. This Board is composed of 36 members, 18 selected by the carriers and 18 by national organizations of employees. Its headquarters are placed in Chicago, and it is divided into four divisions, each with jurisdiction over different classes of railroad employment. The membership of the divisions is also equally representative of carriers and employees. Salaries of the members are paid by the parties whom they represent, but the staff and all other expenses are paid by the Government. If any division cannot agree on an award, or if it is deadlocked, it is required to select a neutral referee to sit with the Board until a decision is rendered. If if fails to select a referee, the National Mediation Board is required to make the appointment within 10 days. A majority vote of the members of a division is competent to make an award with respect to any dispute submitted to it, and the decisions are final and binding on the parties. Thus, broadly, the making and maintaining of agreements for the entire class or craft of employees is developed through negotiations and mediation with representatives of the employees selected by a majority. The contracts so made establish property rights for the individual employees which are enforceable through adjudication by the National Railroad Adjustment Board.

II. THE PRECEDING RAILWAY-LABOR LEGISLATION

A review of the railway labor legislation that preceded the amendments of 1934 is necessary for a clear understanding of the operations of the various agencies described in this report. Such a review makes plain the development of the provisions now embodied in the amended act, the circumstances that brought about the distinctions among the various types of disputes, and the manner in which the policies and methods applicable to the different types were fashioned.

The Board's review of the development of railway-labor legislation is attached to this report as appendix A. Here it is sufficient to list the acts of Congress as they have succeeded one another, and to indicate the significant features of each act.

1. THE FIRST ACT DEALING WITH RAILWAY LABOR, 1888, provided for (1) voluntary arbitration and (2) investigation of labor disputes that threatened to interrupt interstate commerce. During the 10 years of its existence, the arbitration provisions were never used, and the investigation provisions were used only once, and then without effect on the strike.

2. THE ERDMAN ACT OF 1898 inaugurated the policy of mediation and conciliation by the Government, with a temporary board for each case. The investigation features of the previous act were repealed, and voluntary arbitration was retained as a second line of defense if mediation failed.

3. THE NEWLANDS ACT OF 1913 established a full-time Board of Mediation and Conciliation, and definitely placed main reliance for settlement of disputes upon mediation. The Board was also required, if a dispute arose as to the meaning or application of any agreement reached through mediation, to render an opinion, when requested by either party. Arbitration procedures when mediation failed were improved.

4. THE ADAMSON ACT OF 1916 was an attempt to settle a dispute with respect to the basic 8-hour day by direct congressional action when mediation failed and arbitration was refused.

5. FEDERAL CONTROL OF THE RAILROADS, 1917–20, established the right of labor to organize without interference by the management. It developed national agreements with labor organizations representing certain classes of employees. And it established railway boards of adjustment, equally representative of management and employees, with authority to make decisions in all disputes involving interpretation or application of existing agreements.

6. THE TRANSPORTATION ACT OF 1920 created the United States Railroad Labor Board of 9 members (3 to represent, respectively, management, labor, and the public), with authority to hear and decide all disputes that could not be disposed of in conferences between representatives of the carriers and the employees. Compliance with decisions of the Board was not made obligatory, however.

The act was in part a reversion to the principles of the first law of 1888. Mediation was discarded; in its place was substituted hearings and investigations of disputes by the Board with recommendations in the form of decisions which the pressure of public opinion was expected to enforce.

7. THE RAILWAY LABOR ACT OF 1926 reestablished mediation as the basic method of Government intervention in labor disputes, with voluntary arbitration to be urged upon the parties if this failed. It strengthened mediation by making it obligatory upon carriers and employees to exert every reasonable effort to make and maintain agreements through representatives chosen by each party without interference by the other. And it made provision for the establishment of adjustment boards by voluntary agreement of carriers and employees for the purpose of interpreting and applying the agreements. This Act was an attempt to embody the best features of the previous legislation in a labor-relations law for the railroads.

8. THE BANKRUPTCY AND EMERGENCY TRANSPORTATION ACTS OF 1933 extended the provisions of the Railway Labor Act to cover all roads in receivership, prohibited "yellow dog" contracts, provided protections to the employees against interference and coercion on the part of the management in the matter of self-organization of employees; all of which were in the following year included in the amendments to the Railway Labor Act.

III. THE WORK OF THE NATIONAL MEDIATION BOARD, 1934–35

We are pleased to report that during the year there were no strikes in the railroad industry. The employees of two roads, the Mobile & Ohio and the Pacific Electric, a subsidiary of the Southern Pacific Railroad, voted to strike, but at the request of the Board the strike action was postponed pending mediation. Through the efforts of the Board all matters in dispute were amicably settled in written agreements of the parties.

Since the enactment of the Railway Labor Act in 1926 there has been an almost unbroken record of peaceful settlement of labor disputes on the railroads. There was a strike of express drivers in New York City in 1928, which was not authorized by the organization representing the employees and which was settled within 48 hours by mediation; and another in 1929 on the Toledo, Peoria & Western Railroad, but this did not seriously interrupt commerce so as to require the appointment of an emergency board under section 10 of the act.

That the railroad industry could maintain such a peaceful record, especially since 1932 when strikes and industrial unrest have been prevalent in other industries throughout the country, is testimony to the soundness and effectiveness of the labor policies formulated by Congress in the Railway Labor Act.

1. RECORD OF CASES

But there has been no lack of labor disputes in the railroad industry. It differs from other industries only in that its disputes are amicably adjusted with the aid of the agencies set up by the act.

As indicated in the final report of the former United States Board of Mediation, there were on the open docket at the beginning of the fiscal year 317 pending and unsettled cases.[5] During the year 252 additional cases were filed with the present Board, making a total of 569 cases in which the services of the Board were required.

Of these, 221 were grievance cases involving the interpretation or application of existing agreements. Since the amended act created the National Railroad Adjustment Board to render final decisions in all such cases,[6] the parties were asked to withdraw these from mediation and to submit them to the Adjustment Board. This was done in all the 221 cases, leaving 348 subject to the jurisdiction of the National Mediation Board. The Board disposed of 166 cases during the year, and there remained pending on June 31, 1935, 182 cases.

The cases subject to the jurisdiction of the National Mediation Board are, broadly speaking, of two general kinds: (1) *Mediation cases*, involving disputes between carriers and employees regarding changes in rates of pay, rules, or working conditions;[7] (2) *Representation*

[5] Annual Report of the United States Board of Mediation for the fiscal year ended June 30, 1934, p. 1.
[6] Section 3 of the amended Railway Labor Act.
[7] Section 5.

cases, involving disputes among employees as to who shall be their duly designated and authorized representatives.[8]

Following is a summary table of the cases received and disposed of by the Board during the year:

TABLE I.—*Number of cases received and disposed of 1934–35*

		Number
Open cases, June 30, 1934:		
Changes in rates of pay, rules or working conditions		91
Grievances and interpretation of agreements		226
		317
Cases received July 1, 1934, to June 30, 1935:		
Mediation cases	118	
Representation cases	134	
		252
Total		569
Cases disposed of:		
Representation cases		96
Cases mediated		[9] 70
		166
Grievances and interpretation of agreements, withdrawn to be referred to National Railroad Adjustment Board		221
Total		387
Cases on hand June 30, 1935:		
Mediation cases		120
Representation cases		62
Total		182

2. DISPOSITION OF CASES

The 166 cases disposed of by the Board during the year involved more than 100,000 employees on 117 different railroads.

Of these cases, 96 were representation disputes among the employees, requiring an investigation by the Board and a certification of representatives to the carrier and to the parties. In 56 of these 96 cases the Board took secret ballots of the employees involved, and issued certifications on the basis of the results of the elections. Two cases required a second election to be held so that the Board conducted 58 elections during the year. In 33 cases signed authorizations of employees designating their representatives were checked against the payroll records of the carriers, and representatives were certified on the basis of the proved authorizations. Four cases were adjusted by the carrier recognizing the employees' representatives without a formal certification. Two were withdrawn and one was dismissed by the Board on the ground that the employees for whom an election was requested did not constitute a craft or class within the meaning of the Railway Labor Act.

Many more than 96 disputes were involved in these 96 cases. In most of the cases several different crafts or classes of employees were in disagreement as to their representatives, and the Board was

[8] Section 2, ninth.

[9] Includes 5 grievance cases settled by mediation prior to establishment of National Railroad Adjustment Board.

required to ascertain the choice of representatives by each craft or class separately. A total of 273 certifications were made by the Board determining the choice of authorized representatives by the various crafts or classes of employees involved in disputes in the 96 cases.[10]

In addition to the representation cases the Board handled 70 disputes between carriers and employees requiring mediation services. Twenty-four of these were settled by written mediation agreements entered into by the parties with the assistance of the Board, and one case was adjusted without a written agreement. The efforts of the Board's mediators resulted in the withdrawal of 19 cases, and 21 were withdrawn before mediation began. Two cases were referred back to the parties for further negotiations at the request of the employees' representatives; and two others were dismissed by the Board when investigation developed that the employer was not subject to the Railway Labor Act.

Two cases the Board was unable to settle. All efforts through mediation having failed, the parties were asked to submit these disputes to arbitration under the provisions of section 7 of the act. In both cases, however, the carriers refused to arbitrate, and the Board therefore closed the cases, all the procedures under the Railway Labor Act having been exhausted.

Table II summarizes the settlements made through the efforts of the Board.

TABLE II.—*Disposition of cases by the board*

	Number
Representation cases:	
Election and certification of representatives	56
Check of authorizations and certification	33
Representation conceded without certification	4
Withdrawn	2
Dismissed for lack of jurisdiction	1
Total	[11] 96
Mediation cases:	
Mediation agreements signed	24
Adjusted without written agreement	1
Withdrawn through mediation	19
Withdrawn before mediation began	20
Closed by Board (arbitration refused, 2; no jurisdiction, 2; remanded for further negotiation, 2)	6
Total	70
Grand total	166

Practically all branches of railroad service were involved in these disputes, and 69 of the 149 first-class roads were affected. The rest of the carriers were terminal companies and smaller roads classified by the Interstate Commerce Commission as second- and third-class railroads, the Pullman Co., and the Railway Express Agency. Table III shows the classes of employees involved in all the cases and number of carriers affected.

[10] For details see p. 17, table V.
[11] See table V for total number of certifications made and number of employees participating.

TABLE III.—*Classes of employees and carriers involved in disputes*

Classes of employees	Representation cases		Mediation cases		Total	
	Number of cases	Number of carriers	Number of cases	Number of carriers	Number of cases	Number of carriers
Engine, train and yard service	24	20	37	28	61	48
Shop crafts	37	35	7	7	44	42
Clerks, office, express, and station employees	11	10	6	6	17	16
Maintenance-of-way employees	4	4	7	6	11	10
Telegraphers, signalmen, and dispatchers	7	6	12	11	19	17
Dining-car cooks and waiters	2	1			2	1
Marine employees	9	7			9	7
Longshoremen	2	2	1	1	3	3
Total	96	85	70	59	166	144
Carriers duplicated		17		10		27
Total cases and different carriers	96	68	70	49	166	117

No arbitration board was appointed during the year and no case required the appointment of an emergency board under section 10 of the act.

3. NOTICE REGARDING CONTRACTS OF EMPLOYMENT

Section 2, eighth of the amended Railway Labor Act stipulates that the provisions of the third, fourth, and fifth paragraphs of the same section "are hereby made a part of the contract of employment between the carrier and each employee, and shall be binding upon the parties, regardless of any other express or implied agreements between them." And every carrier is required to notify its employees by printed notices, in a form specified by the National Mediation Board, that all disputes will be handled in accordance with the requirements of the act, such notices to contain also a verbatim reproduction of the paragraphs referred to.

In accordance with these provisions, the Board, shortly after it took office, devised the poster reproduced below, and sent a sample to every carrier subject to the act, with the request that copies be printed in exactly the same form and posted on bulletin boards and in other conspicuous places where they will be accessible to all employees.

All carriers printed and posted the notices accordingly, including several who questioned whether the act was applicable to their business.

Form MB-1 (approved 8-4-34)

NOTICE IN RE RAILWAY LABOR ACT

(Approved May 20, 1926; amended June 21, 1934)

(Insert name of posting carrier) (Place)

AUGUST 14, 1934.

To all employees:

1. *Handling of disputes.*—Pursuant to the provisions of section 2, eighth, Railway Labor Act, as amended (approved June 21, 1934), you are hereby advised that all disputes between _____ (Insert name of posting carrier here) and its employees will be handled in accordance with the requirements of the Railway Labor Act.

2. *Contracts of employment.*—The following provisions of paragraphs third, fourth, and fifth, section 2, Railway Labor Act, are by law made a part of each contract of employment between this carrier and each of its employees, and shall be held binding regardless of any express or implied agreements to the contrary.

FREEDOM OF CHOICE OF REPRESENTATIVES OF EMPLOYEES

Section 2, third. Representatives, for the purposes of this act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employees for the purposes of this act need not be persons in the employ of the carrier, and no carrier shall, by interference, influence, or coercion seek in any manner to prevent the designation by its employees as their representatives of those who or which are not employees of the carrier.

CARRIERS FORBIDDEN TO INTERFERE IN LABOR ORGANIZATION

Section 2, fourth. Employees shall have the right to organize and bargain collectively through representatives of their own choosing. The majority of any craft or class of employees shall have the right to determine who shall be the representative of the craft or class for the purposes of this act. No carrier, its officers, or agents, shall deny or in any way question the right of its employees to join, organize, or assist in organizing the labor organization of their choice, and it shall be unlawful for any carrier to interfere in any way with the organization of its employees, or to use the funds of the carrier in maintaining or assisting or contributing to any labor organization, labor representative, or other agency of collective bargaining, or in performing any work therefor, or to influence or coerce employees in an effort to induce them to join or remain or not to join or remain members of any labor organization, or to deduct from the wages of employees any dues, fees, assessments, or other contributions payable to labor organizations, or to collect or to assist in the collection of any such dues, fees, assessments, or other contributions: *Provided*, That nothing in this act shall be construed to prohibit a carrier from permitting an employee, individually, or local representatives of employees from conferring with management during working hours without loss of time, or to prohibit a carrier from furnishing free transportation to its employees while engaged in the business of a labor organization.

FREEDOM TO JOIN LABOR ORGANIZATION OF EMPLOYEE'S CHOICE

Section 2, fifth. No carrier, its officers or agents shall require any person seeking employment to sign any contract or agreement promising to join or not to join a labor organization; and if any such contract has been enforced prior to the effective date of this act, then such carrier shall notify the employees by an appropriate order that such contract has been discarded and is no longer binding on them in any way.

3. *Instructions to officers.*—All officers of this carrier whose duties are affected by the foregoing are advised to take notice of and to comply with the provisions thereof.

_____, *President.*
(Insert original or facsimile signature of president)

4. COURT PROCEEDINGS

In a number of cases the certificates of representation issued by the Board have been challenged in the courts; and the Board's rules for the conduct of elections have been reviewed by the courts in several cases.

In a case involving the clerical employees of the Chesapeake & Ohio Railroad, the Board excluded from participation in the election certain confidential employees of the management and certain others "excepted" from the agreement between the company and the association of clerical employees. The Board also permitted certain furloughed and extra employees to vote who had appeared on the pay roll during the month preceding the election. Both of these rulings were contested by the Chesapeake & Ohio Clerks' Association in the Supreme Court of the District of Columbia. The court, after a hearing, sustained the rulings of the Board as a reasonable exercise of its discretionary authority under section 2, ninth, of the Railway Labor Act.[12]

Certification of representatives for mechanical department employees of the St. Louis Southwestern Railroad System as made by the Board was challenged by an association of employees in the United States District Court, Eastern District of Arkansas. The court, after a hearing, dismissed the complaint on motion of the railway employees' department of the American Federation of Labor which had been designated by the Board as the duly authorized representative of the employees.

In the United States District Court, Albany, N. Y., there is pending a suit challenging a certification of representatives made by the Board after an election on the Delaware & Hudson Railroad to determine the choice of representatives by the telegraphers.

There is pending also in the United States District Court at Topeka, Kans., a case in which the Chicago, Rock Island & Pacific Railroad has been enjoined from canceling a contract with a company association of shop craft employees by which the dues for the organization are deducted by the carrier from the wages of the employees. This practice is made illegal by section 2, fourth, of the amended Railway Labor Act, and the Federal district attorney is enjoined from enforcing the act. A temporary injunction was granted on January 2, 1935, and since that time the deduction of dues from wages has continued. The case has not yet been set for trial.

On the Virginian Railroad the certification of representatives of shop craft employees was questioned by the carrier on the ground that the representatives did not receive a majority vote of all those eligible to participate in the election; and the carrier also objected to the manner in which the Board conducted the election. The Board had accepted an agreement of the parties to the dispute that a majority of the legal votes cast should prevail and certified accordingly. The carrier objected that this was not authorized by the act and further questioned the right of the representative of one of the parties to act for it in entering into the agreement and in acting as observer or watcher at the election. Judge Way in the United States District Court for the Eastern District of Virginia, Norfolk Division, ruled that the election was properly conducted and that the Board's certificates

[12] Decision of Judge F. Dickinson Letts, Sept. 7, 1934.

must be recognized, except in the case of one craft where the total number who participated in the election was less than a majority of those eligible to vote.[13]

On the Atlantic Coast Line Railroad an election among the shop craft employees resulted in charges that it was improperly conducted and that activities on the part of certain representatives of the management influenced the result. After an investigation, the Board ordered the election to be held over again before certifying the representatives. The Atlantic Coast Line Shopmen's Association sued to enjoin the Board from holding a second election, and this case is now pending in the Supreme Court of the District of Columbia.

In another shop crafts' case, on the Chicago, Rock Island & Pacific Railroad, the Board grouped together the powerhouse employees and railway shop laborers as one craft for purposes of representation. This ruling of the Board has been attacked by the Rock Island Association of Shop Craft Employees in a suit in the United States District Court at Topeka, Kans., and the case is now pending.

[13] *System Federation No. 40, Railway Employees' Department, A. F. of L.*, v. *The Virginian Railway Company* cited above.

IV. REPRESENTATION DISPUTES—ELECTIONS

The primary duty which the Railway Labor Act imposes on carriers and employees alike: "to exert every reasonable effort to make and maintain agreements covering rates of pay, rules and working conditions", requires that each craft or class of employees shall be in a position to act as a unit in designating representatives authorized to negotiate and enter into agreements with the carriers. The act therefore provides that "the majority of any craft or class of employees shall have the right to determine who shall be the representative of the class or craft for the purposes of the Railway Labor Act." Thus are the employees authorized to act after the manner of a corporate body in choosing its representatives.

The carriers are prohibited from influencing or in any way interfering with the choice of employees' representatives, but among the employees themselves disputes often arise as to who shall be their representatives, and Congress has therefore charged the Board with the duty of investigating such disputes, upon request of one of the parties, and to determine the representation desired by a majority of the craft or class involved. In such an investigation the Board either takes a secret ballot or verifies signatures on written authorizations by checking them against the pay-roll records of the carrier. The choice of the employees, as thus ascertained, is then certified by the Board to the parties and to the carrier as the duly designated and authorized representative of the employees for the purposes of the Railway Labor Act.

1. ELECTIONS AND CERTIFICATION OF REPRESENTATIVES

As indicated above, 96 of the cases disposed of by the Board during the year involved representation disputes of this character. In 89 of these, elections were held or checks of authorizations made. In these cases the representation of 291 crafts or classes of employees were in dispute, for each of which separate ballots were taken or separate checks made. The Board certified representatives for 273, the election results in 18 crafts being inconclusive.

In these cases a total of approximately 82,000 employees were involved, and 69,000, or about 85 percent, participated in the selection of representatives. Table IV shows the number of eligible employees and the number participating by classes of employees.

TABLE IV.—*Elections and checks of authorizations by classes of employees and number participating*

Classes of employees [1]	Number of elections	Number of authorization checks	Number of employees participating	Number of employees eligible
Engine and train service	18	3	3,348	3,689
Shop crafts	23	12	52,652	61,309
Clerks, office and station employees	[1] 6	7	8,271	9,400
Maintenance of way	4	1	3,573	5,392
Telegraphers, signalmen and dispatchers	[1] 6	2	800	894
Dining-car cooks and waiters	0	2	271	421
Marine employees	1	6	712	1,019
Total	58	33	69,727	82,124

[1] One case involving clerks and one involving signalmen required a second election because the results of the first election were inconclusive.

The Board also investigated 12 more cases during the year, in some of which elections were held, but the certifications, for one reason or another, could not be made by the end of the fiscal year. Therefore these 12 cases are included with those open and pending at the beginning of the next fiscal year. In four of them the certifications are held up because of court proceedings. In one the voting of close to 8,000 men was completed in June, but the certification was issued in July; therefore, it will be included in next year's report.

In addition to these 96 cases, the Board conducted three elections under voluntary agreements arranged by mediation before section 2, ninth, went into effect. These are included with the cases settled by mediation, because the elections were the result of a mediation agreement and could not be held except by such agreement at the time the case arose.

2. DISPUTES BETWEEN NATIONAL UNIONS AND SYSTEM ASSOCIATIONS

In none of the representation disputes settled by the Board during the year were individuals chosen as representatives. The employees in every case designated organizations to represent them. Broadly speaking the organizations are of two types: (1) National labor organizations, or as they are often referred to, standard trade unions; (2) system associations, or organizations of employees confined to one railroad system, commonly referred to as company unions, but these, of course may not be sponsored, supported, or otherwise assisted by the carriers.

Section 3, first (a), of the Railway Labor Act authorizes any labor organization that is "national in scope" to participate in the selection of the labor representatives on the National Railroad Adjustment Board. System associations are not accorded this privilege, but they may set up system adjustment boards by agreement with carriers, as may other labor organizations if they so desire.

Of the 89 cases in which elections were held or checks made, 45 involved disputes between national labor organizations and system associations, and in 23 the national labor organizations were unopposed except by unorganized employees. In 18 cases the disputes were between 2 or more national labor organizations and in 3 other trade unions were involved. Of the total of 273 certificates issued to representatives of various crafts or classes of employees in these cases, 239 went to national labor organizations, 31 to system associations, and 3 to other trade unions. In the four cases adjusted without formal certifications national labor organizations were also recognized without opposition.

