

# **REPORT TO THE PRESIDENT**

**BY THE**

## **EMERGENCY BOARD**

**Created April 26, 1937, Under the Provisions of  
Section 10 of the Railway Labor Act**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYEES**

**vs.**

**INTERNATIONAL LONGSHOREMEN'S ASSOCIATION**

**vs.**

**PENNSYLVANIA, LONG ISLAND, BALTIMORE & OHIO, READING,  
CENTRAL RAILROAD OF NEW JERSEY, LEHIGH VALLEY,  
NEW YORK CENTRAL, NEW YORK, NEW HAVEN &  
HARTFORD, DELAWARE, LACKAWANNA &  
WESTERN, AND ERIE RAILROADS**

UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON: 1937

**REPORT TO THE PRESIDENT BY THE EMERGENCY BOARD,  
CREATED APRIL 26, 1937, UNDER THE PROVISIONS OF  
SECTION 10 OF THE RAILWAY LABOR ACT**

*Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees vs. International Longshoremen's Association, vs. Pennsylvania, Long Island, Baltimore & Ohio, Reading, Central Railroad of New Jersey, Lehigh Valley, New York Central, New York, New Haven & Hartford, Delaware, Lackawanna & Western, and Erie Railroads*

On April 26, 1937, the President of the United States, after advice from the National Mediation Board and pursuant to the provisions of section 10 of the Railway Labor Act, amended, proclaimed the existence of an emergency upon the above-mentioned railroads threatening substantially to interrupt commerce within the State of New York and other States in the eastern part of the country, to a degree such as to deprive that section of the country of essential transportation service, growing out of disputes between those railroads and certain of their employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (hereinafter called the Brotherhood) and the International Longshoremen's Association (hereinafter called the Longshoremen), which disputes had not theretofore been adjusted under the provisions of the Railway Labor Act, as amended.

Pursuant to this proclamation, the President on the same day created an Emergency Board, composed of William H. Davis, I. L. Sharfman, and Frank M. Swacker, directing them to investigate the facts concerning such disputes and make every effort to adjust them, and within 30 days from April 26, 1937, to make a report to him thereon.

The Board organized May 1, 1937, electing Frank M. Swacker chairman, and a series of public hearings, private conferences with the parties and executive sessions of the Board were held beginning Monday morning, May 3, 1937, and extending to Friday evening, May 14, 1937. As a result of the efforts of the Board to adjust the disputes on the basis of the facts developed in these proceedings, it was enabled to dispatch the following telegraphic communication to the President on May 14, 1937:

"The Emergency Board appointed by you pursuant to your proclamation of April 26 under the provisions of the Rail-

way Labor Act is pleased to report that the threatened interruption of commerce in the New York Harbor area has now been averted through agreement of the parties to settle their differences by reverting to the established procedures of their own organizations and the orderly processes of the Railway Labor Act, certain differences in wage rates provocative of controversy having been removed by agreement. The adjustment agreed upon by the parties involves no compromise with principle and on the contrary reflects a commendable recognition by all concerned of the desirability of proceeding in orderly fashion and of the adequacy of the Railway Labor Act for this purpose. Our full report to you will be submitted in due course."

The emergency which called the Board into being was brought to the attention of the National Mediation Board by the carriers involved on April 21, 1937, by a telephone conversation confirmed by a telegram as follows:

"This is to confirm telephone conversation between Mr. Beyer and Mr. Walber this morning. Notwithstanding your Board has before it the question of representation of pier-freight handlers on certain railroads in the New York Harbor similar requests have been received from the International Longshoremen's Association on the other railroads except the Pennsylvania, Long Island, and Lehigh Valley. On the Erie and New Haven conferences have been held with their representatives who demand definite answers by Saturday next. Conferences are pending on the other railroads. Where conferences have been held the International Longshoremen's Association have taken the definite position that they represent the truckers and stevedores at pier stations and, regardless of any action by the clerks organization or your Board, unless such representation is recognized they will demonstrate their claim. The Brotherhood of Railway and Steamship Clerks is also making demands not only for increases in pay but certain other extreme provisions including a closed shop. It is obvious that regardless of whom the railroads may recognize the other organization will not accept the situation. As the railroads which have agreements with the Brotherhood of Railway and Steamship Clerks entered into them under the provisions of the Railway Labor Act we believe the integrity of that act is at stake and that the situation justifies your Board in taking cognizance of it and such action as will insure against threatened interruption to commerce in this harbor. We urge that a member of your Board come to New York not later than Friday<sup>y</sup> next, familiarize

