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## Basic Criteria Used in Voluntary Wage Arbitration in the United States, August 15, 1945-June 30, 1953

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BASIC CRITERIA USED IN VOLUNTARY WAGE  
ARBITRATION IN THE UNITED STATES,  
AUGUST 15, 1945-JUNE 30, 1953

by  
Paul B. Grant, Jr.

A Thesis Submitted to the Faculty of the Institute of Social  
and Industrial Relations of Loyola University in Partial  
Fulfillment of the Requirements for the Degree  
of Master of Social and Industrial  
Relations

June  
1954

### LIFE

Paul Bernard Grant, Jr. was born in Chicago, Illinois, March 18, 1931. He now resides in Oak Park, Illinois.

He was graduated from Fenwick High School, Oak Park, in June, 1948 and from Loyola University in June of 1952, with the degree of Bachelor of Science in the Social Sciences.

He began his graduate studies in the Institute of Social and Industrial Relations, Loyola University, in September, 1952.

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## CHAPTER I

### INTRODUCTION

In the past few years the status of arbitration in labor disputes in the United States has risen from that of a novelty to a common practice. In addition to the arbitration of disputes arising under existing collective bargaining contracts (grievances), there has been an increasing use of arbitration to determine the basic clauses of new contracts after negotiations have reached an impasse. <sup>1</sup>

While the arbitration of grievances is far more prevalent than that of disputes over new contract terms, the popularity of the latter has greatly increased since the end of the second world war. It is generally conceded by all parties to labor-management negotiations, that the settlement of contract terms by the parties, in the course of negotiations is far more satisfactory leaving such decisions to a third party. However, arbitration is often suggested as an alternative to a strike. <sup>2</sup>

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<sup>1</sup> Clarence M. Updegraff and Whitley P. McCoy, Arbitration of Labor Disputes, New York, 1946, 1.

<sup>2</sup> Maxwell Copeloff, Management-Union Arbitration, New York, 1948, 10; see also George W. Taylor, Government Regulation of Industrial Relations, New York, 1948, 364.

Unfortunately, the full extent of such arbitration cannot be known at the present time inasmuch as many of the awards are not published. Only at the request of the parties must the arbitrator issue a written decision, while the company and union involved in a dispute determine whether they wish the award published.<sup>3</sup> A desire to avoid publicity often serves as the governing factor in not making the award available for publication.

Some idea of the growth in importance of the arbitration of contract issues can be obtained from the report of the United States Conciliation Service for 1946, the last year for which such figures are available. In that year, of the 893 arbitrators appointed by the Service, eighty-five, or about nine and one half per cent, were named to arbitrate contract terms. A 1951 study by the Institute of Industrial Relations of the University of California, based upon 528 replies to a questionnaire, showed that those replying, representatives of management, labor, and the arbitrators, had participated in 15,432 grievance cases and 1,387 contract cases over a two-year period.<sup>4</sup> This evidence would indicate that contract cases make up about eight to nine per cent of all labor arbitration cases.

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<sup>3</sup> "Code of Ethics and Procedures for Arbitrators," Monthly Labor Review, LXXII, March, 1951, 274.

<sup>4</sup> Edgar L. Warren and Irving Bernstein, A Profile of Labor Arbitration, Los Angeles, Cal., 1951, 202.

These figures do not indicate the true import of arbitrations of disputes of interests upon the American economy. Unlike the arbitration of grievances which customarily concerns only a portion of the working force and is based upon an existing contract, the arbitration of contract terms binds management and labor to work for a certain specified period of time under conditions imposed by the arbitrator. In contrast to the arbitration of disputes of rights, arbitrations of disputes of interests involves making policies and principles to govern the future relationship between the parties. <sup>5</sup>

#### SCOPE OF THE STUDY

This thesis will concern itself with only one aspect of the many complex issues surrounding the arbitration of contract terms, that of the criteria or standard used by arbitrators in determining the wage issues in such arbitrations. Three basic objectives shall guide this study: first, an analysis of the criteria suggested for the arbitration of wages; second, a survey of actual arbitration cases to determine the prevalence and weight assigned the various criteria in actual use; and third, an attempt will be made to determine the future importance of these criteria. On the basis of this, an attempt will be made to determine the proper place of arbitration in relation to

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<sup>5</sup> Joseph Shister, Economics of the Labor Market, Chicago, 1949, 212.

contract issues. In order to achieve these ends, it will be necessary to adhere to the following procedure.

A distinction will be made between voluntary arbitration and compulsory arbitration; this thesis will be concerned only with the former. This work will encompass only arbitration in this country.

#### PROCEDURE TO BE FOLLOWED

The first chapter will introduce the problem and present the method of the study. In addition to a presentation of the factors involved in the thesis, a definition of the technical terms to be used, will be included.

In the second chapter, the history of labor arbitration will be outlined. In order to appraise the present status and the future of arbitration, it is necessary to understand the past.

The third chapter will present the criteria proposed by leading authorities as the determinants of wages in arbitration. The criteria will be defined and the basic criteria determined. It will be necessary to draw upon the views of contemporary economists and arbitrators. The ideas of these men will be stressed inasmuch as their views are the roots of modern thought and practice in arbitration, and are molding its future.

Arguments for and against the use of the various criteria will be given in the fourth chapter. As in the preceeding

chapter, much weight will be accorded the reasoning of experts in the field.

The fifth chapter shall present the results of a study of post-war wage arbitration cases. The relative importance and use of the several criteria will be discovered and the actual weight assigned the criteria in practice will be determined.

In the sixth chapter, the submission agreement will be discussed. The possible importance of the oft-neglected agreement will be stressed.

The seventh and final chapter shall be the conclusion. This will consist of a summary of the data presented; the writer will derive conclusions in keeping with the objectives of this study.

#### DEFINITION OF TERMS

Inasmuch as it would be unwise to proceed without achieving a common agreement as to the precise connotation of the terms involved in this thesis, this shall be done now.

The general term "arbitration" shall be taken to mean an informal and flexible process in which the parties themselves, by mutual agreement, establish their own rules of procedure, either select the arbitrator or establish a method for his selection, define the problem or issue to be submitted and mutually agree, that within such limits, the arbitrator's decision shall

be final and binding.<sup>6</sup>

"Labor arbitration" shall be construed to mean arbitration of disputes arising out of either existing labor contracts or the negotiation of new ones.<sup>7</sup>

A labor dispute concerned with the interpretation, application or enforcement of an existing collectively bargained contract or agreement, is known as a "dispute of rights." A dispute arising in the negotiation of an initial or renewal contract or of a contract reopening, which involves the establishment of wages and/or working conditions which are to guide the employment relations of the future, is a "dispute of interests."<sup>8</sup> This thesis will be concerned solely with disputes of interests.<sup>9</sup>

In "compulsory arbitration" the parties are forced by

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<sup>6</sup> U. S. Department of Labor, Collective Bargaining, Bulletin 908-16, Washington, 1950, 82.

<sup>7</sup> Frances Keller, Arbitration in Action, New York, 1941, 5. This term will be used interchangeably with the term "industrial arbitration."

<sup>8</sup> Harry H. Platt, "The Settlement of Industrial Disputes," Michigan State Bar Journal, XXVIII, October, 1949, 19.

<sup>9</sup> "... when a labor agreement expires, each party has an "interest" in writing a new wage contract as favorable to himself as possible. Neither party has any generally recognized "right" however, to any particular wage level and neither has any legally enforceable claim against the other. As soon as both parties' signatures are affixed to a wage agreement, each one has definite and enforceable rights with respect to that wage." Alfred Kuhn, Arbitration in Transit, Philadelphia, 1952, 1.



statute to submit their disputes to a third party, who is often designated by the government.<sup>10</sup> While there is no federal compulsory arbitration, several of the states have passed such legislation from time to time.

"Voluntary arbitration," on the other hand, means that labor and management, of their own free will, agree to submit their dispute to a third party and agree in advance to be bound by the result.<sup>11</sup>

As further terms shall be introduced into the text, definitions of them shall be made.

#### METHOD OF STUDY

The method employed in the compilation of this thesis was exclusively that of research. Books and periodicals, popular, professional, governmental and legal, were consulted. Due to the sudden growth of labor arbitration in the past few years, most of the material written prior to the second world war proved of no specific value.

Sources for the survey of arbitration cases were the Labor Arbitration Reports published by the Bureau of National Affairs, and the American Labor Arbitration Awards published as a

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<sup>10</sup> Prentice-Hall, Labor Law Course, New York, 1953, paragraph 1303.

<sup>11</sup> Ibid., paragraph 1303.

part of the Prentice-Hall Labor Equipment series. 12

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12 Bureau of National Affairs, Labor Arbitration Reports, I-XX, Washington, D. C., 1946--; cited in footnotes by volume number and "LA" for Labor Arbitration Reports, followed by the page reference; Prentice-Hall, American Labor Arbitration Awards, I-V, Labor Equipment Series V, New York, 1946--. These awards are published first in volume five of the Labor Equipment Series, and afterwards bound in the American Labor Arbitration Awards. Cited in footnotes by volume number, and "ALAA," followed by the paragraph reference.

## CHAPTER II

### BRIEF HISTORY OF LABOR ARBITRATION

The historical origins of arbitration are unknown. At what point in history, man decided to submit his disputes to his chief or friends for settlement, as an alternative to violence or self-help, is unknown. <sup>1</sup> We do know that the ancient Greeks spoke of arbitration, while the Holy Bible contains references to it. <sup>2</sup>

#### EARLY LABOR ARBITRATION

In the field of labor, although early records are all but nonexistent, arbitration is found in England as early as the thirteenth century. Bracton, in his notebook, reports cases in 1224, 1231, and 1233. These, together with records of later cases show that labor arbitration was known in England several centuries ago. <sup>3</sup>

Early American history shows that the first settlers

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1 Earl S. Wolaver, "The Historical Background of Commercial Arbitration," University of Pennsylvania Law Review, LXXVIII, December, 1934, 132.

2 Philip G. Phillips, "A General Introduction," University of Pennsylvania Law Review, LXXVIII, December, 1934, 119.

3 Updegraff and McCoy, Arbitration, 5.

in this land brought arbitration with them. Several cases are discovered in the seventeenth century records of the colony of Connecticut.<sup>4</sup> A few other cases are also found in the colonial period. Somewhat later, a reference to arbitration is found in the constitution of the Journeymen Cabinet Makers of the city of Philadelphia in 1829.<sup>5</sup>

These early instances were rare. Labor arbitration is intrinsically related to collective bargaining. Not until strong unions arose on the American scene, unions able to successfully stand up to management, did collective bargaining and arbitration begin to play any more than a minor role in American history. With a few short-lived exceptions, this did not occur until some years following the American Civil War.<sup>6</sup>

#### ARBITRATION AFTER THE CIVIL WAR

The earliest wage arbitration case on record occurred in 1865, involving the Pittsburgh Iron Puddlers.<sup>7</sup> Shoe workers

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4 Fred Kent, "Pioneers in American Arbitration," New York University Law Quarterly Review, XVIII, May, 1940, 501.

5 Edwin E. Witte, Historical Survey of Labor Arbitration, Philadelphia, 1952, 5.

6 Ibid., 3.

7 "Results of Arbitration Cases Involving Wages and Hours, 1865-1929," Monthly Labor Review, November, 1929, 1054. It is interesting to note that the union received a substantial wage increase.

in Lynn, Massachusetts are reported to have arbitrated a dispute in 1870.<sup>8</sup> Professor Witte points out that the first labor arbitration case, as we now use the term, took place on April 19, 1871, with Judge William Elwell of Bloomsburg, Pennsylvania, rendering the decision.<sup>9</sup> Another definitely established case took place in the coal fields of the Tuscarawas valley in Ohio three years later. Other reported cases in the seventies took place in the Pittsburgh iron trades, and the use of arbitration slowly spread during the next two decades.

In the eighties and nineties there were other labor arbitrations but even a guess as to the approximate number is very hazardous. Some of these were decisions of state or local boards of arbitration acting under state arbitration acts. Others were arbitrated by neutrals selected by joint boards of arbitration. In a few cases, decisions were made by arbitrators who had been selected to settle pending strikes.<sup>10</sup>

Many of these early cases involved the settlement of contract issues and were properly disputes of arbitration. "They were really conference committees to determine wages and other conditions of employment through what would now be called collective agreements."<sup>11</sup>

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<sup>8</sup> Eli Oliver, "Arbitration of Labor Disputes," University of Pennsylvania Law Review, LXXXIII, December, 1934, 11.

<sup>9</sup> Witte, Historical Survey, 11.

<sup>10</sup> Ibid., 12.

<sup>11</sup> Ibid., 14.

While these cases appear to have been relatively few in number, they were accompanied by a growing recognition of the values of industrial arbitration which helped lay the groundwork for its more widespread use generations later. The National Labor Union, the Industrial Congress of the National Trade Unions of 1874, and the Knights of Labor advocated the merits of arbitration. Labor leaders Samuel Gompers and John Mitchell also were firm advocates of arbitration as opposed to the violence, suffering and expense of strikes. <sup>12</sup>

#### GOVERNMENT RECOGNITION

More official cognizance of the benefits of arbitration was provided through state and federal government action. The first state arbitration machinery was created as early as 1870 by Maryland. <sup>13</sup> Other early state laws included a second Maryland Act in 1878, New Jersey statutes of 1880 and 1886, a Pennsylvania law in 1883, one in Ohio in 1885, and laws in Kansas and Iowa a year later. These early laws, almost without exception, were, however, unused.

Other state legislation enjoyed greater success a few years later. New York and Massachusetts passed arbitration laws in 1886, California in 1891. The Board created by the New York

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<sup>12</sup> Ibid., 18.

<sup>13</sup> Commerce Clearing House, Labor Law Course, New York, 1950, paragraph 3518.

legislation handled 409 disputes between 1886 and 1904; that of Massachusetts 419 disputes in the same period. In the ten years from 1893 to 1903, an Ohio Board of Arbitration handled 160 disputes. <sup>14</sup>

Earliest federal legislation in the field of arbitration came with the Arbitration Act of 1808, for the railroad industry. "The voluntary arbitration provisions of the Act went unused during the ten years that it was in effect." <sup>15</sup> The Erdmann Act of 1898, passed to repeal the earlier legislation, provided for the creation of permanent machinery for voluntary arbitration in the railroad industry. Slightly more successful than the earlier law, it was utilized twelve times. <sup>16</sup>

With the threat of law providing for compulsory arbitration spurring them to action, the railroads and their unions put through the first "agreed bill" in 1913, the Newlands Act. While this law preserved voluntarism in settling disputes, it set up a permanent governmental agency to administer the law, the Board of Mediation and Conciliation. Prior to the passage of the Transportation Act of 1920, which repealed the act and established the United States Railroad Labor Board, twenty-one disputes were

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14 Witte, Historical Survey, 7, 8.

15 Ibid., 8.

16 Edgar S. Furniss, Labor Problems, New York, 1925, 512.

settled through arbitration. <sup>17</sup>

Every one of the wage arbitration cases in the railroad industry prior to the first world war resulted in granting an increase to at least part of the workers involved. While in some cases the increases were small, in others large gains were made by the employees. <sup>18</sup>

#### ARBITRATION SINCE 1900

The first years of the present century witnessed a steady, gradual growth in the use of arbitration. The Amalgamated Association of Street and Electric Railway Employees began its program of reliance upon contract arbitration. On September 1, 1910, the International Lady Garment Workers Union (AFL) settled a two-month strike with their now-famous "protocol of peace," which provided for the creation of arbitration procedure in the needle trades. In January of the following year, the United Garment Workers (AFL) and Hart, Schaffner and Marx formulated a Trade Board to handle future disputes in their section of the needle trades industry. <sup>19</sup> The International Typographical Union, early in the present century was cooperating with publishers in

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<sup>17</sup> Witte, Historical Survey, 27.

<sup>18</sup> "Results of Labor Arbitration Cases," MLR, XXIX, November, 1929, 80.

<sup>19</sup> John A. Lapp, Labor Arbitration, New York, 1946, 7.



setting up the machinery of arbitration.

Perhaps the most important, and undeniably the most famous arbitration case in this period, was the 1903 settlement of the five-month old anthracite coal strike. After a long and bitter battle in the coal fields, Theodore Roosevelt, the President of the United States, intervened and practically forced the mine owners to accept arbitration. The resulting award gave the miners a substantial increase in wages. <sup>20</sup>

The first world war caused important changes in the status of American labor, and in the manner of dealing with labor disputes. For the first time, the federal government took an active hand in dealing with labor disputes; previously the government had allowed the states to handle disputes except in the case of the railroads and scattered other instances. With war, the government had a vital interest in keeping up the flow of production. Recognizing this need and the consequent desirability of avoiding labor strife, the government adopted a policy of protection, recognition and even some encouragement towards organized labor. A union member was placed on almost every important wartime board. Samuel Gompers, President of the American Federation of Labor, was named to the highest civilian war agency, the Advisory Committee of the Council of National

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20 John A. Lapp, Labor Arbitration, New York, 1946, 7.

Defense.

Union membership increased rapidly, rising to a new peak of five million members in 1919. These figures were more than twice as large as at any time prior to the outbreak of the war. <sup>21</sup>

However, instead of declining in the face of the emergency, labor disputes increased as union members fought for higher wages to match the rapidly increasing cost of living. The number of strikes and man-days lost from 1916 through 1919 was the greatest of any period in American history. The number of work stoppages rose from 3,789 in 1916 to 4,450 in 1917, fell off to 3,353 in 1918, and rose again in 1919, to 3,630. <sup>22</sup> The necessity for sustaining production brought demands for a remedy for these stoppages and arbitration proved a logical solution, albeit a partial one. More than a dozen new agencies were formed by the government to deal with these disputes, headed by the National War Labor Board. With their aid, the number of work interruptions declined significantly in 1918, prior to the Armistice.

With the end of the war, the federal government stepped out of the labor scene and private enterprise resumed the

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<sup>21</sup> Witte, Historical Survey, 61.

<sup>22</sup> "Work Stoppages in the United States," MLR, LXV, August, 1947, 268.

controls. With two major exceptions, arbitration declined in importance as union strength waned under the ceaseless attacks of employers. "Commissions named by President Wilson arbitrated the nationwide bituminous coal strike of 1919 and the threatened anthracite strike of 1920." <sup>23</sup>

In 1920, the first modern arbitration act was passed, in the state of New York. Similar laws were passed in the next few years in Arizona, California, Connecticut, Louisiana, Massachusetts, Michigan, New Hampshire, New Jersey, Ohio, Oregon, Pennsylvania, Rhode Island, Washington and Wisconsin. <sup>24</sup> All of these acts were voluntary in nature.

The increasing use of arbitration in the twenties is demonstrated by the results of an incomplete survey of arbitration decisions in the United States conducted by the Bureau of Labor Statistics of the U. S. Department of Labor. This study reveals, on the basis of available records, that fifty-four decisions were handed down from 1865 to 1914; seventy-eight between 1915 and 1920, and 271 between 1921 and 1929. <sup>25</sup> While the results of this survey are admittedly inaccurate, this increase does provide a partial picture of the steadily growing import of

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<sup>23</sup> Witte, Historical Survey, 35.