Table V shows the results of the contests between national labor organizations and system associations or unorganized employees. In the cases where these 2 types of organizations were in opposition and where national unions were not opposed except by unorganized employees, the representation of 244 crafts or classes of employees was in dispute. Of these the national labor organizations secured 213 and 31 went to system associations. Three craft were involved in the disputes in which other trade unions were certified.

In these disputes, 65,623 employees participated in choosing representatives. The national labor organizations received a total of 47,511 votes or authorizations, the system associations received 17,741, and other organizations 371.

In one of these contests, involving about 2,100 clerical employees, two elections were held without a conclusive result. The first gave the national labor organization a slight majority of the votes cast, but not a majority of all those who were eligible to participate in the election. The second gave a slight majority of the votes cast for the system association, but again there was no majority of all the eligibles. In the two elections the combined vote for the national labor organization was 2,034, while the system association received 1,976 votes.

The Board being at that time of the opinion that the Railway Labor Act required a majority of the eligible employees to choose representatives declined to issue a certification to either organization, and suggested that they attempt to settle their dispute by mutual agreement. Acting on this suggestion the officers of the two organizations met and entered into an agreement by which the national labor organization was authorized to represent all of the employees. This agreement was approved by employees who were members of the system association at special meetings called for the purpose, and a number of the association lodges then disbanded, many of the members joining the national labor organization. It being clear then that a majority of all the eligibles desired representation by this organization, the Board issued a certification accordingly.

TABLE V.—*Type of organizations chosen to represent employees in cases involving disputes between national labor organizations and system associations or unorganized employees*

Method of choice	Certifications won by—						Employees voting for, or otherwise choosing—					
	National labor organizations		System associations [1]		Other organizations [2]		National labor organizations		System associations [1]		Other organizations [2]	
	Number	*Per cent*	*Number*	*Per cent*	*Number*	*Per cent*	*Number*	*Per cent*	*Number*	*Per cent*	*Number*	*Per cent*
Elections	134	80.72	31	18.68	1	0.60	39,273	69.18	17,400	30.65	100	0.17
Proved authorizations	79	97.53	0	0	2	2.47	8,238	93.08	341	3.85	271	3.07
Total [3]	[4] 213	86.24	31	12.55	3	1.21	[4] 47,511	72.40	17,741	27.03	371	.57

[1] A number of system associations have combined to form a brotherhood of railroad shop crafts, which has not been recognized as a labor organization "national in scope" as provided in section 3 (f) of the Railway Labor Act.

[2] Includes 2 organizations of dining-car cooks and waiters and 1 organization of train porters.

[3] Elections in 18 additional crafts resulted in no majority for any organization and no certifications were made for these.

[4] These do not include 26 certifications made to national labor organizations as a result of elections in which only such organizations were the contestants. The number of employees voting in these elections was 3,220.

3. DISPUTES AMONG NATIONAL LABOR ORGANIZATIONS

The 18 cases in which employees were in dispute as to which of 2 or more national labor organizations should represent them, involved 31 crafts or classes of employees; and certifications of representatives were issued for 26 of these. For the remaining five the Board was unable to make any certification because none of the contesting organizations received a majority vote.

Elections were held in 17 of the 18 cases, and 25 of the 26 certifications were issued as a result of the secret ballots taken. In one case the method of checking authorizations was used and the certification was made on the basis of this check.

The results of these contests were that 13 of the 31 crafts changed their representation from one organization to another, and no change was made in 8 crafts. Five crafts which had previously been unorganized chose a national labor organization to represent them, and in the remaining five no certification was made because the election was inconclusive.

A total of 3,547 employees were involved in these contests between national labor organizations. This is approximately 4.3 percent of the total 82,000 employees involved in all the representation cases handled by the Board during the year. Of this number who were eligible to participate, 3,220 voted or participated in the choice of representatives by signing verified authorizations.

A disproportionate share of the time and activity of the Board was taken up by the investigations of these contests in which the employees' choice of representatives was between two or more national labor organizations. Although only 18 of the 96 representation cases were of this character, and they affected less than 5 percent of all the employees involved in representation disputes, the members and staff of the Board were required to devote a very much greater proportion of their time to these cases.

The Railway Labor Act does not give the Board any authority to define the crafts according to which railway employees may be organized, or to define the jurisdiction of the organizations in any way. But these disputes are really jurisdictional disputes because they grow out of the conflicting claims of two or more labor organizations that they have authorizations to act as representatives of the same crafts or classes of employees.

The jurisdiction of the organizations that are affiliated with the American Federation of Labor is defined in the charters they receive from the Federation. The train service brotherhoods are not affiliated with the American Federation of Labor, and each of these organizations defines in its own constitution the crafts or classes of employees eligible to its membership. At some points, however, the definitions of jurisdiction overlap, and at others there is some doubt as to the scope of the definitions.

It is these doubtful and overlapping points of jurisdiction that led the organizations into contests to represent the same classes of employees. The Board does not concern itself with the asserted claims of jurisdiction. Its only duty in this connection is to investigate the disputes among employees and to determine, by secret ballot or other appropriate method, whom the employees desire to have as their representative. If, for example, a majority of maintenance-of-way employees should express a desire to have the organization of locomotive engineers to represent them, it would be the duty of the Board under the act to certify that organization as the representative.

But because of these duties of the Board, it becomes possible for employees represented by one organization to petition for a determination of the right of their organization to represent employees who have been represented by another organization, whenever they can present enough evidence to show that a dispute exists.

If each labor organization confined itself to a clearly defined craft or class of employees, it might refuse to act as a representative of any other class or craft, and thus avoid bringing such disputes before the Board. But we regret to have to report that at the

present writing the number of these disputes coming to the Board is increasing. Whereas the disputes arose mainly because of overlapping jurisdiction, and at first most of the cases were of this character, the antagonism engendered by the contests has developed a tendency for employees who are members of one organization to challenge the representation of other organizations over crafts or classes of employees that they formerly did not seek to represent.

Regrettable as these disputes are, it is nevertheless fortunate that the Railway Labor Act provides a method of settling them peacefully. Such conflicts in other industries often result in strikes and interruptions of service which are costly to the public, to employers, and to employees. If interruptions of railroad service on account of such disputes can be prevented by the procedures under section 2, ninth, of the act, this is a net gain and one of the important accomplishments of the act, no matter how much time and effort it takes and however unwise it may be that employees' organizations whose aims are the same shall be engaged in jurisdictional quarrels.

4. PROBLEMS OF REPRESENTATION

The Board's investigations of disputes among employees under the provisions of section 2, ninth, of the Railway Labor Act, for the purpose of certifying representatives, have developed a series of perplexing problems some of which are now in the courts for judicial determination. These problems in the main involve the extent and nature of the authority of the Board to designate what employees shall participate in elections and to make rules governing the elections.

(*a*) *Majority rule.*—The first of these problems is whether a majority of all those eligible to vote is necessary to choose a representative or whether a majority of the votes actually cast is sufficient. Section 2, fourth, of the act provides that "the majority of any craft or class of employees shall have the right to determine who shall be the representative of the craft or class for the purposes of this act." This the Board interpreted as requiring a majority of all those eligible rather than a majority of the votes only. The interpretation was made, however, not on the basis of legal opinion and precedents, but on what seemed to the Board best from an administration point of view. Where, however, the parties to a dispute agreed among themselves that they would be bound by a majority of the votes cast, the Board took the position that it would certify on this basis, on the ground that the Board's duties in these cases are to settle disputes among employees, and when an agreement is reached the dispute as to that matter is settled.

Accordingly the Board certified representatives for 107 crafts where by agreement a majority of the votes cast determined the choice. But it refused to certify any representatives for 18 crafts after polling the employees, where there was no such agreement and the required majority of the eligibles was lacking. In some of these latter cases a second election was held and a certification made; in others the second election was equally inconclusive.

Although the Board's interpretation has been protested in a number of cases, in only one case was it challenged in a court proceeding. This was in the case of *System Federation No. 40* v. *The Virginian Railway*

Company referred to above (p. 4). The ruling of Judge Way on this point was as follows:

> It is also contended by the railway that the election is void because one of the rules under which it was held was in violation of the act which provides, among other things, that the "majority of any craft or class of employees shall have the right to determine who shall be representative of the craft or class", etc. It seems to me that this defense also is without merit. A reasonable interpretation of the act is that the election must be open to each craft or class with full untrammelled opportunity to each eligible employee in such craft, to vote although he is not compellable to exercise that right. The statute is similar, it would appear, to statutes or bylaws providing that a majority of the stockholders of a corporation shall constitute a quorum at a stockholders' meeting. Where such quorum is actually present at a duly called meeting, a majority of those may transact all business of the corporation that may properly come before the stockholders unless the statute or bylaws expressly require a greater number of affirmative votes than a mere majority of the quorum. In this case, in every instance except one, more than a majority of those eligible to vote, actually participated in the election; that is, exercised the right to determine who should represent that craft or class in negotiating with the railway in respect to certain matters. That, it seems to me, meets all the requirements of majority rule in the five crafts where a majority of all eligible actually voted, although in one of those instances less than a majority voted for the Federation. But in the craft (carmen and coach cleaners) where less than a majority of those eligible to vote, actually voted, it would seem to follow that there was no election by that craft, and as to that craft the certification of the board is without force or effect.[14]

(*b*) *What is a craft or class?*—The Railway Labor Act does not define the terms "craft or class" in which the majority is given the right to determine the representation. Whether the terms are used synonymously or whether a class comprises several crafts or vice versa is not explained. In making rules to govern elections and in designating the employees who may participate in such elections, the Board in most cases has been confronted with disputes as to whether the employees involved constitute one class or craft, or whether they are several distinct crafts for each of which separate representatives are to be chosen by separate majorities. So far as possible the Board has followed the past practice of the employees in grouping themselves for representation purposes and of the carriers in making agreements with such representatives. But these practices have not always been uniform and claims are often made that the amended Railway Labor Act requires change in existing practices.

For example, switchmen have quite generally (but with some exceptions) been considered one class or craft of employees, and the carriers have usually made agreements with one organization representing all these employees, but often exclusive of yardmasters. Many disputes have been presented to the Board, however, in which the yard foremen or conductors of switching crews have requested separate representation as a craft distinct from the yard helpers or brakemen. It is contended that the conductors and brakemen in the yards constitute separate and distinct crafts as is the case generally on the road.

Acting on this basis the Board authorized the taking of separate ballots of yard conductors in a number of cases and certified representatives accordingly. But since these rulings were made, cases have come up in which the yard conductors and brakemen work interchangeably in both occupations during the same pay-roll periods. Separate eligible lists had to be made up, therefore, either on the basis of the preponderant amount of time worked in each occupation during a given period or on basis of assignment as of a given date. Subse-

[14] Judge Way's decision in this case has been appealed by the railway company, and the case is now pending in the United States Circuit Court of Appeals.

quently, also, requests were made to the Board that other yard service employees, such as car retarder operators and switchtenders be voted as separate crafts, each entitled to its own representatives.

This pressure on the Board to split classes of employees hitherto considered as a unit into more and more groups, each of which is claimed to be a distinct craft, has come from all branches of employment. Hostlers and their helpers, who have generally been grouped with firemen for representation purposes have in some cases requested separate representation as a distinct craft; and sometimes the contention is that hostlers are engineers and should be voted together with road engineers. Among the maintenance-of-way employees, it has been argued that section foremen, laborers, bridge tenders, watchmen, and various kinds of mechanics are separate and distinct crafts; and in some cases, it was contended that the last of these should be voted together with various crafts of shop employees. A similar separation of power-house employees into a number of crafts has been requested, and among the clerical, office, and station employees numerous subdivisions have been asked on the basis of variations in the work done by the employees as well as on the basis of jurisdiction of different employees' associations.

When first confronted with these problems, the Board attempted to avoid any general ruling, but to decide each case on the basis of the facts developed by the investigation of that case. After some decisions had been made, however, separating certain groups of employees, insistent demands were made that the board follow the same rulings in subsequent cases, and other groups of employees within a class or craft insisted that they too were entitled to separation as distinct crafts.

On the basis of the whole year's experience in dealing with these problems, the Board is impressed that the tendency to divide and further subdivide established and recognized crafts and classes of employees has already gone too far, and threatens to defeat the main purposes of the Railway Labor Act, namely, the making and maintaining of agreements covering rates of pay, rules, and working conditions and the avoidance of labor disputes. We have also been informed by the management in some cases that such subdivisions tend to interfere with the efficiency of operations.

The Board is inclined, therefore, during the coming year to avoid unnecessary multiplication of subcrafts and subclasses, and to maintain, so far as possible, the customary grouping of employees into crafts and classes as it has been established by accepted practice over a period of years in the making of wage and rule agreements.

Another side of this problem has appeared in a few cases where part of a recognized craft is working in one department of a carrier and others of the same craft are employed in another department. Thus shop laborers and power-house employees have been treated as one class of employees in certifying representatives, on the ground that the customary practice is to group them together for representation purposes. But this policy of the Board has been challenged and is now pending in the United States District Court at Topeka, Kans. The objection is that the shops and the power houses are distinct units requiring separate representation in each unit. Most carriers, however, have recognized the combined grouping in making agreements with the International Brotherhood of Firemen and Oilers.

A similar question arose when the employees in the Buffalo and Cleveland yards of the Nickel Plate Railroad petitioned for a vote for representatives in those two yards, but not in the rest of the yards of the carrier. The Board rejected the petition on the ground that all the yards of a carrier must vote together to choose representatives.

It has been claimed occasionally also, that employees who have seniority rights in several crafts or who work interchangeably in more than one craft should have a vote in each craft in which they may thus have an interest. The Board has felt that the act intended each employee to vote in one class or craft only, and has uniformly ruled accordingly, following a decision of United States District Judge Gordon in a case that arose on the Georgia and Florida Railroad.[15]

(*c*) *What is a carrier?*—Although the term "carrier" is clearly defined in the act, questions have arisen in connection with representation disputes which made it necessary for the Board to interpret its meaning. Where a railroad system is composed of a number of subsidiary corporations, employees have been in dispute as to whether one vote should be taken of a craft on the whole system or whether the subsidary corporations are carriers within the meaning of the act whose employees are entitled to separate representation. The Board has ruled generally that where a subsidiary corporation reports separately to the Interstate Commerce Commission, and keeps its own pay roll and seniority rosters, it is a carrier as defined in the act, and its employees are entitled to representation separate from other carriers who may be connected with the same railroad system. If the operations of a subsidiary are jointly managed with operations of other carriers and the employees have also been merged and are subject to the direction of a single management, then the larger unit of management is taken to be the carrier rather than the individual subsidiary companies.

The Board's jurisdiction has been questioned in a number of cases on the ground that the employers were not carriers within the meaning of the Railway Labor Act. Some of these were electric interurban railroads and the question was referred to the Interstate Commerce Commission for hearing and decision as provided by section 1, first, of the act. One case involved a freight-forwarding company, and the Board dismissed it, ruling that it was not a carrier as defined. Two cases are pending in which fruit-express companies (car owners that are owned by the railroads) have challenged the authority of the Board to act after it had accepted jurisdiction.

(*d*) *What is an employee?*—Many questions have arisen in applying the term "employee", as defined in section 1, fifth, of the act, to the particular problem of deciding who may participate in choosing representatives. Is a man who has been furloughed or temporarily laid off with seniority rights of reemployment such an employee? The Board has ruled that such a person is an employee if under rules of an agreement he remains on a seniority roster and is likely to be called for work within a short period, or if he normally was laid off and reinstated with recurring seasonal fluctuations in business, and especially, if from time to time, he has been called back for temporary assignments within a short period of the date of the election. On the other hand, if he has been on furlough without being recalled for a

[15] *Georgia Southern and Florida Ry. Co.* v. *Brotherhood of Locomotive Firemen and Enginemen*, Supreme Court, District of Columbia, Equity No. 54632.

long enough time to have his name removed from the seniority roster, he has been considered no longer an employee. In any case he must have been definitely on a pay roll within a reasonable period prior to the election.

Again certain employees, although clearly belonging to a craft or class which is choosing representatives, are often "excepted" from agreements between carriers and employees because they work in confidential capacity to the management or have some supervisory or disciplinary authority over other employees in the same craft. The Board has in the main excluded these from participating in elections, although the claim is sometimes made that they are employees who are entitled to vote with their crafts. Such excepted employees have, of course, the right to select representatives, but only in a class or craft of employees having similar relations with management.

Both the inclusion of furloughed or extra employees and the exclusion of "excepted" and confidential employees have been sustained by Judge Letts in the Supreme Court of the District of Columbia as a reasonable exercise of the discretionary authority vested in the Board by the Railway Labor Act. (See p. 13 above.)

The Board's authority to investigate and determine representation disputes among "red caps" or station ushers has been challenged by a number of carriers on the ground that these are not employees of the railroads but render personal services to passengers and are paid by them. On investigation the Board found that while these employees are not ordinarily paid by the carriers (in some cases small wage payments have been made) the men are hired, disciplined, discharged, and given free transportation by officers of the carrier, and at times they are assigned temporarily to duties for which scheduled hourly rates are paid. For such reasons the Board has ruled that the red caps are covered by the definition of an employee as given in the act, and has accordingly assumed jurisdiction to investigate representation disputes among them. In one case where a certification was issued, however, the carrier has refused to honor the certification, and steps are being considered to get a judicial determination of the validity of the Board's ruling.

Two cases handled by the Board during the year presented the question whether employees working for a contractor to whom a carrier lets out some of its work, are employees subject to the provisions of the Railway Labor Act. In one of these the employees of an ore dock contractor were voted separately from the other employees of the carrier, and later an agreement was signed between the contractor and the certified representatives of these employees. In the second case the Board's investigation revealed that the shop and roundhouse laborers working for a contractor were doing the same kind of work as other laborers of the same class employed directly by the railroad, and that the contract laborers' work was subject to approval by officers of the railroad. The Board ruled, therefore, that all these laborers are of one class, and should be voted together for the purpose of selecting representatives.

(*e*) *Change of representatives under existing agreements.*—When there is an agreement in effect between a carrier and its employees signed by one set of representatives and the employees choose new representatives who are certified by the Board, the Board has taken the position that a change in representation does not alter or cancel any

existing agreement made in behalf of the employees by their previous representatives. The only effect of a certification by the Board is that the employees have chosen other agents to represent them in dealing with the management under the existing agreement. If a change in the agreement is desired, the new representatives are required to give due notice of such desired change as provided by the agreement or by the Railway Labor Act. Conferences must then be held to agree on the changes exactly as if the original representatives had been continued.

V. DISPUTES MEDIATED—SETTLEMENTS

1. CASES IN PROCESS BUT NOT COMPLETED

Of the second type of disputes handled by the Board, those in which it mediates between carriers and employees, we have reported 70 cases disposed of during the year. (Table I, p. 9.) In addition to these, mediation proceedings were begun in 82 cases, but were not completed at the end of the fiscal year. The actual number of cases handled in mediation during the year, therefore, was 152; but in the 82 cases negotiation of mediation agreements was still in process, and the cases were not yet closed. The main work of settling these disputes may have been done during the year, but the formal completion of the agreements will not be achieved until the next fiscal year.

One case, for example, arose in August 1934 and involved a threatened strike on the Mobile & Ohio Railroad affecting about 2,500 employees. The Board's services were invoked by the carrier, and the strike was postponed pending mediation. A member of the Board secured an agreement by which the strike was called off and a partial restoration of wages made. The agreement required, however, that the case be held in mediation until March 1935 when further adjustments were to be negotiated. At that time the Board's services were again required, and the previous agreement was extended to December 1935 on condition that the case be held in mediation until that time. The case, although twice handled, and in large part settled, is still open and therefore it is not reported as disposed of by the Board, but is included among those pending and on hand at the end of the year.

In two cases the Board settled wage disputes by agreements that certain increases in pay would be granted immediately and additional increases would be granted some months later. The cases were therefore held open for further mediation after the close of the fiscal year.

In another case rates of pay, rules, and working conditions were agreed upon by the manager of a terminal company and the representatives of the employees, but the agreement could not be signed until the board of directors of the company met and gave their approval. The dispute was settled and the schedule actually put into effect, but the case cannot be reported as closed until the board of directors authorizes the signing of the agreement.

2. GRIEVANCES MEDIATED AND REFERRED TO ADJUSTMENT BOARD

As explained above (p. 5) the amended Railway Labor Act distinguishes disputes involving individual grievances and interpretation or application of agreements from disputes where changes in agreements are involved. The latter are subject to mediation by this Board, the former being referable to the National Railroad Adjustment Board for adjudication. Where agreements cover the questions in dispute, there is no need for mediation because the issues were intended to be settled by the agreements. To mediate or to compromise such questions may have the effect of modifying or setting

aside what was agreed upon. Therefore such disputes require adjudication just as business contracts often have to be adjudicated in the courts. The National Railroad Adjustment Board was created to act in this capacity.

Prior to the adoption of the amendments of 1934 such disputes were also subject to mediation under certain conditions; and as shown in table I, there were 226 cases of this character on hand at the beginning of the fiscal year. Many of these cases were in process of mediation and much work had been done on them by the former United States Board of Mediation. Five of them were settled by mediation in July 1934 before the National Railroad Adjustment Board got its work under way. The other 221 cases were referred back to the complainants with the suggestion that they again be considered in conference and if necessary submitted to the National Railroad Adjustment Board for hearing and decision as provided in section 3 of the amended act. The suggestion was accepted and the cases were withdrawn from mediation and settled or submitted to the National Railroad Adjustment Board.

3. MEDIATION AGREEMENTS

Twenty-four of the seventy mediation cases finally disposed of by the Board during the year resulted in written agreements between carriers and employees settling all matters in dispute. Five of these made provision for complete schedules of rates of pay, rules, and working conditions, no agreements of this kind having previously been in effect, two of them involving substantial increases in pay over previous rates. The rest of the mediation agreements all involved changes in schedules. These ranged from changes in a single rule to elaborate revisions of a large part of the existing agreements.