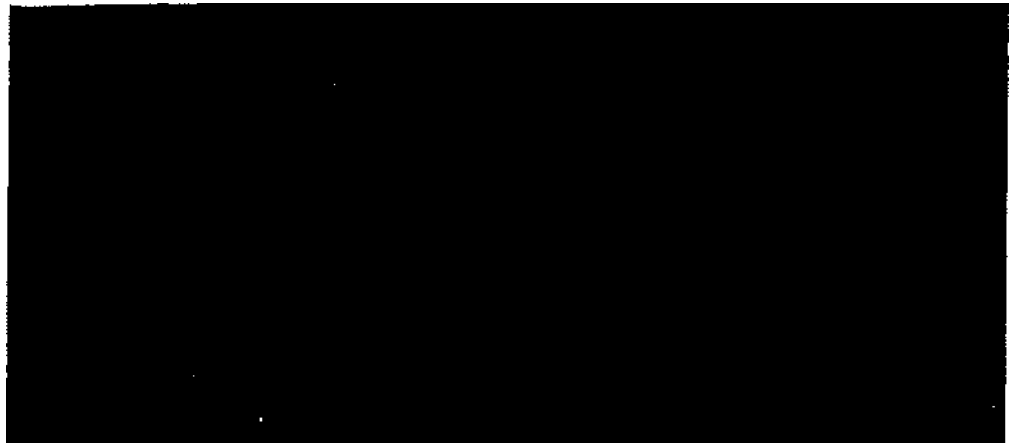


himself with the situation, and take appropriate steps under the Railway Labor Act."

In response to this telegram a representative of the National Mediation Board arrived in New York on Friday, April 23. He made an effort to compose the disputes with all three parties, and when his efforts failed he proposed arbitration. This proposal was formally made by the National Mediation Board in a telegram dated 5:47 p. m. April 25. All the parties declined to submit to arbitration. The National Mediation Board thereupon notified the President that the pending dispute threatened substantially to interrupt interstate commerce, and the President, in the exercise of the authority conferred upon him by section 10 of the Railway Labor Act, issued the proclamation under which this Emergency Board was appointed.

The trouble underlying that emergency is to be found in a jurisdictional dispute between the Brotherhood and the Longshoremens, both affiliated with the American Federation of Labor, with regard to the organization and representation of so-called marine-freight handlers. There is agreement between them that the Brotherhood has exclusive jurisdiction over freight handlers who do not move freight to or from floating equipment, and that the Longshoremens have exclusive jurisdiction over freight handlers who move freight between floating equipment and deep-water vessels. The workers involved in the dispute are employees who handle freight from railroad piers (freight stations and lighterage piers) to floating equipment (car floats, lighters, barges, and scows), and from such floating equipment to railroad piers.

The roots of the jurisdictional dispute extend back for a period of about two decades. Prior to 1916 the jurisdiction of the Brotherhood was limited to clerks, and the jurisdiction of the Longshoremens was limited to shipside operations. At the 1916 convention of the American Federation of Labor, the jurisdiction of the Brotherhood was extended to freight handlers and that of Longshoremens to marine warehousemen. Such conflict between the two organizations as then existed with respect to freight handlers was deemed to have been composed by an agreement between the parties, upon which the extension of the Brotherhood's jurisdiction was conditioned, specifying that "where men are employed in marine warehouses, their work consisting of moving freight to and from marine warehouses to deep-water vessels of seaports and the Great Lakes, the Brotherhood of Railway. Clerks conceded the jurisdiction of these men to the Longshoremens' International Association." Marine warehousemen and freight handlers were not further defined.



On January 31, 1919, the Director General of Railroads recognized the Longshoremen as representative of the class of employees in New York Harbor now in dispute, and this jurisdiction of the Longshoremen was excepted from the contract of the Brotherhood under the national agreements which were subsequently negotiated by the United States Railroad Administration. This exception was maintained during the operation of the national agreements by express order of the Director General, reversing an earlier decision of Railroad Adjustment Board No. 3. Upon abrogation of the national agreements by order of the United States Railroad Labor Board, after the return of the roads to private operation, the Brotherhood and the Longshoremen, in 1921, effected an agreement under the auspices of the American Federation of Labor, under which the Longshoremen relinquished jurisdiction over those freight handlers to the Brotherhood and turned over to the Brotherhood the membership of the Longshoremen's Local 976.