<sup>24</sup> Frances Keller, American Arbitration, New York, 1948, 11.

<sup>25</sup> "Results of Arbitration Cases," MLR, XXIX, November, 1929, 1053.

arbitration upon the American labor scene.

With the reversal of government policy towards organized labor in the thirties, arbitration received still more emphasis. The Federal Anti-Injunction Act, the National Industrial Recovery Act and the National Labor Relations Act gave unions a new place in American economy, a position guaranteed them by the power of the federal government. Particularly with the passage of the Wagner act, which provided that the employer was bound to bargain in good faith, arbitration received new impetus. <sup>26</sup>

#### THE SECOND WORLD WAR AND RECONVERSION

In 1941, this nation was again plunged into war, this time a conflict which called upon American industry to pour forth all of its resources in order to insure victory. Labor disputes which disrupted production of goods vital to the war effort had to be held to a minimum. Resort was made to voluntary "no-strike" pledges and to appeals to patriotism. More concrete and more important was the creation of the National War Labor Board.

More than twenty thousand industrial disputes, a majority of them concerning the terms of new agreements, were settled by the NWLB in four years. <sup>27</sup> Dr. Witte points out that

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<sup>26</sup> The National Labor Relations Act is popularly called the Wagner Act or the NLRA.

<sup>27</sup> Commerce Clearing House, Labor Law Course, paragraph 3517.

compliance with Board orders was secured in all but about three hundred cases, most of these coming after the cessation of hostilities, despite the fact that the Board had no enforcement powers. 28

These decisions were held by the Supreme Court to be advisory only, but they had behind them the "no-strike" pledge strongly supported by public opinion, and the war power of the President which could be exercised to seize and operate any plant in which decisions of the board were defied. 29

The Board was empowered to hold hearings at the request of either party to a dispute. The Board members often suggested arbitration when it had not previously been employed and insisted upon it where the existing or expiring contracts called for it. "In each of the last three years of the second world war, the United States Conciliation Service appointed arbitrators in more than on thousand cases, and, in the first complete post-war year, 1946, made appointments in 892 arbitration cases." 30

Although the National War Labor Board had no power of enforcement, it did have coercive powers: it could report non-

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28 Witte, Historical Survey, 57.

29 Ibid., Federal courts held that the NWLB had no power of enforcement: See, for example: Employer Group of Motor Freight Carriers, Inc., v. NWLB, 143 F(2nd) 145 (1944); NWLB v. Montgomery Ward and Company, Inc., 144 F(2nd) 528, certiorari denied in 65 S.Ct. 134.

30 Ibid., 58.

compliance with a Board order to the Director of Economic Stabilization, who had the power, under the War Labor Disputes Act of 1943, to ask the President of the United States to seize and operate plants when a serious impediment to the war effort would result. 31

Wartime controls clamped tight lids upon wages and prices, which served to restrain inflation, and kept labor from losing ground. But, with the end of the war, these controls were removed, as the American economy geared itself for the task of returning to peacetime production, preparing to restock the depleted shelves of consumer goods.

Then came the reconversion period with its unprecedented economic problems. A strong inflationary movement set off a race between wages and prices. The inadequacies of collective bargaining in dealing with these formidable post-war problems were evidenced by an unparalleled rash of strikes. 32

In 1946, the Bureau of Labor Statistics reported 4,985 work stoppages, involving a total of one hundred sixteen million man days lost, both the highest in history. 33 Strengthened during the war, union membership was at a new peak and wages, which

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31 Edwin E. Witte, "Wartime Handling of Labor Disputes," Harvard Business Law Review, XXV, Winter, 1947, 174.

32 George W. Taylor, Government Regulation of Industrial Relations, New York, 1948, VIII.

33 Bureau of Labor Statistics, "Work Stoppages in the United States," MLR, LXV, 268.

had been frozen for several years, were a natural target for union demands. A "first round" of wage increases, in 1946, set a national pattern of increases at about eighteen and one-half cents an hour, and in 1947, unions received eleven and one-half to twelve and one-half cents plus fringe benefits in a second round of increases.<sup>34</sup> Thus, in the first two post-war years, wages for workers in most large industries increased about thirty cents per hour or twelve dollars a week.

As an alternative to the costly strikes which drained industry, recourse was made to arbitration in ever-increasing volume. The arbitration of grievances became a common clause in labor contracts while the arbitration of disputes of interests also bolstered its popularity. In place of the expensive power struggles of the past, greater reliance was placed upon various forms of procedure which were inexpensive and orderly - mediation, conciliation and arbitration. During arbitration the worker remains on the job; he loses no wages; production is not curtailed and the general public is not inconvenienced. "Arbitration creates a friendly atmosphere for the settlement of disputes and paves the way for the continuance and betterment of business

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<sup>34</sup> Arthur M. Ross, Trade Union Wage Policy, Berkeley, California, 1948, 61, 62.

relations." 35

#### ATTEMPTS AT COMPULSORY ARBITRATION

This study has thus far concerned itself exclusively with voluntary arbitration, and it would be pertinent, at this time, to discuss the history of compulsory arbitration in this nation and its status today.

Behind any government attempt to legally impose arbitration upon the parties to a labor dispute lies the general welfare. In any labor dispute, the public is a third party, yet the interests of the public are often disregarded. Generally, strikes in large industries and in public utilities are harmful to the public welfare.

In any democracy, the most difficult problem in labor relations is to effectively safeguard the public interest, while not infringing upon the legitimate rights of labor and management. Compulsory arbitration is one solution to the problem, an imperfect one however, since it restricts the economic powers of labor and management.

Although there have been sporadic attempts to pass legislation providing for compulsory arbitration in this country, most of the agitation for such laws has come during and after the two great wars. At these times, as has been pointed out, the

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35 "Arbitration - Vital Tool for Lawyers," Connecticut Bar Journal, XXI, December, 1947, 464.



economic balance of labor and management is disrupted, with consequent industrial strife as the parties seek to regain the status quo or to gain an economic advantage. Prior to the outbreak of the first world war, the few attempts at compulsory arbitration met failure. A compulsory arbitration bill was defeated by the Pennsylvania legislature in 1878.<sup>36</sup> The provisions for compulsory arbitration of the Arbitration Act of 1888 were never used and it was repealed ten years later.<sup>37</sup>

Not until after the first world war did this nation seriously attempt to combat industrial strife through compulsory arbitration. From the widespread labor unrest of the prairie regions, notably the great coal strife fomented by Alexander Howatt in the early nineteen twenties, coupled with the violence with which this nation was combatting radicals, i.e., communists, socialists, syndicalists and others whose ideals differed, came the Kansas Industrial Court, the first great American attempt. Designated industries which were affected with the public interest were to be controlled through the Court, which was designed to eliminate work stoppages in these industries.

Most important of the powers given to the Court was that which enabled it to settle disputes between employers and employees. Whenever, in any of the industries specified

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36 Witte, Historical Survey, 5.

37 Commerce Clearing House, Labor Law Course, paragraph 3522.

as essential, a controversy arose which threatened to endanger continuity or efficiency of service, or to produce industrial strife, danger or waste, and thereby create an emergency by endangering the public peace or health, the court had full power, authority and jurisdiction to investigate, to summon all necessary parties before it, to make temporary and permanent findings and orders, and to settle the controversies. 38

Decisions by the Supreme Court of the United States in the Wolff Packing company cases destroyed the effectiveness of the court and limited its powers so that, while the Kansas law remains on the books, it has not been used in many years. 39 However, the Court did not rule upon the constitutionality of the Act as such.

Not until after the second world war were any further attempts made to secure compulsory arbitration.

The rash of strikes right after world war two led to the enactment of laws in ten states prohibiting strikes in public utilities. Three state laws provided for the seizure and operation of public utilities by the Governor in case of work stoppages. Seven other states, including New Jersey and Pennsylvania established compulsory arbitration for disputes in these industries. 40

Compulsory arbitration, in some form, was attempted in Florida, Indiana, Michigan, Minnesota, Missouri, Nebraska, New

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38 Domenico Guagliardo, The Kansas Industrial Court, Lawrence, Kansas, 1941, 43.

39 Wolff Packing Co. v. Court of Industrial Relations, 262, U.S. 522; 267, U.S. 522.

40 Robert Frane and Richard Lester, Compulsory Arbitration of Utility Disputes in New Jersey and Pennsylvania, Princeton, 1951, 9.

Jersey, Pennsylvania and Wisconsin in the post-war era. While the Minnesota Act applied only to charitable hospitals, laws in the other nine states applied to public utilities. <sup>41</sup>

To the present, four of these state laws have been declared unconstitutional by federal courts, as they conflict with the Labor-Management Relations Act (Taft-Hartley Act) of 1947. The courts have declared that although the public utilities may be interstate in character, they have a substantial effect upon interstate commerce. As a result, the states cannot legislate for them in fields covered under the federal law. <sup>42</sup>

It is not the purpose of the present study to analyze the results of compulsory arbitration, which differs fundamentally from voluntarily arbitration, by reason of the governmental factor introduced into it. Public and legislative clamor for compulsory arbitration generally occurs in periods in which

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<sup>41</sup> Public utilities included electric power, light, heat, gases, water, communications, transportation, steam and sewer service in all or some of the laws. "Tabular Analysis of State Law Provisions," Labor Relations Reference Manual, XXXI, Bureau of National Affairs, Washington, 3039-3051. Future references to this series will be cited by volume, the letters LRRM and the page number, as 31 LRRM 3039.

<sup>42</sup> See, for example: Amalgamated Association of Street, Electric Railway & Motor Coach Employees of America (AFL), Division 998, et al v. Wisconsin Employment Relations Board, 27 LRRM 2395; International Union of United Automobile, Aircraft & Agricultural Implement Workers of America (CIO), etc., v. O'Brien, etc., et al, 26 LRRM 2082. (1950)

collective bargaining, and its extensions of conciliation, mediation, and voluntary arbitration break down. The most vociferous demands for compulsory arbitration have come during and after wars, in periods of greatest labor strife.

It is inevitable that collective bargaining will sometimes break down, when the interest of labor and management cannot be resolved. When this occurs, the efforts of a third party, through conciliation, mediation, or arbitration sometimes appeal to the parties to be more beneficial than striking. If these methods of peaceful settlement can be implemented, the demand for compulsory arbitration will wane.

Voluntary arbitration today is an integral part of the bargaining relationship. The number of cases arbitrated now runs into the thousands each year, with a steady rise in the number of arbitrations of disputes of interests.

## CHAPTER III

### CRITERIA SUGGESTED IN WAGE ARBITRATION

The most frequent source of disagreement between management and unions in the negotiation of a new contract concerns wages. In about half of all work stoppages, an inability to agree on wage rates is one of the major factors.<sup>1</sup> The contract issue most frequently submitted to arbitration also concerns the establishment of wage rates.

#### THE PROBLEM OF SELECTION

Over the years, a problem has arisen in wage arbitration, namely the selection, definition and application in specific cases, of standards to be used in the arbitration. The problem is complicated by the fact that neither labor or management will agree to any criterion they do not believe to be their advantage. "The union pressing for a wage increase, will argue for those standards which tend to support its position, and the employer will be equally selective in his choice of standards."<sup>2</sup>

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<sup>1</sup> Sumner Slichter, Basic Criteria Used in Wage Negotiations, Chicago, 1947, 7; Lapp, Labor Arbitration, 33.

<sup>2</sup> Emanuel Stein, "Criteria in Wage Arbitration," New York University Law Review, XXV, 1950, 727.

A further complication arises from the fact that, contrary to judicial litigation, arbitration pays little attention to precedent, each case generally being decided upon its own merits.

The history of arbitration, unlike the history of law, is not an account of the growth and development of principles and doctrines that have come, through a long use, to have a general validity and force. While arbitration probably antedates all the former legal systems, it has not developed any code of substantive principles, but is, with very few exceptions, a matter of free decision, each case being viewed in the light of expediency and decided in accord with the ethical or economic norms of the same particular group. One case is not authority for another since the decisions are in terms of persons and practices and not in accord with prescribed rules and doctrines. 3

As a result,

the arbitrator is ordinarily free to select his own criteria, and it is a matter of common observation that different arbitrators will emphasize different criteria, and sometimes an individual arbitrator will vary his preference from case to case. 4

Occasionally, the disputing parties will solve the problem of criteria by incorporating the standards which they wish to be used by the arbitrator in the stipulation to arbitrate or the submission agreement. In such a case, the arbitrator is

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3 Earl Wolaver, "Historical Background," U. of Pa. L. R., LXXXIII, 132. See also "Code of Ethics and Procedures for Arbitrators," MLR, LXXII, 274.

4 Emanuel Stein, "Criteria in Wage Arbitration," N.Y.U. L.R., XXV, 727. Also see Alfred Kuhn, Arbitration in Transit, Philadelphia, 1952, 2.

bound to accept these as his criteria. <sup>5</sup>

#### CRITERIA OFFERED BY ECONOMISTS

Various criteria are suggested as applicable to wage arbitration by different authors, economists and arbitrators. Inasmuch as these criteria differ from writer to writer in number, content or connotation, a representative group will be selected, after which a synthesis of the several criteria will be attempted and a definition given for the criteria selected.

Sumner H. Slichter lists seven criteria to govern wage issues. These include: 1) minimum necessities of workers, 2) changes in the cost-of-living, 3) the maintenance of take-home pay in the face of reductions in working hours, 4) changes in the productivity of labor, 5) the ability or inability of the employer to pay an increase, 6) the alleged effect of higher or lower wages upon consumer purchasing power and employment, and 7) the wages paid in other industries or places. <sup>6</sup>

Arthur Ross gives five criteria for determining wages; cost-of-living, living wage, comparable establishments, trends in productivity, and the ability to pay. <sup>7</sup> He proceeds to state

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5 The incorporation of criteria in the submission agreement will be more thoroughly discussed in a later chapter.

6 Slichter, Basic Criteria, 7. Slichter asserts that the first and third of these are used only by unions.

7 Ross, Trade Union Wage Policy, 9.

that the "going rate" and the "prevailing pattern of adjustment" are probably most important to an arbitrator.<sup>8</sup> These would appear to be subdivisions of his third criteria, comparable establishments.

Eight criteria are suggested by Jules Justin. Included in his list are: 1) changes in the cost-of-living, 2) improvement in the standard of living, 3) the prevailing wage rate in comparable jobs in the industry or in the local labor market area, 4) the effect of patterns or industry-wide increases, 5) competitive conditions in the area, 6) levels of comparable wage rates in comparable bargaining units, 7) the ability to pay, and 8) the relation between productivity and wage increases. He notes that there are no established or fixed formulae for determining which criteria to use in a particular case.<sup>9</sup>

The transit industry has, for many years, pursued a policy of incorporating arbitration clauses into bargaining contracts, and has probably been the leading industry in the nation in willingness to arbitrate contract terms.

For a period of years, at least as long as the practice of arbitration in this industry, a rather highly standardized list of criteria has been used. It is a rare case indeed in which the hearing, deliberation, decision and opinion are completed without at least passing

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<sup>8</sup> Ibid., 51.

<sup>9</sup> Jules Justin, "Arbitrating a Wage Dispute Case," Arbitration Journal, III, Winter, 1948, 230.



mention of each: ability to pay, the living wage, cost of living changes, productivity and comparable rates of wages. 10

Kuhn notes that the criteria are useful tools for getting partisan parties to agree, and to gain acceptance of the award. Having a logical basis for an award, the loser can better sell the award to company or union. 11

The criteria proposed by Edwin E. Witte include a realization that the arbitration proceeding must safeguard the general public in addition to settling the dispute. He offers seven criteria: cost-of-living, productivity, ability to pay, comparative wage rates, national patterns, the public interest and what it takes to effect a settlement. 12 The last of these appears to be solely a matter of expediency.

Emanuel Stein notes that:

Over the years, several factors have emerged as the major ones in wage arbitration; the cost of living, standards of living, productivity, ability to pay, wage trends or patterns and wage comparisons. 13

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10 Kuhn, Arbitration in Transit, 33, 34. A footnote mentions that Slichter's maintenance of pay in the reduction of hours and effects of changes on consumer buying power and employment are incorporated in ability to pay.

11 Ibid., 179.

12 Edwin Witte, "Criteria in Wage Rate Determination," Washington University Law Quarterly, Fall, 1949, 29, 34, 35, 37, 38, 42.

13 Stein, "Criteria in Wage Arbitration," N.Y.U.L.R., XXV, 729.

While this list is necessarily incomplete, the six groups of criteria reproduced are representative of the generally accepted standards for the determination of wages. At least thirteen different criteria are proposed from these men, although several appear to present merely a problem of semantics.

#### SYNTHESIS AND DEFINITION OF CRITERIA

Similarities found in these lists of standards suggest that a group of criteria could be selected which would incorporate the varying views of the authors. For the purposes of this study, at least, the author believes that the following would be applicable.

- 1) The ability or inability of the employer to pay.
- 2) Changes in the cost of living. <sup>14</sup>
- 3) Maintenance of a living wage. <sup>15</sup>
- 4) Increases or decreases in productivity.
- 5) Comparable wage rates.
- 6) The maintenance of take home pay in the face of reductions in the amount of overtime worked.
- 7) National, industry-wide or local labor market patterns.

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<sup>14</sup> This criterion incorporates Slichter's effect of an increase upon purchasing power and employment.

<sup>15</sup> This criterion includes Slichter's maintenance of minimum standards and Justin's maintenance of the standard of living.

### 8) The public interest.

With the possible exception of Witte's criterion as to what it takes to effect a settlement, this group of standards includes all of those previously listed. Before proceeding to analyze each of them, they should first be defined.

An employer's ability or inability to pay means simply the determination of whether or not the business is in sound enough financial condition to be able to grant an increase.<sup>16</sup> Both management and labor rely on this criterion.

Particularly during a period of rising prices, labor supports its demands for an increase by asking that wages be raised proportionately to the rise in living costs. Clearly, unless wages keep pace with the increase in the cost of living real wages will decrease.<sup>17</sup> The cost of living is ordinarily measured through an appropriate index of the retail prices of goods and services which enter into the consumption of low or moderate income families.<sup>18</sup>

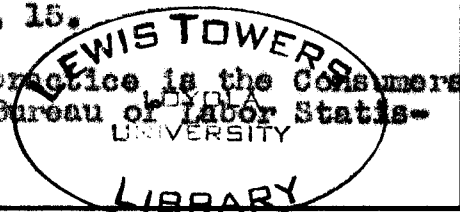
Maintenance of a living wage will be defined as main-

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<sup>16</sup> Slichter, Basic Criteria, 25; "Factors Relied on by Arbitrators," Col. L.R., XLVII, 1033; Witte, "Criteria in Wage Rate Determination," Wash. U.L.Q., 1949, 34.

<sup>17</sup> Slichter, Basic Criteria, 14, 15.