Four of the mediation agreements dealt with changes in rates of pay. In one of these, on an Alaskan railroad, provision was made for minimum guarantees during the winter months, ranging from $20 to $50 per month, depending on length of service. Seven agreements made revisions in various working rules, and one extended an existing agreement to cover a group of employees not formerly covered. Another one restored the pracitce of giving employees vacations which had been stopped in 1932.

The six remaining mediation settlements disposed of cases which had arisen prior to the adoption of the amendments of 1934. Three of them agreed upon elections to be held and recognition of representatives so chosen before the Board was given authority to order such elections. They were therefore not included with the representation cases handled under section 2, ninth, of the amended act. The other three cases settled individual grievances which under the amended act are no longer subject to mediation but are referable to the National Railroad Adjustment Board for final decision.

A provision in section 5, second, of the Railway Labor Act authorizes either party to a mediation agreement to apply to the Board for an interpretation of the meaning or application of such agreement in any case in which such a controversy arises. Upon receipt of an application, the Board is required to notify the parties and after a hearing to give its interpretation within 30 days. During the year no requests were received by the Board to decide controversies of this character.

Following is a summary of the subject matter of the 24 mediation agreements:

New agreements covering rates of pay, rules, and working conditions	5
Revision of existing rules	7
Changes in rates of pay	4
Extension of existing agreement	1
Restoration of vacations	1
Individual grievances	3
Agreement to hold elections	3
Total	24

The one case that was adjusted without a written agreement involved disputed claims as to seniority rights.

4. OTHER ADJUSTMENTS

Nineteen cases were withdrawn after mediation had begun or during the process of mediation. Eight of these involved changes in working conditions or rules, and the withdrawals were made either because conditions complained of were removed or some satisfactory compromise arranged. Two cases involving rates of pay were similarly adjusted. One request for vacations was withdrawn when the carrier adopted a general system of vacations.

Three requests for limiting the mileage of certain train-service employees to a stipulated number were withdrawn. One case involving the contracting out of work was withdrawn when the mediation proceedings developed that the practice was discontinued.

One representation case and one request for setting up a system board of adjustment were withdrawn when the amendments to the Railway Labor Act dealing with these questions were adopted. A complaint that a decision of a system board of adjustment had not been put into effect was satisfactorily adjusted and withdrawn; and in another case where claims for extra pay were involved, the parties agreed jointly that the case should be withdrawn and submitted for decision to the National Railroad Adjustment Board.

Twenty cases were withdrawn before the Board began formal mediation proceedings. In eight of these the changes in working conditions and rules that were in dispute were satisfactorily adjusted subsequent to the invocation of the Board's services and the Board so notified. In one, an agreement covering rates of pay, rules, and working conditions was signed by the parties before mediation began. Another case involving revision of rules was withdrawn for amendment and later submission.

Five cases were requests to set up local adjustment boards for handling particular grievances. After the National Adjustment Board was created, most of the grievances were satisfactorily adjusted and the cases withdrawn. Five cases involving refusal of carrier to deal with representatives were withdrawn to be resubmitted later under the provisions of the amended act.

5. PROBLEMS OF MEDIATION

Whereas the new provisions in the Railway Labor Act for handling representation disputes has given rise to many unsettled problems, few procedural problems arise in the mediation of labor disputes because the methods of handling these cases have been worked out over a long period of years and are generally well-known and accepted by the carriers and employees alike. With rare exceptions both management and men cooperate to the fullest extent in furthering the efforts of the Board to settle disputes by mutual adjustment and agreement. As a general rule the Board and its mediators are confronted only with the problems involved in the merits of the disputes, which are difficult enough without the complications of technical, procedural problems.

Among the rare exceptions in the matter of cooperation to settle disputes, is a contention raised by a small carrier, that the Railway Labor Act does not require it to enter into a written agreement with its employees. The act specifically makes it the duty of every carrier and its employees "to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions", provides that all such agreements shall be filed with the board and makes such agreements part of each employee's contract of employment; but because a law cannot compel a person to enter into an agreement against his will, and the legal obligation is only to exert every reasonable effort, the Board has been prevented from performing its duty "to bring them (carrier and employees) to agreement."

Obviously the law intended written contracts to be made because it provides that contracts shall be filed with the Board, and notices of changes shall be given in writing, and sets up an agency to interpret them. And most carriers so understand the act. In the vast majority of our cases, carriers and employees' representatives assume it is their duty to enter into some kind of an agreement, and because this is the prevailing attitude most cases are either settled by mediation or else submitted to an arbitration board.

Another technical problem that has arisen to delay or to prevent the Board from mediating questions in dispute on their merits is the procedure required when working conditions are changed that are not specifically covered by an agreement. For example, the number of men to be used on a train is not generally specified in agreements between carriers and employees, but is left to the management to determine from time to time in accordance with needs. If the employees feel that the number assigned is not proper however, their representatives are privileged to confer and to negotiate with the management what the proper size of the crew should be. Such differences arise often with respect to many working conditions, and are usually settled amicably in conferences between managers and men without resort to mediation.

But in one case a carrier has insisted that before it will confer with employees' representatives regarding the number of men to be used on a train, the employees must serve the required 30 days' notice of a desire to make a change in the existing agreement or to add a new rule. The contention is that since the number of men is not specified in the agreement, the management is free to use any number it deems

best; and if the employees object to this, they must serve notice that they desire to change the agreement or to add a new rule if they want another number. If such notice were served, the carrier inists upon its right of proposing a revision of other provisions of the agreement than are involved in the particular question of the number of men to be used. On this account, and also because they contend that in the absence of a rule fixing the number of men, this becomes a matter for negotiation whenever the question arises, the employees object to giving the formal notice that would open the entire agreement for revision.

On the employees' side similar technical objections have sometimes been raised to referring cases involving interpretation or application of agreements to the National Railroad Adjustment Board to which the act requires they shall be submitted. Their representatives have at times insisted that such cases should be mediated by the National Mediation Board. The contention is that when employees charge that a change in rate of pay contrary to an agreement is made, or when an employee makes a claim that his seniority rights have been infringed, the cases involve change in the agreement, and are therefore subject to mediation by the Board under section 5 of the act. In the opinion of the Board, however, such charges of violation of agreements are clearly disputes involving the application or interpretation of agreements, and therefore referable to the National Railroad Adjustment Board for hearing and decision under section 3 of the act. If the charges are found to be true, that Board has authority to order restitution and proper application of the provisions of the agreements.

Aside from these exceptional problems, the only serious question that has arisen in our mediation work grew out of the failure to comply with a number of awards of the National Railroad Adjustment Board. The act provides that if an award is not complied with the party in whose favor it is made may apply to a United States District Court for enforcement, and employees are freed of the costs of such action. In one case, however, a strike of 4,500 employees was threatened because the employees insisted that the carrier was obligated to obey the decision, and if any court action was to be taken the carrier should take the initiative in asking for a court order to set aside the award.

In view of the threatened strike which would have seriously interrupted transportation service, the Board assumed jurisdiction on its own motion, not of the merits of the decisions of the Adjustment Board, but of the proper process of affirming or setting aside the awards. After 2 weeks of negotiations, an agreement was reached and the case amicably settled.

Here again, as in representation problems arising under section 2, ninth, the serious issues arise because the provision of the act establishing a National Railroad Adjustment Board is new, and will require time, experience, and judicial interpretation before they can be finally settled.

VI. ARBRITRATION AND EMERGENCY BOARDS

1. ARBITRATION AWARDS

When the Board finds it impossible to bring about a settlement of any case by mediation, it endeavors, as required by the Railway Labor Act (sec. 5, first), "to induce the parties to submit their controversy to arbitration", and provisions for such arbitration proceedings are given in section 7 of the act. There is, of course, no compulsion on either party to agree to arbitrate.

No arbitration boards were set up during the year under these provisions, but two awards were made by boards appointed in the preceding year. A detailed digest of these awards is attached to this report as appendix C.

One of the awards disposed of 67 cases of individual grievances that had accumulated prior to the enactment of the amendments of 1934, as well as 9 cases involving changes in agreements. Seven additional cases were withdrawn during the arbitration proceedings. All of these were on one railroad (Southern Pacific Lines in Texas and Louisiana), and involved the four classes of engine and train service employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors, and the Brotherhood of Railroad Trainmen. The arbitration board consisted of 6 members, 2 appointed by each of the parties, and 2 neutral members. One of the neutrals was agreed upon by the four party arbitrators, but they could not agree on the sixth member, and he was appointed by the Board of Mediation.

The second award settled a dispute between the Nashville, Chattanooga & St. Louis Railroad and a system association of clerks on that road. The question involved interpretation of an agreement between the parties, as to whether certain employees whose work had been changed by the assignment to them of some clerical duties were or were not covered by the agreement. The arbitration board in this case consisted of only 3 members, 1 appointed by each party, and a third was agreed upon by these 2.

2. EMERGENCY CASES

Although no emergency boards were appointed during the year under the provisions of section 10 of the act, two serious emergencies arose, which the Board was fortunately able to settle by mediation.

One of these cases involved a threatened strike of the train-service employees on the Pacific Electric Railway, a subsidiary of the Southern Pacific Lines. There were some threats also of sympathetic actions by employees on other railroads in southern California. After an election conducted by the Board a certification was issued to the representatives of the employees who then conferred with the management in an attempt to negotiate an agreement covering rates of pay, rules, and working conditions. When the differences, particularly with respect to wages, could not be settled in these conferences, the services of the Board were invoked to mediate the dispute. A mediator was sent to Los Angeles to confer with the parties but in spite of

several weeks of strenuous effort he was unable to bring the parties to agreement. The employees then took a strike vote and notified the carrier that within a few days they would withdraw their services. Thereupon the National Mediation Board decided that they would, as a body, make another attempt to settle the dispute by mediation.

The employees' representatives were requested to postpone the strike action pending further mediation, which was done; and the full membership of the Board flew to Los Angeles to confer with the parties. After about 3 weeks of conferences and negotiations, a mediation agreement was signed fixing the wages to be paid, and stipulating the bases upon which agreements covering rules and working conditions were to be drawn. The strike order was then canceled and, later, comprehensive agreements covering rates of pay, rules, and working conditions were entered into by the parties and filed with the Board.

The second emergency case has been previously referred to in this report, the threatened strike on the Mobile & Ohio Railroad. (See p. 25.) When the carrier informed the employees that it was unable to restore certain wage cuts at the time that other roads were making restorations, the train and yard service employees, shop crafts, clerks, and maintenance-of-way employees all took a strike vote, and a date for the strike was fixed. The carrier invoked the services of the Board, but because an emergency board had previously investigated and made a report, the National Mediation Board decided to attempt a settlement by mediation. A member of the Board met with the parties in St. Louis, and secured an agreement by which a partial restoration was made, with assurance of full restoration 6 months later if the financial condition of the road (in receivership) would permit. On this basis the strike order was canceled.

These experiences have impressed the Board that in many cases emergencies may be overcome and the time and expense of emergency boards saved by further mediation efforts of the full membership of the Board when its mediators fail to bring the parties to agreement. The Board believes this is a policy in keeping with the purposes and spirit of the Railway Labor Act and should be followed as far as possible.

VII. WAGE AND RULE AGREEMENTS

1. COLLECTIVE LABOR CONTRACTS

Within sixty days after the approval of this Act every carrier shall file with the Mediation Board a copy of each contract with its employees in effect on the 1st day of April 1934, covering rates of pay, rules, and working conditions. If no contract with any craft or class of its employees has been entered into, the carrier shall file with the Mediation Board a statement of that fact including also a statement of the rates of pay, rules and working conditions applicable in dealing with such craft or class. When any new contract is executed or change is made in an existing contract with any class or craft of its employees, covering rates of pay, rules, or working conditions, or in those rates of pay, rules and working conditions of employees not covered by contract, the carrier shall file the same with the Mediation Board within thirty days after such new contract or change in existing contract has been executed or rates of pay, rules, and working conditions have been made effective.[16]

Pursuant to this provision, the Board, shortly after its appointment, notified all carriers subject to the provisions of the act to file their contracts with various classes of employees, and called attention to the requirement that new contracts, and any changes in existing contracts subsequently made, must also be filed with the Board. Most of the carriers responded promptly with copies of their contracts, or informed the Board that none had been made. But subsequent correspondence was necessary to clear up many matters in relation to these contracts, and it was not until the end of the year that the file of contracts was substantially complete.

These contracts, it should be understood, are the collective bargaining agreements covering rates of pay, rules, and working conditions which the act stipulates carriers and employees shall exert every effort to make and maintain. All together there were 3,021 of these on file with the Board on June 30, 1935, and so far as the Board knows, all the agreements in effect on the railroads are included in this number. If any have been overlooked, it is hoped that the publication of the detailed data about the agreements in this report, will bring information to the Board as to any omissions or errors.

Table VI shows how these 3,021 contracts are divided among the classes of carriers and the types of labor organizations. On the class I carriers, of which there are 149 and on which more than 90 percent of all the employees in railroad transportation are engaged, the number of agreements was 2,335, or 77 percent of all the agreements. Class II carriers had 329 agreements, and class III only 18. The switching and terminal companies had 334, and there were 5 agreements with the 2 express companies and the Pullman Co.

Approximately 73 percent of all the contracts were with national labor organizations, as defined in the Railway Labor Act, and these organizations held about 70 percent of the contracts on class I roads, 81 percent in class II roads, and 88 percent of those with switching and terminal companies.

[16] Sec. 3, third (e), amendments of 1934; Public, No. 442, 73d Cong.

On the class III roads, the system associations, or "company unions" were stronger. They held 12 of the 18 agreements; but the total number of employees on these roads is very small, and most of this class of carriers had no agreements at all. The number of contracts held by system associations on all carriers was 718, or 24 percent of the total.

Class I carriers also had 81 agreements with trade unions other than national labor organizations. Most of these were with local unions, some of which were affiliated with national unions whose members generally work in other industries than railroad transportation.

Of 909,249 employees on class I railroads, 646,169, or 71.1 percent, are covered by agreements with national and other trade unions; 218,885, or 24.1 percent, with system associations; and 44,195, or 4.8 percent, are dealt with on an individual basis without agreements.

TABLE VI.—*Agreements covering rates of pay, rules, and working conditions on file with Board July 1, 1935, by classes of carriers and types of labor organizations*

Class of carrier	Number of agreements with			Total
	National labor organizations	System associations	Other [1]	
Class I (149 carriers)	1,652	602	81	2,335
Class II (214 carriers)	265	64	0	329
Class III (280 carriers)	6	12	0	18
Switching and terminal companies (213 carriers)	294	40	0	334
Express and Pullman companies (3 carriers)	5	0	0	5
Total	2,222	718	81	3,021

[1] Labor organizations other than these participating in selection of representatives on National Railroad Adjustment Board.

It has not been possible to tabulate separately the contracts that were in effect in April 1934 and those that were entered into subsequently during the fiscal year 1934–35. The file of old agreements was not completed until 1935, and it was difficult to distinguish those that were new during the year from those that merely changed a few provisions in old agreements. Therefore all the agreements in effect on June 30, 1935, are tabulated together in table VI, and next year a separate tabulation of changes and additions will be begun.

2. CLASSES OF EMPLOYEES COVERED BY CONTRACTS

The extent to which the various crafts and classes of employees on class I roads are covered by these agreements, and the type of organization holding the agreements for each class or craft is shown in table VII.

It will be noted that the engine, train, and yard service employees are fully covered by these wage and rule contracts. Only 5 carriers have no such agreements with the engineers, fireman and brakemen; 8 carriers have none with conductors, and 11 are without agreements for yard service employees. The vast majority of the contracts, about 90 percent are with employees represented by the railroad brotherhoods of these crafts. System associations have made little headway among these employees. From 93 to 99 percent of the employees are covered by Brotherhood agreements.

The main strength of the system associations is among the shop craft employees. Here they hold the contracts on about one-third of the 149 class I railroads. The unions affiliated with the Railway Employees' Department of the American Federation of Labor have contracts on about half these railroads, and about 15 percent of these carriers have no agreements at all with these employees. The roads with no agreements are small carriers.

Stationary firemen, oilers, and the laborers in shops and powerhouses are a class of employees, usually grouped with the shop crafts, to whom the statements in the preceding paragraph do not apply. More than half of the 149 carriers have no agreements at all covering these employees. One national organization holds agreements on 38 railroads, and system associations have agreements on 25 roads.

Telegraphers and signalmen are almost as well covered by agreements with national labor organizations as the train-service employees. Eighty-five percent of the former and 96 percent of the latter are covered by agreements with the national organizations; and only 1.7 percent and 2.3 percent, respectively, do not have any wage and rule agreements.

Although 35 of the 149 carriers have no agreements with their clerical, station, and freight house employees, and 23 have none with maintenance-of-way workers, the total number of the two classes of employees on these roads is small. The national organization of maintenance-of-way employees holds contracts on 98 railroads, while system associations hold agreements on 38 roads. One national labor organization has agreements with 84 class I carriers of the clerical, station, freight, and storehouse employees, and there are system association agreements on 38 roads. The same national organization also has 2 additional agreements with the 2 express agencies.

On the railroads which have marine departments, there are 69 agreements of which national organizations hold 49, system associations 19; while one is held by a local union. Dining-car agreements are divided between system associations and local unions, 47 agreements being held by the former and 34 by the latter.

TABLE VII.—*Agreements between class I carriers and their employees, by craft or class of employees and types of labor organizations, July 1, 1935*

Craft or class of employees	Number of carriers having agreements with—			
	National labor organizations	System associations	Other organizations	No organizations
Engine, train and yard service:	*Number*	*Number*	*Number*	*Number*
Engineers	132	12	0	5
Firemen and hostlers	130	[1] 12	0	8
Conductors	136	8	0	5
Brakemen, flagmen, baggagemen	136	[2] 10	0	5
Yard service employees	132	[3] 28	[4] 15	11
Clerical, station, freight house, store	84	[5] 32	0	35
Telegraphers	109	17	0	23
Signalmen	77	[6] 5	0	68
Dispatchers	67	14	0	68
Maintenance-of-way employees	98	[7] 38	[8] 4	23
Shop crafts:				
Machinists	73	55	1	20
Boilermakers	76	50	1	22
Blacksmiths	73	51	1	24
Sheet-metal workers	75	49	1	24
Electrical workers	69	52	1	27
Carmen	71	54	2	22
Helpers				
Firemen, oilers, powerhouse, shop labor	38	[9] 25	2	85
Marine service:				
Masters, mates and pilots	18	[10] 5	0	
Marine engineers	11	7	1	
Other marine	20	7	0	
Dining-car service:				
Chefs and cooks	0	15	16	
Waiters	0	16	15	
Stewards	0	16	3	
Miscellaneous	9	24	12	
Total	[11] 1,634	602	[11] 75	

[1] Includes 1 separate agreement for colored employees in addition to the agreement held by the national labor organization.
[2] Includes 2 separate agreements for colored employees in addition to the agreement held by the national labor organization.
[3] Includes 2 separate agreements for colored employees in addition to the agreement held by the national labor organization. Includes 20 separate agreements with yard masters in addition to the agreement held by the national labor organization for the other yard-service employees.
[4] Includes 15 separate agreements with yard masters in addition to the agreements held by the national labor organization with other yard-service employees.
[5] Includes 1 separate agreement for the general office employees and 1 for the station forces in addition to the agreements held by the national labor organization for all other clerical, station, and freight-house employees.
[6] Includes 1 separate agreement for the signal foremen in addition to the agreements held by the national labor organization.
[7] Includes 11 agreements for specified groups of maintenance-of-way employees in addition to the agreements held by the national labor organization for all other maintenance-of-way employees.
[8] Includes 3 separate agreements for watchmen and bridge building mechanics in addition to the agreements held by the national labor organization for the other maintenance-of-way employees.
[9] Includes 1 separate agreement for shop laborers in addition to the agreements held by the national labor organization for all other employees in this class.
[10] Includes 1 separate agreement for deck hands in addition to the agreements held by the national labor organization for all other employees in this class.
[11] The figures in these columns are not the same as in the corresponding columns in table VI, because here only the number of carriers having agreements are counted, so that where the carrier has 2 or more agreements with the same class of employees it is counted only once. Also 5 agreements with Pullman and express companies are not included in this table.

3. THE REIGN OF LAW IN LABOR RELATIONS

Table VIII attempts to present the complete data with respect to agreements between class I carriers and the organizations of their employees. Opposite the name of each of the 149 carriers is given the organization that holds the contract for each class of employees in the service of that carrier. System Association agreements are indicated by the abbreviation "s. A.", and abbreviations are used for the names of the various national labor organizations.

It is hoped that the publication of this detailed table will lead both the carriers and the organizations of employees to check any omissions that may show the Board's file of contracts to be incomplete, and also to correct any errors that may have crept into the classification and compilation of the contracts. On account of the large number of companies and the small number of agreements entered into by the other classes of carriers, it is not possible to present the detailed data for any of the roads except class I.

The extent to which rates of pay and rules and regulations for the government of the various classes of employees have been jointly established by representatives of the carriers and representatives of employees is shown in these tables of wage and rule agreements. The significance of these agreements has hitherto been largely overlooked. We desire to emphasize their importance in this report, because the first duty imposed by the Railway Labor Act on carriers and employees is the making and maintaining of such agreements. The extent to which labor relations are governed by such agreements is the measure of the extent to which law, democratically made by employees as well as employers, has been substituted for the rule of economic force and warfare in the railroad industry.

Comparable data on collective bargaining agreements in other industries are lacking, but in very few other large industries are the relations between so great a portion of employers and employees governed by such jointly fashioned and mutually agreed upon contracts. Since the enactment of the Railway Labor Act of 1926, it has become the established policy of practically all railroads to enter into such collective labor contracts with their employees. And the best evidence of this is the fact that written contracts were made with company unions as well as with the regular trade unions.

