

Twenty-third
ANNUAL REPORT OF THE
NATIONAL
MEDIATION
BOARD

INCLUDING
THE REPORT OF THE
NATIONAL RAILROAD
ADJUSTMENT BOARD



For the Fiscal Year Ended JUNE 30, 1957

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NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1957

ROBERT O. BOYD, *Chairman*

FRANCIS A. O'NEILL, JR.

LEVERETT EDWARDS

EUGENE C. THOMPSON, *Executive Secretary*

LETTER OF TRANSMITTAL

NATIONAL MEDIATION BOARD,
OFFICE OF THE CHAIRMAN,
Washington, D. C., November 1, 1957.

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

Pursuant to the provisions of section 4, second, of Public, No. 442, approved June 21, 1934, I have the honor to submit the Twenty-third Annual Report of the National Mediation Board for the fiscal year ended June 30, 1957, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

FRANCIS A. O'NEILL, Jr.,
Chairman.

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I. SUMMARY AND OBSERVATIONS

The National Mediation Board is an independent agency of the United States Government created by and functioning under the 1934 amendment to the Railway Labor Act. The act forms the framework within which approximately 1,200,000 workers employed by over 700 common carriers by rail and some 130,000 employees of over 100 commercial carriers by air conduct day-to-day labor relations.

During the past fiscal year ending June 30, 1957, the Board disposed of a total of 383 formally docketed cases of all types; these included 111 representation cases, 263 mediation cases, and 9 interpretation cases. At the end of the fiscal year there was on hand a backlog of 255 cases pending and unsettled. Labor negotiations in the two industries, railroad and airline, served by the National Mediation Board were conducted in an atmosphere of relative harmony. Pattern settlements were made in the railroad industry which insure stability through a moratorium provision effective until November 1, 1959. Settlements reached in the airline industry were of shorter duration but in most instances were reached without serious threat of interruption to operation of carrier activities.

The importance of stable labor relations in the transportation industry was recognized at an early date when Congress in 1888 adopted, under the power granted by the Constitution to regulate commerce among the States, legislation designed to prevent or minimize interruptions to transportation by establishing methods and procedures for the peaceful solution of employer-employee problems in the industry.

The present Railway Labor Act adopted in 1926 represents the product of 69 years of accumulated experience gained through previous legislation, at the bargaining table, in the courts and during Federal operation of the railroads in the First World War.

The law adopted in 1926 represented the joint views of labor and management of an appropriate framework within which the parties could manage their industrial relations. This framework provided a procedural process for handling differences between the railroads, the express and pullman companies on the one hand and their employees on the other, growing out of their attempts to make and maintain agreements establishing the rates of pay, rules, and working conditions of the employees.

The act was based upon recognition of the principle of collective bargaining and was accepted by labor and management not only as a legal obligation but as the cornerstone upon which to build true harmonious labor relations. The necessity for both parties to designate representatives without interference, influence, or coercion by the other party and the need for representatives of both parties to meet promptly in conference in order to settle labor disputes was recognized by the provisions incorporated in the act.

Improvements and refinements of procedures have been adopted since that date. In 1934, sections 2 and 3 were added to the act.

Section 2 provides a procedure by which the Board could certify to a carrier the representative of a craft or class of employees. This section of the act recognized the right of a majority of the employees in a craft or class to represent all the employees in that craft or class. This provision provided a method by which the carrier could assure itself that negotiations concerning wages, rules, and working conditions were being conducted with the representative who had the authority to speak and act for all the employees in the craft or class.

The National Railroad Adjustment Board was created by section 3 of the act. Disputes growing out of grievances or out of interpretations or application of agreements concerning rates of pay, rules, or working conditions may be referred to this Board for adjudication. This amendment made it possible for either party to progress disputes of this nature for adjustment to that Board without the necessity of agreement or concurrence of the other party. Previously it was necessary that both parties concur before such disputes could be submitted to a board of adjustment.

In 1936 the act was further amended to extend the jurisdiction of the Board to common carriers by air engaged in interstate commerce or transporting mail for or under contract with the United States Government.

The act was amended in 1951 so as to permit carriers and labor organizations to make agreements requiring as a condition of continued employment that all employees of a craft or class represented by the labor organization, become members of that organization. This amendment (sec. 2, 11th) also permitted the making of agreements providing for the checkoff of union dues, subject to specific authorization of the individual employees in this connection.

The primary functions of the National Mediation Board briefly stated are: First; the mediation of disputes between carriers and the labor organizations representing their employees relating to changes in rates of pay, rules, and working conditions. Second; the duty of certifying the representative of any craft or class of employees to the carrier after investigation through secret-ballot elections or other appropriate methods of the employee's representation choice.

In addition to these primary functions, the Board has other duties imposed by law among which are: The interpretation of agreements made under its mediatory auspices; the appointment of neutral referees when requested by the various divisions of the National Railroad Adjustment Board to make awards in cases that have reached deadlock; the appointment of neutrals when necessary in arbitration held under the act, the appointment of neutrals when requested to sit with System and Special Board of Adjustment; certain duties prescribed by the act in connection with the eligibility of labor organizations to participate in the selection of the membership of the National Railroad Adjustment Board, and also the duty of reporting to the President of the United States labor disputes which in the judgment of the Board threaten to substantially interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation. In such cases the President may in his discretion appoint an emergency board to investigate and report to him on the dispute.

The Board is able to report that the purpose of the act to provide for prompt disposition of disputes between carriers and their em-

ployees was achieved during the past fiscal year with only minor interruptions of transportation facilities due to labor disputes.

Actual strikes which occurred in fiscal year 1957 are outlined in detail in the following section of this report. It is noteworthy, however, that few of the strikes were of long duration and in most cases transportation continued without serious interruption to interstate commerce.

1. STRIKES AND THREATENED STRIKES

During the fiscal year ending June 30, 1957, actual work stoppages on railroads and airlines which received handling by the Board totaled 10. However, only two substantially affected more than local areas, and one of the above lasted only 6 days.

Seven of the ten strikes occurred on railroads and the remaining on airlines.

A few additional cases of one day or less duration occurred which were settled by the parties without invoking the Board's services.

A tabulation of the strikes occurring during the fiscal year is shown as Table 7 in the appendices.

Divided into main categories, the following tabulation shows the principal causes of the 10 strikes.

Rail carriers

Wage requests	1
Wage and rules requests	3
Rules change request	3
Grievances and time claims	0

Air carriers

Wage requests	0
Wage and rules requests	0
Rules change request	0
Representation	2
Working conditions	1

Strikes on Rail Carriers

A summary of the seven strikes involving rail carriers follows:

CASE A-5211.—*International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Railway Express Agency, Inc.*

This strike was called by the Teamsters who represented approximately 3,700 employees in Chicago, Cincinnati, Cleveland, Newark, Philadelphia, St. Louis, San Francisco, and several smaller points near some of those cities. The strikers accounted for about 10 percent of the express company's employees.

The strike lasted 88 days and seriously disrupted express service in the cities affected.

Prior to the strike, all the procedures set forth in the act, including direct negotiations, mediation, proffer of arbitration and an Emergency Board investigation had been utilized. A summary of the Emergency Board recommendations is reported in chapter V.

Mediation was resumed immediately after the strike began on April 21, 1957, and continued until July 18, 1957, at which time Board members, after exhaustive efforts, secured a settlement.

CASE A-5138.—*Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees and Denver Union Terminal Railway Company*

A strike of 22 days duration occurred on this carrier following a breakdown of direct negotiations and mediation involving demands for the elimination of all split-trick assignments.

Except at the very beginning this carrier operated almost on a normal basis all through the strike.

On September 20, 1956, an agreement was reached through mediation and the striking employees returned to their jobs.

CASE A-5246.—*Brotherhood of Locomotive Engineers and Donora Southern Railroad Company*

Two strikes totaling 23 days occurred on this carrier, the first following an unsuccessful attempt of direct negotiations arising out of demands by the organization for a fireman on all engines, on which a fireman was not then employed, more specific wording of assignments and other rule changes. The employees first struck for 16 hours on September 20, 1956, but returned to service when this Board assumed jurisdiction.

Initial mediation was not successful; therefore, arbitration was proffered. The organization declined arbitration and on November 10, 1956, struck for the second time. The strike idled not only the other railroad employees of this carrier but also steel mill employees as well.

Mediation was reopened and on December 1, 1956, an agreement was reached which provided for wage increases, holiday pay, revision of insurance plan, compulsory retirement at age 70, and arbitration of the question of additional firemen. The results of the arbitration proceeding are summarized in chapter V of this report.

CASE A-5245.—*Brotherhood of Locomotive Engineers and Spokane, Portland & Seattle Railway Company*

A strike of 6 days, duration occurred on this 962-mile carrier following an unsuccessful attempt at direct negotiations, mediation, and a declination by the labor organization to arbitrate a demand for guarantee for engineers on the extra board, arbitraries for use of radio and exchanging, picking up or setting off diesel units.

The strike began on December 1, 1956. On December 5, 1956, the President of the United States issued an Executive order creating an Emergency Board, whereupon the employees returned to work. However, the Emergency Board did not convene as the parties reached a settlement in direct negotiations on January 10, 1957, which disposed of all issues in dispute.

CASE A-5329 and A-5359.—*Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen and Enginemen and Duluth, Winnipeg & Pacific Railway Company*

A strike of 35 days' duration occurred on this 173-mile subsidiary railroad of the Canadian National Railways, following failure of direct negotiations, mediation, and a declination by both parties to arbitrate demands of the labor organizations involving both wages and rule changes.

Subsequent to the strike, mediation was again resumed and on May 20, 1957, a settlement was obtained.