<sup>18</sup> The index generally used in practice is the Consumers Price Index, a monthly tabulation of the Bureau of Labor Statistics.



taining wage levels in accordance with budgets for minimum standards. <sup>19</sup> Several of these budgets have been devised. In many instances, maintenance of the living wage is said to call for high enough wages to provide for an improvement factor for the employee.

Productivity is defined as the amount of increase or decrease in output per man-hour. In utilizing this factor, either labor or management will support demands for an increase or decrease with the changing relationship between output and wages. <sup>20</sup> Productivity can be limited to a single plant, or it can be extended to meet the increased output of all American industry.

Another frequently used criterion is the comparison of rates.

Both unions and employers frequently argue for or against wage changes on the ground that wages in a plant, industry, or locality are too high or too low in relation to the same occupation or comparable occupations in other plants, industries, localities. <sup>21</sup>

Comparisons can be made in several ways. Wage levels for all American industry, for similar industries to the one at

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<sup>19</sup> Slichter, Basic Criteria, 10.

<sup>20</sup> "Factors Relied on by Arbitrators," Col. L.R., XLVII, 1038; Witte, "Criteria Used in Wage Rate Determination," Wash. U.L.Q., 1949, 30.

<sup>21</sup> Slichter, Basic Criteria, 36.

question, or to competitors within the industry, can all be compared. Another common comparison is made with the local labor market area.

In connection with this criterion, the terms comparable rate, intercity differential and prevailing rate are often used. The comparable rate is a "rate paid for work agree or determined to be comparable within a plant or within an area." <sup>22</sup> The prevailing rate is "typically, the predominant or more common rate paid to a group of workers, usually with reference to specific occupations in an industry or labor market area." <sup>23</sup> Intercity differentials are:

Differences in prevailing wage levels among a group of cities. Usually such differences are measured by rates for comparable industries from city to city, but more general measures are sometimes employed. <sup>24</sup>

Still another form of wage comparisons is that of historical relationships.

In particular negotiations, historical relationships in rates between various cities may be of prime importance. In such instances, the rank of a particular city with respect to other cities may be of more significance than the percentage relationships among the cities over a period of years. <sup>25</sup>

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<sup>22</sup> U. S. Department of Labor, Glossary of Currently Used Wage Terms, Bulletin No. 985, Washington, 1950, 5.

<sup>23</sup> Ibid., 17.

<sup>24</sup> Ibid., 11.

<sup>25</sup> Ibid., 17.

Maintenance of take home pay when overtime is reduced or abolished needs little definition. It should be pointed out that the union does not necessarily demand that the entire loss of wages to the workers be restored, at times being content to ask for only a part of the loss.

The emergence of patterns as a criterion in considering wage increases came in the post world war two ear. Copeloff notes that "since 1945, an ever-increasing amount of stress has been put on the so-called 'national pattern' in negotiating wage increases." <sup>26</sup> Patterns may be defined as a type of "follow the leader" process. The amount of increase obtained in major negotiations in an industry are accepted as a criterion by smaller companies and unions. <sup>27</sup>

It is difficult to define, with any hope of preciseness or exactitude, the public interest. Obviously, however, the public interest, a silent partner to any labor dispute, should be taken into consideration in every wage negotiation and every wage arbitration.

Possibly in the public utilities, the public interest may be served best by any settlement short of a strike. However, this is not necessarily true in other industries. In those

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<sup>26</sup> Copeloff, Management-Union Arbitration, 273.

<sup>27</sup> Witte, "Criteria in Wage Rate Determination," Wash. U.L.Q., 1949, 40.

instances where the amount of a wage increase is passed on to the public in the form of higher prices or rates, the public interest might stand in the way if the increased prices are unreasonable. In such cases, a strike might prove the lesser evil.

Discomfort to the public is not the only issue which must be considered under this criterion. The decision which affects only a relatively small group of workers may indirectly have far-reaching effects. A wage increase or the denial of one may set or alter a pattern or otherwise cause a chain reaction. Is it the public interest that a group of workers receive sub-standard wages? Possibly an increase will cause the employer to go out of business. Should wages be higher than those in other industries in the community, as the price of industrial peace? The arbitrator must weigh these and perhaps other possibilities of the result of his decision.

As will be demonstrated in a later chapter, arbitrators in a majority of instances take into account two or more of these factors, rather than determining the issue on the basis of only one. Two exceptions to this general rule are the cost of living and the ability to pay factors, both of which sometimes prove to be of controlling importance by themselves.

#### SPECIAL PROBLEMS OF REOPENING CLAUSES

Many union contracts contain reopening clauses for wages. A wage reopening clause may be defined as "a provision or

clause in the union agreement permitting the question of wages to be reopened for negotiation before the expiration of the agreement." 28 Generally, the contract will specify a date on which the question of wages may be reopened.

Since this, like the negotiation of the contract, involves the determination of the relations and conditions under which the parties will work, it also concerns interests rather than rights and is pertinent to the present study.

There is one important difference between contract arbitration and wage reopening arbitration, which L. Ree Tripp mentions.

Special characteristics of wage-reopening arbitration arise from the fact that the proceeding takes place at the occasion of wage review within the stated term of the agreement. The other terms of the contract continue in effect while the consideration of possible adjustment of the wage level proceeds according to the provision for wage review agreed upon by the parties when the contract is negotiated. It takes place then within the terms of the collective bargaining relationship. 29

When the standards to be used in the wage reopening are found in the contract, or put in the submission agreement, the

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28 Department of Labor, Glossary, 28.

29 L. Ree Tripp, Wage-Reopening Arbitration, Philadelphia, 1952, 63, 64.



arbitrator is bound by them.<sup>30</sup> When no such standards are incorporated, the arbitrator faces a dilemma in deciding whether he should consider only changes in the determining criteria of the last negotiation or arbitration, or whether he should select and evaluate all the determinants of wages.<sup>31</sup>

Should he use the former, that is, to determine what changes have occurred in the factors considered in the last contract or negotiation, the arbitrator has a fairly sound basis for his award. His decision more nearly approaches a juridical decision than a legislative one. (See chapter VI). But, should he decide upon the latter, his position is exactly the same as that of an arbitrator setting wage rates in a new contract.

In either the negotiation of a new contract or a re-opening clause, the arbitrator generally has the final say in determining what criteria he will select, out of the several available or permitted.

Whether productivity changes the company's present profit position, its prospects for the future, conditions in the product market, the level of wages in the local labor market, the level of wages in the industry, the cost of living, the likelihood of rank and file acceptance of the award, and other factors which may be

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<sup>30</sup> For example, the Bureau of Labor Statistics, in December, 1950, estimated that two and one-half million workers were covered by contracts containing "escalator clauses" based on the cost of living. Ibid., 38.

<sup>31</sup> David L. Cole, "Fixed Criteria in Wage Rate Determination," Arbitration Journal, III, Fall, 1948, 173.

significant in specific situations shall be considered at all, or if considered, how weighed, lies entirely in the arbitrator's discretion. 32

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32 Harry Shulman and Neil W. Chamberlain, Cases on Labor Relations, Brooklyn, 1949, 715.

## CHAPTER IV

### ANALYSIS OF BASIC CRITERIA

As previously noted, the criteria used in wage arbitration are seldom used alone. Most economists do not appear to be of the opinion that any one standard is controlling, except in occasional instances. The criteria deemed applicable vary from place to place and from case to case.<sup>1</sup> Professor Taylor asserts that "It is neither possible nor desirable to develop standard or universally applicable criteria for arbitral judgment."<sup>2</sup>

Each of the eight factors previously selected has certain advantages and disadvantages, which can best be appreciated from an analysis of them.

#### ABILITY TO PAY

Unions traditionally argue that large profits justify wage increases, while management will cite insignificant profits, the necessity for extensive repairs or modernizing, and losses as sufficient justification for denying a wage increase. While the ability to pay criterion appears, at face value, to be eminently

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<sup>1</sup> Lapp, Labor Arbitration, 148; Taylor, Government Regulation, 368.

<sup>2</sup> Taylor, Government Regulation, 369.

fair and even advisable, in practice it is one of the most difficult to determine.

A prime reason for this lies in the fact that it is very difficult to determine what the employer's ability to pay is.

The ability to pay argument is a highly adaptable tool for supporting management in wage arbitration. If the company is suffering consistent losses, inability to pay applies with particular force and poignancy--a wage increase or the refusal of a decrease may spell bankruptcy. If the company is just breaking even, it is unable to pay since wage increase would throw it into the loss column. If dividends have been paid regularly but meagerly a wage increase will cause dividends to cease and discourage the investment of the additional capital needed for planned expansion. If fair dividends and capital expansion have been regular, a wage increase will cause earnings to drop below the legally accepted level and, since the stockholders are never allowed to earn more than about six per cent, it is argued that they should have a reasonable guarantee of that amount. 3

This problem, that of determining what an employer's ability to pay is, becomes further complicated when it is remembered that the arbitrator is judging the probable future of the company, since it is with future earnings that any wage increase must be met. He must anticipate possible changes in the economic position of the company.

Other problems arise in computing the period to be used in determining this factor. An employer may have had one poor year after a succession of good ones, or a good one after a string of poor ones, or his prospects for the future may be radically

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3 Kuhn, Arbitration in Transit, 75, 76.

different from past records. Differences of opinion may arise as to the validity of the facts presented by labor and management, as to the probable effect of an increase on prices, or on the proportionate costs of labor. <sup>4</sup>

Allowing the financial report of the company to determine wage rates would often be unacceptable to either party, for a variety of reasons. To do so would result in wide differences in wage rates in the same area, which could easily place the employer at a competitive disadvantage. In addition, normal year to year fluctuations in profits could result in equivalent fluctuations in the wage scale. Further, the use of such a standard as the sole determinant of wages would serve to penalize workers for the mistakes of management and destroy the rewards of superior management. <sup>5</sup>

While unions often disregard the plea of an employer that he is unable to raise wage levels, authorities seem agreed that in an extreme case, where the financial hardship is an obvious and definite one, the union will forego an increase and accept a reduction in wages. <sup>6</sup> This has been borne out by recent

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<sup>4</sup> "Factors Relied on by Arbitrators," Col. L.R., XLVII, 1031.

<sup>5</sup> Witte, "Criteria in Wage Rate Determination," Wash. U.L.Q., 1949, 34.

<sup>6</sup> Ibid., 34. Also see David Cole, "Wage Reduction Problems in Labor Arbitration," 30 LRRM 5.

experience in the New England Textile industry.

In opposition to this, Slichter asserts that unions often maintain that inability to pay is not a decisive factor and that management must maintain "fair wages." If they cannot do so, they should not remain in business.<sup>7</sup> This is strictly a "fair weather" argument. In a period of prosperity, there may be considerable merit attached to such a proposition, but obviously, in periods of recession or depression, labor would not be likely to advance this argument.

These factors and possibly others must be decided by the arbitrator in applying the ability to pay criterion. Once he decided that the criterion was relevant, he would have to apply the standard to the particular circumstances confronting him. His conclusions would have to be drawn, in many instances, from confusing and contradictory evidence.<sup>8</sup>

In his decision, he may have to decide whether money set aside for another purpose, such as expansion or for dividends should instead be converted into wages. More important, on the basis of his findings he must correctly gauge the future financial status of the company, for he deals with the future. His award will bind the company for many months, a period in which the economic foundations of the concern may be radically altered.

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7 Slichter, Basic Criteria, 25.

8 Kuhn, Arbitration in Transit, 80.

Probably no other criterion so well demonstrates the tremendous task of the arbitrator in a dispute of interests. Possibly he has never heard of the company until he is called in to determine the wage rates. In a short period of time, he must hold hearings, sift out the facts from the masses of conflicting data with which the parties support their positions, listen to contradictory claims, apply criteria to the case, and make a decision. Since his decision is binding on both parties, he must not make an error, since a mistake could bankrupt a company or cause hardship to its employees. Only in the case of a permanent arbitrator, which is not common, is there some reasonable opportunity for the arbitrator to become familiar with the intricacies of the company, the union, the position of the company in relation to the industry and to the local labor market area, and so on; otherwise, his decision is of necessity based upon superficial knowledge.<sup>9</sup>

#### COST OF LIVING

Another very popular criterion is the cost of living. Particularly in a period of rapidly changing prices, this criterion is often advanced by labor and is generally accepted by

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<sup>9</sup> A permanent arbitrator is generally selected by the parties under the contract and handles all arbitration proceedings.

management as being relevant.<sup>10</sup>

With the rise of prices, the amount of goods the wage earner is able to purchase declines; thus, while his money earnings remain stable, his real wages are lessened. As a result, when the time comes to negotiate a new contract, the union will insist upon an increase to restore the levels established at the previous negotiation. Should prices fall, management would be able to use the argument to press for a decrease in wages.

Two minor problems arise in connection with this criterion, i.e., the base period in which the adjustment is to be made, and the determination of the percentage by which prices have changed. In general, the base period is taken to be the period of time elapsing since the last previous adjustment of wages. Commonly, the Consumer's Price Index, published monthly by the Bureau of Labor Statistics of the United States Department of Labor is used in computing the amount of change in prices.

Neither party wishes the cost of living to be the sole determinant of wages. On the part of labor, the legitimate objection is raised that tying wages to the cost of living will do no more than to maintain a previously established level between wages and prices. It does nothing to help provide for a higher standard of living; there is no improvement for the wage earner,

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<sup>10</sup> Witte, "Criteria in Wage Rate Determination," Wash. U.L.Q., 1949, 29; Kuhn, Arbitration in Transit, 46.



but the maintenance of the status quo.

Employers also dislike to use the cost of living as the sole criterion. Dr. Witte points out that, "employers usually feel that productivity and the general state of business should be given greater weight in wage rate determination than the cost of living." 11

For the arbitrator, this factor is one of the easiest to use. When used alone, it is necessary to determine the percentage of change in the index selected since the base period. Then, the percentage change is applied to the wage rates. There is seldom any difference of opinion over these facts, with the possible exception of the proper base period.

In spite of the objections to such a practice, this criterion is used alone more often than any other.

#### THE LIVING WAGE

Use of the living wage as a criterion is difficult. "This is a highly involved, if not largely metaphysical undertaking, including such subjective considerations as needs and goals." 12

This standard involves the establishment of a conception

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11 Witte, "Criteria Used in Wage Rate Determination," Wash. U.L.Q., 1949, 30.

12 Kuhn, Arbitration in Transit, 38.

as to what constitutes a proper standard of living for the worker, a difficult consideration at best. The criterion deals with such things as what an employee ought to receive, which might involve a decision as to whether he is entitled to own a car, a home, etc. The only possible standard for determining this factor would seem to be the general standard of living of workers in the area.

Further considerations, in applying this criterion, would have to take into account the amount of improvement in his standard of living to which the employee is entitled, and whether this should include enough for him to save part of his earnings. From the employer's point of view, there would be a desire to incorporate this criterion with others, such as ability to pay, productivity and the like.

Because of the difficulties inherent in determining wages through the use of this standard, it would not appear destined to play an important role in wage determination.

Decisions actually made by arbitrators reflect wariness of the living wage criterion as a real wage determining force. Although arbitrators never seem to question the relevance of the criterion, neither do they come to grips with the concept or do anything with it. 13

Kuhn adds that every use of this criterion turns out to be some other factor in disguise. 14

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13 Ibid., 43.

14 Ibid., 44.

## PRODUCTIVITY CHANGES

Changes in output per man-hour is a criterion seldom questioned. Productivity has two major subdivisions, changes in output in the company and changes in national productivity.

Slichter asserts that there is always a close relationship between the general level of productivity and the general level of wages. This, he maintains, is because nearly all of the national product goes either to the employees or to the self-employed. 15

There can be little doubt of this relationship. Under a system of free enterprise, an employer is in business primarily for profit. His profit margin is that amount over and above all costs of the business, including the cost of labor, which he receives through the sale of his product. Naturally, in order to cut costs, he is interested in the highest possible output per man-hour, to make the ratio between productivity and the cost of labor more favorable to him.

At the same time, the employee deserves a share of the fruits of increased productivity. This is undeniable. If he helps to increase the employer's profit, he deserves a part of that higher profit. He has a right to live decently, to maintain and even improve his standard of living, and to be able to

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15 Slichter, Basic Criteria, 21.

provide for himself and his family. The employer is not a charitable institution; he pays only for value received.

Increases in productivity will justify an increase for the employee if they are due to the increased work of the employee rather than to improvements in management, machinery or scientific technique. There can be little argument from an employer, if output has risen through the efforts of the employee, but a great deal of controversy should it be the result of some other cause.

When management is responsible for the higher output, they will be less favorable towards granting an increase in wage rates based on increased productivity. If they should do so, the relationship between wages and skill and output would be destroyed, while the employer would not receive the rewards of the improvements he had sponsored. Similarly, he would be prevented from passing the benefits of his achievements on to the consumer in the form of reduced prices, and hence, would not enhance his competitive position. <sup>16</sup>

Productivity is one of the most difficult criteria to apply. It is difficult to determine whether or not there has been an increase, and if there has, the reasons for it. Each side will naturally present evidence to support its position;

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<sup>16</sup> Ibid., 22, 23.

this, coupled with the vast complexity of modern industry makes it almost impossible to trace changes in output.

Determination of these factors would necessitate an intimate knowledge of the industry, a knowledge which the arbitrator, by the very nature of the process, almost never attains. As Dr. Witte states, "productivity does not afford an exclusive or precise measure for wage rate determination." <sup>17</sup>

#### COMPARISONS OF WAGE RATES

Comparisons of wage rates, another popular criterion for determining wages, can be made in several ways. Wages of firms in the local market area, or of a particular industry in the area can be compared. On a broader scale, the wage levels of an entire industry may be compared. In some instances, wage levels for all of industry are taken into account while in still others, a traditional wage differential is observed.

Several advantages accrue to this criterion. Some precedent will exist for the award. It is apt to satisfy the normal expectations of the parties, who will be fairly amenable about accepting wage scales already in effect for others in a similar situation. Finally, it appears adequate and just to the general

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<sup>17</sup> Witte, "Basic Criteria in Wage Rate Determination," Wash. U.L.Q., 1949, 33.

public. 18

Several problems have to be solved in using this criterion, as to what is comparable to the industry or firm in question. Each party will naturally wish to limit comparisons to those favoring their own point of view.

At times, a company will pay wages which are high for the industry, but are lower than those paid in the local labor market area for comparable job classifications. This puts the employer at a disadvantage, since granting an increase may damage his competitive position in the industry while failure to grant one may result in a loss of workers. Unions will naturally want wage scales raised to equality with other firms in the immediate geographic area. The arbitrator must take these factors into consideration. It is essential to safeguard, as far as possible, the company's competitive position. 19

Although some concerns may bear a similarity to one another, this resemblance is sometimes only superficial. Job titles are often similar, but job content entirely different. Job studies prepared by the U. S. Department of Labor and job

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18 "Factors Relied on by Arbitrators," Col. L.R., XLVII, 1030.