The absence of strikes in the railroad industry, particularly during the last 2 years when wide-spread strikes, the usual accompaniment of business recovery, prevailed throughout the country, is to be explained primarily not by the mediation machinery of the Railway Labor Act, but by the existence of these collective labor contracts. For, while they are in existence, these contracts provide orderly, legal processes of settling all labor disputes as a substitute for strikes and industrial warfare. Theoretically all disputes are settled by the collective agreements, but of course many differences of opinion arise as to the meaning and application of the agreements. But the National Railroad Adjustment Board or adjustment boards created in lieu thereof by agreement of the parties provides an industrial court for adjudicating these differences, as the civil courts adjudicate differences with respect to business contracts.

The collective agreements are in effect industrial contsitutions and laws adopted by the carriers and their employees for the government of their joint relations, and the adjustment boards are the courts that enforce the laws. Their decisions are final and binding. The National Mediation Board merely facilitates the processes of adopting agreements for the government of labor relations and acts as an election board when representatives are to be chosen.

TABLE VIII.—*Wage and rules agreements between class I carriers and employees filed with the National Mediation Board in accordance with sec. 5, third (e) Railway Labor Act, July 1, 1935*

Railroads	Engineers (1)	Firemen and hostlers (2)	Conductors (3)	Brakemen, flagmen, and baggagemen (4)	Yard service employees (5)	Clerical, station, freight-house, and store, etc. (6)	Telegraphers (7)	Signalmen (8)	Dispatchers (9)	Maintenance of way employees (10)	Shop and powerhouse employees: Machinists (11)	Boilermakers (12)	Blacksmiths (13)	Sheet metal workers (14)	Electrical workers (15)	Carmen and coach cleaners (16)	Firemen, oilers, powerhouse, and shop labor (17)	Marine employees: Masters, mates, and pilots (18)	Marine engineers (19)	Others (20)	Dining car employees: Chefs and cooks (21)	Waiters and pantrymen (22)	Steward (23)	Miscellaneous: All others who are not recorded under other headings (24)
Akron, Canton & Youngstown Ry. Co.	BLE	BLF&E	ORC	BRT	BRT		SA				IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Alabama Great Southern R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	SA	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Alton R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA		BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO				SA	SA	SA	IBEW (1), ISOE (2) SA (1) (3).
Ann Arbor R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA		MMP	ME	ISU (4, 5)				
Atchison, Topeka & Santa Fe Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA	SA	SA	SA	SA	SA	SA	SA	SA	SA	MMP	ME	ISU (6)				
Atlanta & West Point R. R. Co.	BLE	BLE	ORC	BRT	BRT		ORT			SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Atlanta, Birmingham & Coast R. R. Co.	SA	SA	SA	SA	SA	SA	SA			SA	SA	SA	SA	SA	SA	SA								SA (3).
Atlantic Coast Line R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	SA	SA		BMW	SA	SA	SA	SA	SA	SA		MMP	ME		LU	LU	SA	
Baltimore & Ohio R. R. Co.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO	MMP		ILA (12, 13) SA (9)	SA	SA	SA	IASM (7) IMU (8).
Bangor & Aroostook R. R. Co.	SA	SA	ORC	BRT	BRT	BRC	ORT			BMW	SA	SA	SA	SA	SA									
Beaumont, Sour Lake & Western Ry. Co.	BLE	SA	ORC	BRT SA	BRT SA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA		SA	SA		LU	LU		
Bessemer & Lake Erie R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT			SA	SA	SA	SA	SA	SA	SA								IBEW (1) IASM (7).
Boston & Albany R. R.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA					LU	LU		
Boston & Maine R. R.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA	ATDA	BMW LU	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBS&EE				LU	LU	SA	
Burlington-Rock Island R. R. Co.	BLE	BLF&E	ORC	BRT	BRT		SA			BMW														
Cambria & Indiana R. R. Co.																								
Canadian National Lines in New England	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA		BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO			ILA (10)				
Canadian Pacific Lines in Vermont	BLE	BLF&E	ORC	BRT	BRT						IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA					SA	SA		SA (3) (11).
Central of Georgia Ry.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA	SA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Central R. R. Co. of New Jersey	BLE	BLF&E	ORC	BRT	BRT RYNA	BRC SA	ORT	BRSA		BMW	SA	SA	SA	SA	SA	SA	SA			ILA (12)				
Central Vermont Ry., Inc.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Charleston & Western Carolina Ry. Co.	BLE	BLE	ORC	BRT	BRT	SA	ORT		ATDA	SA	SA	SA		SA		SA								
Chesapeake & Ohio Ry. Co.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO			ILA (13)				
Chicago & Eastern Illinois Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Chicago & Illinois Midland Ry. Co.	BLE	BLF&E	ORC	BRT	BRT		ORT				IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Chicago & Northwestern Railway Co.	BLE	BLF&E	ORC	BRT	ORC BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO				LU	LU		ISOE (2) SA (7).
Chicago, Burlington & Quincy R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW SA	SA	SA	SA	SA	SA	SA								
Chicago Great Western R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SUNA	BRC	ORT	BRSA		BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Chicago, Indianapolis & Louisville Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Chicago, Milwaukee, St. Paul & Pacific R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA					SA	SA		
Chicago, Rock Island & Pacific and Chicago, Rock Island & Gulf Ry. Cos.	BLE	BLF&E	ORC	BRT	SUNA SA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	SA	SMWIA	SA	BRCA	IBFO				SA	SA	LU	SA (1) (7).
Chicago, St. Paul, Minneapolis & Omaha Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							IASM (7).
Cincinnati, New Orleans & Texas Pacific Ry. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	SA	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								IBEW (1).
Cleveland, Cincinnati, Chicago & St. Louis Ry.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO				SA	SA	SA	
Clinchfield R. R. Co.	BLE	BLF&E	ORC	BRT		SA	ORT		SA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Colorado & Southern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Columbus & Greenville Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT			BMW	SA	SA	SA	SA		SA								
Copper River & Northwestern Ry. Co.	SA	SA	SA	SA						SA	SA					SA				ILA (13)				
Delaware & Hudson Corporation	SA	BLF&E	ORC	BRT	BRT			BRSA			SA	SA	SA	SA	SA	SA								
Delaware, Lackawanna & Western R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SUNA	SA	ORT	BRSA		BMW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO			ILA (12)				
Denver & Rio Grande Western R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA					SA	SA	SA	
Denver & Salt Lake Ry. Co.	SA	SA	SA	SA	SA		ORT																	
Detroit & Mackinac Ry. Co.	SA	SA	SA	SA	SA																			
Detroit & Toledo Shore Line R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC					IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Detroit, Toledo & Ironton R. R. Co.											IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Duluth, Missabe & Northern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	SA			SA	SA				SA	SA								
Duluth, South Shore & Atlantic Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT			BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA					LU	LU	LU	
Duluth, Winnipeg & Pacific Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT			BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Elgin, Joliet & Eastern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT		ORT	BRSA		BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Erie Railroad Co.	BLE	BLF&E	ORC	BRT	BRT SA	SA	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO	MMP		ILA (12)				
Florida East Coast Ry. Co.	BLE	BLE BLF&E	ORC	BRT	BRT	SA	ORT	SA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Fort Smith & Western Ry. Co.	BLE	BLF&E	ORC	BRT	BRT					BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Fort Worth & Denver City Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA								
Fort Worth & Rio Grande Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA								IBSS&D (14) SA (3, 7).
Georgia & Florida R. R.	BLE	BLF&E	ORC	BRT	BRT		ORT			BMW	IAOM	IBBISB	IBBDF			BRCA								
Georgia Railroad, lessee organization	BLE	BLE BLF&E	ORC	BRT	BRT		ORT			SA	SA	SA	SA	SA	SA	SA								
Georgia Southern & Florida Ry. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	SA	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								IBEW (1).
Grand Trunk Western R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO	MMP	ME	ISU (4) (15)				SA (7).
Great Northern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW SA	SA	SA	SA	SA	SA	SA	SA				LU	SA	SA	SA (1) (7).
Green Bay & Western R. R. Co.	BLE	BLF&E	ORC	BRT	BRT		ORT			BMW	IAOM	IBBISB	IBBDF	SMWIA		BRCA	IBFO							
Gulf & Ship Island R. R. Co.	BLE	BLE	ORC	BRT	BRT	BRC	ORT		SA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Gulf, Colorado & Santa Fe Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA	SA	SA	SA	SA	SA	SA	SA	SA	SA							
Gulf, Mobile & Northern R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Illinois Central R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	SA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Illinois Terminal Co.										BMW														
International-Great Northern R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA				LU	LU		
International Ry. Co. of Maine	BLE	BLF&E	ORC	BRT	BRT						IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA					SA	SA		SA (3) (11).
Kansas City Southern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	SA		SA	SA	SA	SA	SA	SA	SA	SA							SA (3) (7).
Kansas, Oklahoma & Gulf Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT			BMW	SA	SA	SA	SA	SA	SA								
Lake Superior & Ishpeming R. R. Co.	BLE	BLF&E	ORC	BRT	BRT					SA	SA	SA	SA	SA		SA								
Lehigh & Hudson River Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA		BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Lehigh & New England Railroad Co.	BLE	BLF&E	ORC	BRT	BRT				SA	SA	SA	SA	SA	SA	SA	SA	SA							
Lehigh Valley R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SUNA	SA	ORT	BRSA SA		SA	SA	SA	SA	SA	SA	SA	SA			ILA (12) SA (16)				
Long Island R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	SA	BRSA		SA	SA	IBBISB	SA	SMWIA	IBEW	BRCA	SA	SA	SA					
Los Angeles & Salt Lake R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO						SA	SA (7).
Louisiana & Arkansas Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	SA	SA	SA	SA	SA	SA	SA								
Louisiana, Arkansas & Texas Ry. Co.																								
Louisville & Nashville R. R. Co.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA							
Maine Central R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW LU	SA	SA	SA	SA	SA	SA	SA							
Michigan Central R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SUNA RYA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA					SA	SA		
Midland Valley R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW														
Minneapolis & St. Louis R. R. Co.	BLE	BLF&E	ORC	BRT	SUNA	BRC	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								IASM (7).
Minneapolis, St. Paul & Sault Sainte Marie *Ry. Co.*	BLE	BLF&E	ORC	BRT	BRT SUNA RYA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA			SA (18)	LU	LU		
Mississippi Central R. R. Co.	BLE	BLF&E	ORC	BRT	BRT					BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Missouri & North Arkansas Ry. Co.	SA	SA	SA	SA	SA																			
Missouri-Illinois R. R. Co.	SA	SA	SA	SA	SA		ORT				SA	SA	SA	SA	SA									
Missouri-Kansas-Texas Lines	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA				SA	SA		ORT (1) SA (3).
Missouri Pacific R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA		BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO				LU	LU		IBSS&D (14).
Mobile & Ohio R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
Monongahela Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	SA	BRSA	ATDA	SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Montour R. R. Co.	BLE	BLF&E	ORC	BRT	BRT																			
Nashville, Chattanooga & St. Louis Ry.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA		BMW	SA	SA	SA	SA	SA	SA	SA							
Nevada Northern Ry. Co.	SA	SA	SA	SA	SA																			
New Jersey & New York R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO	MMP						
New Orleans & Northeastern R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	SA	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								IBEW (1).
New Orleans, Texas & Mexico Ry. Co.	BLE	SA	ORC	BRT SA	BRT SA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA		SA	SA		LU	LU		
New York Central R. R. Co.	BLE	BLF&E	ORC	BRT	BRT RYA SUNA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO	MMP	SA	ILA (12) SA (4) MMP (21).	LU	LU		
New York, Chicago & St. Louis R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								
New York, New Haven & Hartford R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW SA	SA	IBBISB	SA	SMWIA	SA	SA	SA		SA	ILA (12)	LU	LU	LU	IASM (7) SA (1, 14).
New York, Ontario & Western Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	SA		BMW														
New York, Susquehanna & Western R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	SA	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO	MMP		ILA (12)				
Norfolk & Western Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA	ORT	BMW	SA	SA	SA	SA	SA	SA			ME					
Norfolk Southern R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT			BMW	SA	SA	SA	SA	SA	SA		MMP						
Northern Alabama Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	SA	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA								IBEW (1).
Northern Pacific Ry. Co.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA				SA	SA	SA	SA (1) (7).
Northwestern Pacific R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	SA	SA	SA	SA	SA	SA	SA		MMP	ME	ISU (6)				
Oklahoma City-Ada-Atoka Ry. Co.	BLE	BLF&E	ORC	BRT		SA	ORT			BMW														
Oregon Short Line R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	SA	BMW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO						SA	SA (7).
Oregon-Washington R. R. & Navigation Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO						SA	SA (7).
Panhandle & Santa Fe Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA	SA	SA	SA	SA	SA	SA	SA	SA	SA	MMP	ME	ISU (6)				
Pennsylvania R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	SA	BRSA		SA	SA	SA	SA	SA	SA	SA	SA	MMP SA	SA	SA (21)	SA	SA	SA	
Penna-Reading Seashore Lines	BLE	BLF&E	ORC	BRT	BRT	SA	SA	BRSA		SA	SA	SA	SA	SA	SA	SA	SA							
Pere Marquette Ry. Co.	BLE	BLF&E	ORC	BRT	BRT SUNA	BRC	ORT	BRSA	ATDA	SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO	MMP	ME	ISU (4, 5, 15)				
Pittsburgh & Lake Erie R. R. Co.	BLE	BLF&E	ORC	BRT	BRT RYNA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	SA	AFRW								
Pittsburgh & Shawmut R. R. Co.	BLE	BLF&E	ORC	BRT	BRT					SA														
Pittsburgh & West Virginia Ry. Co.	BLE	BLF&E	ORC	BRT	BRT		ORT			SA														
Pittsburgh, Shawmut & Northern R. R. Co.	BLE	BLF&E	ORC	BRT	BRT		SA																	
Reading Company	BLE	BLF&E	ORC	BRT	BRT	SA	SA	BRSA		SA	AFRW	AFRW	AFRW	AFRW	AFRW	AFRW	AFRW			SA (4) 21	SA	SA		AFRW (19).
Richmond, Fredericksburg & Potomac	BLE	BLF&E	ORC	BRT	BRT RYA	SA	ORT	BRSA	ATDA	BMW														
Rutland R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	SA	SA	SA	SA	SA	SA								
St. Joseph & Grand Island Ry. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	SA	BMW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO						SA	SA (7).
St. Louis, Brownsville & Mexico Ry. Co.	BLE	BLF&E SA	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA				LU	LU		
St. Louis-San Francisco Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA								IBSS&D (14) SA (1, 3, 7).
St. Louis, San Francisco & Texas Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA								IBSS&D (14) SA (1, 3, 7).
St. Louis, Southwestern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	SA	IBBISB	IBBDF	SMWIA	IBEW	SA								
St. Louis, Southwestern Ry. Co. of Texas	BLE	BLF&E	ORC	BRT	BRT				ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	SA								
San Diego & Arizona Eastern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	SA			SA	SA	SA	SA	SA	SA	SA					SA	SA		
San Antonio, *Uvalde & Gulf R. R. Co.*	BLE		ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA				LU	LU		
Seaboard Air Line Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT		ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO SA							
Southern Ry. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA		MMP	ME		LU	LU	SA	*IBEW (1) SA (3, 20).*
Southern Pacific Co., Pacific lines	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA	MMP	ME	ISU (6, 15)				SA (7).
Spokane, International Ry. Co.	BLE	BLF&E	ORC	BRT	BRT																			
Spokane, Portland & Seattle Ry. Co.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT				IAOM	IBBISB	IBBDF	SMWIA	SA	SA	SA							ORT (1) SA (7).
Staten Island Rapid Transit Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	SA	ORT	BRSA		AFRW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Tennessee Central Ry. Co.	BLE	BLF&E	ORC	BRT	BRT		ORT			BMW	IAOM	IBBISB	IBBDF	SMWIA		BRCA	IBFO							
Texas & New Orleans R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC SA	ORT	BRSA	SA	BMW	SA	SA	SA	SA	SA	SA		SA	SA	SA (4, 5)			SA	SA (3).
Texas & Pacific Ry. Co.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA		BMW	SA	SA	SA	SA	SA	SA					SA	SA		LU (3).
Texas Mexican Ry. Co.	SA		SA	SA																				
Toledo, Peoria & Western R. R.																								
Union Pacific R. R. Co.	BLE	BLF&E	ORC	BRT	BRT SA	BRC	ORT	BRSA	SA	BMW SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO						SA	SA (7).
Utah Ry. Co.	BLE	BLF&E	ORC	BRT		SA	ORT		SA		SA	SA			SA	SA								
Virginian Ry. Co.	SA	SA	ORC	BRT	BRT	SA	ORT			SA	SA	SA	SA	SA	SA	SA								
Wabash Ry. Co.	BLE	BLF&E	ORC	BRT	BRT RYA	BRC	ORT	BRSA	ATDA	BMW	SA	SA	SA	SA	SA	SA	SA	MMP	ME	ISU (4, 5)				
Western Maryland Ry. Co.	SA		ORC	BRT	BRT	SA	ORT				SA	SA	SA	SA	SA	SA								
Western Pacific R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	ATDA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA		MMP	ULO	ISU (6)				
Western Ry. of Alabama	BLE	BLE	ORC	BRT	BRT		ORT			SA	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Wheeling & Lake Erie Ry. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT			BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							
Wichita Falls & Southern R. R. Co.	BLE	BLF&E	ORC	BRT																				
Yazoo & Mississippi Valley R. R. Co.	BLE	BLF&E	ORC	BRT	BRT	BRC	ORT	BRSA	SA	BMW	IAOM	IBBISB	IBBDF	SMWIA	IBEW	BRCA	IBFO							

EXPRESS AND PULLMAN COMPANIES

Carrier	Clerical and others	Machinists	Teamsters	Conductors
Railway Express Agency, Inc.	BRC	IAOM	IBTCS&H	
Southeastern Express Co.	BRC			
The Pullman Co.				OSCC.

SYMBOLS OF CRAFTS OR CLASSES NOT LISTED IN CAPTIONS

(1) Telegraph and Telephone Linemen.
(2) Portable Steam Equipment Operators.
(3) Train Porters.
(4) Marine firemen.
(5) Sailors.
(6) *Ferry boatmen.*
(7) Supervisors of mechanics.
(8) Molders.
(9) Float watchmen, bridgemen, bridge operators.
(10) Warf freight handlers.
(11) Sleeping car porters.
(12) Lighter captains.
(13) Longshoremen.
(14) Steamshovel and dredgemen.
(15) Marine cooks, stewards, and culinary workers.
(16) Grain boat employees and marine ship employees.
(18) Dock workers.
(19) Engine terminal employees.
(20) Foundry employees.
(21) Deck hands.

SYMBOLS OF LABOR ORGANIZATIONS

BLE	Brotherhood of Locomotive Engineers.
BLF&E	Brotherhood of Locomotive Firemen and Enginemen.
ORC	Order of Railway Conductors of America.
BRT	Brotherhood of Railroad Trainmen.
SUNA	Switchmens Union of North America.
RYA	Railroad Yardmasters of America.
RYNA	Railroad Yardmasters of North America.
BRC	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
ORT	Order of Railroad Telegraphers.
BRSA	Brotherhood of Railroad Signalmen of America.
ATDA	American Train Dispatchers Association.
BMW	Brotherhood of Maintenance of Way Employees.
IAOM	International Association of Machinists.
IBBISB	International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.
IBBDF	International Brotherhood of Blacksmiths, Drop Forgers, and Helpers.
SMWIA	Sheet Metal Workers International Association.
IBEW	International Brotherhood of Electrical Workers.
BRCA	Brotherhood of Railway Carmen of America.
IBFO	International Brotherhood of Firemen and Oilers, Helpers, Roundhouse and Railway Shop Laborers.
MMP	National Organization of Masters, Mates, and Pilots of America.
ME	National Marine Engineers Beneficial Association.
ISU	International Seaman's Union.
ULO	United Licensed Officers Association.
IBS&EE	Independent Brotherhood of Steam and Electrical Engineers and Assistants.
IBSS&D	International Brotherhood of Steamshovel and Dredgmen.
ISOE	International Union of Steam and Operating Engineers.
IASM	International Association of Supervisors of Mechanics.
ILA	International Longshoremen's Association.
IMU	International Molders Union.
AFRW	American Federation of Railroad Workers
IBTCS&H	International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America.
OSCC	Order of Sleeping Car Conductors.
SA	System Associations (associations and committees confined to single railway system).
LU	Local Union (labor organizations which did not participate in selections of representatives on National Railroad Adjustment Board).

VIII. INTERPRETATION AND APPLICATION OF AGREEMENTS

1. THE NATIONAL RAILROAD ADJUSTMENT BOARD

The amendments of 1934 added a new section to the Railway Labor Act (sec. 3) which created what is in effect an industrial court for the adjudication of disputes involving interpretation or application of wage and rule agreements. It is known as the National Railroad Adjustment Board and its headquarters are fixed by the act to be in Chicago, Ill. This Board consists of 36 members, 18 selected by the carriers and 18 selected by organizations of railway employees which are national in scope. The salaries of these members are paid by the parties that select them; but the salaries of the staff, as well as rent and all other expenses are paid by the Government.

The National Railroad Adjustment Board is divided by the act into four divisions, each of which operates and makes its decisions separately, similar to the divisions of a court. Each division consists of an equal number of management members and labor members and has jurisdiction over different classes of employees:

Division 1 has jurisdiction over train and yard service.

Division 2 has jurisdiction over shop-craft employees.

Division 3 has jurisdiction over station, tower, and telegraph employees, signalmen, clerks, freight handlers, express, station and store employees, maintenance-of-way workers, and sleeping-car conductors, porters, maids, and dinning-car employees.

Division 4 has jurisdiction over marine employees and all other employees not included under the first three divisions.

Each of these divisions consists of 10 members, except no. 4 which has 6 members.

When disputes arise "growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions", the act provides they "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, the disputes may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes." Parties may be heard in person, by counsel, or by other representatives, and the Board must give due notice of all hearings to carriers and employees involved in the disputes. If any division deadlocks and is unable to agree on an award, a referee must be selected by the division, or appointed by the National Mediation Board, to sit with the division and render an award.