In 1933 the Longshoremen again issued a charter to Local 976; but, upon protest of the Brotherhood and after a conference on November 20, 1934, with officials of the American Federation of Labor, the Longshoremen once more agreed to recognize the jurisdiction of the Brotherhood and to turn over the membership of Local 976 to it. This agreement was confirmed by the president of the Longshoremen by letter of January 9, 1935.

In 1936 the Longshoremen began once more to organize the freight handlers in the New York Harbor area, and, upon protest of the Brotherhood, a conference between the two organizations was held in Washington with the president of the American Federation of Labor on October 15, 1936. The president of the Federation and the participants thought that an agreement had been arrived at, and an exchange of letters followed, in which the parties undertook to state the jurisdictional dividing line that they had agreed to. But the correspondence itself and the testimony of the participants in it show that they differently understood the attempted definition, so that, instead of settling the controversy, it tended to aggravate it by affording to each side the support of its own interpretation.

On November 12, 1936, the Longshoremen reissued the charter to Local 976, and took back into its membership the railroad employees handling freight on the piers. The Brotherhood brought complaint once more to the American Federation of Labor, and on December

1936, the president of the Federation wrote to the president of the Longshoremen that the charter of the Brotherhood "grants to that organization jurisdiction over all men employed by railroad companies who are engaged in the handling of freight no matter where that work may be performed." This was, in terms, but clearly not in intent, a broader definition of the jurisdiction of the Brother-

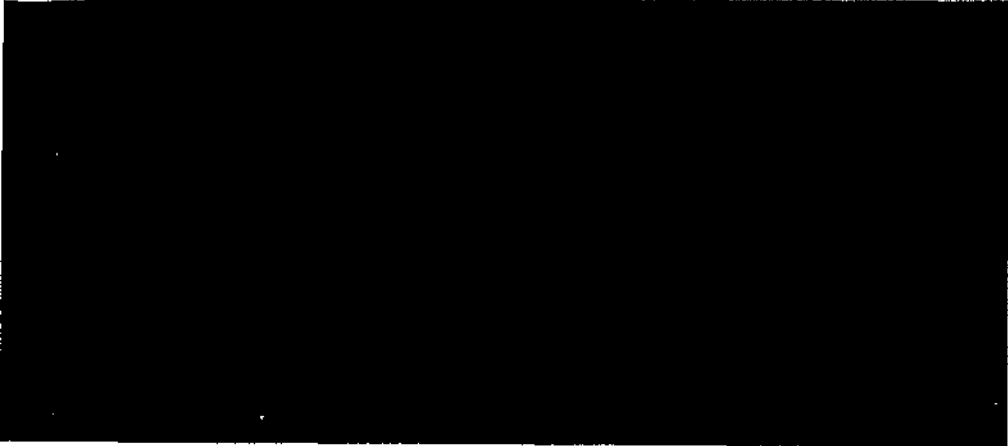


hood than the 1916 agreement, since it did not exclude the marine warehouse employees of the railroads over whom the Brotherhood had conceded jurisdiction to the Longshoremen.

On January 8, 1937, Longshoremen's Local 976 filed an invocation with the National Mediation Board, requesting it to investigate disputes as to who were the representatives of the so-called marine freight handlers of the Erie and the New York, New Haven & Hartford Railroads in the port of New York, and to certify representation of these employees under the provisions of the Railway Labor Act. Hearings in these proceedings (and in a number of allied cases) were held by the National Mediation Board, March 1 to 5, 1937.

On March 3, 1937, while these hearings were in progress, an agreement was concluded between the Brotherhood and the Seaboard Terminal and Refrigeration Co., an independent contracting company conducting operations on piers 20 and 21 of the Erie Railroad, whereby the Brotherhood was recognized as representing the Seaboard's employees. Although this agreement was the result of negotiations between the Brotherhood and the Erie, which had extended over a period of several months, and was made pursuant to an appointment which had been arranged about, a month prior to its consummation, it does not appear that the Longshoremen were aware of such negotiations. They looked upon the making of the agreement with this contracting stevedore as a violation of an understanding, which they say existed, that both sides would await decision of the Mediation Board.