19 This may also benefit the union, since a poor competitive position may force the employer to reduce his working force.

handbooks published by various trade associations partially alleviate this problem. 20

Another problem is presented by the existence of natural geographic wage differentials. Wages are generally higher in the large cities than in the small towns, in the more industrialized North than the still highly agricultural South.

Actual money wages do not always accurately reflect the benefits received by groups of employees. In the last few years, so-called "fringe benefits," such as paid vacations and holidays, pension plans, group insurance, etc., have played an increasingly important role in the determination of wages. A firm might be paying less in actual money wages than a competitor, yet its superior fringe benefits may make it actually the higher paying of the two.

In addition to these difficulties in determining wages through comparisons, such comparisons have inherent disadvantages. Primarily, this is an imitative, not a causative reason for wages. "The principle criticism directed at the prevailing wage as a criterion is that it is static and serves only to transmit through the wage scale, the effect of wage bargains arrived at by more dynamic methods." 21

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20 Witte, "Basic Criteria in Wage Rate Determination," Wash. U.L.Q., 1949, 35.

21 "Factors Relied on by Arbitrators," Col. L.R., XLVII, 1032.

Even the maintenance of a historical wage differential is sometimes difficult to justify. Changing conditions in the kind or quality of work, the relative difficulties of enticing labor, and the changing position of a particular firm in the area may make the relationship invalid.<sup>22</sup>

Probably the most serious disadvantage, from the point of view of the arbitrator, is the amount and complexity of the data he must analyze in order to make a valid comparison. Not only does it call for a thorough knowledge of a particular firm, but a proper application of this standard also necessitates a comprehension of the economic structures of one or more other firms, and a decision, on the basis of this knowledge, as to the practicality of applying a comparison to the firm in question.

#### MAINTENANCE OF TAKE-HOME PAY

With the end of the second world war, a new criterion arose in determining wage structure. This was the maintenance of take home pay when the amount of overtime was reduced. During the war years, a great part of the American economy had steadily worked many more hours than the normal work week. In peacetime, there is less overtime due to the penalty rates which must be

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<sup>22</sup> Slichter, Basic Criteria, 40.



paid many workers by law. <sup>23</sup>

This criterion is applicable in a small minority of cases, and is important only at times when there is a wide-spread cutback in the amount of overtime. <sup>24</sup>

The justification for this criterion could come only through an examination of other criteria. Comparisons of rates, ability to pay, cost of living and living wage factors should all be given some weight in determining the applicability of this factor. It would not seem that this standard would often stand by itself.

#### PATTERNS

Another new standard which came to be an accepted wage criterion in the post-war era, was that of patterns, either national, industry or local. "In recent years, wage increases, to a very large extent, have followed national patterns established in major negotiations." <sup>25</sup>

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<sup>23</sup> Under the Fair Labor Standards Act (FLSA), an employee engaged in interstate commerce must be compensated at a rate of time and one-half for all hours over forty worked each week.

<sup>24</sup> Slichter, Basic Criteria, 19.

<sup>25</sup> Witte, "Basic Criteria in Wage Determination," Wash. U.L.Q., 1949, 36.

When wartime restrictions upon the American economy were removed, the cost of living skyrocketed, closely pursued by demands from labor for increases with which to meet it. The increases they received, falling into rough groupings, were termed "rounds of increases," a "round" being equivalent to a successful annual demand for an increase. The Bureau of Labor Statistics noted this about such rounds of increases.

A term widely used after the end of the second world war to describe broad wage movements affecting large segments of the economy. Thus, the "first round" of post-war wage increases is identified largely with the period between VJ Day and the autumn of 1946; the "second round" with 1947, etc. 26

Each of these rounds of increases established a rough pattern, with later demands for increases often demanding the same amount as the earlier negotiations had established. As a result, the pattern for 1946 was around eighteen and a half cents per hour, falling to around eleven and a half cents a year later. Since that time, patterns have been considerably smaller.

It would seem logical for the union to cite the established national, industry or local pattern only when that pattern represented an amount equal to or greater than the union could otherwise justify. Management would use the pattern solely as a defensive gesture, to scale down extravagant union demands.

The basic advantage of this factor in wage determination is its utter simplicity, since it is strictly imitative. The arbitrator simply must select the pattern he considers appropriate and apply it. A minor problem might be posed in trying to decide which pattern--industry, area or national--is applicable. Perhaps a more basic disadvantage is that the peculiar circumstances of the company might be overlooked.

#### THE PUBLIC INTEREST

The final criterion, the public interest, is a nebulous concept. It would seem impossible to define the public interest in all but a few cases, while applying it to a particular interest, appears to present problems which are found in no other criterion.

Only in extreme cases would the arbitrator be able to condition an award on its effect upon the general welfare. The threat of a strike in a public utility or an atomic energy plant, for example, might provide some use of this criterion. This would necessitate a careful deliberation of all other factors, since the employees and management also have rights, which would have to be weighed against the threat of possible inconvenience or hardship to the public.

It would appear that, valid as the criterion might

appear, it is impractical as to application. <sup>27</sup>

#### USE OF SEVERAL CRITERIA

In most instances, the eight criteria are not used alone; two or more are employed in making the decision. "It is the total combination of criteria, however, that produces a wage decision, not any one alone." <sup>28</sup> Kuhn's statement is actually only partly true since few of the cases we shall investigate used more than two criteria in the decision.

After deciding which of the criteria are applicable to a case, the arbitrator must ascertain the amount of weight he will accord those selected. Should some prove contradictory, he must resolve this difficulty by deciding which should receive preference. <sup>29</sup> The arbitrator has wide latitude and all but unlimited power in arriving at his decision.

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27 "Factors Relied on by Arbitrators," Col. L.R., XLVII, 1039.

28 Kuhn, Arbitration in Transit, 110.

29 Ibid.

## CHAPTER V

### SURVEY OF POST-WAR ARBITRATION

#### DECISIONS INVOLVING WAGES

The actual weight awarded the several criteria in wage arbitration decisions in the post-war years is important, both to demonstrate the relative importance of the standards, and to determine the qualifications of the arbitrator to decide contract arbitration cases. The author has made a survey of published arbitration cases in the period between August 15, 1945, and June 30, 1953.<sup>1</sup>

The method used in making this study was an analysis of cases reported in the standard arbitration sources, those of Prentice-Hall and the Bureau of National Affairs, Inc. These services collect awards from all available sources and screen out only those having either a specialized import or those concerning trivial issues.<sup>2</sup> As many awards are never made public, it is impossible to further expand the survey to any length.

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<sup>1</sup> It has been previously pointed out that the accuracy of any survey in the field of arbitration is open to question, due to the impossibility of discovering the results of many awards, which are not released for publication.

<sup>2</sup> Bureau of National Affairs, 1 LA 111, Washington.

## SCOPE OF CASES STUDIED

With the end of World War Two, there were a number of arbitration cases on wages (Table I, page 60), which leveled off as the readjustment to a peacetime economy gradually became more stabilized. After remaining fairly stable for two years, there was a further slump as the Korean police action of 1950 brought new government restrictions on wage increases.

TABLE I

NUMBER OF CASES STUDIED BY YEARS  
AUGUST 15, 1945-JUNE 30, 1953

	1945	1946	1947	1948	1949	1950	1951	1952	1953	Totals
Cases	4	69	60	35	31	24	15	21	11	270

Geographically, the industrialized areas of the country dominated the number of cases, with the eastern states being responsible for almost half of the total (Table II, page 61). Of the 122 cases reported in the east, ninety-five were decided in the states of New York and New Jersey, with the former having sixty-four reported decisions, and the latter thirty-one.

In the New England area, Massachusetts contributed fifteen of the total of thirty-one cases, while California contributed twenty-five of the thirty-nine cases reported from the west coast. Cases in the rest of the nation were more evenly

distributed.

Some of the cases studied decided wage rates on a nation-wide level.

TABLE II  
NUMBER OF CASES BY GEOGRAPHIC AREA

Area	Number of cases	Per cent of total
New England	31	11.5
Eastern states	122	45.1
Southern states	13	04.8
Midwestern states	30	11.1
Southwestern states	8	03.0
Pacific coast	39	14.5
Other	27	10.0
Total	270	100.0

Of the total or 270 cases analyzed, thirty-eight concerned retail and service organizations, such as hotels, restaurants and department stores. The transit industry, which has a tradition of contract arbitrations, contributed thirty-six cases. Manufacturing concerns of various kinds were a party to thirty-two decisions, while gas and electric utilities engaged in twenty-five reported arbitrations.

The textile industry lists nineteen cases, one more than reported by the furniture industry. Most of the textile cases took place in New England, while a majority of those in the furniture industry were reported from New Jersey. Paper, printing and newspaper firms also contributed eighteen cases.

Beverage, food and dairy companies engaged in an even dozen cases, while the building trades participated in ten. Other industries reporting participation in more than five such arbitrations include: navigation and maritime, nine; warehouse and longshore, seven; needle trades, seven; minings, five; trucking, five; and aviation, five. Five decisions were also reported by the railroad industry.

At least sixty-five cases were reported in the various public utilities, i.e., 36 in one case involving a hospital, two in the telephone industry and one in water power. This reflects an increasing realization by the unions connected with such vital industries that their right to strike exists only on paper, if at all. Morally, and as matter of practical policy, the utilities, because of their nature, have no right to interrupt service.

The wide diversity of industries represented is also significant, reflecting the spreading acceptance by both unions and management, of this peaceful method of settling labor disputes.



TABLE III  
NUMBER OF CASES STUDIED, BY INDUSTRY

Industry	Number of cases	Per cent of total
Retail and Service Firms	38	14.1
Transit	36	13.3
Manufacturing	32	11.8
Gas and Electric Utilities	25	9.2
Textiles	19	7.0
Furniture	18	6.6
Paper, Printing and Newspapers	18	6.6
Beverages, Food and Dairy	12	4.4
Building Trades	10	3.7
Navigation and Maritime	9	3.3
Warehouse and Longshore	7	2.9
Needle Trades	7	2.9
Mining	5	1.8
Aviation	5	1.8
Trucking	5	1.8
Railroads	5	1.8
Other	16	5.9
Unknown	3	1.1
Total	270	100.0

Union acceptance of the arbitration process in contract making was even more striking. Divisions of ninety-three unions participated in the two hundred seventy cases. In addition to locals, of seventy-eight national or international unions, fifteen locals, of independent unions were represented.

Unions affiliated with the American Federation of Labor participated in 130 cases, while unions affiliated with the Congress of Industrial Organizations were a party to 126 cases. Seventeen independent unions participated in decisions.<sup>3</sup>

Various divisions of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America (AFL) took part in thirty-two cases. United Textile Workers of America (CIO) was second with a total of eighteen cases. The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (AFL) was a party to fifteen cases.

Two unions participated in thirteen cases, the International Brotherhood of Electrical Workers (AFL), and the United Retail, Wholesale and Department Store Employees (CIO). The United Furniture Workers of America, (CIO) engaged in twelve reported arbitrations.

While affiliated with the CIO, the United Electrical, Radio and Machine Workers of America participated in ten cases;

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<sup>3</sup> This discrepancy is due to the fact that in some cases two or more unions were a party to the dispute.

since their expulsion in 1949 for alleged communist domination, only one further case has been reported.

Probably taking their cue from the Amalgamated, the other major transit union, United Transport Workers (CIO) took part in ten cases. The Utility Workers of America (CIO) reported six cases. (It is possible that the relatively high proportion of cases for the public utilities and the unions which represent their employees is due recognition of the public nature of these organizations and the harm which could result from work stoppages, a condition not often found in non-essential industry.)

#### RESULTS OF CASES

It would seem likely that a major reason for union acceptance of contract arbitration in the past few years has been due to the fact that most arbitrations involved wage increases. Of the 270 cases analyzed, two hundred fifty-seven involved an increase in wage rates. (Table IV, page 67). Eight other cases revolved about demands for a decrease while the other five set wage scales in an initial collective bargaining agreement.

In only twenty-one of the 257 cases concerning wage increases did the arbitrator refuse to grant any raise in wage rates, a reflection upon the period of prosperity since 1945. A majority of these refusals took place in 1949 and 1950, when business slumped prior to the outbreak of the Korean conflict.

Most of the pleas for reduced rates were made in the

textile industry in New England, which has been in financial straits for many years. In those cases, the arbitrator generally considered the effect of a reduction upon the employer's competitive position. Generally, arbitrators refused to make an award which would give the employer a competitive advantage over other employers. Another very important consideration in such cases was the effect of a decrease upon employment. If an employer would be forced to lay off many employees if a decrease was not granted, arbitrators gave that factor a great deal of weight.

Of the eight cases in which the company requested a decrease, arbitrators granted some or all of the company demands in five cases.

TABLE IV  
RESULTS OF CASES

Year	First Contract	Wage Increase Granted	Wage Increase Denied	Wage Reduction Granted	Wage Reduction Denied	Total
1945	1	2	0	0	0	4
1946	2	65	2	0	0	69
1947	2	57	0	1	0	60
1948	0	33	2	0	0	35
1949	0	22	9	0	0	31
1950	0	19	4	0	1	24
1951	0	14	1	0	0	15
1952	0	14	3	3	1	21
1953	0	9	0	1	1	11
Total	5	236	21	5	3	270
Per cent of total	01.9	87.4	07.7	01.9	01.1	100.0

#### USE OF CRITERIA IN CASES

Most authors maintain that arbitrators decide cases of contract arbitration through a use of several criteria. Some affirm that arbitrators take into account all of the determinants of wages. Yet a study of the number of criteria listed by arbitrators as governing their decisions showed that those assertions

are far from true.

Of the two hundred seventy cases, a total of 108, or forty per cent of the total, gave only one factor as being determining. (Table V, page 71). An additional thirty per cent based their decisions on two criteria, while over seventeen per cent cited three criteria as determining their award. Over eighty-seven per cent of the cases were decided on the basis of three or fewer criteria.

This does not mean that other criteria were not sometimes considered. Arbitrators often noted that one or another of the basic criteria had been considered but was felt to be inapplicable or was incorporated in another of the standards. This does not alter the fact that in a majority of cases, the stated opinions of the arbitrators mentioned only one, two or at most three criteria as determining the award, which is somewhat at variance with the theoretical rationalizations ordinarily given for the use of criteria.

In some instances, arbitrators defended the use of several criteria. Arthur Lesser, in response to a claim that only one was applicable, replied:

I cannot, however, agree that the change in the cost of living is the only consideration since the contract says that the parties are to negotiate an increase with an agreed upon ceiling for any wage increase granted. Negotiations presuppose that all relevant factors will be

considered by the parties. 4

Another arbitrator, G. E. Strong, similarly asserted the importance of considering all applicable factors, while giving prime import to none of them.

Negotiators and arbitrators are weighing the equities and while giving weight to all are not permitting any one factor, such as inability to pay, to be an absolute determinant of wage increases. 5

When the arbitrator is not guided by the parties in his selection of criteria, his choice of the standards to use and the weight to assign each, rests solely upon himself. He chooses the criteria he deems best, acting in accord with his own principles.

The instant case calls for a wage determination. The parties to the controversy agreed upon no criteria upon which such a determination should be made; therefore it is necessary to give consideration to such criteria as are ordinarily used and acceptable, and further, in the absence of any agreed-upon criteria, to use a large degree of judgment based on the facts pertinent to the history and subject matter of the case. 6

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4 In re National Chair Co. and United Furniture Workers of America, Local 92, (CIO), 17 LA 114 (1952).

5 In re Birmingham Electric Co. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 725 (AFL), 7 LA 673, (1947); see also In re Sheet Metal Contractors Association and International Association of Machinists, Local 108 (AFL), 8 LA 134 (1947).

6 In re San Diego Grocery Industry and Retail Clerks International Association, Local 1222 (AFL), 11 LA 880 (1948).

At the same time, there is an obvious danger to the parties in that the arbitrator can easily err on one side or the other, due to failure to comprehend the intricacies and complexities of the particular case. In a 1949 public utility case, arbitrator Ralph T. Seward summed this point up adequately.

Even when he is well acquainted with the industry and company involved in the dispute before him; even when he has had the benefit of detailed and exhaustive evidence and argument at a hearing; even when he has himself observed and studied the various jobs, an arbitrator should think long and carefully before he ventures to substitute his own ideas of proper wage rates for those of the parties. 7

The difficulties inherent in selecting criteria to use, and in determining the weight which should appropriately be assigned each, become clear. When it is recalled that the award of the arbitrator is final and binding, being enforceable at law, for a previously agreed upon period of time, generally a year or longer, the dangers which confront the parties to a wage arbitration are plain. Both sides often recognize this point and hesitate to submit their dispute to arbitration.

The chief objection to contract arbitration cited by the parties is the risk of an extreme award that will be either ruinous to the business or costly to the workers, or one that will be so unrealistic that it

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7 In re Virginia Electric and Power Co. and International Brotherhood of Electrical Workers, Locals B-215, 220, 279, 655, 699, 905, 960, and 1064 (AFL), 13 LA 201, (1949); also see In re Union News Co. and United Office and Professional Workers of America (CIO), 7 LA 195, (1947).



cannot be applied. 8

Inasmuch as arbitrators appear to be in agreement that all applicable criteria should be taken into consideration in determining wage rates, it is possible that difficulties in selecting and applying criteria tend to compel arbitrators to generally select only a few standards for analysis and use in determining their awards.

TABLE V

## NUMBER OF CRITERIA USED IN WAGE ARBITRATION CASES

No. of Criteria	Times Used	Per cent of Total
One	108	40.0
Two	81	30.0
Three	48	17.8
Four	23	8.5
Five	4	1.5
Six	2	0.7
Seven or more	1	0.4
None Given	3	1.1
Total	270	100.0

8 Morrison and Marjorie Handsaker, The Submission Agreement, Philadelphia, 1952, 3.

## RELATIVE USE OF CRITERIA

In 267 cases, arbitrators cited five hundred forty seven criteria in their published decisions.<sup>9</sup> (Table VI, page 74). The most common criteria, by far, was that of comparisons of wage rates of the instant plant and those of another plant or industry. Such comparisons were cited 214 times in the two hundred sixty-seven cases, although in some instances two or more facets of this factor were used.

Over a fourth of the cases studied mentioned the cost-of-living as one of the determinants of their awards. Following these criteria came ability to pay, patterns, maintenance of take home pay, productivity, the living wage and the public interest, in that order.

From the table (Table VI, page 74), it can be observed that only four of the criteria were of any substantial importance, i.e., comparisons, cost of living, ability to pay and patterns. As has been noted, three of these are relatively easy to define and compute, only ability to pay offering much difficulty. The other determinants were used occasionally, all but the maintenance of take home pay being very difficult to work with. Maintenance of take home pay is, of course, a specialized factor, applicable only in a limited number of instances.

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<sup>9</sup> No criteria were listed in three cases.

Ability to pay was a factor in over twenty per cent of the cases. (Table VI, page 74). Generally, this factor remained strong over the almost eight year period considered in the survey. (Table VII, page 75). Of minor importance in the first post-war year when producers were hard pressed to meet consumer demands and hence, in relatively good financial condition, it also fell in value in 1951, when this nation again girded for war. It was strongest in the early part of 1950 when employers experienced something of a recession. In that year, of the twenty-four cases studied, eleven gave consideration to this factor in making their award.