CASE A-5456.—*Brotherhood of Railroad Signalmen of America, Brotherhood of Railroad Carmen of America, International Brotherhood of Electrical Workers, The Order of Railroad Telegraphers and Hudson & Manhattan Railroad Company*

CASE A-5327.—*Transport Workers Union of America and Hudson & Manhattan Railroad Company*

A strike of 30 days' duration occurred on this railroad following failure of direct negotiations, mediation, and a declination by the labor organizations to arbitrate a demand made by the unions concerning wages and health and welfare provisions.

This carrier operates between New York City and nearby communities in New Jersey. The strike affected a large number of commuters who traveled in this metropolitan area.

Mediation was resumed and continued throughout the strike. On April 23, 1957, a settlement was reached and immediately thereafter service was restored.

CASE A-5156.—*International Brotherhood of Electrical Workers and Toledo Lake-front Dock Company*

A strike of 5 days' duration occurred on this ore and coal transfer facility following unsuccessful attempts of direct negotiations and mediation and a declination by the organization to arbitrate a demand for wage increase totaling 25½ cents per hour.

This dock facility unloads great lakes ore boats and reloads them with coal. Transportation of the coal to, and the ore from, the dock is accomplished by rail. The strike beginning on July 30, 1956, restricted the operation of this facility and caused some boats to be detoured to other lake ports.

Mediation was resumed and an agreement was reached terminating the strike on August 3, 1956.

Strikes on Air Carriers

Of the three strikes which occurred in the airline industry, all were local in nature and did not affect the carriage of passengers or freight.

One involved grievances and working conditions of employees on Wake Island. The Board upon being notified of the strike proffered its services whereupon the employees returned to work. A mediator was assigned and an agreement was reached disposing of all issues.

The two other cases involved the question of representation. In one case a consent election was conducted among 33 employees which disposed of the controversy. In the remaining case an unauthorized walkout among a group of employees took place but within 3 days they returned to their jobs.

During the fiscal year reports were made by three emergency boards created by Executive order of the President. These boards were set up after strike threats were made following failure of direct negotiations, mediation, and refusal to arbitrate by one or both parties involved. Two of the three cases were settled without strike action. A review of these emergency boards proceedings will be found in chapter V of this report.

The incidence of emergency situations created by threats of strikes were slightly less than in previous fiscal years. In these instances the organizations will take a strike ballot following breakdown of direct negotiations and before invoking the services of the Board.

In such situations the Board proffers its services under section 5, first (b) of the act and the organization defers strike action pending of mediation service.

In practically all instances this year settlements in these emergency situations have been effected by mediation agreements.

ITEMS OF SPECIAL INTEREST

National Wage and Rule Cases

At the beginning of fiscal year 1957 there were pending several demands on the principal railroad carriers of the country by certain organizations representing employees of such carriers. During the fiscal year negotiations and mediation culminated in settlement of these demands. The pattern of settlement in those cases generally provided a wage increase equivalent to 26½ cents an hour and a 3-year contract.

Eleven cooperating railway labor organizations represented by an Employees' National Conference Committee reached an agreement with carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees, November 1, 1956, which provided for wage increases of 10 cents per hour effective November 1, 1956; 7 cents per hour effective November 1, 1957, and 7 cents per hour effective a year later; a cost of living adjustment to be made as of May 1, 1957, and at 6-month intervals thereafter providing for 1-cent adjustment for every one-half point change in the Consumer Price Index above 117.1. In addition, in order to extend benefits to dependents of covered employees an increase from \$6.80 to \$11.05 per employee per month in the carrier paid health and welfare plan was provided. A 3-year moratorium from November 1, 1956, on wage increases and compensatory rules was part of the agreement.

November 20, 1956, agreement was reached between the railroads represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and employees of such railroads represented by the Brotherhood of Locomotive Firemen and Enginemen. Effective November 1, 1956, all employees in road service and those in yard service not then on a 5-day workweek received an increase of 10 cents per hour. Employees in yard service on a 5-day workweek basis received 16 cents per hour increase. Yard service employees on other than a 5-day workweek basis would be paid an additional 6 cents per hour upon converting to a 5-day workweek. Additional increases of 7 cents per hour would be paid all employees November 1, 1957, and November 1, 1958. The second-year increase, at the option of the employees, could be used to provide for a health and welfare plan. The agreement also provided for the pattern moratorium and cost-of-living adjustments.

March 8, 1957, the Switchmen's Union of North America, AFL-CIO reached agreement with certain carriers represented by the Western Carriers' Conference Committee, providing for increases in rates of pay of 12½ cents per hour, effective November 1, 1956; 5 cents per hour effective November 1, 1957, and also November 1, 1958, including a provision for seven paid holidays effective January 1, 1958, to regularly assigned yard service employees qualifying under the rule adopted. The settlement also included provision for cost-of-living adjustments and a moratorium for the duration of the agreement, or until October 31, 1959.

The Brotherhood of Railroad Trainmen had served notices under date of February 15, 1956, on various carriers for an increase of \$3 per basic day for road and yard service employees and in addition \$2.50 per day for employees in short turnaround service. Holiday pay was requested for seven specified holidays. Mediation of this dispute was not successful and arbitration was proffered. An Emergency Board was established to investigate and report its findings to the President. The report of the Board is summarized in chapter V. Final settlement of this dispute was reached April 5, 1957, and provided for an increase of 12½ cents per hour effective November 1, 1956, additional increases of 7 cents per hour on November 1, 1957, and November 1, 1958. Option was provided for yard employees to receive holiday pay which if taken would reduce the increases in 1957 and 1958. Provision was also made for cost-of-living adjustments and a moratorium.

May 3, 1957, the Eastern and Western Carriers' Conference Committees reached agreement with the Railroad Yardmasters of America which in general followed the pattern settlements providing for wage increases spread over a 3-year period, a cost-of-living adjustment and moratorium for 3 years.

Provision was also made for an increase in pay of \$14 per month to yardmasters on other than a 5-day workweek, subject to provisions to govern should these employees desire to adopt the 5-day workweek in the future.

The Order of Railway Conductors and Brakemen and the Eastern, Western, and Southeastern Carriers' Conference Committees reached agreement June 12, 1957, which provided for 12½ cents per hour effective November 1, 1956, 7 cents per hour effective November 1, 1957, and 1958, the cost-of-living adjustment and moratorium.

July 18, 1957, the Brotherhood of Locomotive Engineers completed an agreement with the Eastern, Western, and Southeastern Carriers' Conference Committees which provided for a 6-percent increase effective November 1, 1956; 3.5-percent increases effective November 1, 1957, and 1958, an option was provided whereby yard engineers would receive paid holidays in lieu of a portion of the second-year increase. Other pattern provisions relating to cost-of-living adjustments and moratorium were included in the agreement.

The American Train Dispatchers Association concluded negotiations with carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees on August 8, 1957, by an agreement which generally followed the patterns of settlement among other employees.

Special mention should be made that all of the above described National Agreements, except one, were made in regularly docketed Mediation Board cases. This is the first time in the past 20 years that all National settlements were made in mediation without resort to further procedures provided under the Railway Labor Act. The Board commends the carriers and the labor organizations representing these employees for this major accomplishment. It represents the acceptance of a full measure of responsibility on the part of all of them in the difficult task of resolving the economic issues between them.

SUPPLEMENTAL UNEMPLOYMENT BENEFITS

During the fiscal year there occurred the first settlement in the railroad industry adopting the principle of supplemental unemploy-

ment benefits. An agreement was reached in mediation proceedings on December 27, 1956, between 12 nonoperating labor organizations and the Chicago and Northwestern Railway Co. and the Chicago, St. Paul, Minneapolis and Omaha Railway Co. (Case A-5329) which allowed benefits supplementary to those provided under the Railroad Unemployment Insurance Act to employees furloughed in force reduction.

By the agreement, workers separated from their employment under certain conditions would receive payment from the railroad. The payments from the railroad supplementing the amounts received under the Railroad Unemployment Insurance Act are to be based on the individual's length of service and earnings. The agreement was retroactive to May 8, 1956, and provides a benefit level equal to 60 percent of the daily rate of compensation for the employee's last employment, with a maximum payment of \$10.20 a day to an individual, being the combined benefits provided by the Railroad Unemployment Insurance Act and those allowed by the railroad.

The purpose of the agreement is to provide protection for employees of the Chicago and Northwestern Railway System, which includes the Chicago, St. Paul, Minneapolis & Omaha Railway Co., who were or will become jobless as a result of reorganizations by carrier management.

In the 22d annual report of the Board reference was made to two cases of interest awaiting action of the Supreme Court of the United States. The cases involved the question as to whether under certain circumstances the administrative processes provided in the Railway Labor Act must be exhausted before resorting to the use of economic strength, and also the question of conflict, if any, between the provisions of the Railway Labor Act and the anti-injunction provisions of the Norris-LaGuardia Act.

In the *Central of Georgia Railway Co. v. Brotherhood of Railroad Trainmen, et al.* (229 F. 2d 901), the Supreme Court of the United States on Feb. 25, 1957, dismissed the petition for writ of certiorari on the ground that the controversy had become moot.¹ In the companion case, *Brotherhood of Railroad Trainmen, et al. v. Chicago River and Indiana Railroad Co., et al.*, the Supreme Court, in an opinion delivered by Mr. Chief Justice Warren, affirmed the judgment of the Court of Appeals.² This latter decision of the Supreme Court of the United States answers the questions referred to in the preceding paragraph.

File No. C-2202 Pan American World Airways, Inc.; Employees at Guided Missiles Range Base, Cocoa, Fla.