On April 8, 1937, a representative of the Longshoremen conferred with the Seaboard Co., and, after stating that most of the Seaboard's employees were members of the Longshoremen, requested that the Longshoremen be recognized as representing the Seaboard's employees. The Seaboard Co. pointed out that it had entered into an agreement with the Brotherhood covering these men, and that to recognize the Longshoremen would constitute a violation of its contract with the Brotherhood. Thereupon the Longshoremen, as President Ryan puts it, "were forced to authorize the men to cease work" on piers 20 and 21, North River, with the result that all operations at these piers were stopped. A conference between the presidents of the two organizations ensued, as a result of which the president of the Brotherhood conceded jurisdiction of truckers and stowers employed by the Seaboard Co. at piers 20 and 21 to the Longshoremen for the time being, with the understanding that the jurisdictional dispute would be referred to the American Federation of Labor for decision. As a result of this action, the Seaboard Co. recognized the Longshoremen as the bargaining agent of the employees on these piers, and work was resumed. An agreement



covering these employees was entered into between the Longshoremen and the Seaboard Co. on April 9, 1937.

On April 10, 1937, the Longshoremen addressed a letter to the Erie Railroad requesting a conference to discuss representation of railway employees. The conference was held on April 16, and the Longshoremen stated, in substance, that they had a great majority of the Erie employees signed up as members of their organization, and therefore requested that that organization be recognized as representing marine-freight handlers at piers 2 and 8, Jersey City, and at the Weehawken piers. They declared, furthermore, that, since the Brotherhood had organizers busy in the harbor, the Longshoremen could not wait for a decision from the Mediation Board with respect to this matter of representation, but would have to secure recognition from the railroads immediately or demonstrate that the employees involved were affiliated with their organization. An immediate answer to these demands was requested, or in any event an answer not later than the next day. The Longshoremen pointed out that the Erie employees at Jersey City and Weehawken were to meet the following Sunday afternoon, and that, unless they had some assurance that the Erie Railroad would recognize the Longshoremen, the Longshoremen might be forced to prove their right to represent these men by a demonstration on Monday, April 19. In this connection, attention was directed to the fact that the lighter captains were affiliated with the Longshoremen, that all longshore labor employed at steamship piers were part of the same organization, and that there was a very close tie-up between the Longshoremen and the Teamsters. The Erie Railroad complained that, in view of its contract with the Brotherhood, the Longshoremen could not be recognized without violating this contract, which violation would also constitute a violation of the Railway Labor Act. The Longshoremen then recognized that the Erie officials were entitled to a little time to consider the matter, but insisted upon a definite reply not later than Saturday, April 24.

On April 10, 1937, the Longshoremen also requested a conference with the New York, New Haven & Hartford Railroad, and, upon receiving no immediate reply to the request, wrote further, stating that it was difficult to keep peace among the men, and that unless it heard from the carrier in the near future it could not be held responsible for whatever might occur.

On April 14, 1937, the Brotherhood addressed to the carriers a communication stating, in effect, that, as a result of activities of the Longshoremen, a situation had arisen which could not be dealt with adequately except by joint handling between a committee representing the railroads entering the port of New York and a similar

committee representing their employees, and requesting the creation by the carriers of a committee having full power to negotiate for them at such conference.

As a result of that communication a conference was held on April 16, at which the representatives of the Brotherhood presented a written proposal, and stated, in substance, that it was submitted in an effort to prevent the Longshoremen from making inroads on the membership of the Brotherhood. The written proposal was as follows:

"1. Eliminate all contract labor.

"2. Effective April 9, 1937, increase the rate of pay for freight handlers to seventy-three cents (\$0.73), stowers, etc. to seventy-five cents (\$0.75). Apply similar proportional increase to rates of pay of all our class of employees (except general office employees) working within the lighterage limits of New York Harbor, and including Elizabethport, Newark, Secaucus, Little Ferry, Edgewater, Kings Bridge, Mott Haven, Westchester Avenue, Port Morris, Flushing, Jamaica, Vanderveer Park, Bay Ridge, and Pouch Terminal, Staten Island these increases in the case of pier freight station and transfer platform employees to be applied so as to create a uniform and standard rate of pay for each of the several different positions involved.

"3. Guarantee to every employee used on any day not less than 8 hours pay.

"4. Allow annual vacation of 12 days with pay to all employees.

"5. Institute weekly basis of pay for all pier, freight station, and transfer platform employees.

"6. This arrangement to apply on all railroads entering New York Harbor, including Wallabout Union Freight Station and Union Inland Freight Station.