The relative weight to give to a claimed inability to pay plagued many arbitrators. Clark Kerr noted, in one case, that the interest of the consumer does not permit this standard to be made a primary consideration in determining a wage increase.<sup>10</sup> Another arbitrator, Hubert Wyckoff, was even more severe in discarding an employer's alleged inability to pay.

On the record before us, the employer has no better claim to continue in business on the basis of a sub-normal payroll than the employees have to seek wage increases on the basis of the size of the employers past profits or the amount of his assets.<sup>11</sup>

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<sup>10</sup> In re Pacific Gas and Electric Co. and Utility Workers of America, (CIO), 7 LA 538, (1947).

<sup>11</sup> In re California Street Cable Railway Co. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1380, (AFL), 7 LA 91, (1947).

TABLE VI  
NUMBER OF TIMES CRITERIA CITED

Criterion	Times Cited	Per cent of Total
Ability to Pay	60	11.0
Cost of Living	145	26.6
Living Wage	7	01.3
Productivity	10	01.8
Comparisons	214	39.2
Historical*	17	03.1
National	9	01.6
Area	91	16.6
Industry	97	17.7
Maint. Take Home Pay	16	02.9
Patterns	49	09.0
Public Interest	1	00.2
Other	44	08.0
Total <sup>A</sup>	547	100.0

\* Inasmuch as the several subdivisions of comparisons of wages are often used alone, it is felt that the relative importance of these subdivisions bears being noted. The four divisions made, historical, national, area, and industry together make up the totals listed for Comparisons.

A In three cases, no criteria were given by the arbitrator as being determinants of his award.

TABLE VII

NUMBER OF TIMES CRITERIA CITED BY YEARS,  
AUGUST 15, 1945-JUNE 30, 1953

Criterion	1945	1946	1947	1948	1949	1950	1951	1952	1953	Total
Ability to Pay	0	8	18	8	5	11	2	6	2	60
Cost of Living	2	30	42	26	16	9	9	9	2	145
Living Wage	0	1	2	2	1	0	0	0	1	7
Productivity	0	4	2	0	1	0	1	0	2	10
Comparisons	1	45	53	31	34	26	7	10	7	214
Nat'l.	0	5	4	4	2	2	0	0	0	17
Area	0	1	2	2	0	1	1	1	1	9
Indust.	0	21	25	15	14	10	1	2	3	91
	1	18	22	10	18	13	5	7	3	97
Maint. of Pay	1	8	5	1	1	0	0	0	0	16
Patterns	0	17	16	3	5	1	2	3	2	49
Public Interest	0	0	1	0	0	0	0	0	0	1
Other <sup>A</sup>	0	7	11	5	9	4	2	6	0	44

A In three cases no criteria were cited. Two of those cases were decided in 1947 and one in 1948.

Harry H. Rains declared that financial inability to pay should not be considered in granting a cost of living increase, in a 1952 case. <sup>12</sup> In another case where the union asked for an increase on the basis of a rise in the cost of living, I. Robert Feinbery admitted that inability to pay had some relevance, but awarded the union an increase of eleven cents per hour. In this instance, the company had lost fifty-four thousand dollars in 1947, paid no dividends on preferred stock in 18 months, and expected to lose \$20,000 in 1948. There was a possibility of a slight profit in 1949. The arbitrator pointed out that other operating expenses had risen in greater proportion than wages and noted that the company had failed to show that its rates were higher than others in the same area. <sup>13</sup>

On the other hand, inability to pay was sometimes accepted by the arbitrator as a very definite consideration. In some instances wage decreases were granted or increases denied on the basis of this factor. More often, when admitted of consideration, the factor was given some weight but was not made decisive. In some instances, the union received only a portion of its demands. In limiting one wage award, Emanuel Stein

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<sup>12</sup> In re Metropolitan Garage and Affiliated Brotherhood of Teamsters, Local 272 (AFL), 19 LA 464, (1952).

<sup>13</sup> In re New York and Richmond Gas Co. and International Brotherhood of Electrical Workers, Local 3 (AFL), 11 LA 927, (1948).

mentioned the importance of the ability to pay in the case.

The burden of the testimony of the several enterprises represented at the hearing was that prices have declined about 30% from the level of last year and sales about 40%. Economic factors of such magnitude cannot be ignored in the setting of wage rates. 14

David Cole gave a more objective answer to the question of the importance of a claimed inability to pay, in a transit decision.

Against an effort, as stated, to attain new levels or to make innovations, it is a strong factor. Against improving substandard wages or eliminating clear inequities, it is entitled to very slight consideration. 15

In over half of the cases studied, 145 of two hundred sixty-seven, the cost of living was given by the arbitrator as being a factor in his decision. When the award was based upon a single criterion, this factor was the most important.

The reasoning behind this was simple; if the cost of living had risen since the last setting of wage rates, then real wages had decreased since the purchasing power of the wage had diminished. 16 In other words, the employees had suffered a wage

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14 In re National Bedding and Upholstery Manufacturers Board of Trade and United Furniture Workers of America, Local 192, (CIO), 10 LA 813, (1948).

15 In re Pittsburgh Railways Co. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Divisions 85 and 1084 (AFL), 17 LA 152, (1951).

16 In re Built-Rite Upholstery Co. and United Furniture Workers of America, Local 92 (CIO), 20 LA 66, (1953).

decrease.

Increases due to the cost of living were sometimes tempered by other factors. A proved inability to pay, it has been seen, sometimes influenced the amount of the award. But any arbitrator who refused to grant an increase at least proportionate to the rise in living costs was, in effect, finalizing a wage deduction.

Seldom, if ever, was the relevance of this factor seriously challenged. Almost, always, it was accorded a great deal of weight whenever advanced.

The maintenance of a living wage and the improvement of the standard of living proved to be of negligible importance. Used sparingly by arbitrators, as such, this standard was sometimes implicitly contained in other criteria, such as cost of living and patterns.

Wage arbitration is not an exact science but arbitrators have established some general criteria for determining what is referred to as a fair and living wage or an American standard of living wage. Among these criteria are: comparative rates paid in other industries; the character and regularity of employment; inequalities of wage rates within industry; the hazards of employment; opportunities for advancement; the training and skill required; and the responsibility and authority entrusted to the employer. 17

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17 In re Pacific-American Shipowners Association and American Communications Association, Marine Division (CIO), 9 LA 912, (1948). Hubert Wyckoff was the impartial arbitrator.



An inherent problem in attempting to apply this factor was pointed out by arbitrator Frank C. Pierson in a west coast hotel case.

Except to indicate a general level or goal which almost all groups in the economy have come to recognize, the arbitrator can give little weight to the Joint Board's argument regarding the importance of maintaining consumer purchasing power and adequate living standards; these criteria may well be guides for proper social policy but they are not much help in determining the specific amount by which employment standards should be increased or decreased in a case like this. 18

Another criteria used sparingly was productivity. This standard was a factor in only ten cases during the period studied. Not often advanced by either party, the criterion appeared to be one of the hardest to prove, although its acceptance as a potential factor was unquestioned.

The calculations that lead to the union conclusions of productivity are complicated and theoretical; and the only tangible evidence on the subject in the record does not substantiate the theoretical conclusions. Substantial changes in the character of an operation which result in increased productivity should be accompanied by wage increases. 19

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18 In re Restaurant-Hotel Employers' Council of Southern California and Hotel and Restaurant Employees and Bartenders International Union, Local Joint Executive Board of Culinary Workers and Bartenders (AFL), 12 LA 1091, (1949).

19 In re San Francisco Employers Council and International Brotherhood of Teamsters, Chauffeurs and Warehousemen and Helpers of America, Warehousemen's Local 860 (AFL), 7 LA 35, (1946), 41. Hubert Wyckoff was the arbitrator.

Arbitrator Douglass V. Brown noted, in another case, that, "Dispute changes in man-hour output in American industry in recent years are meager." <sup>20</sup> He refused to accept productivity as a factor in this case.

The problem of determining the amount of increased productivity in a case is further heightened by the fact that it is difficult to determine who is responsible for the increase in production, management or labor.

In the first place, as I read the evidence, no real effort to claim that increased productivity has resulted from any greater effort exerted by the employers or from the development by the employees themselves of more effective methods of work. What increase there has been has come as the result of increased mechanization of certain parts of the operation. <sup>21</sup>

Finally, some arbitrators declined to accept increased output in a single firm or industry as inducing an increase. Arbitrator Paul R. Hayes noted this in the New York Longshoremens's decision.

Moreover, I am persuaded that increase in productivity, at least increase in productivity in a single industry, is not a sound basis for granting a wage increase. <sup>22</sup>

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<sup>20</sup> In re Fall River Textile Manufacturers Association and Textile Workers Union of America (CIO), 11 LA 984, (1949), 990.

<sup>21</sup> In re New York Shipping Association and International Longshoremens's Association (AFL), 20 LA 75, (1952), 82. Arbitrator was Paul R. Hayes.

<sup>22</sup> Ibid., 82.

The most popular criterion used was that of wage comparisons; they proved to be a deciding factor in two hundred fourteen of the 267 cases. Comparisons were made with American industry in general; with the particular industry concerned on either national, regional or local scales; with industry in a local labor market area; or with historical relationships with a particular firm or group of firms.

Comparisons with wage rates of American industry in general was of minor importance, presumably due to the possibility of using more appropriate standards.

Use of comparisons with other sections of the industry was a highly accepted factor, used in over a third of the cases studied. Use of this criterion tended to standardize wage rates in an industry, thus aiding both union and management to some extent.

One notable exception to this occurred in an initial union contract, where the arbitrator based his award upon comparable rates in the industry, the newspaper industry, but set wage scales considerably lower than those of other papers. Arbitrator John E. Dwyer pointed out that "we must crawl before we walk." 23

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23 In re Washington Afro-American and Washington Newspaper Guild, 1 LA 295, (1945), 299.

Another prevalent means of comparisons was that of comparing wage rates with those of the local labor market area.

This factor also aided both unions and management in specific instances. Curiously, while used effectively up until about 1951, such comparisons have declined in importance since then.

Maintaining an historical differential was an important factor in a few cases. This differential had sometimes been deliberately set in a previous negotiation and at other times had occurred accidentally and was still maintained.<sup>24</sup> In one instance, where a company had voluntarily been paying higher rates than had its competitors, arbitrator Dudley E. Whiting discarded a company contention that wages were already high and awarded an increase to maintain the differential.<sup>25</sup>

It has been observed that maintenance of take home pay will be a factor of any importance only in periods of widespread reductions in hours. As a result, this factor diminished in importance after 1946 and 1947, by which time American industry had

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<sup>24</sup> In re Allied Construction Industries and International Hodcarriers, Building and Common Laborer's Union, Local 264 (AFL), 4 LA 88, (1946); In re Capitol Transit Company and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 689 (AFL), 9 LA 666, (1947).

<sup>25</sup> In re Duquesne Light Co., Unit no. 1 and International Brotherhood of Electrical Workers, Local nos. 140, 142, 144, 147, 149 (AFL), 11 LA 1023, (1948). This case also decided five other union contracts, involving subsidiary companies, on the same basis.

such as the cost of living, to support their claims.

Patterns, like wage comparisons, were sometimes considered on the basis of all industry, of the industry in particular or for the local labor market area. Patterns were influenced by other criteria, so that an increase based primarily upon the patterns might be greater or less than the pattern dictated.

The public interest was cited as a determinant only once during the period. This is undoubtedly due to the fact that it is impossible to define, and also because neither management or labor is likely to introduce it. However, particularly in the case of public utilities, it is difficult to see how the arbitrator could neglect to use this criterion.

In one west coast utility case, Arbitrator Clark Kerr asserted that the public welfare was decisive but "impossible of precise application." <sup>27</sup> In this case, Kerr took into account a consumer interest in "fair rates" as a limitation upon the company's high ability to pay.

#### WAGE REOPENING CASES

When a reopening for wages is being arbitrated, a special problem confronts the arbitrator, that of whether to

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<sup>27</sup> Pacific Gas and Electric Co. and Utility Workers Union of America, Joint Council (CIO), 7 LA 528, (1947), 531.

analyze all applicable criteria or only those which were taken into account at the previous negotiation and to base his award on those which have changed since.

Arbitrator I. Robert Feinberg decided it was not his task to consider those factors which were not discussed at the time the contract was signed. He based his award primarily upon the cost of living which had increased since that time. 28

Another arbitrator, Millard Midenick, took the opposite point of view, asserting that all applicable criteria must be considered.

Again, the arbitrator must observe that where the parties have carefully drawn a reopening clause without a word concerning the standards of wage determination thereunder, the arbitrator must consider and weigh all relevant factors advanced and documented by either party. 29

No observable trend towards either of these opposing points of view was noted in the study. Apparently, arbitrators will decide this question on personal feelings unless otherwise directed by the contract or the submission agreement.

One further point of significance was noted, which may shed some light upon the relevance of arbitrations of interests.

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28 In re Volco Brass and Copper Co. and International Union of Mine, Mill and Smelter Workers, Local 773, (CIO), 11 LA 1154, (1948).

29 In re A. S. Beck Shoe Corp. and International Longshoremen's and Warehousemen's Union, Local 65 (CIO), 7 LA 924, (1947), 931.

It was observed that those criteria which are easier to compute, such as cost of living, comparisons of wages and patterns were more prevalent, with one exception, than less easily computable standards. The exception was the ability to pay argument, which, except for a few instances of easily denotable hardship, was seldom used as the sole determinant of wage rates. This criterion was, however, discarded by arbitrators more often than any other.

#### SUMMARY

In summary, the use of the several determinants of wages appears to have been necessary to give any semblance of rationality to wage arbitration awards. But at the same time, the justification of applying certain of the criteria and denying others in a particular case seems to have often been doubtful.

In most instances the arbitrator had full lee-way in deciding which of the applicable criteria he wished to employ. Often he would discard some or all of the criteria advanced by the parties to the dispute. In some instances, this was done because the parties had not advanced sufficient evidence to prove these criteria.

Thus, while in an arbitration of rights, the arbitrator is bound by a contract which gives some guarantee of a fair and just award, the arbitrator in a dispute of interests is legislating new terms and the parties are given little or no protection from the possibilities of an unjust award.

## CHAPTER VI

### THE IMPORTANCE OF THE SUBMISSION AGREEMENT IN CONTRACT ARBITRATION

The basic problem confronting the arbitrator in most arbitrations of interests is one of judgment. On the basis of his reasoning, a binding award will be made on the parties. Due to the complexity of modern industry, it is a practical impossibility for the arbitrator to achieve, in the limited time available to him, any more than a superficial knowledge of the various factors, economic and otherwise, which serve to determine the course and future of the business.

Generally he receives little aid from the parties to the dispute. He is confronted with conflicting and contradictory claims and the parties are agreed on little which might serve to guide his decision. This means that his decision is, at best, a qualified guess, substantiated by what appears to be the most compelling evidence.

There is a possibility that, in at least some cases, the task of the arbitrator can be made easier and the possibilities of an error lessened through a proper use of the submission agreement.



The submission agreement is the formal statement signed by both parties in which they agree to arbitrate specified issues. The submission agreement defines the issue (or issues). 1

When the parties agree to go to arbitration, formulation of the submission agreement is the first step in the proceedings. 2 By paying more attention to a careful formulation of this agreement, it is possible for unions and management to better protect themselves and to make the work of the arbitrator easier and more accurate.

Typically, the submission agreement contains the agreement by the parties to arbitrate, and the issues which the arbitrator is to decide. The arbitrator is bound by the agreement; he lacks any power other than those he receives from it.

By incorporating two further limits in the stipulation to arbitrate, the arbitration of wage issues could be made safer for the parties, and assure them that it would be based on the factors they believed to be of most importance.

The first of these limits would set a floor and a ceiling upon the amount of increase or decrease the arbitrator was empowered to award. 3 Doing so would serve as a protection to

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1 Handsaker and Handsaker, Submission Agreement, 6.

2 Lapp, Labor Arbitration, 104.

3 Ibid., 107; Handsaker and Handsaker, Submission Agreement, 14.

all, protecting the disputants against an unreasonable award and defining, for the arbitrator, the range within which an increase would be considered reasonable.

Limiting the criteria which the arbitrator might use in the case would be the second limit.<sup>4</sup> "Obviously, in the absence of restrictions in the submission or in the existing agreement, the arbitrator must decide what factors must be considered and what weight each should have."<sup>5</sup>

In a few cases, the criteria which the arbitrator may use have been listed in the submission. In one instance, I. Robert Feinberg's decision made note of the restrictions imposed upon him.

A reading of the submission agreement indicates that, unlike many other arbitration proceedings involving disputes over requested wage increases, the arbitrator is not here granted full discretion to determine which factors are relevant and to base his award thereon. Rather the parties have strictly circumscribed the arbitrator's discretion and have limited him to consideration of the five elements listed in the stipulation.<sup>6</sup>

In the instant case, Feinberg asserted that he need not assign equal weight to all criteria or to credit them all. No other factor, he admitted, could be used. His task, he said was

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4 Handsaker and Handsaker, Submission Agreement, 3.

5 David L. Cole, "Wage Reduction Problems in Labor Arbitration," 30 LRRM 5, Washington, 1953.

6 In re H. Boker and Co., Inc. and United Mine Workers of America, District 50, Local 13325, 12 LA 608, (1949), 610.

to consider all of the criteria listed and to determine if any of them justified a wage increase. <sup>7</sup>

It is possible for the parties to determine other qualifications for the criteria they stipulate. In a California transit case, the parties agreed that four criteria were to be considered and "made ability to pay the most important single wage influencing consideration." <sup>8</sup> Arbitrator Clark Kerr stated that the submission agreement asked that the arbitration board make no award in excess of the company's financial ability to pay.

Several advantages accrue to the use of a submission agreement containing limitations. Primarily, the parties protect themselves and inject a note of order into the process. The arbitrator knows in advance what the parties believe to be of controlling interest in the dispute. "Criteria are especially useful as standards for reopening clauses since they can be specified in advance." <sup>9</sup>

Various disadvantages are also observed in the use of a limited submission agreement. Hearings could be concerned with

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<sup>7</sup> Ibid.

<sup>8</sup> In re Bay Cities Transit Co. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1277 (AFL), 11 LA 747, (1948), 748.

<sup>9</sup> Handsaker and Handsaker, Submission Agreement, 65.

semantics while debates could shift from discussions of interests to arguments over criteria. The more astute of the parties could gain an advantage over the less astute. Finally, the stipulation of criteria would be inflexible--there would be a chance that the parties would overlook an important factor.<sup>10</sup>

Perhaps the most important argument against the use of the limiting criteria, however, is that the parties would never be able to agree on the criteria. If they could, why couldn't they resolve their dispute by applying them? In the light of those instances in which the parties have selected the criteria they wish used, and of a few others, it is observed that the ability to agree upon criteria does not necessarily mean that they will be able to apply the standard themselves, and solve their own dispute. There is no assurance that they would agree on the proper value of the criteria selected.