This case was initiated by a request from the International Association of Machinists for an opportunity to present oral argument to the Board on the question of whether or not the National Mediation Board has jurisdiction over employees at the Guided Missiles Range Division of Pan American World Airways, Inc., at Cocoa, Fla.

Previously, the International Association of Machinists requested certification from the National Labor Relations Board in accordance with the provisions of the Labor Management Relations Act for employees of Pan American World Airways, Inc., who worked at the Guided Missiles Range Division, Cocoa, Fla. The National Labor Relations Board conducted a full hearing in regard to this request

¹ — U. S. —.

² 353 U. S. 30.

(NLRB cases Nos. 10-RC-3208 and 10-RC-3275). The NLRB then submitted the transcript of that hearing to the National Mediation Board for review. The National Labor Relations Board was advised that it was the opinion of the National Mediation Board that the employees of Pan American World Airways at its Guided Missiles Range Division were subject to the provisions of the Railway Labor Act.

Subsequently, the International Association of Machinists requested an opportunity to present oral argument to the National Mediation Board on the question of whether or not this Board has jurisdiction over the employees at the Guided Missiles Range Division of Pan American World Airways, Inc.

The Board in its decision issued July 10, 1956, after hearing on this question stated: "Title II of the Railway Labor Act, which related to airlines is written in simple unambiguous language: 'All of the provisions of title I of this act * * * are extended to and shall cover every common carrier by air engaged in interstate or foreign commerce * * * and every air pilot or other person who performs any work as an employee * * *.' The test is simple: Is the employer a common carrier by air engaged in interstate commerce? Does the individual perform any work as an employee? If both answers are in the affirmative, the Board's jurisdiction is clear. * * * It is admitted, by the parties, that Pan American World Airways is a carrier within the definition of title II of the Railway Labor Act, as amended. It is further undisputed that the employees involved herein are performing, in general, plant maintenance work of the kind and character that is performed by similar employees for the same company at its base where its planes are maintained."

The Board concluded by reaffirming its position that the employees of Pan American World Airways, Inc., at Cocoa, Fla., were subject to the provisions of the Railway Labor Act.

Subsequently, in the case of *Biswanger, et al., v. Boyd, et al.*, United States District Court for the District of Columbia, Civil No. 4496-56, the jurisdiction of the National Mediation Board over employees of Pan American World Airways, Inc., Guided Missiles Range Division at Cocoa, Fla., was reviewed by the court. In the court's decision dated June 17, 1957, it was stated, "The court therefore concludes that the act is applicable and the asserted jurisdiction of the National Mediation Board is not only lawful but compulsive."

UNION SHOP AMENDMENT

On February 25, 1957, the Supreme Court of the United States rendered a decision involving the interpretation of the union-shop amendment to the Act (sec. 2, 11th (c) in the case of *Pennsylvania Railroad Co. and Brotherhood of Railroad Trainmen against Rychlik, etc.*¹).

The Court held that the discharge from employment of the employees involved for noncompliance with the provisions of a union-shop agreement did not give rise to a Federal cause of action. These employees had resigned from the Brotherhood of Railroad Trainmen and joined an organization other than those comprehended by section 2, 11th (c).

In summary the Court pointed out that the purpose of section 2, 11th (c) was a very narrow one, namely to solve the problem, peculiar

¹ 352 U. S. 480.

to operating employees, of intercraft mobility under union-shop contracts and prevent compulsory dual unionism or the necessity of changing from one union to another when an employee temporarily changes or is shuttled back and forth from one craft to another because of the rise and fall of employment produced by seasonal changes in traffic or other factors.

The purpose of this section of the act was achieved by providing that for operating employees, a union-shop contract shall be satisfied by membership in "any one of the labor organizations, national in scope, organized in accordance with this act." The phrase "any one of the labor organizations" refers to a certain group of unions covered by section 3 of the act which section established the National Railroad Adjustment Board. Application of section 2, 11th (c) of the act is limited, as it does not apply to nonoperating employees in crafts or classes where the problem of seasonal interchange of employees between crafts or classes does not exist.

In this case the Court held "that section 2, 11th (c) of the act makes only such unions available for alternative membership under a union-shop contract, as have already qualified as electors for the labor members of the National Railroad Adjustment Board under section 3, first."

II. RECORD OF CASES

1. CASES HANDLED BY THE BOARD

Labor disputes subject to the jurisdiction of the National Mediation Board are generally divided into three groups:

(1) Disputes involving representation of employees by various labor organizations, or individuals, for the purpose of collective bargaining.

(2) Disputes between carriers and their employees concerning changes in rates of pay, rules, or working conditions not adjusted by the parties in conference.

(3) The interpretation of agreements reached through mediation, where disputes arise between the parties as to the meaning or application of such agreements.

Disputes in the above three categories are designated for purposes of the Board's records as representation, mediation, and interpretation cases, respectively.

Before applications are formally docketed they are subject to preliminary investigation to develop certain required information. This procedure serves a dual purpose. First, in a considerable number of instances, preliminary investigation develops facts which show the application not in proper form for docketing. Thus, the matter can sometimes be disposed of through correspondence without the need of on-the-ground investigation by a mediator. Second, this procedure serves to clarify obscure points and facilitates the work of the mediator in his handling of the case. In certain instances facts developed by correspondence or on the ground investigation disclose that the dispute is properly referable to the National Railroad Adjustment Board.

The total number of all cases docketed during the fiscal year 1957 was 479. This represents an increase of 70 cases over the previous year. The increase occurred mainly in the number of mediation cases docketed—343 cases of this type docketed in 1957 contrasted with 288 in fiscal year 1956. Representation cases docketed also increased, 14 over the previous year, to a total of 122. Fourteen interpretation cases were docketed during the past fiscal year, an increase of one over fiscal year 1956.

In November 1955, the Board began assigning an "E" number designation to certain type cases initiated when strike dates are set by labor organizations rather than assign them the usual "A" number designation assigned mediation cases. During the fiscal year of 1957, 73 "E" cases were docketed.

It is apparent from the above that docketing of cases in all categories increased during the fiscal year of 1957.

2. DISPOSITION OF CASES

Table 1 shows that 263 mediation cases were disposed of during the fiscal year 1957, as contrasted with 324 during the previous year and making a total of 5,356 mediation cases disposed of during the 23-year

period of the Board's operation. Railroads were involved in 205 of the cases disposed of, while the 58 remaining cases pertained to airlines.

As shown by table 3, 76 of the 111 representation cases disposed of involved railroads, and 35 involved airlines. The Board has disposed of 3,164 representation cases since it began operation in 1934.

There were 9 interpretation cases disposed of in the past year, 7 pertained to railroads, and 2 pertained to airlines. This makes a total of 52 interpretation cases disposed of during the existence of the Board.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

A total of 10,517 employees were involved in the 111 representation cases disposed of by the Board. Train, engine, and yard service employees accounted for 29 cases involving 2,758 employees; and maintenance of equipment employees accounted for 8 cases involving 1,794 employees. In the airline industry, clerical employees accounted for 4 cases involving 654 employees, and the mechanics accounted for 3 cases involving 1,124 employees.

Train, engine, and yard service employees accounted for 117 of the 205 mediation cases in the railroad industry; mechanics accounted for 18 mediation cases in the airline industry, and the pilots were involved in 9 of the total of 58 mediation cases in that industry.

4. RECORD OF MEDIATION CASES

During the fiscal year ending June 30, 1957, 343 mediation cases were docketed, an increase of 55 from the previous year. These added to the 134 on hand at the beginning of the fiscal year make a total of 477 cases considered during the period. A total of 263 cases were disposed of during the year, leaving 214 unresolved cases on hand at the end of the year.

Class I railroads were involved in 149 mediation cases while switching and terminal railroads accounted for 30 cases of the total of 205 cases on rail carriers. The airline carriers were involved in 58 mediation cases.

One hundred eighty-two cases were settled by mediation agreements—142 of these on railroads, 40 on airlines. Six arbitration agreements were completed, all in railroad cases. The parties withdrew their application for the services of the Board either before or during mediation in 39 cases. The Board dismissed 16 cases. In 20 cases either the carrier or employees, or both, refused to arbitrate the issue in controversy.

The two major issues, i. e., rates of pay and rules, as indicated in table 2, were practically equal in number. Rules cases numbered 119, while cases involving rates of pay numbered 115. A breakdown by industry, however, reveals that of the total of 119 rules cases, 109 were railroad cases as compared to 10 airline cases. Of the 115 cases dealing with rates of pay, 73 were railroad cases as compared to 42 cases on the airlines. Sixty-seven percent of rates cases were settled by mediation agreements, 47 on the railroads, and 31 on the airlines. In the rules cases 66 percent were settled by mediation agreements, 75 railroad cases and 4 airline cases.

Seven cases involving new agreements were handled, 2 on the railroads and 5 on the airlines. Six cases were disposed of by arbitration

agreements, all in the railroad industry. Twenty-two cases involving miscellaneous items were disposed of, only one of these being in the airline industry.

5. ELECTIONS AND CERTIFICATION OF REPRESENTATIVES

The National Mediation Board investigates representation disputes pursuant to the authority granted by section 2, ninth, of the Railway Labor Act. This section of the act requires the Board to certify to the carrier the designated representative of the employees. Congress recognized the desirability of prompt disposition of representation disputes when it included in this section of the act provisions requiring the Board to investigate such dispute and issue certifications within 30 days after the receipt of applications for its services. Although the courts have held this requirement to be directory rather than mandatory, the Board strives to investigate such disputes as promptly as practicable in the interest of promoting stable labor relations.