2. SYSTEM AND REGIONAL ADJUSTMENT BOARDS

At the time the National Railroad Adjustment Board was created by law, there were in existence some 300 regional and system boards of adjustment set up by voluntary agreement of carriers and employees' organizations for the purpose of interpreting and applying

agreements. These, although composed of an equal number of management and employee members, made no provision for neutral referees. Some of them had been created under the authority of the Transportation Act of 1920 but they did not begin to operate on a large scale until after the Railway Labor Act of 1926 was enacted, and most of the adjustment boards were established after 1926.

The weaknesses of these voluntary adjustment boards that section 3 was intended to correct were three:

1. Some carriers did not join with representatives of employees in agreements to create such boards, leaving some agreements without tribunals for interpreting and applying them.

2. There were no means of enforcing decisions of the Board if either party refused to obey them.

3. A large number of cases were deadlocked and there was no way of getting the cases decided when representatives of the two parties, equal in number, disagreed.

Section 3 of the amended act attempts to overcome these difficulties, first, by giving the National Railroad Adjustment Board jurisdiction over all disputes involving interpretation or application of agreements, except where by mutual agreement a system or regional board may be functioning under the law; second, by providing that decisions of any division of the National Adjustment Board may be enforced by civil suits in Federal district courts; and, third, by providing that if any division deadlocks and is unable to decide a case, a referee shall be appointed to sit as a member of the division and render a decision. The referee is to be agreed upon by the other members, but if they cannot agree in selecting one, he is appointed by the National Mediation Board.

When the National Railroad Adjustment Board was organized and its divisions began to operate in the fall of 1934, most of the regional and system boards that had been set up by agreement went out of existence. But some boards have continued to operate under section 3, second, which provides that nothing in the section shall prevent the establishment of system, group, or regional adjustment boards by agreement of carriers and representatives of employees selected in accordance with the act.

Exact information as to the number of these boards now operating is not available. There have been filed with the National Mediation Board during the year agreements setting up 17 such adjustment boards, 9 of them on one railroad system. One establishes a regional board including three railroad systems. Five were agreed to by national labor organizations and 12 are with system associations. Two of the latter contain provisions for referees, and three of the agreements with national organizations make no provisions for referees. During the year the National Mediation Board appointed referees at the request of two of these boards. These referees have been paid by the parties, whereas the referees of the National Railroad Adjustment Board are paid out of Government funds.

3. WORK OF THE NATIONAL RAILROAD ADJUSTMENT BOARD

A detailed report of the organization and operations of the National Railroad Adjustment Board as submitted by that Board and each of its divisions, is attached to this report as appendix A. These reports

also include an accounting of all moneys appropriated by Congress, as required by the act.

Following is a summary of the work of the four divisions of the Adjustment Board compiled from the detailed appended reports:

TABLE IX.—*Number of cases received and disposed of by the National Railroad Adjustment Board, 1934–35*

	Division 1	Division 2	Division 3	Division 4	All divisions
Cases received, 1934–35	1,590	9	150	4	1,753
Awards issued	394	1	81	3	479
Heard and withdrawn	3	0	0	0	3
Withdrawn, not heard	98	0	3	0	101
Cases disposed of	495	1	84	3	583
Open cases, June 30, 1935	1,095	8	66	1	1,170
Heard and undecided	182	8	23	0	213
Docketed to be heard	913	0	43	1	957
Total cases heard	579	9	109	3	700
Decided without referee	314	1	60	3	378
Decided with referee	80	0	21	0	101

It will be noted that a total of 1,753 cases were received by the 4 divisions during the fiscal year. Of this number 583 were finally disposed of; 101 being withdrawn before a hearing could be held, 3 heard and withdrawn, and 479 finally decided and awards issued. This left 1,170 cases on the open docket at the end of the fiscal year, June 30, 1935. Of this number 213 had already been heard but were still undecided, leaving 957 cases on the open docket to be heard.

The total number of cases heard during the year, both decided and undecided, was 700. And of the 479 awards issued, 378 were decided by the regular members of the board without the aid of a referee, while in 101 cases, the management and labor members deadlocked and a referee was needed to reach a decision.

Two referees were appointed by the National Mediation Board during the year at the request of division 1. The referee for division 3 was agreed upon by the members of that division.

The nature of the disputes adjudicated by the Adjustment Board may be gathered from table III in the report of division 1, which classified the cases by subject matter. The largest number of cases decided involved extra or additional service required of employees outside of their regular assignments. About 80 claims with respect to compensation, seniority rights and other matters provided by the agreements when such additional service is assigned to employees, that could not be settled in conference between management and representatives of employees, had to be heard and decided by this division, in accordance with the terms of the agreements.

Fifty-eight disputes required interpretation of agreement rules with respect to deadheading; and 32 involved "conversion rules", that is changing conditions of employment while a crew is out on a run, as when types of engines are changed en route, or when through freights are changed to local, etc.

Claims that rates of pay fixed in agreements were improperly applied were decided in 18 cases; and claims for time lost in violation

of agreements in another 18 cases. Guarantees of daily wages, or days to be worked in a week or month were involved in 19 cases.

In 15 cases complaints of improper discipline were reviewed, demerits and suspensions being protested in 5, and requests for reinstatement after discharge in 10.

The rest of the cases involved a wide variety of rules and working conditions contained in agreements, such as personal conveniences, bulletins, circus train movements, held away from home terminals, hours of service rules, terminal delays, work, wreck, and snow service, etc., with respect to each of which a few disputes were decided as to the meaning of the rules.

The number of cases handled by the Adjustment Board during the year, and the pending cases at the end of the year may seem so large as to give some concern. But as is indicated in the reports of the divisions, there was an accumulation of pending and unadjusted cases at the time the divisions began their work. And it is to be hoped that as authoritative interpretations of the various rules in the agreements are handed down, these will be followed in adjusting disputes as they arise, and the number of cases going to the National Railroad Adjustment Board will thus be reduced to a reasonable proportion.

IX. ORGANIZATION AND FINANCES OF NATIONAL MEDIATION BOARD

1. ORGANIZATION

The Members of the National Mediation Board, three in number, are appointed by the President with the advice and consent of the Senate. The terms of office (except in case of vacancy occurring) are for 3 years, one Board member being appointed each year. The Board annually designates one of its members to act as chairman.

Administration of the affairs of the Board, and subject to its direction, is in charge of the secretary. In addition to the secretaries to the members of the Board and the office staff of the secretary, there is a technical and statistical division with a chief and an assistant, both of whom also assist in the investigation of representation disputes and in taking secret ballots of employees. The regular staff of mediators consists of six men, who together with the members of the Board mediate disputes and also investigate representation cases and conduct elections.

2. FINANCIAL STATEMENT

During the current fiscal year the Board reorganized its office force and abolished the positions of legal adviser and assistant to the chairman, and digester-analyst, with a view to increasing its field force of mediators during the next fiscal year; approval for two additional mediators having been authorized by Congress.

These changes made it possible to perform the new duties imposed on the Board in connection with representation disputes by the amendments of 1934 with very little additional expense. Increased efficiency resulting from the reorganization also enable the Board to avoid the appointment of emergency and arbitration boards by settling more disputes directly; and thus substantial savings were effected in the expenditures for both of these as compared with preceding years.

On account of lending some of the funds of the Board to the National Railroad Adjustment Board prior to receipt of its appropriation, it was necessary to make some transfers in our appropriations as shown in table X, notes 1 and 2.

It was also necessary for the Board to obtain a deficiency appropriation of $1,750 for the account of printing and binding because of having to print notices of elections and ballots for the elections provided by the new section 2, ninth, of the amended Railway Labor Act.

TABLE X.—*Financial statement, fiscal year 1934–35*

Regular appropriations:	
Salaries and expenses, National Mediation Board	[17] $124,764
Printing and binding, National Mediation Board	[18] 800
Total operating	125,564
Salaries and expenses, arbitration boards	[19] 36,444
Emergency boards, Railway Labor Act	[19] 64,073
Total	226,081
Deficiency appropriations:	
Printing and binding, National Mediation Board	1,750
Grand total	227,831
Expenditures:	
Salaries, National Mediation Board	90,475
Expenses incidental to travel	23,159
Printing and binding	1,514
Other operating expenses	9,468
Total operating expenses	124,616
Expenses of arbitration boards	1,711
Expenses of emergency boards	1,080
Grand total	127,407
Unexpended balances:	
Operating expenses of National Mediation Board	10,386
Expenses of arbitration boards	34,733
Expenses of emergency boards	55,305
Total returns to Treasury	100,424

[17] In addition to the $124,764 appropriated for salaries and expenses $7,569 was transferred to this account from the appropriation, "Salaries and expenses, emergency boards."
[18] In addition to the $800 appropriated for printing and binding $120 was transferred to this account from the appropriation "Salaries and expenses, emergency boards."
[19] Reappropriations.

APPENDIX A

FIRST ANNUAL REPORT OF THE NATIONAL RAILROAD ADJUSTMENT BOARD, CHICAGO, ILL., 1935

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

MACY NICHOLSON, *Chairman*
D. W. HELT, *Vice Chairman*

ABRIEL, W. C.
ALLISON, R. H.
ANDERSON, J. A.
BISHOP, WILLIAM
BISSETT, T. J.[1]
BREMERMAN, D. H.
BROWN, WILLIAM S.
CARR, H. J.
CARTER, PAUL
COOK, C. C.
COWLEY, F. F.
DEAL, C. W.
DUGAN, GEORGE H.
EDRINGTON, R. E.
FORD, E. I.[2]
FOWLER, E. W.
HAMNER, E. J.
HANCOCK, A. J
HASSETT, M. W.
HEDGES, O. K.[1]
HUDSON, W. C.
JONES, A. H.
KNIGHT, F. H.[1]
LEWIS, FRED
LUNDERGAN, JOHN[1]
MACGOWAN, CHARLES J.
MCDONALD, L. L.
MCGLOGAN, C. J.
NEILL, CHARLES P.
NOONAN, J. J.
ORAM, G. H.
PECK, C. E.
POTTS, W. J.
ROLFE, M. F.
SHEPPARD, L. E.[2]
SHEPLAR, CHARLES M.[1]
STOUT, A. F.
SYLVESTER, J. H.
WALTHER, A. G.
WICKLEIN, L. M.[1]
WILDS, JOHN S.
WRIGHT, GEORGE.

STATEMENT REGARDING WORK OF THE BOARD

On June 21, 1934, by the passage of Public, No. 442, Seventy-third Congress, there was created the National Railroad Adjustment Board, consisting of 36 members, 18 of whom were to be selected by the carriers and 18 by labor organizations, national in scope; they to be compensated by the party or parties they represent.

Members of the National Railroad Adjustment Board, selected in accordance with the act, met in Chicago, Ill., on July 30, 1934, organized, and adopted rules of procedure, following which the respective divisions met, organized, and elected officers.

The work of each division of the National Railroad Adjustment Board was unfortunately delayed because of lack of necessary funds to purchase office equipment and to provide suitable quarters in Chicago, Ill., in accordance with the provisions of the act. As a result thereof, hearings on cases did not begin until December 3, 1934.

The National Railroad Adjustment Board during the fiscal year 1935 received and disposed of cases as follows:

Number of cases received		1,753
Number of awards issued	479	
Number of cases withdrawn	104	
		583
Number of cases remaining on dockets		1,170

[1] Resigned.
[2] Deceased.

Accounting of all moneys appropriated by Congress for the fiscal year 1935, pursuant to the authority conferred by "an act to amend the Railway Labor Act, approved May 20, 1926" [approved June 21, 1934]

Appropriation:	
Salaries and expenses, National Railroad Adjustment Board, National Mediation Board	$150,000.00
Expenditures:	
Salaries	48,343.72
Supplies	8,516.95
Telegraph service	94.66
Telephone service	958.42
Postage	30.70
Travel and subsistence	2,248.30
Transportation of things	86.20
Printing and binding	497.30
Light	271.92
Rent	14,770.74
Repairs and alterations	8,481.40
Special and miscellaneous	532.54
Equipment	39,682.43
Total expenditures	124,515.28
Unexpended balance	25,484.72

Organization, National Railroad Adjustment Board, Government employees, salaries and duties

ADMINISTRATIVE

Name	Title	Salary per annum	Amount paid	Duties
Howard, Leland	Administrative officer.	$4,000	$2,540.95	Under direction of Board, administers its governmental affairs.
More, Lala K	Clerk-stenographer	2,000	937.99	Secretarial, stenographic, and clerical.
House, Beatrice E	Telephone operator	1,440	136.00	Operates switchboard and serves as information clerk.
Sachs, Solomon	Messenger	1,080	267.00	Usual duties of messenger.
Total			3,881.94	

FIRST DIVISION

McFarland, Thomas S	Executive secretary	$4,200	$2,886.60	Administration of affairs of Division and subject to its direction.
Young, Herbert W	Assistant executive secretary.	3,200	2,319.90	Assists executive secretary.
Frohning, Wm. C	Principal clerk-stenographer.	2,300	647.80	Digests and briefs cases and awards, takes hearings, etc.
Anderson, Ellie D	Clerk-stenographer	2,000	1,449.90	Secretarial, stenographic, and clerical.
Bishop, Willetta	do	2,000	689.96	Do.
Burd, Katherine	do	2,000	568.58	Do.
Carmody, Lenore M	do	2,000	1,133.26	Do.
Cressey, C. B	do	2,000	689.96	Do.
Dixon, Thomas L	do	2,000	594.96	Do.
Fostoff, Evelyn F	do	2,000	726.90	Do.
McFarland, Isabelle	do	2,000	1,159.65	Do.
Mayberry, Margaret E	do	2,000	689.96	Do.
Schofield, Amelia	do	2,000	689.96	Do.
Walden, Wm. G	do	2,000	5.27	Do.
Refund to Train Service Board of Adjustment (Eastern) and Western Association of Railway Executives for salaries paid for August and September 1934, as follows:				
McFarland, Thomas S			616.66	
Young, Herbert W			450.00	
Anderson, Ellie D			300.00	

Organization, National Railroad Adjustment Board, Government employees, salaries and duties—Continued

FIRST DIVISION—Continued

Name	Title	Salary per annum	Amount paid	Duties
REFEREES				
Fennell, Thos. F., Mar. 10 to 30 and Apr. 1 to 15, 1935, at $75 per day.			$1,687.50	Sat with Division as member to make awards, upon failure of Division to agree or secure majority vote.
Swacker, Frank M., May 9 to 31 and June 1 to 8, 1935, at $75 per day.			2,268.75	Do.

SECOND DIVISION

Mindling, John L.	Executive secretary.	$4,200	$2,886.60	Administration of affairs of Division and subject to its direction.
Bassett, Rose	Clerk-stenographer.	2,000	726.90	Secretarial, stenographic, and clerical.
Burke, M. Grace	do	2,000	1,449.90	Do.
Corrigan, Edna C.	do	2,000	166.66	Do.
DeRossett, Roy A.	do	2,000	77.77	Do.
Leary, Mildred J.	do	2,000	1,133.26	Do.
McGinnis, Helen C.	do	2,000	94.44	Do.
Purcell, Thos. F.	do	2,000	1,112.15	Do.
Williams, Dorothy M.	do	1,620	229.50	Do.
Do	do	2,000	133.33	Do.
Reed, Ruth M.	do	1,620	108.00	Do.

THIRD DIVISION

Johnson, Howard A.	Executive secretary.	$4,200	$2,886.60	Administration of affairs of Division and subject to its direction.
Coad, Mary E.	Clerk-stenographer.	2,000	1,449.90	Secretarial, stenographic, and clerical.
Klenzendorf, Frances E.	do	2,000	333.32	Do.
Latourelle, Ruth M.	do	2,000	227.76	Do.
Lightner, Hazel I.	do	2,000	568.58	Do.
O'Connor, John M.	do	2,000	642.46	Do.
Smith, Rose H.	do	2,000	658.30	Do.
Talbott, Alcaeus H.	do	2,000	969.59	Do.
Toczyl, Josephine T.	do	2,000	499.98	Do.
Tummon, A. Ivan	do	2,000	1,133.26	Do.
Zienter, Russell J.	do	2,000	205.55	Do.
Morse, Frances	do	1,620	229.50	Do.
Refund to Western Association of Railway Executives for salaries paid for August and September 1934, as follows: Johnson, Howard A.			600.00	
REFEREE				
Samuell, Paul, May 5, 6, 7, 9, 14, 15, 16, 27, 28, and 29 and June 5, 6, 7, 13, 14, 18, 19, 24, 25 and 26, 1935, 20 days at $75.			1,500.00	Sat with Division as member to make awards, upon failure of Division to agree or secure majority vote.

FOURTH DIVISION

Parkhurst, Raymond B.	Executive Secretary.	$4,200	$2,886.60	Administration of affairs of Division and subject to its direction.
Dirie, Elizabeth A.	Clerk-stenographer.	2,000	199.99	Secretarial, stenographic and clerical.
Zimmerman, R. Hazel	do	2,000	1,159.65	Do.
Refund to Western Association of Railway Executives for salaries paid for August and September 1934, as follows: Parkhurst, Raymond B.			616.66	
Total salaries paid fiscal year 1935.			48,343.72	

ORGANIZATION AND JURISDICTION OF THE FIRST DIVISION

The First Division of the National Railroad Adjustment Board has jurisdiction conferred upon it by the amendment to the act "over disputes involving train- and yard-service employees of carriers; that is, engineers, firemen, hostlers, and outside hostler helpers, conductors, trainmen, and yard-service employees."

The First Division consists of 10 members, 5 of whom have been selected and designated by the carriers, and 5 selected and designated by the national railroad labor organizations of employees. The members receive their compensation from the railroads and the respective railway labor organizations by whom appointed.

The First Division of the National Railroad Adjustment Board met immediately following the meeting of the entire Board, to wit, on July 31, 1934, and organized by the selection of a chairman, a vice chairman, and a secretary, in accordance with section 3, subdivision (u) of the act.

The personnel of this Division as organized under the Railway Labor Act as amended, and with subsequent changes in membership, follows: Macy Nicholson, chairman; Wm. Bishop, vice chairman; Walter G. Abriel; T. J. Bissett;[20] D. H. Bremerman; Paul M. Carter; R. E. Edrington; O. K. Hedges;[21] W. C. Hudson; Fred W. Lewis; John Lundergan;[23] G. H. Oram; M. F. Rolfe; L. E. Sheppard,[24] T. S. McFarland, secretary.

The First Division of the National Railroad Adjustment Board took over the work of the four regional boards, adding thereto representation of many railroads not parties to any of the regional boards, and adding, also, the Switchmen's Union of North America as a party to the First Division.

The abolition of these four regional boards left, pending and unadjusted, approximately 1,200 cases for the First Division, which cases had to be revamped to conform reasonably to the requirements of this Division, and submitted to it.

Congress did not provide funds for the operation of the Board; therefore, instead of starting operations promptly after July 31, 1934, it was not until December 3, 1934, that the First Division began hearing cases in temporary quarters, with limited funds borrowed from the National Mediation Board.

At that time there were more than 600 cases on hand involving disputes between the carriers and their employees, which were subject to the jurisdiction of the First Division, and which were presented for settlement by this Division.

This accumulation has steadily increased, with the result that, at the end of the fiscal year there remained on hand to be heard 913 cases, and this excess is increasing.

Government officers and employees; salaries and duties

FIRST DIVISION

Name	Title	Salary per annum	Amount paid to June 30, 1935	Duties
McFarland, Thomas S	Executive secretary	$4,200	$2,886.60	Administration of affairs of division and subject to its direction.
Young, Herbert W	Assistant executive secretary.	3,200	2,319.90	Assists secretary.
Frohning, William C	Principal clerk-stenographer.	2,300	647.80	Digests and briefs cases and awards, takes hearings, etc.
Anderson, Ellie D	Clerk-stenographer	2,000	1,449.90	Secretarial, stenographic, and clerical.
Bishop, Willetta	do	2,000	689.96	Do.
Burd, Katherine	do	2,000	568.58	Do.
Carmody, Lenore M	do	2,000	1,133.26	Do.
Cressey, C. B	do	2,000	689.96	Do.
Dixon, Thomas L	do	2,000	594.96	Do.
Fostof, Evelyn F	do	2,000	726.90	Do.
McFarland, Isabelle	do	2,000	1,159.65	Do.
Mayberry, Margaret E	do	2,000	689.96	Do.
Schofield, Amelia	do	2,000	689.96	Do.

[20] Resigned; replaced by O. K. Hedges, Nov. 24, 1934.
[21] Resigned; replaced by R. E. Edrington, Dec. 12, 1934.
[23] Resigned; replaced by Paul M. Carter, Jan. 31, 1935.
[24] Deceased; replaced by G. H. Oram, Oct. 8, 1934.

Organization, National Railroad Adjustment Board, Government employees, salaries and duties—Continued

FIRST DIVISION—Continued

Name	Title	Salary per annum	Amount paid	Duties
Walden, William G	Clerk-stenographer	$2,000	$5.27	Secretarial, stenographic, and clerical—Continued.
Refund to Train Service Board of Adjustment (Eastern) and Western Association of Railway Executives for salaries paid for August and September, 1934, as follows:				
McFarland, Thomas S			616.66	
Young, Herbert W			450.00	
Anderson, Ellie D			300.00	
REFEREES				
Fennell, Thomas F., Mar. 10 to 30 and Apr. 1 to 15, 1935, at $75 per day.			1,687.50	
Swacker, Frank M., May 9 to 31 and June 1 to 8, 1935, at $75 per day.			2,268.75	
Total			19,575.57	
Other expenditures, rent and alterations.			6,708.24	

The two sums shown in the foregoing represent the actual expenditures by the First Division for salaries and for rent and alterations.

In addition, there was spent by the four divisions approximately $52,919.42, covering the purchase of service, supplies, equipment, printing and binding, etc. This amount is carried as a general expenditure, and no part of it is charged to any specific division; therefore, this report cannot show the actual or the proportionate amount of this sum which was used for the account of the First Division.