The two major advantages of the limited submission appear to be that it would reduce the arbitration of contract terms from a completely legislative process to one more nearly judicial and that it would eliminate some of the risks inherent in such arbitration.

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<sup>10</sup> Ibid., 55, 56.

## CHAPTER VII

### CONCLUSION

Arbitration of basic contract issues has found a definite place in the field of industrial arbitration. Judging by the evidence, it appears that it is an important factor today and one which will not lessen in import in the foreseeable future.

The growth of such arbitration has carried it to all parts of the country, to a great many diverse industries, to acceptance by many unions and managements. This widespread acceptance might easily lead to further increases in the use of arbitrations of interests as companies see how their competitors are meeting the threat of disruptions in production, and as local unions view their fellow union members prospering from the benefits of an advantageous arbitration.

The practicality of such arbitration is another matter altogether.

To meet the problem of setting wage rates, arbitrators have slowly gathered an impressive list of criteria. Not all arbitrators are prone to accept the same criteria, while some accept factors proposed by labor and management on a case-by-case

basis. These criteria, the eight we have analyzed and a few minor ones, serve as the supposed guideposts for the arbitrator. Their validity is seldom questioned, except by a few discerning authors, yet these criteria appear to be mainly rationalizations.

Only three of them are actually causative factors in wage rate setting, ability to pay, cost of living and productivity. Cost of living is included because of the right of the worker to receive high enough wages in return for his work to enable him to live decently. There is a logical basis for an award based upon these causative factors, which reflect a direct relationship between the business of the employer and the labor which runs the business.

Inability to pay is a very definite limitation upon the employer's purse, within reason. Failure to meet an increase in the cost of living would mean that the employer is finalizing a wage decrease while the employees who raise their output are certainly entitled to some of the benefits accruing to the employer as a result.

The other factors used in determining wage rates are imitative. In using them, the arbitrator is applying to the parties the results of decisions made outside of the employer-employee relationship. There is little real relationship between these outside factors and the business in the particular case. Only the fact that there is some similarity between the two, or

some bond common to both, is any justification for the use of such factors.

Yet these imitative factors, particularly patterns and wage comparisons are widely used by arbitrators in setting wage rates.

When it is realized that in a majority of cases, the arbitrator bases his decision upon several factors rather than on a single criterion, the question of the proper use of the criterion becomes even more complicated. Applying each criterion individually to a particular case would produce a variance as to the award. For instance, an employer in serious financial straits would be in no condition to grant an increase. At the same time, the cost of living may have risen, while the pattern for the industry might indicate a wage scale different from either of the other two. Wage comparisons in the local labor market might signify still another level while the maintenance of a traditional differential could dictate a fifth level. Discarding one or more of these factors or the substitution of others would further vary the result.

Now the arbitrator must combine the several criteria, each of which indicates a different level of increase or the maintenance of the status quo. How best shall he combine them? Shall he average them? Shall he discard one or more of them? Shall he base his award on only one of them? Which? Shall he

assign them weights? (It is presupposed that he has not erred nor overlooked an important factor in reaching his conclusions.)

Whatever method the arbitrator uses in selecting criteria, and it might be noted that no systematic and accurate method has ever been devised, the arbitrator concludes by making a decision which may not be fair to the parties. His arbitral judgment is not based upon any definite rules or standards.

A further complication, already mentioned several times, clouds the issue. The decision of the arbitrator is an objective one, applied to subjective circumstances. With a few possible exceptions in the case of a permanent arbitrator, the arbitrator enters the case after it has reached an impasse, at the request of the parties. He holds a few hearings, collects evidence from the parties and issues his decision. The circumstances of the company are not thoroughly and exhaustively investigated; but on the basis of a rather superficial examination the arbitrator issues his award.

It would appear, then, in the light of the evidence presented, that the criteria, as they are used in actual practice, are not always valid reasons for granting or refusing to grant an increase. Of what use are they? A few observant authors maintain that they serve as effective rationalizations. Labor and management can see the reasoning behind the award and in turn can "sell" it to those to whose direction they have gone to



arbitration. At least the award maintains a semblance of having been an objective, studied, systematic decision.

We have observed the difficulties arbitrators have in using criteria and their relative lack of validity. Differences in the number used, in the weight assigned them and the emphasis placed upon them have been seen. It is obvious that there is little system to the process as it is used today and that the process varies from case to case and from arbitrator to arbitrator.

Behind this lies one of the basic problems connected with the arbitration of disputes of interests. Essentially, arbitration is a judicial process, not a legislative one. In the field of labor arbitration, the arbitration of grievances typifies this nature. The arbitrator decides the case on the basis of the collective bargaining contract which defines the rights of each party.

But the arbitration of disputes of interests presents a different situation. Essentially, this is not really arbitration at all since, by nature, it is a legislative process. The arbitrator is judging interests and not rights, he has few or no established or tested guideposts.

Therefore, the author concludes that the disputes involving interests in the field of labor relations are not a proper matter for arbitration as we know the process today. Some

exceptions can be made to this general statement. In the public utilities, arbitration may prove preferable to a strike or lock-out, at least until such time as some democratic method of settling labor disputes in the public utilities is devised. In instances where a permanent arbitrator is employed, who would naturally have the opportunity of becoming familiar with the business, a dispute of interests might reasonably be handled through the arbitration process.

A final exception would be the use of the limited submission agreement which could make such arbitration more nearly akin to a judicial process and hence, a proper subject for arbitration. By a careful, precise use of the agreement, it may be possible to incorporate such determinants of wages as would actually be applied by the parties, and at least give the arbitrator a framework within which to make his award.

Except in these instances, however, the arbitration process should not be used to settle disputes of interests.

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## APPENDIX

### LIST OF CASES STUDIED

The following list of arbitration cases is composed of those cases reported in the Labor Arbitration Reports, (LA), and the American Labor Arbitration Awards, (ALAA), from August 15, 1945, until June 30, 1953. These cases formed the survey reported in Chapter V.

Cases are listed alphabetically. Since the bulk of the cases are found in the Labor Arbitration Reports, citations will be for that series only, except in instances where the Prentice Hall series reported cases not found in the Reports. Most of the cases will also be found in the Prentice Hall series. The citation will contain the complete title of the case, the date decided, the name of the impartial arbitrator only, and the citation.

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- B
- In re Baker and Co., Inc. (Newark, New Jersey), and International Union of Mine, Mill and Smelter Workers, Precious Metals Workers Union, Local 668 (CIO), March 21, 1947, (Benjamin S. Kirsch), 7 LA 350.
- In re Bancroft Dairy Co. and The Borden Co., Kennedy-Mansfield Division, (Madison, Wisconsin), and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 442 (APL), November 21, 1951, (not listed), 17 LA 682.
- In re Bates Manufacturing Co. (Lewiston, Saco and Augusta, Maine), and Textile Workers of America (CIO), June 18, 1952, (William E. Sinkin), 18 LA 631.
- In re Bay Cities Transit Co. (Santa Monica, California), and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1277 (AFL), November 30, 1948, (Clark Kerr), 11 LA 747.
- In re Beach Transit Corp. (Long Beach, N.Y.), and Transport Workers Union of America, Local 252 (CIO), November 15, 1948, (Sidney A. Wolff), 11 LA 639.
- In re A. S. Beck Shoe Corp. (New York, N.Y.), and International Longshoremen's and Warehousemen's Union, Wholesale and Warehouse Worker's Union, Local 65 (CIO), June 6, 1947, (Millard L. Midonick), 7 LA 924.

- In re Bell Aircraft Corp. (Wheatfield, N.Y.), and United Auto, Aircraft and Agricultural Implement Workers of America, Local 501 (CIO), January 10, 1950, (Edmund Day), 13 LA 813.
- In re Berkshire Street Railway Co. (Pittsfield, Massachusetts), and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 496, (AFL), April 9, 1948, (Maxwell Copeloff), 10 LA 133.
- In re Birmingham Electric Co. (Birmingham, Alabama), and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 725 (AFL), June 22, 1947, (O. E. Strong), 7 LA 673.
- In re Bloomfield Tool Corp. and Kidde Manufacturing Co. (Newark, N.J.), and United Electrical, Radio and Machine Workers of America, Tool, Die Makers and Machinists Local 421 (CIO), December 26, 1946, (Sol Flink), 6 LA 50.
- In re Bloomingdale Brothers, Inc. (New York, N.Y.), and United Retail, Wholesale and Department Store Union, Local 3 (CIO), August 11, 1949, (Sidney A. Wolff), 8 LA 194.
- In re Blue Print Co., Inc. and Local Industrial Union No. 415, United Photographic Employees Union (CIO), April 7, 1949, (Jules Justin), 7 LA 154.
- In re H. Boker and Co., Inc. (New York, N.Y.) and United Mine Workers, District 50, Local 13325 (Ind.) April 14, 1949, (I. Robert Feinberg), 12 LA 608.
- In re Boller Beverage Co. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 125 (AFL), June 29, 1951, (Thomas J. Reynolds), 16 LA 933.
- In re Borden's Farm Products, Dairymen's League, Newark Milk and Cream Co., and Sheffield Farms Co., Inc. (Newark, N.J.), May 26, 1948, (Emanuel Stein), 10 LA 470.
- In re Braniff Airlines, Inc. and American Communications Association, Airline Communications Employees Association (CIO), August 19, 1948, (I. L. Broadwin), 11 LA 77.
- In re Broadway Master Barbers' Association, Inc. (New York, N.Y.), and The Barbers' and Beauty Culturists Union of America, Local 143 (CIO), November 12, 1946, (Generoso Pope), 5 LA 357.

- In re Brocton Gas Light Co. (Brocton, Massachusetts), and Utility Workers' Union of America, Local 273 (CIO), May 12, 1947, (James J. Healy), 8 LA 124.
- In re Bronx County Pharmaceutical Association, Inc. and Pugsley Cut-Rate Pharmacy, (New York, N.Y.), and United Retail, Wholesale and Department Store Employees Union, Retail Drug Store Employees Union, Local 1199 (CIO), February 26, 1947, (Morton Singer), 6 LA 589.
- In re Brotherhood of Locomotive Firemen and Engineers, Order of Railway Conductors, Switchmen's Union of North America and Eastern, Western and Southeastern Carriers' Conference Committees, April 3, 1946, (Richard F. Mitchell), 2 LA 251.
- In re Building Trades' Employers' Association (Columbus, Ohio), and International Union of Bricklayers, Masons and Plasterers of America, Local 55 (AFL), April 5, 1946, (Jacob Blair), 2 LA 607.
- In re Built-Rite Upholstery Co. and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers' Union, Local 92 (CIO), July 11, 1951, (Adam Abruzzi), 16 LA 966.
- In re Built-Rite Upholstery Co. and United Furniture Workers of America, Furniture, Bedding and Allied Trades Worker's Union, Local 92 (CIO), February 16, 1953, (Arthur Lesser Jr.), 20 LA 66.
- C
- In re California Grocers' Association (Fresno, California), and Retail Clerks International Association, Local 1288, (AFL), August 30, 1949, (R. W. Houghton), 13 LA 245.
- In re California Street Cable Railway Co. (San Francisco, California), and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1380 (AFL), April 7, 1947, (Hubert Wyckoff), 7 LA 91.
- In re Camburn Inc. and United Radio, Electrical and Machine Workers of America, Local 430 (CIO), February 27, 1947, (I. Robert Feinberg), 6 LA 636.
- In re Campbell Soup Co. (Camden, N.J.), and Food, Tobacco, Agricultural and Allied Workers' Union of America, Local 80 (CIO), May 2, 1946, (Maxwell Copeloff), 3 LA 236.

- In re Capitol Broadcasting Co. (Montgomery, Alabama), and International Brotherhood of Electrical Workers, Local 1299 (AFL), May 18, 1953, (Whitley P. McCoy), 20 LA 610.
- In re Capitol Steel and Iron Co. (Oklahoma City, Oklahoma), and International Association of Bridge, Structural Steel and Ornamental Iron Workers, Local 546 (AFL), June 5, 1946, (Byron R. Abernathy), 3 LA 835.
- In re Capitol Transit Co. (Washington, D.C.) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 689 (AFL), January 2, 1946, (Aaron Horvitz), 1 LA 204.
- In re Capitol Transit Co. (Washington, D.C.) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 689, (AFL), December 13, 1947, (George Taylor), 9 LA 666.
- In re The Carborundum Co., Refractory Division (Perth Amboy, N.J.), and United Brick and Clay Workers, Local 885 and District Council 12 (AFL), December 12, 1945, (Harry Frummerman), 3 LA 93.
- In re Carnegie-Illinois Steel Corp., Gary Sheet and Tin Mills and United Steelworkers of America, Local 1066 (CIO), March 27, 1946, (Herbert Blumer), 5 LA 712.
- In re Christ Cella's Restaurant (New York, N.Y.), and International Alliance of Hotel and Restaurant Employees, New York Local Joint Executive Board (AFL), May 23, 1947, (Sidney L. Cahn), 7 LA 355.
- In re Chamption Aero Metal Products, Inc. (Long Island, N.Y.) and United Electrical, Radio and Machine Workers of America, Local 1227 (CIO), May 2, 1947, (Paul F. Brissendne), 7 LA 278.
- In re Chesapeake and Patomac Telephone Co. of Baltimore, City Plant Division (Baltimore, Maryland) and Maryland Federation of Telephone Workers, Inc., June 6, 1947, (Howard W. Jackson), 7 LA 630.
- In re Chicago Lighting Equipment, Manufacturers' Association and International Brotherhood of Electrical Workers, Local 134 (AFL), March 6, 1952, (John F. Sullivan), 18 LA 599.

- In re Chrome Furniture Manufacturing Corp. and Furniture Trades Workers, Local 92 (CIO), July 29, 1952, (Maurice S. Trotter), 19 IA 361.
- In re Cleveland Draymen Employers' Association, Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Truck Drivers' Union, Local 407 (AFL), August 18, 1946, (James P. Miller), 4 IA 462.
- In re Cleveland Electric Illuminating Co. (Cleveland, Ohio), and Utility Workers' Union of America, Local 270 (CIO), June 30, 1947, (Albert I. Cornsweet), 8 IA 597.
- In re Sigmond Cohn and Co. and United Retail, Wholesale and Department Store Employees' Union, Wholesale and Warehouse Workers Union, Local 65 (CIO), August 22, 1946, (Morris J. Kaplan), 4 IA 348.
- In re Columbia University (New York, N.Y.) and Transport Workers' Union of America, Local 241 (CIO), November 8, 1946, (Arthur S. Meyer), 5 IA 311.
- In re Committee for Companies and Agents, Atlantic and Gulf Coasts, and National Maritime Union of America (CIO), February 26, 1948, (arbitrator not listed), 9 IA 632.
- In re Committee for General Agents of the U.S. Maritime Commission, Atlantic and Gulf Coasts and American Export Lines, Inc., et al., and National Maritime Union (CIO), September 19, 1946, (James Lawrence Fly), 4 IA 466.
- In re Committee for Tanker companies (East Coast) and National Maritime Engineers Beneficial Association (CIO), June 10, 1949, (Fred R. Livingston), 12 IA 855.
- In re Committee Representing Companies and Agents, Atlantic and Gulf Coasts, and National Maritime Union, March 6, 1947, (Paul Kleinsorge), 6 IA 700.
- In re Commonwealth Edison System Companies of New York, (New York, N.Y.) and Utility Workers' Union of America, Brotherhood of Edison Employees, March 12, 1947, (George Taylor), 6 IA 830.
- In re Connecticut Power Co. and Locals 383, 468, 469, and 1419, International Brotherhood of Electrical Workers (AFL), September 13, 1950, (Connecticut State Board), 4 ALAA 581.

In re W. B. Coon Co. (Rochelle, N.Y.) and Boot and Shoe Workers' Union, Local 15 (AFL), June 14, 1947, (Edwin Guthrie), 8 LA 516.

In re Cranston Print Works Co. (Cranston, R.I.) and United Textile Workers of America, Local 2459, (AFL), (Maxwell Copeloff), September 23, 1946, 5 LA 115.

In re Crawford Clothes, Inc. (Westchester county, N.Y.) and United Retail, Wholesale and Department Store Employees' Union, Local 305 (CIO), October 8, 1946, (Seymour Baskind), 5 LA 170.

## D

In re Dairyland Power Cooperative (LaCrosse, Wisconsin), and International Brotherhood of Electrical Workers, Local B-953 (AFL), August 8, 1946, (Charles Hampton), 4 LA 431.

In re Detroit Bakery Employers' Labor Council (Detroit, Michigan) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Bakery Drivers' Local 51 (AFL), April 3, 1951, (Nathan Feinsinger), 16 LA 501.

In re Detroit News, Detroit Times Division of Hearst Publishing Co., Inc., and Knight Newspapers, Inc., and International Brotherhood of Electrical Workers, Local 58 (AFL), July 13, 1949, (Harry L. Platt), 12 LA 1110.

In re Dextone Manufacturing Co. (Connecticut) and Federal Labor Union No. 20705 (AFL), August 20, 1948, (Connecticut State Board), 11 LA 200.

In re Duquesne Light Co., Unit No. 1 et al., (Pittsburg, Pennsylvania), and International Brotherhood of Electrical Workers, Locals 140, 142, 144, 147, 148 (AFL), December 3, 1948, (Dudley E. Whiting), 11 LA 1023.

## E

In re Eastern, Western and Southeastern Carriers' Conference Committee and Fifteen Cooperating Railway Labor Organizations (Nonoperating) and Four Operating Brotherhoods, March 18, 1953, (Paul M. Guthrie), 20 LA 93.



- In re Employers' National Conference Committee, Fifteen Operating Railway Labor Organizations, and Eastern, Western, and Southeastern Carriers' Conference Committee, April 3, 1946, (arbitrator not listed), 2 LA 286.
- In re Employers' Transit Lines, Inc. (Lorain, Ohio) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Division 1034 (AFL), July 22, 1946, (Maxwell Copeloff), 4 LA 748.
- In re Equitable Gas Co. (Pittsburg, Pennsylvania) and United Mine Workers of America, District 50, Local 12050 (AFL), March 14, 1947, (Joseph Brandschain), 7 LA 345.