During the past fiscal year the Board docketed 122 new representation cases. These added to the 18 on hand at the close of the previous fiscal year made a total of 140 cases considered during the period covered by this report. At the end of the fiscal year 29 cases were pending. Eighty-six of the 111 cases handled were disposed of by certification of a representative of the employees to the carrier. Eighteen cases were withdrawn by the applicant organization and in seven cases the Board dismissed the organization's application. Dismissals are generally issued by the Board in those cases where the investigation on the property indicates that the applicant organization does not have sufficient authorizations to meet the requirements of the Board or where less than a majority of those eligible cast valid ballots in an election.

Railroads were involved in 76 of the cases disposed of by the Board. Certifications were issued in 61 cases involving 5,469 employees working in various crafts or classes.

In the airline industry 25 certifications were issued in 35 of the cases handled by the Board. These certifications covered 2,357 employees working in various crafts or classes.

Six hundred and fifty-four employees in the railroad industry acquired representation, while 4,815 employees in that industry were involved in representation disputes that challenged the existing representation. Representation was changed in various crafts or classes involving 1,845 employees. On the other hand, representation was not changed as a result of the Board's investigation in crafts or classes involving 2,970 employees.

In the airline industry 793 employees acquired representation rights. Representation was changed in crafts or classes involving 1,564 employees.

III. MEDIATION DISPUTES

Section 5, first, of the Railway Labor Act permits either party, carrier or labor organization, or both, to invoke the services of the National Mediation Board in disputes arising between carriers and their employees on questions involving changes in rates of pay, rules, and working conditions. This section of the act also permits the Board to proffer its services in case any labor emergency is found to exist at any time.

Experience has shown that agreements made between the carrier and labor organizations on a voluntary basis during the course of mediation creates an atmosphere of respect and understanding between the parties which is helpful in the day-to-day application of the agreement. Mediation agreements frequently are reached after suggestions have been advanced by the mediator which may preserve the basic position of the parties. A voluntary agreement reached in mediation implies that both sides have receded from their original position taken at the start of the controversy and, on the basis of a better understanding of the issues involved, a successful meeting of mind has been achieved.

Often, issues arise which neither party feels they are able to compromise. In such a situation, the Board is required under the law to urge and request the parties to submit the issue to arbitration. The alternative to arbitration is a test of economic strength between the parties. A considered appraisal of the immediate and long range effects of such a test, which eventually must be settled, indicates that arbitration is by far the preferable solution. There are few, if any, issues which cannot be arbitrated if that course becomes necessary. More use should be made of the voluntary arbitration procedure under the Railway Labor Act to settle disputes which cannot be composed in mediation.

1. PROBLEMS IN MEDIATION

The Railway Labor Act contemplates that representatives of carriers and employees will fulfill their obligation to exert every reasonable effort to make and maintain agreements. This obligation imposes the duty upon both parties to meet promptly in conference in an effort to dispose of disputes effecting rules, wages and working conditions.

In many instances prompt docketing of applications for the Board's services under section 5, first, of the act is delayed while the Board enters into correspondence with the parties to determine if the obligations required by the law have been fulfilled.

Applications for the mediation services of the Board may be made on printed forms NMB-2, copies of which may be obtained from the Executive Secretary of the Board. The application should show the exact nature of the dispute, number of employees involved, name of the carrier and name of the labor organization, date of agreement

between the parties, if any, date and copy of notice served by the invoking party to the other, and date of final conference between the parties.

Instructions for filing applications for mediation services of the Board call attention to the following provisions of the Railway Labor Act bearing directly on the procedure to be followed in handling disputes and invoking services of the Board.

Notice of Intended Change

"SEC. 6. Carriers and representatives of the employees shall give at least thirty days' written notice of an intended change in agreements affecting rates of pay, rules, or working conditions, and the time and place for the beginning of conference between the representatives of the parties interested in such intended changes shall be agreed upon within ten days after the receipt of said notice, and said time shall be within the thirty days provided in the notice. * * *"

Conference Between the Parties

"SEC. 2. Second. All disputes between a carrier or carriers and its or their employees shall be considered, and, if possible, decided, with all expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute."

Services of Mediation Board

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

"(a) A dispute concerning changes in rates of pay, rules, or working conditions not adjusted by the parties in conference. * * *"

Status Quo Provisions

"SEC. 6. * * * In every case where such notice of intended change has been given, or conferences are being held with reference thereto, or the services of the Mediation Board have been requested by either party, or said Board has proffered its services, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon as required by section 5 of this Act, by the Mediation Board, unless a period of ten days has elapsed after termination of conferences without request for or proffer of the services of the Mediation Board."

Instructions also state that the specific question in dispute should be clearly stated, and special care exercised to see that it is in accord with the notice or request of the party serving same, as well as in harmony with the basis upon which direct negotiations were conducted. If the question is stated in general terms, the details of the proposed rates or rules found to be in dispute after conclusion of direct negotiations should be attached in an appropriate exhibit referred to in the question. This will save the time of all concerned in developing the essential facts through correspondence by the office or preliminary investigation by a mediator, upon which the Board may determine its jurisdiction. The importance of having the specific question in dispute clearly stated is especially apparent when

mediation is unsuccessful and the parties agree to submit such question to arbitration.

Threatened labor emergencies brought about by threats to use economic strength to settle issues in dispute handicap the Board in assigning, in an orderly manner, mediators to handle docketed cases. During the past fiscal year 73 cases were assigned in the "E" number series. These are cases where the Board's mediation services are proffered under the emergency clause of section 5 of the Railway Labor Act. During the past year the Board disposed of 58 cases in this category.

IV. REPRESENTATION DISPUTES

The Railway Labor Act states that: "It shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements." In order to achieve the purpose of making and maintaining mutually satisfactory labor agreements, it is fundamental that representatives must be chosen freely by the employees. The act provides a procedure by which disputes, among employees as to who is their duly authorized representative for collective bargaining purposes, can be resolved by majority rule. The act requires the Board to investigate representation disputes in such a manner as shall insure the choice of representatives by the employees without interference, influence, or coercion exercised by the carrier.

1. RULES AND REGULATIONS GOVERNING THE HANDLING OF REPRESENTATION DISPUTES UNDER SECTION 2, NINTH, OF THE RAILWAY LABOR ACT

Runoff Elections

(a) If in an election among any craft or class no organization or individual receives a majority of the legal votes cast, or in the event of a tie vote, a second or runoff election shall be held forthwith, provided that a written request by an individual or organization entitled to appear on the runoff ballot is submitted to the Board within ten (10) days after the date of the report of results of the first election.

(b) In the event a runoff election is authorized by the Board, the names of the two individuals or organizations which received the highest number of votes cast in the first election shall be placed on the runoff ballot, and no blank line on which voters may write in the name of any organization or individual will be provided on the runoff ballot.

(c) Employees who are eligible to vote at the conclusion of the first election shall be eligible to vote in the runoff election except (1) those employees whose employment relationship has terminated, and (2) those employees who are no longer employed in the craft or class.

Percentage of Valid Authorizations Required To Determine Existence of a Representation Dispute

(a) Where the employees involved in a representation dispute are represented by an individual or labor organization, either local or national in scope, and are covered by a valid existing contract between such representative and the carrier, a showing of proved authorizations (checked and verified as to date, signature, and employment status) from at least a majority of the craft or class must be made before the National Mediation Board will authorize an election or otherwise determine the representation desires of the employees under the provisions of section 2, ninth, of the Railway Labor Act.

(b) Where the employees involved in a representation dispute are unrepresented, a showing of proved authorizations from at least thirty-five (35) percent of the employees in the craft or class must be made before the National Mediation Board will authorize an election or otherwise determine the representation desires of the employees under the provisions of section 2, ninth, of the Railway Labor Act.

Age of Authorization Cards

Authorizations must be signed and dated in the employee's own handwriting or witnessed mark. No authorizations will be accepted by the National Mediation Board in any employee representation dispute which bear a date prior to one year before the date of the application for the investigation of such dispute.

Time Limit on Applications (Rule revised April 13, 1954)

(a) The National Mediation Board will not accept an application for the investigation of a representation dispute for a period of two (2) years from the date of a certification covering the same craft or class of employees on the same carrier in which a representative was certified, except in unusual or extraordinary circumstances.

(b) Except in unusual or extraordinary circumstances, the National Mediation Board will not accept for investigation under section 2, ninth, of the Railway Labor Act an application for its services covering a craft or class of employees on a carrier for a period of one (1) year after the date on which—

(1) An election among the same craft or class on the same carrier has been conducted and no certification was issued account less than a majority of eligible voters participated in the election; or

(2) A docketed representation dispute among the same craft or class on the same carrier has been dismissed by the Board account no dispute existed as defined in rule 2 of these rules and regulations; or

(3) The applicant has withdrawn an application covering the same craft or class on the same carrier which has been formally docketed for investigation.

Rule 4 (b) will not apply to employees of a craft or class who are not represented for purposes of collective bargaining.

Necessary Evidence of Intervener's Interest in a Representation Dispute

In any representation dispute under the provisions of section 2, ninth, of the Railway Labor Act, an intervening individual or organization must produce proved authorizations from at least thirty-five (35) percent of the craft or class of employees involved to warrant placing the name of the intervenor on the ballot.

Eligibility of Dismissed Employees To Vote

Dismissed employees whose requests for reinstatement account of wrongful dismissal are pending before proper authorities, which includes the National Railroad Adjustment Board or other appropriate adjustment board, are eligible to participate in elections among the craft or class of employees in which they are employed at time of dismissal. This does not include dismissed employees whose guilt has

been determined, and who are seeking reinstatement on a leniency basis.