"7. On and after May 1, 1931, none of the participating carriers to permit any employees to work unless a member of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees or of A. F. of L., Local Union 18882."

On that same day, April 16, the Longshoremen addressed the New York Central, requesting a conference and recognition as the representative of the men employed directly by that railroad, and similar communications were addressed to the Central Railroad of New Jersey, the Delaware, Lackawanna & Western, and the Baltimore & Ohio on April 17, and to the Lehigh Valley and the Pennsylvania on April 21.

On April 19, the New Haven Railroad conferred with the Longshoremen in response to the request of April 10, and at that confer-



ence pointed out that it had an agreement with the Brotherhood, and that the question of representation was then pending before the Mediation Board. The Longshoremens insisted that they were entitled to represent these men, and were determined to do so, although they finally agreed to withhold immediate action.

On April 21, the carriers advised the Brotherhood as follows:

"\* \* \* Through notice served under date of March 4, 1937, your organization has formally before the railroads of the whole country a request for certain changes in compensation and rules for the employees it represents, with a definite request for national handling. In view of this situation, we are obviously not in a position to enter into a local agreement such as you now propose."

The Brotherhood's reply, communicated to the carriers the same day, reads in part as follows:

"\* \* \* The present situation is one that not only involves the railroads and their employees but the public as well and we are convinced as a result of our constant contact with the men that conditions are so pressing as not to permit of delay in handling, much less waiting for the outcome of the national wage question.

"You must surely realize that announcement of your decision to the employees will not only aggravate an already critical situation but may have the gravest consequences.

"In view of these circumstances we have decided to withhold immediate announcement of your decision pending your further consideration."

The carriers thereupon reported the situation to the National Mediation Board in the way we have already set forth.

On April 22, the Brotherhood issued a statement to its membership, in which, among other things, it said :

"We advised the Railroad's Committee this p. m. at a conference held to further discuss our proposals that an agreement must be reached prior to noon, Saturday, April 24, covering all railroads entering the port of New York.

"If no agreement has been reached by the time above specified, you will be notified through your Local Committee that our conferences have failed."

On April 23, 1937, the National Mediation Board dismissed the claim of the Longshoremens to represent marine freight handlers employed by the New Haven and Erie Railroads, and held that the employees of the Seaboard Co. were not subject to the provisions of the Railway Labor Act, and on the same day the executive council of the American Federation of Labor, affirming the notification by

the president of the Federation to the president of the Longshoremen, under date of December 22, 1936, ruled that jurisdiction over the particular men involved was with the Brotherhood.

In the period from April 15 to April 26, the Longshoremen concluded agreements with various stevedoring companies conducting operations on the piers of some of these carriers : With the William Spencer & Son Corporation, covering operations at pier 22 of the Baltimore & Ohio, under a contract effective April 15, 1937 (which was entered into after the operations of the Spencer Corporation on pier 22 had been stopped on April 8 as the result of activities of representatives of the Longshoremen) ; the Penn Stevedoring Corporation, covering operations at piers 27, 28, 29, 30, and Desbrosses Street, New York, of the Pennsylvania Railroad, under a contract effective April 15, 1937; with the William Spencer & Son Corporation at the Jersey City terminals of the Lehigh Valley, under a contract effective April 26, 1937 ; and with the Jersey Contracting Corporation, covering operations at the Jersey City and Greenville piers of the Pennsylvania Railroad, under a contract effective April 26, 1937.

The position of the Longshoremen is based principally upon the claims that the Brotherhood has failed to keep the freight handlers on the waterfront effectively organized or to promote their interests, and that, because of this fact, these freight handlers desire to be represented by the Longshoremen. In reply, the Brotherhood asserts that it has been largely occupied hitherto in a struggle with company unions, and that defections from its ranks are not spontaneous, but the result of repeated and vigorous efforts of the Longshoremen to make inroads upon the Brotherhood membership. The Longshoremen also direct attention to the fact that they admit to membership colored workers, constituting a substantial portion of the whole body of employees involved, whereas the Brotherhood is unable, under its constitution, to do so ; and it argues that this circumstance provides further support for its claim to jurisdiction. The Brotherhood, conceding the desirability of admitting colored workers to its organization, asserts that this result must await the education of the rank and file of its membership ; and it argues that the interests of the colored workers are amply protected by Local No. 18882, composed of colored workers and affiliated directly with the American Federation of Labor, that the Brotherhood represents this Federal union in negotiations with the carriers and handles its grievances, and that no discrimination exists between the wages and working conditions of colored workers and white workers.