## F

- In re Fall River Textile Manufacturers' Association, New Bedford Cotton Manufacturers' Association (Fall River and New Bedford, Massachusetts) and Textile Workers' Union of America, (CIO), January 15, 1949, (Douglass V. Brown), 11 LA 984.
- In re Fall River Textile Manufacturers' Association, New Bedford Cotton Manufacturers' Association and Berkshire Fine Spinning Associates, Inc. and Textile Workers' Union of America (CIO), July 16, 1952, (Walter Gellhorn), 18 LA 774.
- In re Faulkner and Colony Manufacturing Co. (Keane, New Hampshire), and United Textile Workers of America, Local 2346 (AFL), November 20, 1946, (Maxwell Copeloff), 5 LA 731.
- In re The Federal Machine Co. (Warren, Ohio) and United Electrical, Radio and Machine Workers of America, Local 730 (CIO), September 3 and 17, 1946, (Dudley E. Whiting), 5 LA 60.
- In re Federation of Jewish Welfare Organizations (Los Angeles, California) and Distributive, Processing and Office Workers of America, Local 95 (Ind.), December 28, 1950, (Edgar L. Warren), 15 LA 847.
- In re Felt Co. and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers' Union, Local 192 (CIO), June 26, 1951, (Arthur Lesser, Jr.), 16 LA 881.
- In re The Felters Co. (Millbury, Massachusetts; Johnson City, N.Y.; Jackson, Michigan) and Textile Workers Union of America, Locals 82, 232, and 318 (CIO), November 22, 1949, (A. Howard Myers), 13 LA 702.

- In re Fifth Avenue Coach Co. (New York, N.Y.) and Transport Workers' Union of America, (CIO), September 23, 1946, (Isidor Wasservogel), 4 LA 548.
- In re Fourty-Four New England Cotton Textile Mills and Textile Workers' Union of America (CIO), July 9, 1946, (Douglass Brown), 4 LA 30.
- In re Full-Fashioned Hosiery Manufacturers of America and American Federation of Hosiery Workers (CIO), June 4, 1946, (Saul Wallen), 3 LA 639.
- In re Full-Fashioned Hosiery Manufacturers of America, Inc. and American Federation of Hosiery Workers (Ind.), March 23, 1950, (George Taylor), 14 LA 321.
- In re Full-Fashioned Hosiery Manufacturers of America and American Federation of Hosiery Workers (Ind.), September 27, 1950, (George Taylor), 15 LA 452.
- In re Full-Fashioned Hosiery Manufacturers of America, Inc. and American Federation of Hosiery Workers (Ind.), January 30, 1952, (Ralph Seward), 18 LA 5.
- G
- In re Gamble-Skogmo, Inc. (Morehead, Minnesota), and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, General Drivers, Helpers and Inside Workers Union, Local 116 (AFL), May 3, 1946, (Three man board appointed by Governor of Minnesota), 3 LA 784.
- In re Gary Railways, Inc. (Gary, Illinois) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 517 (AFL), June 21, 1947, (Whitley McCoy), 8 LA 641.
- In re General Ceramic and Steatite Corp. and United Gas, Coke and Chemical Workers of America, Local 402 (CIO), April 13, 1946, (Benjamin S. Kirsch), 2 LA 643.
- In re Georgia Power Co. (Augusta, Georgia) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 577, (AFL), June 17, 1946, (Henry J. Meyer), 4 LA 297.

- In re Georgia Power Co. (Atlanta, Georgia) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 732 (AFL), August 27, 1947, (William Hepburn), 8 LA 691.
- In re Gimbel's Brothers, Inc. (New York, N.Y.) and United Retail, Wholesale and Department Store Employees of America, Local 2 (CIO), October 7, 1946, (Sidney Wolff), 4 LA 800.
- In re Alex Godner, doing business as Godner's and Retail Women's Apparel Salespeople's Union, Local 340-A, Amalgamated Clothing Workers of America (CIO), December 5, 1946, (Morton Singer), 2 ALAA 67541.
- In re Graphic Arts Association of Washington, D.C., Inc., Union Employers' Division (Washington, D.C.) and International Printing Pressmen's and Assistants Union of North America, Printing Pressmen's Union No. 1 (AFL), March 24, 1949, (William E. Simkin), 12 LA 293.
- In re Greater Newark Hotel Association (Newark, N.J.) and Hotel and Restaurant Employees and Bartenders International Union (AFL), September 21, 1949, (Lewis Tyree), 13 LA 384.
- In re Green Bus Lines, Inc. (Queens, N.Y.) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1179 (AFL), September 13, 1947, (George Frankenthaler), 9 LA 468.

## H

- In re Hampton Modern, Inc. and United Furniture Workers of America, Local 92 (CIO), January 16, 1950, (Maurice Trotter), 14 LA 79.
- In re Heywood Fabrics (Fall River, Massachusetts) and United Textile Workers of America, Local 141 (AFL), December 4, 1946, (Saul Wallen), 6 LA 14.
- In re Hotel Employers' Association of San Francisco (San Francisco, California) and International Union of Operating Engineers, Stationary Local 39 (AFL), February 5, 1952, (Albert Whitton), 18 LA 174.

## I

In re Indianapolis Railways, Inc. (Indianapolis, Indiana) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1070 (AFL), October 2, 1947, (John T. Dunlop), 9 LA 319.

In re Industrial Council of Cloak, Suit and Shirt Manufacturers, Inc., Merchants' Ladies' Garment Association, Inc., and Infants and Childrens' Coat Association, Inc. and International Lady Garment Workers' Union, Joint Board of Cloak, Suit, Skirt and Reefer Makers' Union (AFL), November 13, 1946, (Charles Poletti), 5 LA 375.

In re Insuline Corp. of America (Long Island City, N.Y.) and International Association of Machinists, Lodge 295, August 27, 1946, (Sidney Cahn), 4 LA 302.

In re International Braid Co. and Textile Workers Union of America, (CIO), February 2, 1947, (Douglass Brown), 6 LA 911.

In re International Shoe Co., Hannibal Rubber Plant and Rubber, Cork, Linoleum and Plastic Workers of America, Local 198 (CIO), April 21, 1951, (Clarence Updegraff), 16 LA 436.

In re International Shoe Co. (St. Louis, Missouri) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehouse and Distribution Workers Union, Local 688 (AFL), January 9, 1952, (Wayne L. Townsend), 17 LA 766.

## J

In re Jacksonville Gas Corp. (Jacksonville, Florida) and International Association of Machinists, Lodge 731 (AFL), July 30, 1946, (William Hepburn), 4 LA 521.

In re Jamaica Buses, Inc. (New York, N.Y.) and Transport Workers of America, Local 100 (CIO), August 19, 1946, (Sidney Cahn), 4 LA 225.

In re Jersey City and Bayonne Licensed Beverage Association and Hotel and Restaurant Employees and Bartenders International Union, Local 488 (AFL), March 21, 1952, (George Pfau), 18 LA 407.

- In re The Jersey Journal (Jersey City, New Jersey) and Office Employees International Union, Local 142 (AFL), July 31, 1950, (Arthur Lesser), 15 LA 76.
- In re J.F.D. Manufacturing Co. and United Electrical, Radio and Machine Workers of America, Local 430 (CIO), March 3, 1947, (Jules Justin), 7 LA 241.

## K

- In re Kansas City Public Service Co. (Kansas City, Missouri) and Amalgamated Association of Street, Electric Railway, and Motor Coach Employees, Division 1287 (AFL), July 19, 1947, (Clarence Updegraff), 8 LA 149.
- In re Kendale Realty Corp. (New York, N.Y.) and Building Service Employees International Union, Local 32-E (AFL), October 16, 1946, (Morton Singer), 4 LA 790.
- In re Keyport Woodworking Co., Inc., and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers, Local 92 (CIO), January 3, 1952, (Arthur Lesser), 17 LA 914.

## L

- In re Labor Relations Council of the District of Columbia Trucking Association, Inc. (Washington, D.C.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 639 (AFL), January 5, 1946, (Hugh E. Sheridan), 1 LA 89.
- In re Labor Standards Association (representing Joseph Horne Co., May Department Stores, Co., Rosenbaum Co., Frank and Seder and Gimbels Brothers, Inc., all of Pittsburgh, Pennsylvania) and Retail, Wholesale and Department Stores Union, United Department Store Employees Union, Local 101 (CIO), and Retail Clerks' International Association, Local 1365 (AFL), June 21, 1950, (Sidney A. Wolff), 14 LA 840.
- In re Labor Standards Association (Pittsburgh, Pennsylvania) and Retail, Wholesale and Department Store Union, United Department Store Employees Union, Local 101 (CIO), February 2, 1953, (Saul Wallen), 20 LA 100.

- In re Louis Lefkon, doing business as Mye Drug Co. (New York, N.Y.) and Retail, Wholesale and Department Store Union, Retail Drug Store Employees Union of Greater New York, Local 1199 (CIO), October 6, 1947, (Harold Davey), 9 LA 146.
- In re Moe Levy and Sons, Inc., Howard Clothes, Inc., Ripley Clothes, Inc., Bond Clothes, Inc., Crawford Clothes, Inc., and Retail Apparel Merchant's Association and Upholsterers' International Union of North America, Window Trimmers and Helpers Union, Local 151 (AFL), October 15, 1946, (Sidney Cahn), 4 LA 780.
- In re Livingston Telephone Co., Inc. and Lexington Federation of Telephone Workers, Inc., September 23, 1950, (Henry J. Tilford), 4 ALAA 68598.
- In re Lignum-Vitae Products Corp. (Jersey City, N.J.) and United Furniture Workers of America, Local 76-B (CIO), November 22, 1946, (Arthur Lesser, Jr.), 6 LA 61.
- In re The Liquid Carbonic Corp. (San Francisco, California) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Union, Local 860 (AFL), May 15, 1950, (Ronald Haughton), 14 LA 655.
- In re Los Angeles Examiner, Los Angeles Evening Herald and Express, and Los Angeles Daily News and Los Angeles Stereotypers Union No. 58, December 27, 1952, (Clark Kerr), 20 LA 30.
- In re Los Angeles Transit Lines, a corporation, and Los Angeles Transit Lines and Pacific Electric Railway Co. operating certain lines known as "Los Angeles Motor Coach Lines," (Los Angeles, California), and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1277 (AFL), August 19, 1948, (Benjamin Aaron), 11 LA 118.
- In re Luckenbach Co., Inc. (San Francisco, California) and International Longshoremen's and Warehousemen's Union, Ship Clerks Local 34 (CIO), December 27, 1946, (Clark Kerr), 6 LA 98.
- In re Luckenbach Steamship Co., Inc. (San Francisco, California) and International Longshoremen's and Warehousemen's Union, Ship Clerks' Association, Local 34 (CIO), May 4, 1947, (Clark Kerr), 7 LA 339.

## M

- In re R. H. Macy and Co., Inc. (New York, New York) and Retail, Wholesale and Department Store Union, Local 1-S (CIO), December 15, 1947, (Harry Shulman), 9 LA 305.
- In re R. H. Macy and Co., Inc. (New York, N.Y.) and Retail, Wholesale and Department Store Union, Local 1-S (CIO), August 30, 1948, (David Cole), 11 LA 450.
- In re Madwell Manufacturing Co. and International Handbag, Luggage, Belt and Novelty Workers Union (AFL), June 22, 1953, (Connecticut State Board), 20 LA 718.
- In re Manufacturers' Protective and Development Association and Stove Mounters' International Union of North America, Local 60 (AFL), December 3, 1949, (Robert Howard), 13 LA 900.
- In re Marcalus Manufacturing Co. (East Paterson, N.J.) and International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Paper Box Makers Union, Local 300 (AFL), December 29, 1948, (Emanuel Stein), 11 LA 1115.
- In re Mason Contractors' Association of Detroit; Associated General Contractors of America, Detroit Chapter; Detroit Mason Contractors Association; and Builders' Association of Metropolitan Detroit and Bricklayers, Masons and Plasterers International Union of America, Metropolitan Executive Committee (AFL), June 10, 1949, (Harry Platt), 12 LA 909.
- In re Merchandise Warehouse Employers Group of Boston (Boston, Massachusetts) and International Longshoremen's Association, Local 1454 (AFL), March 29, 1946, (James J. Healy), 6 LA 521.
- In re Merchants Bank of New York and Distributive, Processing and Office Workers' Union, District 65 (Ind.), July 13, 1951, (Joseph Rosenfarb), 16 LA 901.
- In re Metropolitan Garage Board of Trade and Affiliated Associations and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Garage Washers and Polishers Union, Local 272 (AFL), February 27, 1952, (Harry Rains), 19 LA 464.

- In re Midwest Piping and Supply Co., Monarch Piping and Engineering Co. (Los Angeles, California), Associated Piping and Engraving Co. (Vernon, California) and Refining Piping and Engineering Co. (Montebello, California) and United Association of Journeymen Plumbers and Steamfitters, Local 230 (AFL), January 11, 1946, (Lawrence Pfiefer), 2 LA 464.
- In re Miles Shoes, Inc. (New York, N.Y.) and Distributive Processing and Office Workers of America, District 65 (Ind.), June 25, 1953, (Lloyd Bailer), 20 LA 903.
- In re Milwaukee Bedding Co. and Upholsterers International Union of North America, Local 29 (AFL), August 17, 1949, (Hugo Sonnenschein), 13 LA 40.
- In re Moeller Instrument Co., Inc. (Brooklyn, N.Y.) and United Electrical, Radio and Machine Workers of America, Local 1227 (CIO), January 23, 1947, (Paul Brissenden), 6 LA 639.
- In re Mount Carmel Public Utility Co. (Mt. Carmel, Illinois) and United Electrical, Radio and Machine Workers of America, Local 1110 (CIO), January 8, 1948, (Peter Kelliher), 9 LA 540.
- In re Mount Carmel Public Utility Co. (Mount Carmel, Illinois) and United Electrical, Radio and Machine Workers of America, Local 1110 (Ind.), March 11, 1952, (William McPherson), 18 LA 290.
- N
- In re Namm's, Inc. and Retail, Wholesale and Department Store Union, Department Store Union, Local 1250 (CIO), January 8, 1948, (Benjamin C. Roberts), 9 LA 710.
- In re National Airlines, Inc. and Flight Engineers International Association (AFL), May 10, 1951, (Wm. Howard Payne), 16 LA 532.
- In re National Bedding and Upholstery Manufacturers Board of Trade, New Jersey Division and Furniture, Bedding and Allied Trades Workers Union, Local 92 (CIO), December 27, 1946, (Harland J. Scarborough), 6 LA 54.



- In re National Bedding and Upholstery Manufacturers Board of Trade, New Jersey Division and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers Union, Local 92 (CIO), June 25, 1948, (Emanuel Stein), 10 LA 813.
- In re National Bedding and Upholstery Manufacturers Board of Trade, New Jersey Division and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers Union, Local 92 (CIO), September 6, 1950, (Arthur Lesser), 4 ALAA 68601.
- In re National Bedding and Upholsterers Manufacturers Board of Trade, Inc. and United Furniture Workers of America, Bedding, Curtain and Drapery Workers Union, Local 140 (CIO), October 17, 1950, (Israel Ben Scheiber), 15 LA 394.
- In re National Chair Co. and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers, Local 92 (CIO), July 27, 1951, (Arthur Lesser), 17 LA 114.
- In re National Chair Co. and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers Union, Local 92 (CIO), (Arthur Lesser), December 9, 1962, 5 ALAA 69233.
- In re National Electronics Corp. and United Electrical, Radio and Machine Workers of America, Local 452 (CIO), February 2, 1946, (Morris Kaplan), 5 LA 500.
- In re National Zinc Co., Inc. (Bartlesville, Oklahoma) and United Acid and Smelters Workers Union of Oklahoma, Inc. (CIO), October 6, 1948, (A. Langley Coffey), 11 LA 585.
- In re National Zinc Co., Inc. (Bartlesville, Oklahoma) and United Gas, Coke and Chemical Workers Union of Oklahoma, Inc. (CIO), April 16, 1949, (Joseph Klamon), 12 LA 569.
- In re National Zinc Co., Inc. (Bartlesville, Oklahoma) and United Acid and Smelter Workers Union of Oklahoma, Inc. (Ind.), May 7, 1951, (A. J. Granoff), 16 LA 944.
- In re New Bedford Cordage Co. (New Bedford, Massachusetts) and Textile Workers Union of America, (CIO), November 3, 1952, (Maxwell Copeloff), 5 ALAA 69273.

- In re New England Sportswear Manufacturers Association (Boston, Massachusetts) and International Lady Garment Workers Union, Joint Board, Cloak, Skirt and Dressmakers' Union (AFL), December 28, 1950, (Maxwell Copeloff) 15 LA 925.
- In re New England Transportation Co. (Boston, Massachusetts) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 988 and 1073 (AFL), August 7, 1950, (Maxwell Copeloff), 15 LA 126.
- In re New Jersey Broadcasting Co. (Paterson, N.J.) and International Brotherhood of Electrical Workers, Radio Broadcast Engineers Local 1212 (AFL), May 31, 1946, (Maxwell Copeloff), 3 LA 437.
- In re New Jersey Dairy and Food Distributors Association and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 863 (AFL), November 12, 1946, (Maurice Trotter) 5 LA 321.
- In re Newsday, Inc. and Local 406, International Printing Pressmen and Assistants Union, November 30, 1948, (G. Christopher), 3 ALAA 68172.
- In re Newspaper Publishers' Association of Philadelphia and International Printing Pressmen and Assistants Union of North America, Philadelphia Newspaper Pressmens' Union No. 16 (AFL), April 22, 1949, (David Cole), 12 LA 448.
- In re Newspaper Publishers Association of Philadelphia and International Printing Pressmens' and Assistants' Union of North America, Philadelphia Newspaper Printing Pressmens' Union No. 16 (AFL), December 27, 1949, (Erskine Madden), 13 LA 969.
- In re News Syndicate Co., Inc. (New York, N.Y.) and The American Newspaper Guild of New York (CIO), January 30, 1952, (I. Robert Feinberg), 18 LA 55.
- In re New York and Richmond Gas Co. (Staten Island, New York, N.Y.) and International Brotherhood of Electrical Workers, Local 3 (AFL), December 4, 1948, (I. Robert Feinberg), 11 LA 927.

- In re New York City Omnibus Corp., Madison Avenue Coach Co., Inc., and Eighth Avenue Coach Corp. (Operating Unit) and Transport Workers Union of America (CIO); New York City Omnibus Corp. and Fifth Avenue Coach Co. (Clerical Unit) and Transport Workers Union of America (CIO), June 18, 1947, (David L. Cole), 7 LA 794.
- In re New York City Omnibus Corp., Madison Avenue Coach Co., Inc., and Fifth Avenue Coach Co. and Local 100 (Operating and Clerical Unit), Transport Workers Union of America (CIO), November 21, 1949, (Sidney Sugarman), 3 ALAA 68278.
- In re New York Shipping Association and International Longshoremen's Association, (APL), December 31, 1945, (William Davis), 1 LA 80.
- In re New York Shipping Association and International Longshoremen's Association (APL), and the Atlantic Coast District Wage Scale Conference Committees of the IIA, November 25, 1952, (Paul Hays), 20 LA 75.
- In re The New York Times (New York, N.Y.) and American Newspaper Guild, Newspaper Guild of New York (CIO), September 25, 1950, (John T. Dunlop), 15 LA 332.
- In re New York Water Service Corp. and South Bay Consolidated Water Co., Inc. (Long Island, N.Y.) and Utility Workers' Union of America, Local 355 (CIO), March 7, 1947, (I. Robert Feinberg), 7 LA 30.
- In re New York World Telegram, (New York, N.Y.) and American Newspaper Guild, Newspaper Guild of New York (CIO), June 15, 1949, (David Cole), 12 LA 946.
- In re Nickles Bakery, Inc. (Martins Ferry, Ohio) and United Mine Workers, United Construction Workers, (Ind.), March 3, 1952, (C. Wilson Randle), 18 LA 280.
- In re North American Aviation, Inc. and United Auto, Aircraft and Agricultural Implement Workers of America, Locals 887 and 927 (CIO), September 3, 1952, (David Cole), 19 LA 76.
- In re Northern Feather Works, Inc. (New Jersey) and Textile Workers Union of America, Hudson-Essex Joint Board (CIO), February 5, 1948, (Arthur Lesser), 9 LA 780.