Construction of Rules

These rules and regulations shall be liberally construed to effectuate the purposes and provisions of the act.

Amendment or Rescission of Rules

(a) Any rule or regulation may be amended or rescinded by the Board at any time.

(b) Any interested person may petition the Board, in writing, for the issuance, amendment, or repeal of a rule or regulation. An original and three copies of such petition shall be filed with the Board in Washington, D. C., and shall state the rule or regulation proposed to be issued, amended, or repealed, together with a statement of grounds in support of such petition.

(c) Upon the filing of such petition, the Board shall consider the same, and may thereupon either grant or deny the petition in whole or in part, conduct an appropriate hearing thereon or make other disposition of the petition. Should the petition be denied in whole or in part, prompt notice shall be given of the denial, accompanied by a simple statement of the grounds unless the denial is self-explanatory.

2. PROBLEMS INVOLVED IN REPRESENTATION DISPUTES

The Board when investigating representation disputes endeavors to have the contesting parties or organizations agree on the employees eligible to participate in the selection of representatives. When the parties are unable to agree, the Board will, upon written application of either party if the subject warrants, hold a public hearing, at which all parties interested may present their contentions and arguments, and to which the carrier concerned is usually invited to present factual information.

Following is a brief summary of the decisions rendered by the Board during the past fiscal year in cases involving unusual problems:

File No. C-2505, In the matter of representation of employees of the Pan American World Airways, Inc., (1) Mechanical and Ground Service Employees, and (2) Stock and Stores Employees, Dismissal issued November 9, 1956.

The International Association of Machinists filed an application to investigate a representation dispute among (1) Mechanical and ground service employees, and (2) Stock and Stores Employees employed by Pan American World Airways, Inc., at its Guided Missiles Range Division, Cocoa, Fla., as separate crafts or classes within the meaning of section 2, ninth, of the act.

March 1, 1950, Case No. R-2225, the Board had certified the Transport Workers Union of America as the representative of the craft or class of Airline Mechanics on this carrier. Also, on December 7, 1953, the Board had certified in Case No. R-2777, the International Association of Machinists as the representative of the craft or class of Stock Clerks on this carrier.

The application of the IAM raised the question as to whether mechanical and stock and stores employees at the Guided Missiles Range Division, Cocoa, Fla., were separate crafts or classes, as distinguished from those certified by the Board in the cases noted above. The IAM contended employees at the Guided Missiles Range Division should be

classified in separate crafts or classes on the basis that they were employed in a separate and functionally distinct operation of the employer and have special and distinct interests apart from other employees of the company.

Public hearing was held by the Board on this issue after which a dismissal notice was issued. In this notice, it was stated:

Under this Board's policy which has been in existence for many years and is well known, *all* employees of a common carrier, either rail or air, who perform similar work on that carrier constitute a single craft or class for representation purposes under the Act. It is not disputed that the employees in question are employees of Pan American World Airways, Inc. The Guided Missiles Range Division is not a separate corporation; it is only one of several divisions of Pan American. It has generally the same organizational setup and is under the general direction of the same executive officers of Pan American as the other divisions. It is part and parcel of Pan American, performing the same plant maintenance and ground service work at Cocoa, with a few exceptions, as is done at the operations bases. The controlling factor is the nature of the work performed by these employees, not the "functional" reasons for which the base at Cocoa was established.

The Board concluded that plant maintenance mechanics and ground service personnel of Pan American, also the stock clerks, employed at the Guided Missiles Range Division at Cocoa, Fla., are not separate crafts or classes for representation purposes under section 2, ninth, of the Railway Labor Act.

File No. C-2493, In the matter of representation of employees of the Sabena Belgian World Airlines, Kitchen and Commissary Employees. Dismissal issued November 9, 1956.

The International Association of Machinists filed an application to investigate a representation dispute among kitchen and commissary employees of Sabena Belgian World Airlines.

Preliminary investigation in this case indicated that Mr. Roger Parmentier, an individual residing and doing business in the State of New York, provided commissary service for the carrier; the carrier took the position that Mr. Parmentier operated as an independent contractor.

A hearing conducted in regard to this matter did not disclose any basis for the IAM contention that Mr. Parmentier was not an independent contractor providing catering services for Sabena Belgian World Airlines.

The IAM application was dismissed on the basis that evidence of a dispute among kitchen and commissary employees of Sabena Belgian World Airlines had not been presented as required by the Board's rules and regulations.

Files C-2252 and C-2389, In the matter of representation of Stock and Stores employees, Trans-Texas Airways, Inc. (C-2252) and North Central Airlines, Inc. (C-2389). Findings Upon Investigation issued November 9, 1956.

Applications in these two cases were filed by the International Association of Machinists to investigate representation disputes among stock and stores employees on these two carriers. The Air Line Agents Association, International, represented clerical, office, stores, fleet and passenger service employees on both carriers. Trans-Texas Airways, Inc., having recognized that organization as the representative of these employees; while the Board had certified the ALAA in Case R-2458 as the representative of clerical, office, stores, fleet and passenger service employees on North Central Airlines, Inc.

The preliminary investigation of these applications indicated that

the IAM intended the applications to cover stock and stores employees as a separate craft or class and not as a part of the craft or class of clerical, office, stores, fleet and passenger service employees. The findings issued by the Board as a result of the hearing held in regard to this matter reviewed the clerical, office, stores, fleet and passenger service craft or class determination issued January 31, 1947, by the Board in Case R-1706, et al., the development of representation in that craft or class since that date and concluded that the general purpose of the Railway Labor Act would be more readily achieved and the general duties as specified in section 2 of the act would be more readily accomplished by a determination that stock and stores employees employed by Trans-Texas Airways, Inc., and North Central Airlines, Inc., are for the purposes of section 2, ninth, of the act considered separate crafts or classes of employees.

File No. C-2506, In the matter of representation of Licensed Stationary Engineers, employees of Trans World Airlines, Inc., Dismissal issued December 19, 1956.

The International Union of Operating Engineers filed an application to investigate a representation dispute among licensed stationary engineers employed by Trans World Airlines, Inc., at its so-called modification center Mid-Continent International Airport, Platte County, Mo. At this location the carrier employed 7 or 8 individuals in its powerhouse and recognized the International Association of Machinists as the representative of these employees on the basis of the certification issued in Case R-1471, airline mechanics, employed by TWA.

The IUOE contended that they have traditionally represented the skilled craft of operating stationary engineers in the United States and that these engineers are required to possess special knowledge and qualifications as well as being required by licensing authorities to submit to special tests and to hold special licenses. Therefore, the employees covered by their application should be recognized as a separate craft or class for representation purposes under the act.

The IAM took the position that it has been a long standing practice in the airline industry to treat employees in the classification involved as part of the craft or class of airline mechanics and pointed out that in Case R-1707, certification issued October 15, 1946, Willow Run Air Terminal, Inc., the craft or class of airline mechanics included the classifications, operating engineers and stoker operators.

The Board in its dismissal issued after hearing in this matter reviewed its policy relating to the degree of skill and responsibility required of an occupation in determining the scope of a craft or class as stated in Case No. R-570, Boston & Albany Railroad Co. The Board pointed out that some mechanics in the airline industry are required to have certain licenses by the Civil Aeronautics Board but possession of such licenses do not in themselves create separate crafts or classes.

The application of the International Union of Operating Engineers was dismissed as no evidence was presented to indicate that the craft or class of airline mechanics, including licensed stationary engineer as an occupation within the plant maintenance segment of the craft or class, is not generally recognized and accepted in the airline industry; nor was evidence presented to justify a conclusion that licensed stationary engineers constitute a separate craft or class of employees.

V. ARBITRATION AND EMERGENCY BOARDS

1. ARBITRATION BOARDS

In disputes where the National Mediation Board or its representatives are unable to effect a settlement through mediation, the Board's next duty under the Railway Labor Act is to use its best efforts to induce the parties to submit their controversy to arbitration under the provisions of section 7 of the act.

Arbitration is one of the important procedures made available to the parties for peacefully disposing of disputes. Generally this provision of the act is used for disposing of so-called major disputes, i. e., those growing out of making or changing of contracts covering rates of pay, rules or working conditions, but it is not unusual for the parties to agree on the arbitration procedure in certain instances to dispose of other types of disputes, for example, the so-called minor disputes, i. e., those arising out of grievances or interpretation or application of existing working agreements.

Both sides must agree to arbitrate if the dispute is to be settled in this manner, as the parties are not compelled by any requirement of the act to arbitrate. The agreement to arbitrate contains provisions as required by the act to the effect that the signatures of a majority of the board of arbitration affixed to their award shall be competent to constitute a valid and binding award; that the award and the evidence of the proceedings relating thereto when certified and filed in the clerk's office of the district court of the United States for the district wherein the controversy arose or the arbitration was entered into, shall be final and conclusive upon the parties as to the facts determined by the award and as to the merits of the controversy decided; and that the respective parties to the award will each faithfully execute the same.

An arbitration board is set up for each dispute. In other words the arbitration boards under this provision of the act are not permanently established but are convened for the purpose of disposing of the specific issues in the particular dispute submitted to them by the parties.

While the act provides for arbitration boards of either 3 or 6 members, 6-member boards are seldom used and generally these boards are composed of 3 members. Each party to the dispute appoints one member and these two members are required by the act to endeavor to agree upon the third or neutral member. Should they fail to agree in this respect, the act provides that the neutral member shall be selected by the National Mediation Board.