To the suggestion of the Longshoremen that the question of representation be decided by a vote of the workers involved, the Brotherhood reply that these workers are only a minor part o

the class or craft of railway and steamship clerks, freight handlers, express, and station employees whom they represent, and are not entitled to vote as a separate class or craft under the Railway Labor Act.

The situation is further complicated by the fact that the freight handling at a number of railroad piers is performed for the carriers by independent stevedoring companies. The work of the employees of these stevedoring companies is performed on railroad property and with railroad facilities and equipment ; and it does not differ essentially from that performed by the direct employees of the railroads. The Longshoremen have organized the employees of these stevedoring companies, and have negotiated contracts on their behalf, effecting in several instances substantial increases in their rates of pay, which had on some roads sagged to levels variously and substantially below the uniform basis applicable during Federal control. The success achieved by the Longshoremen in connection with these employees of the stevedoring companies has been utilized by them as a means of organizing freight handlers employed directly by the railroads and covered by agreements between the Brotherhood and the carriers. In the case of the Seaboard Terminal & Refrigeration Co., the National Mediation Board has held that its employees are not subject to the Railway Labor Act. Whether this ruling will be affirmed in connection with the pending protest of the Brotherhood, and whether similar rulings will be made with reference to the employees of the remaining stevedoring companies is, of course, as yet undetermined ; and, it is also questionable whether it would be feasible to delimit jurisdiction as between the Longshoremen and the Brotherhood on the basis of the identity of the employer as distinguished from the nature of the work performed by the employees.

Finally, the situation is still further complicated by the fact that at the ports (Portland, Boston, and Baltimore) the Longshoremen have been recognized as representatives of at least some of the railroad employees doing the class of work involved in this controversy. They have made agreements with the carriers covering these employees.

But, whatever the merits of the various conflicting claims of the Longshoremen and the Brotherhood, it is clear from the foregoing recital of the facts that the emergency was created by departures on the part of both the Longshoremen and the Brotherhood from the established procedures of their own organizations or the orderly processes of the Railway Labor Act. Under these circumstances, the efforts of the Emergency Board were directed primarily to inducing these long established labor organizations to revert to these established procedures and to these orderly processes.

This the Longshoremen and the Brotherhood ood agreed to do after adjustment of the structure of wage rates prevailing in the New York Harbor area which had been disturbed by the developments -which we -have recited leading up to the emergency. It appeared to be an essential incident of the settlement of the jurisdictional dispute that this disturbance of the wage rate structure, which had given rise to certain differences in wage rates provocative of controversy, should be removed, and the carriers proposed to remove -them on the condition that satisfactory assurances were given to them that the jurisdictional dispute between the Brotherhood and Longshoremen would be terminated through orderly procedure without stoppage of work and all proposals to the railroads made subsequent to March 4 by either the Brotherhood or the Longshoremen would be withdrawn.

The agreement of the carriers to readjust the wage rates bound up in the jurisdictional dispute was incorporated in the following memorandum :

"The several New York Harbor railroads are willing to put into effect May 16, 1937, a rate of fifty-five (55) cents per hour for truckers in their employ at piers and freight stations in the New York Harbor, as per the attached list; existing differentials in rate of pay above trucker's rate now in effect on the respective railroads for stowers (or stevedores) and checkers in the employ of such railroads to be maintained, except that no checker rates will be increased beyond sixty-one (61) cents per hour.

"If the negotiations resulting from the requests of the various labor organizations, dated March 4, result in an increase to these employees, such increase shall be applied to a rate of 53 cents for truckers, 55 cents for stowers (or stevedores) and 59 cents for checkers; provided, however, if the rates of this proposal are higher than such increase, they will be preserved.

"This proposal is conditioned upon satisfactory assurances being given to these railroads that the jurisdictional dispute between the Brotherhood and Longshoremen will be terminated through orderly procedure without any stoppage of work, and the withdrawal of all proposals to those railroads made subsequent to March 4, 1937, by either the Brotherhood or Local 976 of the International Longshoremen's Association."

Stations at which rates will apply :

B. & O. R. R. :

Pier 21, **E. R.** N. Y.

Pier 22, N. R. N. Y.

26th St. Station, N. Y.

St. George Transfer, N. Y.