In re Northern States Power Co. (Minneapolis and St. Paul, Minnesota) and International Brotherhood of Electrical Workers, Local B-23 and B-160 (AFL), July 13, 1948, (Geza Schutz), 11 LA 337.

## O

In re 195 Broadway Corp. (New York, N.Y.) and 195 Broadway Corp. Employees Council (Ind.), June 14, 1947, (Arthur S. Meyer), 7 LA 516.

In re Orion, Inc. (Brooklyn, New York) and Retail, Wholesale and Department Store Union, Wholesale and Warehouse Workers Union, Local 65 (CIO), January 21, 1948, (Jules Justin), 9 LA 468.

In re The Owl Drug Co. (San Francisco, California) and Retail Clerks' International Association, Pharmacists' Union, Local 838 (AFL), August 11, 1947, (Melvin Cronin), 8 LA 549.

## P

In re Pacific American Shipowners' Association and American Communications Association, Marine Division (CIO), February 26, 1948, (Hubert Wyckoff), 9 LA 912.

In re Pacific American Shipowners' Association and Pacific Coast Marine, Firemen, Oilers, Watertenders and Wipers Association (Ind.), April 4, 1949, (Arthur Miller), 12 LA 540.

In re Pacific Gas and Electric Co. and Utility Workers' Union of America, Joint Council (CIO), May 27, 1947, (Clark Kerr), 7 LA 558.

In re Pacific Trailways, Inc. (Mt. Hood Stages) (Bend, Oregon), and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1055 (AFL), February 1, 1950, (Clark Kerr), 14 LA 111.

In re Painting and Decorating Employers' Association of San Diego County (San Diego, California) and Brotherhood of Painters, Decorators and Paperhangers of America, Local 333 (AFL), June 12, 1947, (Benjamin Aaron), 7 LA 769.

- In re Pan American Airways, Inc. and Transport Workers Union of America (CIO), December 6, 1946, (Sidney Cahn), 5 LA 590.
- In re Patriot News Co. (Harrisburg, Pennsylvania) and International Typographical Union, Harrisburg Typographical Union, Local 14 (AFL), December 5, 1950, (John Egan), 15 LA 871.
- In re Pepsi-Cola Metropolitan Bottling Co. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 125 (AFL), September 3, 1952, (Emanuel Stein), 19 LA 401.
- In re Philadelphia Co., Equitable Real Estate Co., Equitable Sales Co., Duquesne Light Co., Alleghany County Steam Heat Co., Cheswick and Hamar Railroad Co., Equitable Auto Co., Equitable Gas Co., Finleyville Oil and Gas Co., Philadelphia Oil Co., Pittsburgh and West Virginia Gas Co., and W. D. George and Thomas Fitzgerald, trustees for Pittsburgh Railways Co., debtor, and of Pittsburgh Motor Coach Co., subsidiary, and Independent Association of Employees of Duquesne Light and Associated companies, May 3, 1946, (Aaron Horvitz), 3 LA 631.
- In re Philadelphia Co., Equitable Real Estate Co., Equitable Sales Co., Duquesne Light Co., Alleghany County Steam Heat Co., Cheswick and Hamar Railroad Co., Equitable Auto Co., Equitable Gas Co., Finleyville Oil and Gas Co., Philadelphia Oil Co., Pittsburgh and West Virginia Gas Co., and W. D. George and Thomas Fitzgerald, trustees for Pittsburgh Railways Co., debtor, and of Pittsburgh Motor Coach Co., subsidiary, and Independent Association of Employees of Duquesne Light and Associated companies, February 7, 1947, (George Strong), 6 LA 470.
- In re Pittsburgh Railways Co. (Pittsburgh, Pennsylvania) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Divisions 85 and 1084 (AFL), September 7, 1951, (Frank Pierson), 17 LA 152.
- In re Prairie duChien Woolen Mills Co. (Prairie duChien, Wisconsin) and United Textile Workers of America, Local 2563 (AFL), February 16, 1948, (Norman Rausch), 10 LA 73.

- In re Public Service Co-ordinated Transport and Public Service Interstate Transportation Co. (New Jersey) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division (AFL), August 22, 1947, (George Taylor), 8 LA 530.
- In re Publishers Association of New York City and Typographical Union, International Mailers' Union No. 6 (AFL), August 3, 1949, (George Alger), 12 LA 1130.
- In re Publishers' Association of New York City and International Brotherhood of Electrical Workers, Local 3 (AFL), December 12, 1949, (John Knox), 13 LA 700.
- In re Puget Sound Navigation Co. and Inlandboatmen's Union of the Pacific, Puget Sound Division (CIO) and National Organization of Masters, mates and Pilots, Local 6 (AFL), July 3, 1947, (Harold Seering), 8 LA 563.
- In re Puget Sound Navigation Co. (Seattle, Washington) and Marine Engineers' Beneficial Association, Local 38 (CIO), December 20, 1948, (Ronald Houghton), 11 LA 1100.
- In re Puget Sound Navigation Co. and National Organization of Masters, Mates and Pilots of America, Local 6 (AFL); Inland Boatmen's Division of the Pacific, Puget Sound Division (CIO); and Marine Engineers Beneficial Association, No. 38 (CIO), September 1, 1949, (Joseph S. Kane), 13 LA 255.
- In re Purity Food Co. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 145 (AFL), November 15, 1949, (Connecticut State Board), 13 LA 591.
- Q
- In re Queens-Nassau Transit Lines, Inc., Steinway Omnibus Corp., and Queensboro Bridge Railway Co., Inc. and Transport Workers Union of America, Local 100 (CIO), May 1, 1950, (Sidney Sugarman), 14 LA 510.

- In re radio station WKBW, WBLN, WBNY, and WEBR (Buffalo, N.Y.) and American Communications Association (CIO), July 16, 1946, (Sidney Cahn), 3 LA 729.
- In re Reading Street Railway Co. (Reading, Pennsylvania) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1345 (AFL), February 5, 1947, (William Sinkin), 6 LA 860.
- In re Realty Advisory Board on Labor Relations, Inc. (New York, N.Y.), and Building Service Employees' International Union, Local 32B (AFL), March 15, 1949, (Jerome Michael), 12 LA 352.
- In re Reliable Optical Co., Inc. and United Optical Workers' Union, Local 208 (CIO), May 2, 1947, (Joseph Rosenfarb), 7 LA 257.
- In re Restaurant-Hotel Employers' Council of San Diego (San Diego, California) and Building Service Employees' International Union, Local 102 (AFL), September 24, 1948, (Benjamin Aaron), 11 LA 469.
- In re Restaurant-Hotel Employers' Council of Southern California and Hotel and Restaurant Employees and Bartenders International Union, Local Joint Executive Board of Culinary Workers and Bartenders (AFL), July 8, 1949, (Frank Pier-son), 12 LA 1091.
- In re Retail Merchants' Association (Benton, Illinois) and Retail Clerks' International Protective Association, Local 1085 (AFL), May 5, 1946, (Charles Hampton), 3 LA 624.
- In re River Valley Tissue Mills, Inc. (Phoenix, N.Y.) and United Paper Workers of America, Local 522 (CIO), April 5, 1946, (Jacob Blair), 3 LA 245.
- In re RKO Radio Pictures, Inc., and RKO Service Corp. (New York, N.Y.) and United Office and Professional Workers of America, Screen Office and Professional Employees' Guild, Local 109 (CIO), May 25, 1948, (I. L. Broadwin), 10 LA 550.
- In re Roberts Pressure Valve Co., Inc. and Mizzy, Inc. (New York, N.Y.) and International Federation of Architects, Engineers, Chemists and Technicians, Dental Supply and Equipment Organ-izing Committee, Local 201 (CIO), October 17, 1947, (Morton Singer), 8 LA 665.

In re Rochester Transit Corp. (Rochester, N.Y.) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 282 (AFL), August 20, 1950, (Albert Cornsweet), 15 LA 263.

In re The E. T. Rugg Co. (Newark, N.J.) and Textile Workers Union of America, Local 540 (CIO), January 22, 1947, (A. C. Lapptin), 6 LA 659.

## S

In re Safeway Stores, Inc. and Fred Meyers, Inc. (Vancouver, Washington) and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 549, (AFL), August 13, 1946, (Verner Wardlaw), 4 LA 319.

In re The St. Louis Public Service Co. (St. Louis, Missouri) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 788 (AFL), August 28, 1947, (Three man impartial board), 8 LA 397.

In re San Diego Electric Railway Co. (San Diego, California) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1309 (AFL), September 6, 1948, (Clark Kerr), 11 LA 458.

In re San Diego Gas and Electric Co. (San Diego, California) and International Brotherhood of Electrical Workers, Local B-465 (AFL), February 21, 1949, (Benjamin Aaron), 12 LA 245.

In re San Diego Retail Grocery Industry (San Diego, California) and Retail Clerks' International Association, Local 1222 (AFL), November 26, 1948, (Walter Burr), 11 LA 880.

In re San Francisco Employers' Council and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local 860 (AFL), December 24, 1946, (Hubert Wyckoff), 7 LA 35.

In re San Francisco Employers' Council (on behalf of Mountain Copper Co., Redding, California) and International Union of Mine, Mill and Smelter Workers, Local 871, January, 1948, (Hubert Wyckoff), 9 LA 401.



- In re San Francisco Hospital Conference, affiliated with San Francisco Employers' Council and Hospital and Institutional Workers' Union, Local 250, (AFL), March 28, 1946, (Hubert Wyckoff), 5 LA 137.
- In re San Joachim Baking Co. (Fresno, California) and Bakery and Confectionary Workers' International Union of America, Local 43, (AFL), July 20, 1949, (Ronald Houghton), 13 LA 115.
- In re Scranton Metal Casket Works (Scranton, Pennsylvania) and Local Industrial Union 1529 (CIO), May 13, 1946, (Jacob Blair), 3 LA 370.
- In re Sheet Metal Contractors' Association of Southern California, and International Association of Sheet Metal Workers, Local 108 (AFL), June 6, 1947, (Spencer Pollard), 8 LA 134.
- In re Sosna Brothers and United Optical Workers Union, Local 208 (CIO), March 21, 1947, (Joseph Rosenfarb), 6 LA 846.
- In re Spear and Co. (New York, N.Y.) and Spear Salesmen's Association (Ind.), February 5, 1948, (Morton Singer), 9 LA 567.
- In re Sperti Faraday Inc. (Adrian, Michigan) and International Brotherhood of Electrical Workers, Local 1246 (AFL), March 18, 1953, (no arbitrator listed), 20 LA 258.
- In re Stacy Trant Hotel Co. (Newark, N.J.) and Hotel and Restaurant Employees' International Alliance and Bartenders' International League of America, Local 741 (AFL), January 6, 1948, (Maurice Trotter), 9 LA 424.
- In re Steinway and Sons and United Furniture Workers of America, United Piano Workers Union, Steinway Local 102 (CIO), June 12, 1951, (Jules Justin), 17 LA 31.

## T

- In re Tampa Cigar Manufacturing Association (Tampa, Florida) and Cigar Makers International Union of America, Tampa Locals (AFL), October 25, 1946, (John Dwyer), 5 LA 513.
- In re Tampa Transit Lines, Inc. (Tampa, Florida) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1344 (AFL), April 3, 1946, (William Hepburn), 3 LA 194.

- In re Third Avenue Transit Corp., Surface Transit Corp. of New York, the Yonkers Railroad Co., Westchester Transportation Co., Inc. and the Westchester Electric Railroad Corp. and Transport Workers of America (CIO), January 16, 1946, (Paul Hays), 1 LA 321.
- In re Times Publishing Co. (St. Petersburg, Florida) and International Printing Pressmen and Assistants Union of North America, St. Petersburg Web Printing Pressmen and Assistants Union, Local 236 (AFL), January 10, 1948, (Fred Deibler), 10 LA 194.
- In re Trailways of New England, Inc. (West Springfield, Massachusetts) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1318 (AFL), May 10, 1947, (Maxwell Copeloff), 7 LA 319.
- In re Trailways of New England, Inc. (West Springfield, Massachusetts) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1318 (AFL), August 20, 1947, (Maxwell Copeloff), 8 LA 363.
- In re Transcontinental and Western Air, Inc. and International Air Line Pilots' Association, (AFL), January 22, 1947, (Frank Swarker), 6 LA 127.
- In re Triboro Coach Co. (New York, N.Y.) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1104 (AFL), September 13, 1947, (G. Frankenthaler), 8 LA 478.
- In re Trustees for Pittsburgh Railways Co. and Pittsburgh Motor Coach Co. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Divisions 65 and 1084 (AFL), December 20, 1949, (G. Allen Dash), 14 LA 662.
- In re Twin City Rapid Transit Co. (Minneapolis and St. Paul, Minnesota) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1005 (AFL), July 16, 1947, (Whitley McCoy), 7 LA 845.
- In re Twin City Rapid Transit Co. (Minneapolis and St. Paul, Minnesota) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1005 (AFL), May 28, 1948, (John Dunlop), 10 LA 581.

In re Twin City Rapid Transit Co. (Minneapolis and St. Paul, Minnesota) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees, Division 1005 (AFL), June 29, 1951, (Harry Platt), 16 LA 749.

In re Tynan Throwing Co., Paterson Silk Throwing Co., and Morris Gordan, Inc. (Paterson, N.J.) and Textile Workers Union of America, Local 179 (CIO), June 10, 1953, (Lloyd Bailer), 20 LA 614.

## U

In re Union News Co. (Boston, Massachusetts) and United Office and Professional Workers of America, News Distribution Division, (CIO), February 24, 1947, (James Healy), 7 LA 195.

In re Union Railroad and Brotherhood of Railroad Trainmen (Ind.), March 24, 1953, (Harold Ciden), 20 LA 218.

In re United Master Barbers' Association of Queens County, Chapter No. 4 (New York, N.Y.) and Barbers' and Beauty Culturists' Union, Local No. 6 (CIO), November 9, 1946, (Sidney Cahn), 5 LA 269.

In re United Press Associations and Commercial Telegraphers Union, United Press System, Division 47 (AFL), April 19, 1950, (William Margolis), 14 LA 862.

In re U. S. Sugar Company (Clewston, Florida) and Sugar Mill Workers' Union, Local 23211 (AFL), November 12, 1946, (Royal France), 5 LA 314.

## V

In re Velsicol Corp. (Marshall, Illinois) and International Hod Carriers, Building and Common Laborers of America, Local 974 (AFL), June 2, 1949, (Joseph Clamon), 12 LA 1027.

In re Velvet Textile Corp. (West Haven, Connecticut) and Textile Workers' Union of America, Local 109 (CIO), May 29, 1947, (Liston Pope), 7 LA 685.

In re Viloco Machine Co. (Benton Harbor, Michigan) and United Electrical, Radio and Machine Workers of America, Local 931 (CIO), July 20, 1946, (Ralph Ziegler), 3 LA 867.

In re Virginia Electric and Power Co. and International Brotherhood of Electrical Workers, Locals B-216, 220, 279, 655, 699, 905, 980, and 1064 (AFL), July 13, 1949, (Ralph Seward), 13 LA 201.

In re Volco Brass and Copper Co. (Kenilworth, N.J.) and International Union of Mine, Mill and Smelter Workers, Local 673 (CIO), December 24, 1948, (I. Robert Feinberg), 11 LA 1154.

## W

In re Warehousemen's Association of the Port of New York, Inc., Waterfront Warehouse Members, and International Longshoremen's Association, Marine Warehousemen's Locals 976-4, 783, and 1478 (AFL), March 16, 1946, (Frank H. Brown), 2 LA 136.

In re Washington Afro-American and Washington Newspaper Guild, December 26, 1945, (John E. Dwyer), 1 LA 295.

In re Washington Gas Light Co., Washington Suburban Gas Co. (Washington, D.C.) and International Chemical Workers Union, Local 63, and Office Employees' International Union, Local 2 (AFL), May 28, 1946, (Maxwell Copeloff), 3 LA 566.

In re Washington Metal Trades, Inc. (Seattle, Washington) and International Association of Machinists, Local 79, August 30, 1946, (George Cheney), 4 LA 704.

In re Washington Metal Trades, Inc. (Seattle, Washington) and International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers, Local 104 and 541, September 26, 1946, (George Cheney), 5 LA 84.

In re Washington Woodcraft Corp. (Washington, N.J.) and United Furniture Workers of America, Furniture, Bedding and Allied Trades Workers' Union, Local 92 (CIO), February 14, 1950, (Lewis Tyree), 14 LA 242.

In re Waterfront Employers' Association of the Pacific Coast and International Longshoremen's and Warehousemen's Union, (CIO), December 26, 1946, (Clark Kerr), 5 LA 758.

In re Waterfront Employers' Association of the Pacific Coast and International Longshoremen's and Warehousemen's Union (CIO), December 15, 1947, (Arthur Miller), 9 LA 172.

- In re Watson Elevator, Inc. (Englewood, N.J.) and United Electrical, Radio and Machine Workers of America, Local 425 (CIO), July 22, 1947, (Maxwell Copeloff), 8 LA 386.
- In re Bertha Wendroff (operating building at 1704 E. 15th st.) (Brooklyn, N.Y.) and United Service Employees' Union, Local 377 (CIO), December 27, 1947, (Morton Singer), 9 LA 274.
- In re Wesek Manufacturing Co. (Scranton, Pennsylvania) and International Association of Machinists, Lodge 1084, May 16, 1946, (Maxwell Copeloff), 3 LA 533.
- In re F. W. Woolworth Co. (New York, N.Y.) and United Retail, Wholesale and Department Store Employees of America, Wholesale and Warehouse Workers' Union, Local 65 (CIO), September 19, 1946, (Three man impartial board), 4 LA 502.
- In re Wurtzel and Gorden and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 145 (AFL), July 10, 1950, (Connecticut State Board), 14 LA 913.

## Y

- In re Yakima Cement Products Corp. (Yakima, Washington) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 524 (AFL), June 21, 1946, (Paul Prasow), 3 LA 793.
- In re The Yellow Cab Co. (Atlanta, Georgia) and International Association of Machinists, Lodge 35 (Ind.), December 19, 1950, (A. R. Marshall), 15 LA 878.

## Z

- In re Zenith Upholstery Co. and United Furniture Workers of America, Local 135 (CIO), December 11, 1952, (Connecticut State Board), 5 ALAA 69190.