During the fiscal year 1957, eight awards were rendered on disputes submitted to arbitration. These awards are summarized below. There is also included in the following listing two cases which were withdrawn by the parties after hearings were held but before the boards had rendered awards because the parties had reached agreement disposing of the controversies, two cases in which hearings had

been conducted by the arbitration boards but awards had not been rendered at the close of the fiscal year, and one case where hearings were deferred by agreement of the parties.

ARB. 214 (Case A-4557).—*The Chicago Great Western Railway Company and International Brotherhood of Electrical Workers, Railway Employees' Department, System Federation No. 73, AFL-CIO.*

Members of the Arbitration Board were D. K. Lawson, representing the carrier; Thomas Ramsey, representing the Brotherhood and Carroll R. Daugherty, neutral member, named by the parties. Mr. Daugherty was selected chairman of the Board.

Hearings commenced August 2, 1956, and the award was rendered August 4, 1956.

The questions submitted to the Board for decision were:

1. What coverage shall the scope rule provide for employees of the Chicago Great Western Railway Co., represented by the International Brotherhood of Electrical Workers pursuant to National Mediation Board Certification Case No. R-2634 dated October 15, 1953?

2. Shall the employees represented by the International Brotherhood of Electrical Workers pursuant to National Mediation Board of Certification Case No. R-2634 dated October 15, 1953, have exclusive right to the performance of work determined in item 1 above?

Award: In answer to the first question as above submitted the Board directed the parties to include in their agreement the following scope rule:

Classification of Work Subject to This Agreement

This agreement governs the rates of pay, hours of service, rules, and working conditions of the foremen and/or lead linemen, linemen, and helpers who are employees of the Chicago Great Western Railway Co. and who are engaged in the construction, installation, maintenance, repair, dismantling, or removal of all outside facilities (including pole lines and supports, wires, cables, conduits, and their appurtenances) used for telegraphic and telephonic communication by the company. No company employees covered by this agreement shall have the right to perform (1) work on signal equipment; (2) work now done by the company's communications technicians and the telegraph and telephone inspectors; or (3) work done under contractual arrangements between the company and the Western Union Telegraph and Bell Telephone Companies by employees of these latter two companies on lines now owned by said companies.

Award: In answer to the second question as above submitted, the Board directed the parties to include the following Assignment of Work Rule in their agreement:

Assignment of Work

Among the Company's employees, except as provided in section 2 of rule 2 of the parties' agreement, only foremen and/or lead linemen and linemen regularly employed as such and receiving the wage rates specified in rule 27 for these classes of employees shall be allowed to perform the work set forth as permissible for them in the scope rule of this agreement.

ARB. 215 (Case A-5101).—*Chicago Union Station Company and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.*

Members of the Arbitration Board were J. E. Wolfe, representing the carrier; G. B. Goble, representing the Brotherhood, and Mortimer Stone, named by the parties. Mr. Stone was selected chairman of the Board.

Hearings commenced July 23, 1956, and the award was rendered July 27, 1956.

The question submitted to the Board for decision was the request

of the Brotherhood for the establishment of monthly rates of pay for all employees performing duties of ticket clerks (ticket sellers) as follows:

\$420.77 for those selling railroad and/or pullman tickets.
\$379.87 for those selling coach and/or suburban tickets.

The agreement to arbitrate contained a provision that if the Board found that the request of the employees should neither be granted nor denied in its entirety, the Board could award such amount within the limits of the request, as it found justified.

The award adopted by a majority of the members of the Board specified the monthly rates of pay of all employees performing duties of ticket clerks (ticket sellers), at the Chicago Union Station, as follows:

<i>Number of positions</i>	<i>Rates of pay</i>
1-----	\$420. 77
2-----	410. 70
6-----	400. 42
6-----	390. 14
8-----	379. 87
13-----	369. 46

The award provided that it would become effective on the fifteenth (15th) day after the date on which the award was filed in the clerk's office of the District Court of the United States for the Northern District of Illinois, Eastern Division.

ARB. 216 (Case A-5126).—*Duluth, Winnipeg and Pacific Railway Company and Brotherhood of Locomotive Firemen and Enginemen.*

Members of the Arbitration Board were H. A. Sanders, representing the carrier; H. A. Porch, representing the Brotherhood and John A. Weeks, neutral member named by the parties. Mr. Weeks was selected chairman of the Board.

Hearings commenced October 2, 1956, and the award was rendered October 19, 1956.

The question submitted to the Board for decision was:

Shall the proposal of the Brotherhood of Locomotive Firemen and Enginemen be adopted that a new schedule be put in effect to provide for rates of pay in accordance with rates of pay now in effect on certain railroads in the United States, based on the so-called National Agreement dated October 14, 1955, between the Brotherhood of Locomotive Firemen and Enginemen and the Eastern Carriers' Conference Committee, Western Carriers' Conference Committee and Southeastern Carriers' Conference Committee, in whole or in part.

The award adopted by a majority of the Board members, provided that the standard rates of pay now in effect on railroads in the United States should be applied, effective December 1, 1956, in lieu of the current rates of pay for engineers and firemen employed by this carrier.

The member of the Board representing the carrier filed a dissenting opinion.

Chairman Weeks filed a separate memorandum, recommending that when the award went into effect, the parties should enter into negotiations to modernize and adjust their arbitrary allowances to bring them in line with agreements on other railroads in the same territory covering the same crafts, pointing out that some of these arbitraries were made prior to the establishment of diesel operations and that others were of long-standing and not in harmony with modern conditions; that the Board could not pass on the question of the arbi-

trary allowances, in view of the fact that the only issue certified to the Board for award was the question of allowance of United States standard rates, which the carrier opposed, contending that on a trip basis the employees involved earned more money under their present rates of pay, plus the arbitrary allowances in effect than they would obtain under the United States basic daily rates and the rules applicable to employes in the same category on other railroads in the same territory.

ARB. 217 (Cases A-5187 and A-5202).—*New York, Chicago & St. Louis Railroad Company and The American Railway Supervisors Association.*

Members of the Arbitration Board were Z. T. Komarek, representing the carrier; B. A. Andrews, representing the Association and Dudley E. Whiting, neutral member, named by the National Mediation Board. Mr. Whiting was selected chairman of the Board.

Hearings commenced November 8, 1956, and the award was rendered November 19, 1956.

In Case A-5187, involving employees known as Subordinate Officials in the Engineering Department, the following question was submitted to the Board for decision:

Shall an increase, effective December 1, 1955, be granted the employees of \$30 per month or \$40 per month or some specific amount to be set by the Board intermediate between those amounts?

The Board awarded these employees a wage increase of \$40 per month, effective December 1, 1955, based on its findings that it appeared that the parties had shown the intention to consider that the hours of service comprehended by the agreement were 243½ per month by reason of the fact that in four instances of wage changes, or agreements, the wage or salary increase had been computed on that basis; that it appeared from the evidence that some employees are required to perform service on all seven days in the week; hence the Board found that the salary increase should be computed on that basis and that these employees should be awarded an increase of \$40 per month.

In Case A-5202 involving employees known as Technical Engineers, Architects, Draftsmen and Allied Workers, the following questions were submitted to the Board for decision:

1. These employees are generally described as falling within two groups—the first group comprising employees assigned to office work such as draftsmen, etc. and who are not ordinarily required to travel or perform any field or overtime work; the second group comprising employees assigned to field work such as field engineers, instrument men, etc., who are required to work, wait, and travel as conditions demand. Shall the two groups above generally described be considered separately?

2. On the basis of the determination of item 1, shall an increase, effective December 1, 1955, be granted each group of employees of \$30 per month or \$40 per month or some specific amount to be set by the Board intermediate between those amounts?

The Board awarded the employees known as the office group a wage increase of \$30 per month and the employees known as the traveling group a wage increase of \$34.43 per month, effective December 1, 1955, based on its findings that there had been no similar practice under the agreement (as had been found in Case A-5187 Subordinate Officials in the Engineering Department) and the only previous salary increase was predicated upon the amount of the increase granted to noncontract employees; that the evidence indicated that the employees designated as the "office group" were not normally required

to work on Saturdays, Sundays or holidays, and the agreement provided that they would be relieved on those days if the requirements of the service permitted; that there was no evidence to show any intention that the parties by such agreement comprehended the hours of service at more than 174 per month; consequently the greatest wage increase, that is salary increase, appropriate was \$30 per month.

With respect to the group in this case who are required to travel or perform field work, the Board found that these employees frequently spend time on the sixth day of the week to consummate travel to their stations or to their homes; hence the Board felt there was some justification for computing the increase to those employees on the basis of hours comprehended by 6-day positions, i. e., 208% per month. Using that base the salary increase awarded was \$34.43 per month.

ARB. 218 (Case A-5215).—*Chicago and Illinois Midland Railway Company and American Train Dispatchers Association.*

Under date of October 24, 1956, the parties entered into an agreement to submit to arbitration a controversy involving request of the Association to revise certain contract rules in connection with assignments to certain assistant chief dispatcher's positions.

Members of the Arbitration Board were C. E. Frankenfeld, representing the carrier; A. Covington, representing the Association, and Dudley E. Whiting, neutral member, named by the National Mediation Board.

Hearings were held December 3, 1956. The time for making and filing of the award was extended by agreement between the parties and on January 10, 1957, the parties addressed a communication to the chairman of the Arbitration Board, advising that an agreement had been reached between the parties on January 8, 1957, disposing of the dispute and withdrawing the controversy from arbitration.

ARB. 219 (Case No. E-22).—*The Pennsylvania Railroad Company and United Railroad Workers Division, Transport Workers Union of America, AFL-CIO.*

Members of the Arbitration Board were J. W. Oram, representing the carrier; Roy Granata, representing the Union; and Lloyd H. Bailer, neutral member, named by the National Mediation Board. Mr. Bailer was selected as chairman of the Board.