TABLE I

SECTION 1

Number of cases docketed	1,590
Heard (including 3 withdrawn)	579
Heard and withdrawn, 3 (included above).	
Withdrawn (not heard)	98
To be heard	913
Total dockets received by First Division	1,590

SECTION 2

Number of cases heard	579
Heard and decided by First Division	314
Heard, deadlocked, and decided by First Division with referee (see sec. 3 for details)	80
Total awards (see table III for details)	394
Heard, deadlocked, undecided	46
Heard and undecided	136
Heard and withdrawn	3
Total hearings	579

TABLE I—Continued

SECTION 3.—CASES DEADLOCKED ON FIRST DIVISION, FISCAL YEAR, 1934-35

Road	Organization	Number
Atchison, Topeka & Santa Fe (coast)	C & T	3
Atchison, Topeka & Santa Fe (proper)	C & T	16
Do	E & F	6
Atlantic Coast Lines	E-F-C-T	2
Do	C & T	3
Do	T	4
Camas Praire	T	1
Chicago, Burlington & Quincy	F	10
Colorado & Southern	E & F	16
Central of Georgia	E	3
Louisville & Nashville	E	1
Louisiana & Arkansas	E	1
Northern Pacific	C	5
Do	T	24
Oregon Short Line	C & T	4
Do	T	7
Ogden Union Ry. & Depot Co	T	4
Port Terminal R. R	T	1
Pittsburgh & Lake Erie	T	2
Texas & Pacific	F	3
Do	E	1
Do	C	2
Wabash R. R	F	7
Total		126

TABLE II

SECTION 1

TABLE OF NUMBER OF CASES FILED WITH THE FIRST DIVISION BY EACH RAILROAD (ALPHABETICALLY)

Railroad:	Docketed
Alton	2
Atchison, Topeka & Santa Fe (coast)	88
Atchison, Topeka & Santa Fe (proper)	116
Atlantic Coast Lines	10
Baltimore & Ohio	62
Bessemer & Lake Erie	3
Boston & Maine	45
Burlington-Rock Island	2
Camas Prairie	2
Central of Georgia	19
Central of New Jersey	2
Chesapeake & Ohio	56
Chicago, Burlington & Quincy	201
Chicago & Eastern Illinois	6
Chicago Great Western	1
Chicago, Milwaukee, St. Paul & Pacific (east)	11
Chicago & North Western	16
Chicago, Rock Island & Pacific	4
Chicago Union Station Co	1
Cleveland, Cincinnati, Chicago & St. Louis	1
Colorado & Southern	110
Denver & Rio Grande Western	91
Des Moines Union	1
Duluth, Missabe & Northern	29
Erie	3
Fort Smith & Western	4
Georgia & Florida	5
Gulf Coast & Santa Fe	10
Illinois Central	6
International-Great Northern	17
Lehigh Valley	1
Los Angeles & Salt Lake	2
Louisiana & Arkansas	6

TABLE II—Continued

SECTION 2—Continued

TABLE OF NUMBER OF CASES FILED WITH THE FIRST DIVISION BY EACH RAILROAD (ALPHABETICALLY)—continued

Railroad—Continued.	Docketed
Louisville & Nashville	21
Maine Central	1
Midland Valley	1
Minneapolis, St. Paul & Sault Ste. Marie	19
Missouri-Kansas-Texas	26
Missouri Pacific	1
Mobile & Ohio	6
New York Central (east)	26
Northern Pacific	92
Northwestern Pacific	3
Ogden Union	6
Oregon Short Line	45
Oregon-Washington R. R. & Navigation Co	3
Pittsburgh & Lake Erie	5
Port Terminal R. R. Association	1
St. Louis-Southwestern	10
San Antonio, Uvalde & Gulf	1
Seaboard Air Line	16
Southern Pacific (Pacific System)	11
Tennessee Railroad	1
Terminal R. R. Association of St. Louis	14
Texas & Pacific	269
Union Railway Co	4
Wabash	73
Western Pacific	1
Yazoo & Mississippi Valley	1
Total	1,590

SECTION 2

TABLE OF NUMBER OF CASES FILED WITH THE FIRST DIVISION CLASSIFIED BY ORGANIZATIONS

Engineers and firemen	260
Engineers	102
Firemen	342
Conductors and trainmen	398
Conductors	109
Trainmen	318
Engineers-firemen-conductors-trainmen	47
Engineers-firemen-trainmen	10
Engineers-conductors-trainmen	1
Engineers-conductors	2
Switchmen's Union of North America	1
Total	1,590

TABLE III.—*Cases decided by first division classified as to subject matter (this includes 346 duplications)*

Additional service:	
Before and after assignment	22
Change in class of service	3
Outside of assigned service or territory	7
Switching or other work at terminals	33
While enroute	14
Work-train service	1
Agreements:	
Personal conveniences	3
Special rules and practices	13
Supplying engines—coal, oil, water, etc	1

TABLE III.—*Cases decided by first division classified as to subject matter (this includes 346 duplications)*—Continued

	Docket
Assignments:	
Cancelation of	2
Change in service	18
Change in terminals	5
Days not used	3
Mileage or earnings of claimed	8
Baggage, mail, and express	4
Bulletins	7
Called and released	6
Calling crews	3
Circus-train movements	2
Combination service	30
Constructive mileage	1
Contractors' construction service	1
Continuous time claims:	
General	6
Turn-around service	3
When tied up under law	1
When tied up by impassable track	2
When tied up at outside points	2
When tied up after work service	1
Conversion rules	32
Court attendance	2
Crew as a unit	2
Crews—consist of	3
Deadheading:	
After tie-up	1
Combined with service	1
Exercising seniority	21
For relief service	9
General	22
Mileage or rates applicable	1
To supplement extra list	3
Differential rates	1
Discipline:	
Demerits and suspensions	5
Reinstatements	10
Doubleheading:	
Freight	3
Passenger	1
Doubling, at terminals	1
Electric and motor service	4
Engine service:	
Inspection and preparatory work	1
Messengering	2
Shop-engine operations	1
Watching engines	2
Guarantees:	
Daily—rates and miles	3
Days not used	5
Earnings lost when off assignment	3
In addition to other service	5
Held away from home terminal	7
Helper and pusher service	9
Hose—Coupling and uncoupling	1
Hostling service:	
General	8
Maintenance o	13
Rates applicable	8
Requirements in addition to	3
Hours-of-service rules	8
Instruction—Propriety or lack of	3
Investigations	1
Mileage	14

TABLE III.—*Cases decided by first division classified as to subject matter (this includes 346 duplications)*—Continued

	Docket
Mileage-and-earnings limitation	10
Overtime	10
Pilot service	4
Rates—Application of:	
For engines based on weight	2
Local freight service	1
Mixed train service	2
Passenger service	4
Special rates and allowances	5
Through-freight service	2
Transfer service	2
Runarounds	29
Running through terminals	22
Seniority rights—Claims	11
Switching:	
Terminals—Freight	43
Terminals—Passenger	8
Turning engines	1
Terminals—Change in location	1
Terminal delays	13
Time lost:	
Held out of service	5
Under seniority rules	10
When not called	3
Turnaround service:	
Freight	2
Passenger	2
Work, wreck, and snow service	19
Yard service:	
Assignments	4
Bulletins	1
Combination yard and road service	5
Crew consist	2
General	2
Herders	1
Pilot service	6
Rates applicable	1
Reduction in service	3
Seniority rights—Claims	9
Starting and stopping points and time	3
Switching or other work by road crews	31
Switchtenders	4
Time lost—Various causes	6
Working more than one shift	13
Working outside yard limits	8
Work-train service	3
Working two classes of service	4
Yardmasters	2

Respectfully submitted.

WM. BISHOP, *Chairman.*

MACY NICHOLSON,
Chairman to July 1, 1935.

Attested:

T. S. MCFARLAND, *Secretary.*

SECOND DIVISION

J. A. ANDERSON, *Chairman.*
HARRY J. CARR, *Vice Chairman.*
GEORGE H. DUGAN.
M. W. HASSETT.
F. H. KNIGHT.[3]
CHARLES J. MACGOWAN.
C. J. MCGLOGAN.
C. E. PECK.
A. G. WALTHER.
L. M. WICKLEIN.[4]
JOHN S. WILDS.
GEORGE WRIGHT.

[3] Resigned; replaced by John S. Wilds Dec. 3, 1934.
[4] Resigned; replaced by C. J. McGlogan May 2, 1935.

Government employees, salaries, and duties—Second division

Grade	Name	Title	Salary per annum	Amount paid to June 30, 1935	Duties
11	Mindling, John L	Executive secretary	$4,200	$2,886.60	Administration of affairs of division and subject to its direction.
5	Bassett, Rose	Clerk-stenographer	2,000	726.90	Secretarial, stenographic and clerical.
5	Burke, M. Grace	do	2,000	1,449.90	Do.
5	Corrigan, Edna C	do	2,000	166.66	Do.
5	DeRossett, Roy A	do	2,000	77.77	Do.
5	Leary, Mildred J	do	2,000	1,133.26	Do.
5	McGinnis, Helen C	do	2,000	94.44	Do.
5	Purcell, Thomas F	do	2,000	1,112.15	Do.
5	Williams, Dorothy M.[1]	do	2,000	133.33	Do.
3	Williams, Dorothy M.[1]	do	1,620	229.50	Do.
3	Reed, Ruth M	do	1,620	108.00	Do.
	Total			8,118.51	

[1] Resigned position as clerk-stenographer (Grade 3, salary $1,620, per annum), June 6, 1935; reappointed to position of clerk-stenographer (grade 5, salary $2,000 per annum), June 7, 1935.

EXPENDITURE OF FUNDS OF THE NATIONAL RAILROAD ADJUSTMENT BOARD FOR OFFICE QUARTERS OCCUPIED BY THE SECOND DIVISION

Office quarters are provided under a lease agreement between the National Railroad Adjustment Board and Isa W. Kahn. Prior to May 21, 1935, temporary quarters were occupied under this agreement; subsequent to May 21, 1935, permanent quarters have been occupied. To June 30, 1935, total rental payment under the lease agreement of $14,770.74 has been made. The second division occupies 28.85 percent of the space under the lease. Its proportion of the rental payment therefore is (28.85 percent of $14,770.74) $4,261.36.

In addition to an annual rental for the permanent quarters of the Board of $33,500 provided for in the lease agreement, article 8 thereof stipulates that a sum not in excess of 25 percent of the first year's rental shall be paid toward the cost of alterations necessary to fit the premises for the purposes of the Board; said sum to be in lieu of, and to relieve the Government from, any expenditure or cost for restoration of the premises upon expiration of the lease. Under this provision of the agreement, the National Railroad Adjustment Board paid, prior to June 30, 1935, $8,375. The second division's proportion of this sum is (28.85 percent of $8,375) $2,416.19. Total payment for quarters of the second division to June 30, 1935, $6,677.55.

REPORT OF CASES DOCKETED AND DISPOSITION, SECOND DIVISION

Cases received and awards made

Award no.	Case no.	Description	Railway	Organization	Disposition
1	1	Request for reinstatement of John W. Day, shop laborer, Burnham Shops, Denver, Colo., with seniority unimpaired and payment for time lost.	D. & R. G. W.	BofMofWE.	Reinstated with full seniority rights but without pay for time lost.

Cases deadlocked and awards rendered with aid of referee, none.

Cases awaiting action June 30, 1935

Case no.	Date received	Parties involved	Date of hearing
2	Apr. 30, 1935	Erie R. R. Co.—International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.	May 14, 1935.
3	May 2, 1935	Texas & Pacific Ry. Co.—International Association of Machinists.	June 4, 5, 6, 1935.
4	do	Texas & Pacific Ry. Co.—International Association of Machinists.	June 7, 1935.
5	May 7, 1935	Missouri Pacific R. R. Co.—International Association of Machinists.	May 27, 1935.
6	do	do	Do.
7	May 13, 1935	do	Do.
8	June 12, 1935	Missouri-Kansas-Texas R. R. Co.—International Association of Machinists.	June 24, 1935.
9	do	Missouri Pacific R. R. Co.—Brotherhood Railway Carmen of America.	June 26, 1935.

COMMENT

In addition to the regular docketed cases, this division has been called upon to handle a substantial volume of correspondence. Many of the communications received were from correspondents seeking information as to the method and procedure necessary to properly present cases to the division. Others recited complaints of alleged violations of rules in existing agreements, while others made an attempt to file cases with the division from properties on which system boards of adjustment exist, and still others presented disputes that may develop into cases that should properly be referred to this division for adjudication.

Out of this correspondence a miscellaneous case file, totaling 85 in number, developed up to June 30, 1935. Many of these required special study and consideration which involved a great amount of correspondence and consumed a considerable portion of the time of the division in an effort to secure the information necessary to direct the proper presentation and/or handling of these matters to a conclusion.

In order further to outline the work performed by this division during the fiscal year ending June 30, 1935, the list below shows the parties involved in the miscellaneous correspondence above referred to: A. Sargent, boilermaker, Louisville & Nashville Railroad Co.; Geo. J. Rostykus, machinist helper, Chicago, Rock Island & Pacific Ry. Co.; Frank A. Hoschutz, carman, Pullman Co.; Hugh Dougherty, carman, Kansas City Southern Ry.; M. J. Brennan, roundhouse foreman, Delaware & Hudson Railroad Corporation; Laurence Burroughs, carman (by attorney Harold B. Hughes), Baltimore & Ohio Railroad; August Lostrom et al., Duluth, Winnipeg & Pacific Railway; L. H. Barnhart, mechanical department employee, Western Maryland Ry. Co.; L. H. Harris, carman, Chicago, Milwaukee, St. Paul & Pacific Railroad; Malachi Davis, machinist helper, Atlanta, Birmingham & Coast Railroad Co.; C. B. Robertson, carman, Chicago, Rock Island & Pacific Railway Co.; L. C. Horn, engine inspector, Louisville & Nashville Railroad Co.; Cleon E. Hogensen, machinist, Union Pacific Railroad; Chester A. Johnson, mechanical foreman, Oregon Short Line Railroad; Geo. Brammer, carman (by attorney Marion W. Moore), Louisville & Nashville Railroad Co.; C. W. Ensley, boilermaker, Southern Pacific Co.; W. E. Baxter, carman, Illinois Terminal Railroad System; railroad shop laborers (by Wm. V. Kelley), Chicago, Milwaukee, St. Paul & Pacific Railroad; J. W. Pugh et al., shop employees (by attorney R. Lee Carney), Norfolk & Western Railway; Vincent Morano, machinist helper, Atchison, Topeka & Santa Fe Railway; C. F. Adams, car inspector, Pittsburgh & Lake Erie Railroad; L. H. Harris, carman, Chicago, Milwaukee, St. Paul & Pacific Railroad; shop laborers (by R. L. Blickenderfer), Bessemer & Lake Erie Railroad Co.; Mack Teasley, carman, Atlantic Coast Line Railroad; Conrad A. Mapp, machinist, Central Railroad of New Jersey; J. T. Thompson, carman helper, Illinois Central Railroad; engine and roundhouse employees and coach cleaners (by H. C. Butler), Memphis Union Station Co.; Henry O. Lambert, carman (by W. R. Eaton), New York Central Railroad; F. N. Norman et al (by Harry L. Marsallis), Illinois Central Railroad; Ralph Jones, carman, Indiana Harbor Belt Railroad; T. H. Davey, carman, Union Pacific System; D. R. Reynolds, assistant night roundhouse foreman, Chicago Great Western Railroad; H. H. Bynum, electrician, Illinois Central Railroad; E. F. Cushman, substation operator, Chicago, Milwaukee, St. Paul & Pacific Railroad; J. H. Gore, carman, Atlantic

Coast Line Railroad; Joe Gerstenberger, mechanical department, Chicago Great Western Railroad; E. F. McKenna, mechanical department, Pennsylvania Railroad; J. W. Smith, roundhouse laborer, Chicago, Burlington & Quincy Railroad; J. Y. Lynch, engine inspector (by S. R. Barracks), Wabash Railway Co.; Louis J. Wessel, carman, Chicago, Rock Island & Pacific Railway Co.; L. R. Severe, mechanical department, Wabash Railway Co.; Joe Seth, mechanical department, Norfolk & Western Railway; Harold A. Scott, carman, Norfolk & Western Railway; Robert O'Brien, carman, Union Pacific System; Edgar C. Holt, blacksmith helper, Atchison, Topeka & Santa Fe Railway; Alexander Bisanz, carman (by attorney R. B. Hasselquist), Chicago, Burlington & Quincy Railroad; A. W. Bertman, machinist, Chicago & Eastern Illinois Railroad; Clarence Conrad, car inspector (by attorney Alfred P. Lewis), Cincinnati Union Terminal Co.; Harold L. Barr, electrician, Louisville & Nashville Railroad Co.; Charles L. Spikes, machinist Chesapeake & Ohio Railroad; carmen, Toledo, Ohio (by attorney Edward Lamb), Michigan Central Railroad; John Townsley, machinist, Great Northern Railroad; G. R. Godfrey, foreman, Los Angeles & Salt Lake Railroad; John W. Dougherty, night foreman, Minneapolis, St. Paul & Sault Ste. Marie Railway; carman (by attorney Peter M. Rigg), Great Northern Railroad; C. E. Schmalried, machinist, Missouri-Kansas-Texas Lines; Edw. Lyons, machinist, Chicago & Alton Railroad; Jesse F. Williams, mechanical department employee (by Congressman J. Harden Peterson), Louisville & Nashville Railroad Co.; M. L. Purchase, secretary, Brotherhood of Railroad Shop Crafts of America; John C. Camp, stationary engineer and fireman (by attorney H. E. Dixon), Oregon-Washington Railroad & Navigation Co.; Emmet A. Starr, mechanical department, Monongahela Railroad; J. A. Gaines, car repairman, Texas & Pacific Railway; John A. Baker, blacksmith, Western Maryland Railroad; Timothy H. Sheehann, machinist, Boston & Maine Railroad; Chas. Wagoner, machinist; Florida East Coast Railway; W. B. Livesay, locomotive inspector, Spokane, Portland & Seattle Railway Co.; Laurence Smith, car inspector, Western Pacific Railroad Co.; F. W. Brist, Jr., machinist helper (by attorney R. G. Kinkle), St. Louis-San Francisco Railway Co.; M. J. Smarr, machinist, Chicago, Rock Island & Pacific Railroad; H. E. Carson, machinist, Gulf Coast Lines (Missouri-Pacific); Edward Kozelka, stationary engineer, Erie Railroad Co.; John Nelson, carman, Ogden Union Railroad & Depot Co.; G. M. Elkins, mechanical department, Birmingham & Coast Railroad Co.; Robert J. Agan, car foreman, Boston & Maine Railroad; Pearl F. Roberts, district man, telegraph department, Oregon-Washington Railroad & Navigation Co.; Frank Griffin, carman (by attorney Thomas Corkery), Great Northern Railroad; car department employees (by H. C. Kinney), Southern Pacific Co.-Pacific Lines; J. A. Alberg, mechanical department employee, Oregon-Washington Railroad & Navigation Co.; Angus C. Pate, coal crane operator, Atlantic Coast Line Railroad; J. McEwen, boilermaker, Union Pacific Railroad; Stephen Zapac, carman, Elgin, Joliet & Eastern Railroad; Wm. Wehrman, machinist, Louisville & Nashville Railroad Co.; J. P. Grout et al., power house employees (by John Possehl), Boston & Albany Railroad Co.; D. D. Rusk, Southern Pacific Lines in Texas and Louisiana; James McGroarty, car inspector, Chicago, Rock Island & Pacific Railroad.

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

(Organized July 31, 1934)

L. L. McDONALD, *Chairman.*
D. W. HELT, *Vice Chairman.*
R. H. ALLISON.
C. C. COOK.
F. F. COWLEY.
E. W. FOWLER.
A. H. JONES.
W. J. POTTS.
A. F. STOUT.
J. H. SYLVESTER.

H. A. JOHNSON, *Secretary*

FIRST ANNUAL REPORT OF THE THIRD DIVISION OF THE NATIONAL RAILROAD ADJUSTMENT BOARD

STATEMENT

On June 21, 1934, by the passage of Public, No. 442, Seventy-Third Congress, there was created the National Railroad Adjustment Board.

Members of the National Railroad Adjustment Board, selected in accordance with the act, met on July 31, 1934, organized, and adopted rules of procedure, following which the third division met, organized and elected a chairman, a vice chairman, and a secretary.

JURISDICTION

Third division.—To have jurisdiction over disputes involving station, tower, and telegraph employees, train dispatchers, maintenance-of-way men, clerical employees, freight handlers, express, station, and store employees, signalmen, sleeping-car conductors, sleeping-car porters, and maids and dining-car employees. This division shall consist of 10 members, 5 of whom shall be selected by the carriers and 5 by the national labor organizations of employees (par. (h) and (c), sec. 3, first, Railway Labor Act, 1934).

CLASSES OF DISPUTES TO BE HANDLED

The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this act, 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, the disputes may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes (par. (i), sec. 3, first, Railway Labor Act, 1934).

Organization, National Railroad Adjustment Board, Government employees, salaries and duties

THIRD DIVISION

Name	Title	Salary per annum	Amount paid to June 30, 1935	Duties
Johnson, Howard A	Executive secretary.	$4,200	$2,886.60	Administration of affairs of Division and subject to its direction.
Coad, Mary E	Clerk-stoengrapher.	2,000	1,449.90	Secretarial, stenographic, and clerical.
Klenzendorf, F. E	do	2,000	333.32	Do.
Latourelle, Ruth M	do	2,000	227.76	Do.
Lightner, Hazel I	do	2,000	568.58	Do.
O'Connor, John M	do	2,000	642.46	Do.
Smith, Rose H	do	2,000	658.30	Do.
Talbott, Alcaeus	do	2,000	969.59	Do.
Toczyl, Josephine T	do	2,000	499.98	Do.
Tummon, A. Ivan	do	2,000	1,133.26	Do.
Zienter, Russell J	do	2,000	205.55	Do.
Morse, Frances	do	1,620	229.50	Do.
Refund to Western Association of Railway Executives for salaries paid for August and September 1934, as follows: Johnson, Howard A.			600.00	
Total			10,404.80	
REFEREE				
Samuel, Paul, May 5, 6, 7, 9, 14, 15, 16, 27, 28, and 29 and June 5, 6, 7, 13, 14, 18, 19, 24, 25, and 26, 1935, 20 days at $75.			1,500.00	
Rent			4,261.36	
Total			16,166.16	

Report of cases handled by the Third Division, fiscal year 1935.