**C. R. R. of N. J.**

Pier 10, N. R. N. Y.  
 Pier 39, N. R. N. Y.  
 Pier 80, N. R. N. Y.  
 Dock 11, Jersey City, N. J.  
 Bronx Terminal, N. Y.

**Erie R. R. Co. :**

Pier 7, E. R. N. Y.  
 Duane St., N. Y.  
 Wallabout Station, Brooklyn, N. Y.  
 Jersey City, N. J. (docks).  
 Weehawken, N. J.  
 28th St., New York.  
 149th St., New York.  
 New York, N. Y. (inland stations).  
 Croxton, N. J. (transfer).  
 Jersey City, N. J. (local stations).  
 Jersey City, N. J. (milk platform).  
 Edgewater, N. J. (N. Y., S. & W. R. R.) .  
 Edgewater, N. J. (pier A).

**Lehigh Valley R. R. Co.**

Pier 8, N. R. N. Y.  
 Pier 38, N. R. N. Y.  
 Pier 66, N. R. N. Y.  
 Pier 44, E. R. N. Y.  
 Pier 97, E. R. N. Y.  
 E. 125th St., N. Y.  
 Jersey City, N. J. (piers).  
 Claremont, N. J. (piers).  
 E. 149th St., N. Y.

**New York Central R. R. Co. :**

Piers 34-35, E. R. N. Y.  
 Barclay St., N. R. N. Y.  
 33d St., N. Y.  
 Pier 83, N. R. N. Y.  
 Piers B, D, E, F, G, I, N. R. N. Y.  
 Pier 7, N. R., Weehawken, N. J.  
 Piers 2, 3, 4, 5, 6, 9, 11, N. R., Weehawken, N. J.  
 St. Johns Park, N. Y.  
 130th St., N. Y.  
 Westchester Ave., N. Y.  
 Port Morris, N. Y.  
 Kingsbridge, N. Y.  
 Weehawken, N. J.

New York, New Haven & Hartford R. R. Co.:

Pier 39, E. R. N. Y.

Pier 37, E. R. N. Y.

Harlem River, N. Y.

Pennsylvania R. R. Co. :

Pier 28, N. R. N. Y.

West 37th St., N. Y.

125th St., N. Y.

Desbrosses St., N. Y.

No. 4th St., Brooklyn, N. Y.

Manhattan piers, Jersey City, N. *J.*

Greenville (N. J.) piers.

Long Island R. R. Co.:

Bay Ridge, N. Y.

Delaware, Lackawanna & Western R. R. Co.

Pier 26, E. R. N. Y.

Pier 13, N. R. N. Y.

Pier 41, N. R. N. Y.

Pier 68, E. R. N. Y.

Wallabout, Brooklyn, N. Y.

Hoboken lighterage piers.

Union Inland Freight Station, N. Y.

Wallabout Union Freight Station, Brooklyn, N. Y.

The assurances as to orderly disposition of the jurisdictional dispute upon which the proposal of the carriers was conditioned were incorporated in the following agreement between the Longshoremen and the Brotherhood :

"The Longshoremen and the Brotherhood shall proceed forthwith to a final determination of the jurisdictional dispute, it being understood that either of them may proceed with any legal step, whether under the machinery of the American Federation of Labor for the settlement of jurisdictional disputes or under the Railway Labor Act or other applicable law, as may seem to either of them appropriate to the bringing about of such final determination; and it being further understood that any proceedings taken under the machinery of the American Federation of Labor for the settlement of jurisdictional disputes shall be so taken and so proceeded with that the dispute will be submitted, if it has not sooner been settled, to the annual convention of the American Federation of Labor to be held in October 1937. It is further understood and agreed that both the Longshoremen and the Brotherhood will abide by such final determination until and unless the same may be changed by lawful procedure.

"Pending such final settlement of the jurisdictional dispute between the Longshoremen and the Brotherhood, the Longshoremen shall be recognized as the representatives, for the purpose of collective bargaining (unless changed under the provisions of the Railway Labor Act) of all those employees whom they now represent by virtue of existing contracts with various stevedoring companies ; and the Brotherhood shall be recognized as the representative, for the purpose of collective bargaining (unless changed under the provisions of the Railway Labor Act) of all the employees directly employed by railroad companies with whom the Brotherhood now has contracts.