Hearings began January 10, 1957, and the award was rendered March 1, 1957.

The question submitted to the Board was:

Is it a violation of the existing agreement between the parties dated July 1, 1949, as amended, for the company to abolish oiler positions and require car inspectors to oil and pack boxes, renew journal bearings, wedges and journal box lids previously performed by the abolished positions?

The award rendered March 1, 1957, signed by a majority of the Board answered the question in the negative. The Union representative filed a separate dissenting opinion.

ARB. 220 (Case A-5246).—*Donora Southern Railroad Company and Brotherhood of Locomotive Engineers.*

Members of the Arbitration Board were James R. Orr, representing the carrier; Harold N. McLaughlin, representing the Brotherhood and Paul N. Guthrie, neutral member, named by the parties. Mr. Guthrie was selected chairman of the Board.

Hearings commenced February 13, 1957 and the award was rendered April 12, 1957.

The dispute involved request of the Brotherhood that the carrier assign a fireman as part of the engine crew on certain of its locomotives (in this instance diesel electrics, weighing approximately 70,000 pounds, weight on drivers) which were being operated with only an engineer in the cab. Safety considerations were urged by the Brotherhood as the basis of the request, i. e., that the hazards are such in this operation that a fireman should be added to the respective crews to assure the safety of all concerned, mill employees as well as railroad employees. The principal operation of this carrier is in connection with switching service performed for a large steel mill.

The specific question submitted to the Board for decision was:

Does the safety factor involved in the operation of the locomotives covered by Section 6 Notice dated February 7, 1956, warrant a favorable decision in the sustaining of the Committee's request?

In its consideration of the issue, the Board stated that the determining factors in this case were not of a general sort associated with the peculiar features of a particular locomotive or with the general characteristics associated with the railroad industry. Rather, the determining factors were associated with the matter of safety in this particular operation in this particular plant in view of the physical plant layout; the railroad trackage and its characteristics; other traffic than railroad traffic intermixed with the overall floor operation; the operation of charging machines, cranes and other equipment near and in coordination with railroad equipment; the presence of foot traffic along and across the railroad trackage; and the obstructions to a full and clear view by the engineer as he performs his duties; that the combination of these factors make for a safety situation which is very different from a typical railroad operation. The Board concluded that, the hazards involved in this operation were substantial, and justified the granting of the Brotherhood's request in this proceeding.

Award: The award by a majority of the members of the Board was that a fireman shall be added to the respective crews.

The member representing the carrier dissented.

ARB. 221 (Case A-5382).—*Missouri Pacific Railroad Company (Gulf District) and Brotherhood of Railroad Trainmen.*

Under the date February 4, 1957, the parties entered into an agreement to submit to arbitration a controversy involving Award No. 8098 of the National Railroad Adjustment Board.

Due to illness of a representative of the Brotherhood of Railroad Trainmen convening of a Board was delayed and as of the close of the fiscal year June 30, 1957, the Arbitration Board had not convened for the purpose of conducting hearings in this case.

ARB. 222 (Case No. A4227).—*Southern Pacific Company and Brotherhood of Locomotive Firemen and Enginemen.*

Members of the Arbitration Board were K. K. Schomp, representing the carrier; G. A. Meade, representing the Brotherhood; and H. Raymond Cluster, neutral member selected by the parties. Mr. Cluster was selected as chairman of the Board.

The questions submitted to the Board for decision were:

BY THE CARRIER

Shall the carrier be permitted to extend the existing westerly switching limits at Roseburg, Oreg. (where yard service is maintained), a distance of 2,350 feet in order to permit a 3,500-foot extension to an existing yard track, and to provide

that in said extended limit there shall prevail the rates of pay currently effective for yard firemen exclusive of arbitraries or additional allowances for operating in the extended area whether or not such arbitraries or additional allowances are contained in section 14, article 28 of the current agreement between the parties.

BY THE BROTHERHOOD

The carrier shall not be permitted to extend the existing westerly switching limits at Roseburg (presently located at Milepost 571.48), a distance of 2,350 feet, unless:

(First) Yard firemen performing switching within the extended limits are compensated in accordance with yard service rules and rates of pay, including the allowances provided for in item (3), section 14, article 28 of the agreement covering firemen;

(Second) It is understood the present on-and-off duty point for yard firemen in the Roseburg Yard will not be changed except by mutual agreement.

Hearings commenced April 2, 1957. The award signed by a majority of the Board was rendered April 5, 1957. It provided that:

The carrier shall be permitted to extend the westerly switching limits at Roseburg, Oreg., a distance of 2,350 feet and to provide that in the extended area there shall prevail the currently effective rates of pay for yard firemen, not including the additional allowance provided for in article 28, section 14 (3), of the current agreement between the parties. The Brotherhood's request that the present on-and-off duty point for yard firemen at the Roseburg yard will not be changed except by mutual agreement is denied.

The member of the Arbitration Board representing the Brotherhood dissented.

ARB. 223 (Case A-4962).—*Northwest Airlines, Inc., and Air Line Stewards and Stewardesses Association, International.*

Under date of December 27, 1956, the parties entered into an agreement to submit to arbitration, a controversy involving proposal of carrier with respect to the employment of foreign nationals as flight service personnel on certain of its international flights. The proposal was made by the carrier during negotiations covering contract revision request of the Association.

Members of the Arbitration Board were Homer R. Kinney, representing the carrier; Lee Leibik, representing the Association, and Francis J. Robertson, neutral member, named by the National Mediation Board. Mr. Robertson was selected as chairman of the Board.

Hearings began June 18, 1957, but award had not been rendered as of the close of the fiscal year June 30, 1957.

ARB. 224 (Case A-5275).—*Central of Georgia Railway and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen.*

Members of the Arbitration Board were Thomas Parker, Jr., representing the carrier; B. F. Davisson, representing the organizations; and Paul N. Guthrie, neutral member, named by the parties. Mr. Guthrie was selected as chairman of the Board.

The question submitted to the Board for decision was:

Shall the switching limits at Macon, Ga., be located at Milepost 12.7, Athens District?

During the course of the hearing the parties agreed and stipulated that an additional question as follows would be submitted to the Board:

Are the existing switching limits those established by article 15 of the current schedules of wages, rules and regulations governing locomotive engineers, locomotive firemen and trainmen, and article 15, section A, subsection 5 of the current

schedule of wages, rules and regulations governing conductors; or are the existing switching limits established by article 41 (b) of the current schedule of wages rules and regulations governing locomotive engineers, locomotive firemen and trainmen, and article 15, section B, subsection 2 of the current schedule of wages, rules and regulations governing conductors?

Hearings commenced April 15, 1957, and the award was rendered May 23, 1957.

The award denied the request of the carrier to fix switching limits at Milepost 12.7, Athens District.

With respect to the additional question submitted during the hearing, the Board concluded in view of the record before it that it was unable to find that the provisions of agreements between the organizations and carrier cited in the question submitted to the Board were solely determinative of the existing switching limits.

The Board recommended and urged the parties to enter into negotiation and reach an agreement on definitely established and clearly understood switching limits.

ARB. 225. *Labor Committee of the General Managers' Association of New York, representing New York Harbor Railroads, i. e., Baltimore & Ohio Railroad Company, Central Railroad of New Jersey, Delaware, Lackawanna and Western Railroad Company, Erie Railroad Company, Lehigh Valley Railroad Company, New York, New Haven & Hartford Railroad Company, and the Pennsylvania Railroad Company, and Lighter Captains' Union, Local No. 996, International Longshoremen's Association, Independent.*

Under date of April 30, 1957, the parties entered into an agreement to submit to arbitration a controversy involving request of the Association for changes in rates of pay, rules, and working conditions.

Members of the Arbitration Board were W. S. Magill representing the carriers; Henry J. Kohn representing the Association, and Martin P. Catherwood named by the National Mediation Board. Mr. Catherwood was selected chairman of the Board.

Hearings were conducted June 24-28, 1957. At conclusion of the hearings, the parties agreed to an extension of time for the Board to make its award. On July 22, 1957, the parties signed an agreement settling the issues in dispute and withdrew all matters previously submitted to the Arbitration Board, thus disposing of the controversy without the necessity of the Board of Arbitration rendering an award.

2. EMERGENCY BOARDS—SECTION 10, RAILWAY LABOR ACT

If a labor dispute between a carrier and its employees is not adjusted and a situation arises which, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the Mediation Board is required, under section 10 of the act, to notify the President who may, in his discretion, create a board to investigate and report respecting such dispute within 30 days.

After the creation of such board, and for 30 days after its report to the President, no change, except by agreement, may be made by the parties to the controversy in the conditions out of which the dispute arose.

In some cases, the emergency board acts as a mediatory body and brings about a settlement by the parties without having to make formal recommendations. In the majority of instances, however, recommendations for settlement of the issues involved in the dispute are made in the report of the emergency board to the President. In

general the procedure followed by the emergency boards in making investigations is to conduct public hearings giving the parties involved the opportunity to present factual data and contentions in support of their respective positions. At the conclusion of these hearings the board prepares and transmits its report to the President.

The parties to the dispute are not compelled by any requirement of the act to adopt the recommendations of an emergency board. When the provision for emergency boards was included in the Railway Labor Act, it was felt that public opinion would supply the necessary influence on the parties to voluntarily accept the recommendations of such board or use them as a basis by which their differences could be resolved. While there have been instances where the parties have declined to adopt emergency board recommendations and strike action has followed, the experience over the years has generally been favorable and the recommendations of the Boards have been of great value in bringing about amicable settlements of disputes.