	Number of cases
Docketed	150
Heard	109
Decided	60
Withdrawn	3
Deadlocked	23
Decided by referee	21

Report of cases handled by the Third Division, fiscal year 1935—Continued

CARRIERS PARTY TO CASES DOCKETED	Number of cases
The Alton R. R. Co	3
Atchison, Topeka & Santa Fe Ry	8
Baltimore & Ohio R. R	4
Boston & Maine R. R	1
Central of Georgia Ry	1
Chesapeake & Ohio Ry	1
Chicago, Milwaukee, St. Paul & Pacific R. R	7
Chicago, Rock Island & Pacific Ry. Co	20
Cincinnati, New Orleans & Texas Pacific Ry	1
Colorado & Southern Lines	8
The Denver & Rio Grande Western R. R. Co	6
Erie R. R	3
Great Northern Ry	1
Illinois Central R. R	7
Indianapolis Union Ry	1
Kansas City Southern Ry	1
Kansas City Terminal Ry	1
Los Angeles & Salt Lake R. R	1
Missouri-Kansas-Texas Lines	6
Missouri Pacific R. R	1
Missouri Pacific Lines in Texas and Louisiana	5
The Nashville, Chattanooga & St. Louis Ry	3
New Orleans & Northeastern R. R	1
New York Central R. R	3
New York Central R. R.—Cleveland, Cincinnati, Chicago & St. Louis Ry	1
Northern Pacific Ry	9
Oklahoma City-Ada-Atoka Ry. Co	1
Pittsburgh & Lake Erie R. R	1
Pullman Co	16
Reading Co	1
St. Louis-San Francisco Ry. Co	10
St. Louis Southwestern Ry. Lines	2
Seaboard Airline Ry	1
Southern Ry. Co	5
Southern Pacific Lines in Texas and Louisiana	1
Terminal R. R. Association of St. Louis	3
Union Terminal Ry. Co	1
Wabash Ry. Co	4
Total	150

ORGANIZATIONS PARTY TO CASES DOCKETED	
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees	52
The Order of Railroad Telegraphers	52
Order of Sleeping Car Conductors	16
Dining Car Employees	6
American Train Dispatchers Association	9
Brotherhood of Maintenance-of-Way Employees	4
Brotherhood of Railroad Signalmen of America	11
Total	150

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

(Organized July 31, 1934)

A. J. HANCOCK, *Chairman*
J. J. NOONAN, *Vice Chairman*
WM. S. BROWN
C. W. DEAL
E. I. FORD[5]
E. J. HAMNER
CHAS. P. NEILL
CHAS. M. SHEPLAR[6]

R. B. PARKHURST, *Secretary*

[5] Replaced by Chas. P. Neill May 28, 1935, on account of serious illness and subsequent death of Mr. Ford.
[6] Resigned; replaced by Wm. S. Brown March 25, 1935.

First Annual Report of the Fourth Division of the National Railroad Adjustment Board

STATEMENT

On June 21, 1934, by the passage of Public, No. 442, Seventy-third Congress, there was created the National Railroad Adjustment Board.

Members of the National Railroad Adjustment Board, selected in accordance with the act, met on July 31, 1934, organized, and adopted rules of procedure, following which the fourth division met, organized, and elected a chairman, a vice chairman, and a secretary.

JURISDICTION

Fourth division.—To have jurisdiction over disputes involving employees of carriers directly or indirectly engaged in transporation of passengers or property by water, and all other employees of carriers over which jurisdiction is not given to the first, second, and third divisions (par. (h) sec. 3, first, Railway Labor Act, 1934).

CLASSES OF DISPUTES TO BE HANDLED

The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this act, 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, the disputes may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes (par. (i), sec. 3, first, Railway Labor Act, 1934).

Government employees, salaries and duties, and expenditures for rental and alteration of office space

Name	Grade	Salary per annum	Amount paid to June 30, 1935	Duties
Parkhurst, R. B., executive secretary	CAF-11	$4,200	$2,886.60	Administration of affairs of division and subject to its direction.
Dirie, Elizabeth A., clerk-stenographer	CAF-5	2,000	199.99	Secretarial, stenographic, and clerical.
Zimmerman, R. Hazel, clerk-stenographer	CAF-5	2,000	1,159.65	Do.
Total			4,246.24	
Refund to Western Association of Railway Executives for salaries paid for August and September 1934, as follows:				
Parkhurst, R. B., executive secretary			616.66	
Total salaries			4,862.90	
Rent of office space (11¾ percent of $14,770.74)			1,735.56	
Repairs and alterations (11¾ percent of $8,481.40)			996.56	
			2,732.12	
			7,595.02	

See report of National Railroad Adjustment Board for items of expense that are "general" and have not been allocated to the 4 divisions.

Awards made

Award	Docket	Description of claim	Railway	Organization employees	Disposition
1	1	Claim of Daniel A. Desmond for reinstatement as marine Diesel engineer, Jersey City, N. J., on basis of the existence of a verbal agreement with chief engineer.	Erie R. R. Co.	Daniel A. Desmond	Denied.
2	2	Claim of marine fireman for seniority as assistant marine engineer on basis of being assigned temporary assistant engineer's job after being successful bidder but which position was not filled account return to work of regular marine engineer.	Northwestern Pacific R. R. Co.	Ferryboatmen's Union of the Pacific.	Sustained.
3	3	Claim of Wm. H. Staley for reinstatement as special officer and for back pay since date of leaving service on basis of being required to voluntarily resign to avoid a record of dismissal.	C. & O. Ry. Co.	Wm. H. Staley	Denied.

Cases deadlocked and awards rendered with aid of referee, none.

Cases awaiting action June 30, 1935: Docket, —; parties involved, Railroad Yardmasters of America and Northern Pacific Railway Co.

COMMENT

Copies of schedules and working agreements were obtained from the railroads and organizations and were classified and indexed. Indexes and digests were compiled of decisions, orders, and awards of other tribunals covering the classes of employees over which this division has jurisdiction.

The following ex parte claims have not been sufficiently progressed for formal action by the division: Clarence E. Boyer for reinstatement as special officer on the Chesapeake & Ohio Railway Co., Charles E. Foster for reinstatement as car-ferry porter on the Pere Marquette Railway Co., National Marine Engineers' Beneficial Association for restoration of three-watch system for marine engineers on steamer *Carrier* operated by the Texas & New Orleans Railroad Co., National Organization Masters, Mates and Pilots of America for restoration of three-watch system for licensed deck pilots on steamer *Carrier* operated by the Texas & New Orleans Railroad Co., Harry Emmons for reinstatement as special officer on the Northwestern Pacific Railroad Co., John E. Bond for reinstatement as special officer on the Western Maryland Railway Co., and back pay for time lost; Julian C. Davis for reinstatement as special officer on the Atchison, Topeka & Santa Fe Railway Co., and back pay for time lost.

APPENDIX B

RAILWAY LABOR LEGISLATION 1888–1934

An analysis of the amendments to the Railway Labor Act, adopted June 21, 1934, is given in the opening section of the Board's report. In the second section the legislation that preceded these amendments was referred to but not discussed because of limitation of space. Following is a review of this legislation showing the development of the various provisions from the first law of 1888 to the Railway Labor Act of 1926 which was the subject of the amendments.

1. THE FIRST ACT DEALING WITH RAILWAY LABOR, 1888

The first of the laws dealing with labor relations on the railroads was approved by President Cleveland on October 1, 1888. This law provided two methods of adjusting disputes between railway companies and their employees which threatened to interrupt interstate commerce: (1) Voluntary arbitration, (2) investigation. At the request of either party, and if the other party accepted, a dispute was to be submitted for decision to a board of three arbitrators, one appointed by each party, and a chairman selected by the two. The creation of such a board was not only dependent upon the consent of both parties, but no provision was made for enforcement of any award rendered.

The act also authorized the appointment by the President of a temporary commission to investigate the causes of any labor dispute on the railroads, of which the United States Commissioner of Labor was to be chairman, with two additional commissioners appointed by the President. The services of the commission might be tendered by the President for the purpose of settling a controversy or might be applied for by one of the parties or by the executive of a State.

During the 10 years that the law was on the statute books the arbitration provisions were never used, although this was considered the most important feature of the law and was the subject of prolonged debate in Congress. The investigation provisions of the act were used only once, during the famous Pullman strike of 1894. The investigating commission could do little to settle the strike, but it made recommendations for a permanent commission of three members to be appointed, which was to have, in the field of railway labor, authority similar to that of the Interstate Commerce Commission in the field of railway rates—the decisions of such a commission to be binding on the parties. It also recommended legislation to encourage the incorporation of labor organizations. No action was taken on these and other recommendations made by the commission, but later legislation did embody some of its suggestions. [1]

2. ERDMAN ACT OF 1898

The ineffectiveness of the act of 1888 was generally recognized for all through the 10 years of its existence bills were being introduced and discussed in Congress for additional railway labor legislation. Finally the Erdman Act was adopted on May 19, 1898, and approved by the President on June 1, 1898.

The essential differences between this law and the previous act were that it inaugurated, for the first time, the policy of Government mediation and conciliation of labor disputes on the railroads. The United States Commissioner of Labor and the Chairman of the Interstate Commerce Commission were required, upon request of either party to a controversy concerning wages, hours, or conditions of employment that seriously interrupted or threatened to interrupt interstate commerce, to "put themselves in communication with the parties to such controversy, and * * * use their best efforts, by mediation and conciliation to amicably settle the same."

[1] Bulletin, U. S. Bureau of Labor Statistics, no. 303—Use of Federal Power in Settlement of Railway Labor Disputes, pp. 13–14.

The investigation features of the act of 1888 were omitted from the new law, but the provisions for voluntary arbitration were retained and strengthened in several respects. It was provided that if the mediation and conciliation efforts of the commissioners should be unsuccessful, then the commissioners should "at once endeavor to bring about an arbitration of said controversy", and the act went on to provide details for such arbitrations. A board of 3 was to be appointed as in the previous act, but if the 2 party arbitrators could not agree on a neutral chairman within 5 days, he was to be appointed by the 2 commissioners of conciliation. The awards of such arbitration boards were made final and conclusive upon the parties, were to remain in effect for a period of 1 year, and provision was made for their enforcement. The act provided that the parties should enter into an agreement to arbitrate and acknowledge the same before a notary public or a clerk of a Federal court. While such arbitration was pending "the status existing immediately prior to the dispute shall not be changed." It was also made unlawful for the carriers to discharge employees and for employees or organizations to engage in strikes during the pendency of arbitration under the act. And for 3 months after an award was rendered 30 days' notice was required of intention to quit by an employee or to discharge by the carrier.

A distinction was made between employees who belonged to labor organizations and those who did not. Arbitration awards to which a labor organization was a party were not binding upon individual employees not members of the organizations, "unless the said individual employees shall give assent in writing to become parties to said arbitration." Further, arbitration agreements were to be executed only by labor organizations, except that individual employees might sign such agreements when they could show that they "represent or include a majority of all employees in the service of the same employer and in the same group or class, and assurance given that awards would be lived up to by all such employees." The law was made applicable only to those who were engaged in train operation or train service where organization was most extensive.

A curious provision appeared in this law that has been eliminated from all the succeeding acts. It required any trade unions which had been incorporated under an act of Congress, adopted in 1886, to expel any member who participates in or instigates force or violence during strikes, lock-outs, or boycotts, or who attempts to prevent others from working through violence, threats, or intimidation.[2]

Another important feature of this act was that it prohibited what are now known as "yellow-dog contracts." It was made a misdemeanor for any carrier to "require any employee or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or (to) threaten any employee with loss of employment or (to) unjustly discriminate against any employee because of his membership in such labor corporation, association, or organization;" or to conspire to prevent employees who quit or were discharged from obtaining other employment. This section of the law was declared unconstitutional by the United States Supreme Court in the case of *Adair* v. *United States* (208 U. S. 161, 1908).

The first attempt to use the mediation and conciliation provisions of the Erdman Act was unsuccessful, the railroads refusing to enter into any proceedings. Thereafter for about 8 years no use whatever was made of the law. But beginning in December 1906 with a dispute on the Southern Pacific Railroad and until the law was repealed in 1913, 61 cases were settled under the provisions of the act; 26 by mediation alone, 10 by mediation and arbitration, and 6 by arbitration alone. All the awards were fully complied with except one which was questioned in the courts, but which was later settled by agreement of the parties.[3]

3. NEWLANDS ACT, 1913

This experience during the last half of the period the Erdman Act was in effect made it evident that it was mediation and not arbitration, on which the Government must place its main reliance for the settlement of labor disputes. The Newlands Act, adopted in 1913, established a permanent Board of Mediation and Conciliation, consisting of a commissioner of mediation and conciliation to be appointed by the President, and who was to give his full time to the work, together with two additional commissioners designated by the President from among other

[2] An Act to Legalize the Incorporation of National Trade Unions, ch. 567, U. S. Stat. L., vol. 24, 1885-87, p. 86, approved June 29, 1886. This act was repealed 1932, when it was discovered that no trade unions were incorporated under it, but that it had been used only to incorporate 28 Texas insurance companies. "Most, if not all, insure marriage; that is, they insure married couples against divorce." (House Reports on Public Bills, vol. III, 72d Cong., 1st sess. Rept. No. 1763).

[3] Bulletin 303, pp. 31-32.

officials of the Government. The act also created the position of an assistant commissioner of mediation and conciliation and authorized him to act for the Board in individual cases.

The same duties of using the best efforts to bring the parties to disputes to agreement by mediation and conciliation were imposed on this permanent Board and its staff as was formerly exercised by the Commissioner of Labor and the Chairman of the Interstate Commerce Commission. And when these efforts proved unsuccessful, they were "to endeavor to induce the parties to submit their controversy to arbitration", as in the Erdman Act.

The arbitration provisions were changed in the new act to permit the appointment of boards of six members instead of three, in order to avoid objections that had been raised against "one man decisions" made by the third or neutral arbitrator; and the time within which arbitration boards were required to render their decisions was extended beyond the limit of 30 days fixed in the Erdman Act. If the parties failed to select any arbitrators the Board of Mediation and Conciliation was authorized to name them.

The new law did not extend the jurisdiction of the Board beyond the employees engaged in train operation or train service, but it added a provision which went a step beyond mediation toward compulsory adjudication of certain kinds of disputes. Whenever a controversy arose over the meaning or application of any agreement, that had been reached through mediation under the provisions of the act, then either party to such agreement might apply to the Board for an expression of opinion on the question and it was obligatory upon the Board, upon receipt of such request, to give its opinion as soon as practicable. This would have made the Mediation and Conciliation Board a quasi-judicial body for interpreting and applying agreements reached through mediation similar to the present National Railroad Adjustment Board. But the law said nothing about the opinions of the Board being binding and provided no method of enforcing the opinions.

On the other hand if any difference of opinion arose over the meaning or the application of an arbitration award, provision was made for rulings that would have the same force and effect as the original awards. But such rulings could be secured only by reconvening the Board of Arbitration at the joint request of both parties.

The report of the Board of Mediation and Conciliation for the period from 1913 to 1919 showed that the Board had handled 148 cases involving 586 railroads and over 620,000 employees. Seventy of these cases were adjusted by mediation alone, 21 by mediation and arbitration, and 19 were adjusted by mutual agreement of the parties, after the Board's services had been invoked. In 1917 the railroads were taken over by the Government, and most of the remaining cases were handled by the Railroad Administration.[4]

The Newlands Act definitely established mediation, under prescribed conditions, as the primary and most effective method of government intervention in railway labor disputes. But the experience with this act also revealed its limitations, and made plain that arbitration although useful as a second line of defense when mediation failed, had its own distinct weaknesses. The main difficulties arose from the imperfect machinery for interpreting mediation agreements and arbitration awards. The railroad brotherhoods charged that the management had assumed the prerogative of interpreting all agreements and awards. When a general movement for a basic 8-hour work day with time and a half for overtime was launched by the train service brotherhoods in 1916 and the carriers offered to arbitrate, the men refused to enter into an arbitration agreement. A threatened Nation-wide strike led to the enactment of the Adamson Act.

4. THE ADAMSON ACT, 1916

This law, approved September 3, 1916, was an attempt to settle a labor dispute by direct congressional action. When the dispute failed of adjustment under the provisions of the Newlands Act, President Wilson called both parties to confer with him, and proposed that the principle of the 8-hour day be accepted, while the question of time and a half for overtime is investigated by a commission to be appointed by him. The suggestion was acceptable to the employees, but the railroad officials would not grant the 8-hour day before an investigation was made.

A Nation-wide strike was announced to begin on September 4, but the President secured a promise that the strike would be called off if Congress enacted an 8-hour law in line with his proposal. He then recommended in a special

[4] Bulletin 303, p. 51.

message to Congress that the 8-hour day for train operatives be established by law, that a commission be created to observe the operation of the 8-hour law, and the Congress approve an increase in rates by the Interstate Commerce Commission if increased costs under the new law made this necessary. An additional recommendation proposed that the Newlands Act be amended to make it illegal to call a strike or order a lockout prior to an investigation of the dispute by a Government commission.

Only the first two recommendations were embodied in the law that was adopted. Beginning January 1, 1917, 8 hours was to "be deemed a day's work and the measure or standard of a day's work for the purpose of reckoning compensation for service. * * *" A commission of 3 was ordered appointed by the President to observe the operation and effects of this provision during a period of 6 to 9 months; and pending the report of the commission, and for 30 days thereafter, wages for the 8-hour day "shall not be reduced below the present standard day's wage, and for all necessary time in excess of 8 hours such employees shall be paid at a rate not less than the pro rata for such standard 8-hour workday."

Statements of brotherhood officials and railway executives indicated that apparently neither party was anxious to have this law enacted. But the dispute could not be resolved under the Newlands Act, and the law was frankly adopted as an emergency measure to head off the strike that threatened to stop commerce throughout the Nation. As such an emergency measure its constitutionality was later upheld by the Supreme Court.[5]

In the end, however, the dispute was actually settled not by the Adamson law, but through the good offices of a committee of the Council of National Defense in March 1917, just before we entered the World War. A lower court had declared the Adamson law unconstitutional, and the men again threatened to strike. President Wilson appointed the Council Committee and it induced the carriers to concede the basic 8-hour day as provided in the Adamson law. No doubt the passage of the law helped in this settlement of the controversy, but nevertheless it was through mediation by the committee that the final settlement was secured.

5. LABOR RELATIONS UNDER FEDERAL CONTROL, 1917–20

It was while the railroads were under Federal control during the war that principles, policies, and methods were developed for overcoming the weaknesses of mediation and arbitration as they appeared under the Newlands Act. A Division of Labor was set up by the Railroad Administration for handling the problems of labor relations and from time to time the Director General of Railroads issued orders setting forth policies and regulations, and creating agencies for dealing with disputes.

Since 1908 when the Supreme Court had declared unconstitutional the provision in the Erdman Act which prohibited discharge or discrimination against employees for union membership or labor-organization activity, there was no law guaranteeing the right of railroad employees to organize without interference by the carriers. The Director General restored this right by an order declaring that "no discrimination will be made in the employment, retention, or conditions of employment of employees because of membership or nonmembership in labor organization." [6] This guaranteed wage earners against interference by the carriers with the organization efforts of the employees; and not only did the well-organized train service brotherhoods grow in membership, but many classes of employees theretofore weak in membership developed strong organizations during Federal control of the roads, and were recognized and dealt with by the Railroad Administration.

Since the Government was now the employer, new methods of fixing and adjusting wages had to be developed. A commission of four members was appointed to make a general investigation of wages in the railroad industry and to make recommendations to the Director General. On the basis of the report of this investigation general order no. 27 was issued, readjusting rates of pay for all classes of employees, establishing the basic 8-hour day for purposes of compensation, and providing certain general rules governing conditions of employment. This order also created a Board of Railroad Wages and Working Conditions, whose duty it was "to hear and investigate matters presented by railroad employees or their representatives affecting—inequalities as to wages and working conditions * * * rules and working conditions for the several

[5] *Wilson* v. *New*, 243 U. S. 332.

classes of employees * * * and other matters affecting wages and conditions of employment referred to it by the Director General." The Board's authority was only advisory. It submitted its recommendations to the Director General.

Subsequently the Director General entered into national agreements with some of the labor organizations that represented various classes of employees. These agreements covered rules, hours of service, and working conditions, and after wage awards were made by the Board of Wages and Working Conditions, provision was made for incorporating awards as wage schedules in the agreements. Such national agreements were made during the first year of Government operation with the older train service brotherhoods, extending to the whole transportation system the main rules and working conditions of the agreements formerly made with separate carriers. Later similar national agreements were negotiated and signed with the shop crafts organizations, stationary firemen and oilers, clerks and freight handlers, maintenance-of-way employees, and signalmen.

Another innovation was the creation of railway boards of adjustment with authority to make decisions in "all controversies growing out of the interpretation or application of the provisions of the wage schedule or agreements which are not promptly adjusted by the officials and the employees on any one of the railroads operated by the Government." These boards of adjustment were established by agreements of the regional directors and the executives of the labor organizations, which were adopted and put into effect in orders of the Director General.[7] There were three of them: Board of Adjustment No. 1, for the train service employees; Board No. 2, for the shop crafts; and Board No. 3, for the telegraphers, switchmen, clerks, and maintenance of way employees. Half the members of each board were selected and paid by the railroads and half by the employees' organizations.

No dispute or individual grievance could be considered by any of these boards unless it was first "handled in the usual manner by general committees of the employees up to and including the chief operating officer of the railroad." If a controversy could not be settled in this manner, then the chief executive of the employees' organization and the chief operating officer of the railroad were required to refer the matter to the Division of Labor, which in turn presented the case to the appropriate adjustment board for a hearing and decision.