"Such right to represent the respective employees up to the final disposition of the jurisdiction dispute shall not be disturbed if any employees now directly employed by the railroads with whom the Brotherhood has contracts, should come to be employed through the instrumentality of contractors, or if any employees now employed by contractors with whom the Longshoremen now have contracts should come to be employed directly by the railroads ; it being the object of this paragraph that the status quo as now established shall be maintained by all parties hereto in good faith pending the said final settlement of the jurisdictional dispute.

"The Delaware, Lackawanna & Western Railroad Co. at the present time has no contract either with the Brotherhood or with the Longshoremen. If, pending a final settlement of the jurisdictional dispute between the Longshoremen and the Brotherhood, a dispute should arise between them as to representation for the purpose of collective bargaining of the employees of the Delaware, Lackawanna & Western Railroad Co., that dispute shall be referred, if they are unable to settle it between themselves, to the National Mediation Board and the representation as ordered by it shall continue undisturbed until the final settlement of the jurisdictional dispute.

"Pending such final settlement of the jurisdictional dispute the Longshoremen and the Brotherhood mutually agree that neither one will solicit, or admit to its membership any employee, covered by the present agreement; who is now a dues-paying member in good standing of the other organization. Neither party shall conduct any organizing campaign among employees who are subject, by the terms hereof, to the jurisdiction of the other, but this shall not be construed to require either to refuse membership to any such employee who voluntarily applies therefor.

"It is mutually understood that both parties will in good faith take all possible steps to avoid friction between their re-

spective organizations pending such final determination, and to that end, in the event any disputes arise hereunder or upon matters not specifically provided for herein that the same shall be referred to Vice Presidents Holt of the Longshoremen and Snedden of the Brotherhood; in the event of their inability to compose such differences then they shall be referred by them to Presidents Ryan and Harrison (or the presidents for the time being) of the respective organizations ; and in the event of the inability of those two to adjust the matter, a third party shall be called in to referee such dispute, either to be selected by agreement of the parties, or failing such agreement, by nomination of the National Mediation Board.

In explanation of the first paragraph of this agreement it should be said that during the hearings it was made quite clear that the jurisdictional question to be decided was which of the two labor organizations should have jurisdiction of employees who handle freight from railroad piers (freight stations and lighterage piers) to floating equipment (car floats, barges, lighters, and scows) and from such floating equipment to railroad piers ; that the Longshoremen, who complained that the decision of the executive council of the American Federation of Labor communicated to them under date of April 23, 1937, was made without giving them an opportunity to be heard, had the right under the regulations of the American Federation of Labor to ask for a rehearing and reconsideration of the decision by the council ; that it was also open to the Longshoremen to apply to the Federation for enlargement of jurisdiction, with appeal in either case from the decision of the council to the annual convention of the Federation ; that it was also open to them to apply to the National Mediation Board for a reclassification of the so-called marine-freight handlers involved in the controversy as a craft or class separate and distinct from the inland railroad-freight handlers ; and that the Brotherhood was entitled to insist that the dispute should be submitted, if it had not sooner been settled to the satisfaction of the parties, to the annual convention of the Federation to be held in October 1937, and that both sides were, of course, entitled to take any other steps under the Railway Labor Act or other applicable law that might seem to them advisable.

All of the arrangements set forth in the foregoing agreements were formally approved by the carriers, the Longshoremen and the Brotherhood, except that, by subsequent agreement, the proposed adjustment of wage rates on the Long Island Railroad was withdrawn and the adjustment of wage rates on all the railroads was restricted to truckers and stowers, and was not to include checkers. The agreement with respect to the disposition of the jurisdictional



dispute, furthermore, was made binding not only upon the Longshoremen and the Brotherhood, but also upon Federal Local 18882 composed of colored workers not affiliated with the Longshoremen.

In conclusion we may add that throughout the proceedings the Board held to the opinion that when a jurisdictional dispute arises between two labor organizations, over representation of a single group of men by whom the particular work involved will be done in any event, the encouragement of the men in concerted interruption of commerce in an effort to extort recognition of one or the other of the rival leaderships is intolerable; that it is a wrong against the public, against the carriers and not infrequently against the very men in whose interest the step is supposed to have been taken. The agreements arrived at involve recognition by all concerned of the great importance of maintaining orderly procedures in connection with labor relations in the transportation industry, particularly with reference to the adjustment of jurisdictional disputes, and of adhering to the requirements of the Railway Labor Act, in the interest of the parties as well as of the users of the transportation service.

Respectfully submitted.

FRANK M. SWACKER, *Chairman.*

WM. H. Davis,

I. L. SHARFMAN.