The orders, policies, and practices of the Railroad Administration laid the basis for many of the provisions later embodied in the Railway Labor Act.

6. THE TRANSPORTATION ACT OF 1920 AND THE RAILROAD LABOR BOARD

When the railroads were returned to private ownership in 1920, the transportation Act of that year, made provision, in what was known as title III, for the settlement of disputes between carriers and all classes of their employees. At that time there was much industrial unrest, labor disputes and strikes were tying up industries throughout the country, and it was feared that the transportation system might be similarly affected when Federal control was terminated. A wide variety of proposals for dealing with railway labor relations were urged upon Congress, including compulsory arbitration and the prohibition of strikes.

Title III emerged from all the discussion, and it represented compromises and accommodations of many views. The provisions of title III and those concerning the United States Railroad Labor Board which it created were vague in their purposes, capable of a multiplicity of interpretations, and uncertain in their legal authority. They reflected an oversimplification of the problems of labor relations, as if disputes and strikes were the only evils involved and if these could be removed by decisions of a board or a series of boards on which all interests, including the public, were represented. Stripped of its verbiage the Esch-Cummins law, as the Transportation Act was commonly referred to, really provided only two things with respect to labor: (1) That all disputes should be considered first in conference between representatives of the carriers and of the employees and an effort made to dispose of them; (2) if they could not be so disposed of, they were to be referred to the United States Railroad Labor Board for "hearing and decision."

The duty was imposed on the carriers and their employees "to exert every reasonable effort and adopt every available means" of avoiding interruption of commerce by reason of any dispute between them. "All such disputes shall be considered and, if possible, decided in conference between representatives designated and authorized so to confer" by the respective parties. Carriers and their employees might, if they so desired and agreed, set up boards of labor adjustment,

[7] Orders nos. 13, 29, and 53.

with authority to decide disputes involving grievances, rules, or working conditions which failed of settlement in conference. But it was not made obligatory to set up such adjustment boards.

The United States Railroad Labor Board of 9 members was appointed by the President in 3 groups, each with 3 members; a "labor group" to represent employees, a "management group" to represent the carriers, and a "public group" to represent the general public interest. This Board was not authorized to mediate or adjust disputes. Its duty was to hear, and as soon as practicable and with due diligence decide, disputes involving grievances, rules, or working conditions, not settled in conference, or by a board of labor adjustment where such existed; and it was given sole jurisdiction of disputes involving changes in rates of pay not settled in conference.

To some extent these provisions were a reversion to the original law of 1888 which had been discarded in subsequent legislation. That act, it will be recalled, provided for investigations of disputes by a commission which was to make a report and recommendations. Similarly the Railroad Labor Board was required to "investigate and study the relations between carriers and their employees", its hearings in particular cases were like the hearings the temporary investigating commissions were authorized to hold by the early act, and its decisions were nothing more than recommendations, for they were not enforceable on either party and in actual practice were often flouted. The underlying idea in both acts was that the pressure of public opinion would serve to enforce the recommendations.

Very few of the principles and policies tested by experience under previous railway labor legislation were included in the title III of the act of 1920. Mediation was not provided for, although, if there is any one conclusion on which both carriers and employees will agree from the experience of the legislation prior to as well as since the act of 1920, it is the usefulness of mediation and its high degree of effectiveness. True the Newlands Act establishing the Board of Mediation and Conciliation was not repealed by the Esch-Cummins law, but that board's authority was restricted so that it "shall not extend to any dispute which may be received for hearing or decision by an adjustment board or by the Railroad Labor Board." As a matter of fact the Board of Mediation and Conciliation ceased to function when the Railroad Labor Board began operating.

Not only was the success of mediation thus ignored, but the obvious lesson of the Adamson Act appears likewise to have been overlooked. Neither employers, employees, nor the general public were satisfied with that attempt to settle a labor dispute by direct decision of the Government, yet a governmental body, the Railroad Labor Board was given authority to decide what wages and salaries should be paid to all classes of employees including subordinate officials in a privately owned industry. An attempt was made by Congress to prescribe standards by which just and reasonable pay was to be arrived at, but these were necessarily couched in the most general terms capable of many interpretations.[8] Although carriers were obligated by the act to confer with representatives and organizations of employees, neither interference in the designation of such representatives nor coercion to quit union activity or membership was prohibited.

7. THE RAILWAY LABOR ACT OF 1926 AND AMENDMENTS OF 1934

Dissatisfaction with the Railroad Labor Board grew the longer it operated, so that by the end of 1925 both the carriers and the employees were agreed in their desire to have it repealed. A joint committee of management and railroad brotherhood representatives supported a bill which was enacted into law and entitled "The Railway Labor Act of 1926."

In the framing of this law the experience and the lessons learned from previous legislation were thoroughly canvassed by representatives of the parties directly affected, the railroads and their employees. Most of the principles and policies already discussed in connection with the amendments of 1934 were incorporated in this act, and many of the agencies and methods developed during Federal control were adapted to the conditions of private ownership.

[8] In determining the justness and reasonableness of such wages and salaries or working conditions the board shall, so far as applicable, take into consideration among other relevant circumstance:
(1) The scales of wages paid for similar kinds of work in other industries.
(2) The relations between wages and the cost of living.
(3) The hazards of the employment.
(4) The training and skill required.
(5) The degree of responsibility.
(6) The character and regularity of the employment.
(7) Inequalities of increases in wages or of treatment, the result of previous wage orders or adjustments (sec. 307 (d)).

The duty to exert every reasonable effort to make and maintain agreements, to settle all disputes in conference by conciliation if possible, and the right of employees and carriers alike to designate individuals or organizations as representatives, without interference, influence, or coercion were all included in this act. Provision was made for setting up boards of adjustment for interpreting agreements, and a United States Board of Mediation was set up for mediating disputes involving changes in wages, rules, or working conditions.

Failing in mediation, the Board was required to attempt to induce the parties to submit their dispute to arbitration, as already described; and if this failed an emergency board could be appointed exactly as in the amended act. The main changes which the amendments of 1934 made in the original act were: (1) The creation of the National Railroad Adjustment Board, but system or regional boards of adjustment established by agreement of legally authorized representatives are not prohibited; (2) the settlement of representation disputes by the Mediation Board without the intervention of the carrier; and (3) clarification of the right to organize and to bargain collectively, and provision of penalties for interference with this right on the part of carriers or their agents. Aside from these changes the Railway Labor Act remains, in its essentials, the same as it was enacted in 1926.

8. BANKRUPTCY AND EMERGENCY TRANSPORTATION ACTS, 1933.

Early in 1933 Congress amended the uniform Bankruptcy Act and in connection with these amendments certain labor provisions were included. These labor provisions are contained in section 77 (o), (p), and (q) of the amended act.[9]

The first subsection provided that "no judge or trustee acting under this act shall change the wages or working conditions of railroad employees, except in the manner prescribed in the Railroad Labor Act", or as set forth in a wage agreement entered into in 1932 by the railroad labor organizations and the class I railroads.

The second prohibited such judge or trustee from denying or in any way questioning the right of employees to join labor organizations of their choice and made it "unlawful for any judge, trustee, or receiver to interfere in any way with the organizations of employees or to use the funds of the railroad under his jurisdiction, in maintaining so-called company unions, or to influence or coerce employees in an effort to induce them to join or remain members of such company unions."

The third subsection prohibited judges, trustees, or receivers from requiring employees to sign "yellow dog" contracts and if such contracts had been in effect prior to the receivership, an appropriate order must be issued to the employees stating that the contracts had been discarded and were no longer binding on them in any way.

The effects of these amendments to the Bankruptcy Act were (1) to make all roads in receivership subject to the provisions of the Railway Labor Act; and (2) to protect the right of employees on all such roads to organize and to be free from interference or coercion in the matter of their organization. At the time that these were adopted, the Railway Labor Act of 1926 had not yet been amended to provide these specific protections.

On June 16, 1933 the Emergency Railroad Transportation Act was approved, and section 7 (e) of this act provided that "carriers, whether under control of a judge, trustee, receiver, or private management, shall be required to comply with the provisions of the Railway Labor Act", and the provisions of section 77 (o), (p), and (q) of the Bankruptcy Act were also extended to all carriers.

These provisions in the Bankruptcy and Emergency Acts were apparently merely steps in the direction of guaranteeing to all railroad employees the right to organize and bargain collectively, which later was included in the amended Railway Labor Act. For, after the amendments to the Railway Labor Act had been adopted and all roads in receivership were made subject to it, the provisions of paragraphs (o), (p), and (q) of section 77 were omitted from the Bankruptcy Act when this was again amended in August 1935.

[9] Public, No. 420, 72d Cong., approved Mar. 3, 1933.

APPENDIX C

Digest of Arbitration Awards for Fiscal Year ended June 30, 1935

Files GC–1292, etc., C–630, etc., Arb.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS; BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEMEN; ORDER OF RAILWAY CONDUCTORS; BROTHERHOOD OF RAILROAD TRAINMEN

v.

SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA

MEMBERSHIP OF BOARD

Dr. L. W. Courtney, Baylor University, Waco, Tex.
Hon. Charles J. Kerr, attorney, Washington, D. C.
Mr. I. O. Enders, general chairman, B. of L. E.
Mr. C. H. Smith, vice president, B. of R. T.
Mr. L. B. McDonald, general manager Texas lines.
Mr. J. G. Torian, assistant general manager Texas lines.

(Arbitration hearings begun Mar. 5, 1934)

PARTIES INVOLVED

Employees—unknown number of engine, train, and yard service employees.
Carrier—one (Southern Pacific lines in Texas and Louisiana).

AWARDS

Dated.—July 9, 1934.
Effective date.—Date awards rendered unless otherwise specified in awards.
Life of.—Not specifically stated in awards.
Where filed.—Office of clerk of the District Court of the United States at Houston, Tex.

Digest of Awards

(C–881) The Board decided that brakemen on the Galveston, Harrisburg & San Antonio Railway Co. cannot be required to serve on the Houston & Texas Central Railroad Co.; that should Galveston, Harrisburg San Antonio Railway Co. brakemen, without protest, be used on the Houston & Texas Central Railroad Co, they will receive the rates of pay designated in the Houston & Texas Central Railroad Co. schedule for the service performed; that the claims of brakemen for trips made since December 1, 1925, when required to perform service on the Houston & Texas Central Railroad Co. are denied.

(C–882) The Board decided that conductors on the Galveston, Harrisburg & San Antonio Railway Co. cannot, as a matter of right, be required to serve on the Houston & Texas Central Railroad Co.; that should Galveston, Harrisburg & San Antonio Railway Co. conductors be used on the Houston & Texas Central Railroad Co. without protest, they will receive the rate of pay designated in the Houston & Texas Central Railroad Co. schedule for the service performed; that claims of conductors for service rendered on the Houston & Texas Central Railroad Co. are denied.

(C–833) The Board denied claim of certain brakemen for payment when required to perform service at their terminals which it is claimed was not being performed on the runs in question on December 1, 1925, i. e., handling and care of marker lamps and flagging equipment. The Board also declined to issue an order relieving brakemen of this work.

(C–884) The Board decided that Engineer F. J. Ferguson should be allowed pay for deadheading to home terminal extra list, Alice to Yoakum, after working out bulletin on vacant run, February 19, 1931.

(C–885, C–886, and C–887) The Board denied claims of three conductors wherein time was claimed under article 17 of the conductors' agreement for using telephone.

(GC–1398, GC–1399, GC–1400, GC–1405, GC–1406, and GC–1407) The Board decided that claims of various engineers and firemen for 8 hours at one-fifth the daily rate under the held-away-from-home terminal rule account being held at specified terminals on certain dates should be allowed.

(GC–1310, GC–1311, and GC–1292) The Board decided that claims of two brakemen that they were properly paid for the month of February 1926 when paid on the basis of 20 trips, and that the company was in error in deducting any portion of the "Twenty-trip guarantee" for the month of February from their July earnings; also that claim of conductor for guarantee for the month of February 1926 should be allowed.

(GC–1309) The Board decided that the claim of brakeman regularly assigned to three-crewed local service, for payment on the basis of the guarantee of 20 trips for the days of his assignment, in addition to and irrespective of earnings on his lay-over day, should be allowed.

(C–630) The Board decided that the carrier should agree to an agreement providing tabulations for the service inaugurated in January 1927 rate of pay, and month's work that can be required on the Baton Rouge branch for certain new service, and that the local rate, or its equivalent, should be paid.

(C–888) The Board decided that claim of conductor for local rate of pay for performing local work on mixed train on Baton Rouge branch during January 1927 should be allowed.

(GC–1293, GC–1336, and GC–1323) The Board decided that claims of conductor and brakemen for payment on continuous-time basis for trips in local service during April and July 1930 should be denied.

(GC–1401 and GC–1403) The Board decided that claims of engineers and firemen for guaranteed rate for handling trains 15 and 16, 31, and 32, and on Sabine branch passenger run operating between Beaumont, Port Arthur, Sabine, and return to Beaumont, should be granted.

(GC–1402) The Board decided that the claim of fireman for daily guarantee of $5.25 for firing, Lafayette to Alexandria, and rate of $5.25 for the trip Alexandria to Lafayette, July 25, 1926, should be denied.

(GC–1404) The Board decided that claim that minimum-earnings guarantee of $5.25 for each day's service should be applied on runs Houston to Beaumont, on train 6 en route to Lafayette, should be denied.

(GC–1294) The Board decided that claim of conductor for 50 miles for alleged run-around at Del Rio, January 11, 1930, should be denied.

(GC–1295, GC–1296, GC–1297, GC–1299, GC–1328, and GC–1329) The Board decided that claims of various conductors and brakemen for a minimum day in passenger service performed on the New Orleans-Lafayette district, a minimum day for service performed on the Midland branch, and actual mileage with a minimum of 150 miles on the Houston-Lafayette district, September 4, 1927, should be allowed; that article 37, conductors' schedule, mandatorily provides that "Crews will not be run off their respective divisions except in cases of emergency", and protest against so doing is concurred in by the Board.

(GC–1327) The Board decided that claim of Dallas-Sabine district brakeman for payment on the basis of a run-around account Houston-Lafayette division brakeman performing service on passenger extra 608, Beaumont to Port Arthur and Port Arthur to Beaumont, June 23, 1929, should be denied.

(GC–1397) The Board decided that claim for payment of one day hostler service in addition to a day in yard service at Shreveport by engineer, firemen and others, May 15, 16, 18, and 19, 1926, should be denied.

(GC–1408) The Board decided that claim of engineer and fireman for main-line pay while assigned to runs nos. 309–10, operating between Yoakum and Kenedy on turn-around basis, June 17, 1928, should be allowed.

(GC–1417) The Board decided that claim of engineer for local rate of pay account assigned to perform combination services on run operating between Wharton and Damon Mound should be allowed.

(GC–1418) The Board decided that claim of engineer for application of initial switching and final terminal switching and delay rules to combination service run operating between Wharton and Damon Mound over main-line and branch-line track should be rejected.

(GC–1414) The Board sustained protest against changing the Damon Mound mixed run and extending the service from Resenberg, Tex., to Wharton, Tex., over the main line in alleged violation of article 6, section 12, and article 9, section 11, of the firemen's agreement.

(GC–1300, GC–1301, GC–1318, GC–1319, and GC–1320) The Board decided that claims of conductors and brakemen for payment on the basis of 100 miles for certain extra trips after completing regular assignments should be denied.

(GC–1337 and GC–1324) The Board decided that before issuing Bulletin 88, July 19, 1928, the carrier, in obedience to the letter and spirit of the Railway Labor Act, should have followed the procedure prescribed by sections 5 and 6 of that act, and that, having failed to give the notice therein prescribed before the change about which complaint was made, such notice should have been promptly given following protest by the representatives of the employees; further, that claims of individual employees for an extra day where services were performed between Nome and Sour Lake, since the Sour Lake branch has been abandoned, should be denied.

(GC–1302, GC–1303, GC–1304, GC–1305, and GC–1306) The Board decided that claims of several conductors for one local day's pay in addition to what was paid, account time required to report for duty, should be denied.

(GC–1321) The Board decided that claim of brakeman for payment on basis of a local day, March 21 and April 8, 1930, in addition to what he was paid, account being required to report for duty to make an alleged extra trip from Brownsville yard, should be denied.

(GC–1419) The Board decided that claim of engineer for deadhead pay when sent from San Antonio to Houston on August 14, 1930, to assist in handling troop movement from Houston to Palacios during National Guard encampment should be allowed.

(GC–1416) The Board decided that claim of fireman for 106 miles pay for deadheading Denison, Tex., to Ennis, Tex., June 23, 1930, should be denied.

(GC–1415) The Board decided that claim of firemen for continuation of local rate of pay on Lockhart branch should be allowed.

(GC–1413) The Board decided that the claim of fireman for payment for run-around account not being used in messenger service September 11, 1930, should be denied.

(GC–1420) The Board decided that claim of engineer for daily guaranty of $7.46 for trip in irregular passenger service extra 265 east, Brownsville to Edinburg, February 20, 1931, should be denied.

(GC–1307 and GC–1308) The Board decided that conductor of train 19 should be allowed compensation for switching services from the time train left the passenger station at Denison until placed on designated track, but that he should be denied compensation for services for time consumed in moving outbound train no. 20 from coach track to Missouri-Kansas & Texas Railway Co. passenger station, the compensation to begin October 28, 1939, and continue until January 15, 1930, and subsequent dates on which the service for which compensation is allowed was performed, subject to a deduction for switching services heretofore paid by carrier.

(GC–1330) The Board decided that brakemen named in carrier's exhibit 61–E, page 5, should be compensated between October 29, 1929, and December 26, 1929, and subsequent dates on which such service has been performed on the same basis for switching services as the conductors in cases GC–1307 and GC–1308.

(GC–1340 and GC–1334) The Board decided that claim of conductor for local rate of pay account of picking up from the Frisco transfer at Paris, and the Missouri-Kansas & Texas transfer at Greenville, June 2, 1929, and claim of brakemen for local rate of pay account picking up from the Frisco transfer at Paris, August 8, 1929, should be denied.

(GC–1421 and GC–1422) The Board decided that claims of engineers for payment of one day's pay each, December 25, 1930, January 26 and 27, and February 7, 1931, under provisions of the second paragraph of section 10, article 23, Sunset engineers' schedule, should be allowed.

(GC–1409) The Board decided that fireman's claim for payment for daily guaranty applicable to passenger service in light engine movement December 9, 1929, should be denied.

(GC–1410) The Board decided that claim of fireman for continuous time from Houston to Echo account being tied up before the expiration of 14 hours May 3, 1929 should be denied.

(GC–1411) The Board decided that claim of fireman for 1 day's pay under the held-away-from-home-terminal rule December 22, 1929, should be allowed.

(GC–1412) The Board decided that claim of fireman for one day's pay under the held-away-from-home-terminal rule, December 1, 1929, should be allowed.

(GC–1341 and GC–1335) The Board decided that claims of conductor and brakeman for payment on the basis of a passenger day in turn-around passenger service, Hearne to College Station and return on December 21, 1929, plus payment on the basis of a passenger day deadheading Hearne to Houston, train no. 16, same date, should be allowed.

(GC–1342) The Board decided that claim of conductor for payment of 100 miles under the provisions of the held-away-from-home-terminal rules September 9, 1928, should be allowed.

(GC–1325) The Board decided that claim of brakemen for payment on the basis of a minimum day on the Houston-Glidden district, and a minimum day on the Galveston district, for service performed on extra 738, Houston to Eureka to Harrisburg, thence to Galveston, November 19, 1926, should be denied, it appearing from the evidence that an emergency was created by reason of the congested condition in the yards at the time in question.

(GC–1332) The Board decided that claim of brakeman for payment on the basis of one hour at Beaumont, train 246, October 8, 1929, under article 11, brakemen's schedule, should be denied.

(GC–1331) The Board decided that claim of brakeman for payment on the basis of one hour under article 11, brakemen's agreement, for service performed at Del Rio on July 21, August 23, and September 5, 1929, should be allowed.

(GC–1333) The Board decided that the claim of brakeman, El Paso division, for local rate of pay, trains 241 and 244, September 28, 1929, should be allowed.

(GC–1317 and GC–1338) involving protests against being required to couple air on trains, were withdrawn from arbitration by agreement of the parties with the understanding that such action does not prejudice the position of either party.

(GC–1312 to 1316, inclusive) were cases which the arbitration board was unable to dispose of prior to change in Railway Labor Act, and were, by agreement of the parties, allowed to remain as unsettled and pending disposition with the understanding that they would be submitted to the National Railroad Adjustment Board or proper adjustment board created under the amended Railway Labor Act; further, that in the event it should later be decided that the National Railroad Adjustment Board or other proper adjustment board did not have jurisdiction of the five cases, they would be submitted to arbitration under the terms of the Railway Labor Act, as amended.

File GC–1283

N. C. & St. L. Railway Clerks' Association

v.

Nashville, Chattanooga & St. Louis Railway

MEMBERSHIP OF BOARD

Hon. J. Carlton Loser, attorney, Nashville, Tenn.

Mr. T. Fulcher Jones, general chairman, Nashville, Chattanooga & St. Louis Railway Clerks' Association.

Mr. W. J. McWhorter, superintendent, Nashville, Chattanooga & St. Louis Railway.

(Arbitration hearings begun June 14, 1934)

PARTIES INVOLVED

Employees—Unknown number of clerical employees.

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

AWARD

Dated.—August 10, 1934.

Effective date.—August 10, 1934.

Life of.—Not specifically stated in the award.

Where filed.—Office of Clerk of the District Court of the United States for the Middle District of Tennessee, Nashville division.

Specific question submitted to arbitration board.—"Should clerical positions covered by the contract with the clerical employees, dated May 19, 1921, and amended to June 1, 1924, be abolished and the work formerly performed on these positions transferred to employees covered by contracts with other organizations?"

Digest of award.—A majority award decided that the preponderance of the evidence shows that the work of the yard-clerks, now performed by operator-clerks, consumes less than 4 hours in each work day of 8 hours. Therefore, the petition of the clerks cannot be sustained, and their claim is denied.

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