The President created three such emergency boards during the fiscal year ended June 30, 1957. Reports made by these Boards are summarized below. (One other dispute was settled by agreement between the parties after an Executive order had been issued for the creation of an emergency board, but before the appointment of its members.)

EMERGENCY BOARD NO. 115 (Case A-5245).—*Spokane, Portland & Seattle Railway Company and Brotherhood of Locomotive Engineers.*

Executive order for the creation of an Emergency Board was issued December 5, 1956, when a strike threat developed following failure of negotiations, mediation and declination to arbitrate the demands of the Brotherhood for revision of certain contract rules.

A settlement was reached between the parties by an agreement dated January 10, 1957, effective January 16, 1957, disposing of the controversy; hence it was unnecessary for the President to convene an Emergency Board.

EMERGENCY BOARD NO. 116 (Case A-5248).—*Carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees represented by the Brotherhood of Railroad Trainmen.*

The Emergency Board created under the President's Executive order, dated December 22, 1956, was composed of Nathan Cayton, Washington, D. C. (Chairman), Francis J. Robertson, Washington, D. C., and A. Langley Coffey, Tulsa, Okla.

Hearings were conducted in Chicago, Ill., commencing January 22, 1957, after the time limits required by section 10 of the act had been extended by agreement of the parties by and with the approval of the President to and including March 18, 1957.

Before the Board convened the National Mediation Board met again with the parties in further mediation proceedings during the week of January 14, 1957, and renewed its attempt to compose the differences between the parties, but was unsuccessful. The report of the Emergency Board to the President was issued March 15, 1957.

The dispute involved proposals by the Brotherhood for wage increases and improvement in other contract working rules of the employees represented by it, and also counterproposals of the carriers.

The following is a brief outline of the issues presented to the Board arising out of the proposals of both parties.

BROTHERHOOD'S PROPOSALS

1. Increase of \$3 per day in all basic daily wage rates of all the employees that it represents, with appropriate adjustments in differentials, special allowances, guarantees, etc.

2. A further increase of \$2.50 per day in all basic daily wage rates of the employees that it represents who are used in short turnaround passenger service, with existing differentials above standard rates to be maintained.

3. A reduction in the number of hours comprehended by the basic monthly wage rates of dining-car stewards from 205 hours to 175 hours, with all time worked in excess of 190 hours to be paid for at one and one-half times the applicable rate.

4. Recognition of seven specified paid holidays, with additional pay at the rate of time and one-half for work actually performed on those holidays.

CARRIERS' PROPOSALS

1. Revision of the overtime rule in short turnaround passenger service.

2. Revision of the dual basis of pay in passenger and through freight service.

3. Revision of crew consist rules in road and yard service.

During direct negotiations between the parties, the carriers had offered a "pattern" settlement based on settlements it had already concluded with 11 Organizations representing practically all of the nonoperating railroad employees and also with one organization representing the craft or class of locomotive firemen, hostlers and hostler helpers. The "pattern" settlement offer comprised the following essential terms:

1. An across-the-board increase or equivalent benefits of 12.5¢ per hour, effective November 1, 1956.

2. 7¢ per hour additional increase, effective November 1, 1957.

3. 7¢ per hour additional increase, effective November 1, 1958 (making a total package wage increase of 26.5¢ per hour over a 3-year period).

4. Cost of living wage adjustment commencing May 1, 1957, and each 6 months thereafter, based on changes in the Consumer Price Index of the Bureau of Labor Statistics—Department of Labor (adjustments to be 1¢ per hour for each change of one-half point in the index).

5. A moratorium barring further changes in all rules and schedules governing the rates of pay and compensation (including rules governing vacations and health and welfare benefits) until November 1, 1959.

In direct negotiations and subsequent mediation, the Brotherhood had rejected the carriers' "pattern" settlement offer, and continued its resistance to it in the hearings before the Emergency Board contending that due to the alleged accumulation of inequities in the terms and condition of employment of the employees represented by the Brotherhood, any settlement would be unacceptable to it on terms that did not extend to these employees more money than that offered; holiday benefits; the equivalent of the shortened workweek for dining-car stewards; and that did not give recognition to what is contended for as being long hours and increased burdens of employees in short turn-around passenger service.

The Brotherhood also contended that the proposal for a moratorium was not properly before the Board because it was not demanded by a section 6 notice from the carriers, but the Board pointed out that failure to give such notice does not legally preclude the Board from recommending the pattern settlement including a moratorium, if such is thought to be a proper solution of the dispute; that it was clear that in the proposal for a moratorium there had been no element of surprise and that even under a most technical approach there would be no reason for the Board to refuse consideration of the proposal.

In support of its pattern proposal the carriers contended in general that a contract embracing a similar pattern was already in effect for some 800,000 workers or 80 percent of the industry; that the effect of pattern settlements is to create a uniform and nondiscriminatory status for railroad workers generally; that it is the only means of correcting the present unsatisfactory labor situation; that piecemeal tinkering with wage demands or working conditions "usually does more harm than good"; that changes in one rate or payroll in the highly interdependent wage structure may generate more trouble and dissatisfaction than it cures.

The Board in considering the views of the parties on the question of "pattern" settlements commented on the experience of previous emergency boards on the subject, the difficulty of putting some of the proposals of the Brotherhood in this case into workable operation, failure of justification of others and the unharmonious results which might be expected to flow therefrom and detailed some of its reasons for approving and recommending the adoption of the "pattern" settlement plan as follows:

1. It is right and sound and fair that the remaining 20 percent of railroad employees be given the same package protection (and asked to forego similar demands) as their fellow workers in the 80 percent who have already agreed to a 3-year settlement.

2. The pattern plan offers the best hope of preventing discriminatory treatment among the various crafts.

3. No specific challenge of the propriety and fairness of the pattern settlement has come from any leader of the organization or from any of the highly knowledgeable and experienced witnesses who gave testimony before this Board.

4. Earlier pattern plans have proven their worth as stabilizing influences.

5. A moratorium when coupled with guaranteed cost-of-living increases is wholly sound and practical, and works no injustice on the employees. Indeed it further binds the carriers to abandon their demands for revision of the overtime rule in short turnaround passenger service, revision of dual basis of pay rule, and revision of the crew consist rule. These demands were supported by substantial evidence and could not have been summarily rejected.

6. This is an excellent opportunity to give heed to the recent appeal made by the President of the United States that labor and industry cooperate in putting a halt to the inflationary wage-price spiral. Moreover, such can be done rather painlessly in this situation, for here labor has an opportunity to make substantial gains—assured over a 3-year period—and still be contributing to economic stability. At the same time, management has the challenge of meeting the increased wage bill by vigilant and continuing operational efficiencies.

The Board feels that these are strong and compelling reasons for bringing this dispute to an early and friendly conclusion.

The reasons for settling on a pattern basis grow even more persuasive when the paid holiday feature is added to labor's gain. In the pattern as originally proposed paid holidays were not included. In the version described by a carrier witness, paid holidays were not to commence until January 1, 1958. In the version for which we recommend approval, there would be an earlier effective date, and we think this should make the pattern proposal still more attractive and acceptable.

The recommendations of the Emergency Board as set forth in its report to the President were as follows:

The Board recommends that the parties enter into an agreement first effective November 1, 1956, and to continue in effect through October 31, 1959, that embodies the following principles:

WAGE INCREASES

The equivalent of an increase of 26½ cents per hour is to be made in all basic daily wage rates, with appropriate adjustments in differentials, miscellaneous rates, special allowances, guaranties, and the like for all employees who are under the agreement.

The recommended increase shall be made in the manner and on the effective dates hereinafter set forth:

Effective November 1, 1956, 12½ cents.

Effective November 1, 1957, 7 cents.

Effective November 1, 1958, 7 cents.

Cost-of-living wage adjustments to be made commencing May 1, 1957, and each 6 months thereafter, on the basis of changes in the Consumer Price Index of the Bureau of Labor Statistics—the adjustments to be 1 cent per hour for each change of one-half point in that index.

PAID HOLIDAYS

As an equivalent benefit, the Board recommends seven paid holidays for yardmen in accordance with a proposed rule with the wage increase effective November 1, 1957, to be 5 cents (instead of 7 cents) and the wage increase effective November 1, 1958, to be 5 cents (instead of 7 cents).

(Carriers have estimated that granting paid holidays to yardmen under the organization proposal would result in an added cost of 7.1 cents per hour worked. Under the rule as recommended premium pay would not be required for work on holidays and other features of the rule would substantially decrease the estimated cost. Deducting 2 cents per hour each from the second- and third-year increases impresses us as an appropriate figure to keep the carriers within a 26½-cent per hour cost impact over the 3-year period and to leave the individual receiving the paid holidays in a better position insofar as annual earnings are concerned than if he were to receive a bare 2- or 4-cent-per-hour wage increase.)

MORATORIUM

The said agreement to contain an appropriate clause providing in substance that for its duration neither party shall serve any notice nor progress any pending notice to—

(1) Increase or decrease rates of pay as established in accordance with the foregoing recommendation with respect to wages.

(2) Increase or decrease the rate of compensation provided in existing agreements or understandings, or eliminate or establish agreements providing the rate of compensation, covering overtime payments, arbitrary payments, Sunday or holiday payments, constructive allowance payments; negotiate agreements providing for paid holidays, or which would have the effect of increasing or decreasing the number of paid vacation days, or of increasing or decreasing the number of employees required to be used under existing agreements.

The negotiation of increases for dining-car stewards to the extent indicated in our comment under that subject and the adjustment of guaranties on individual properties for trainmen engaged in short turnaround service shall be excepted from the bars provided for in the above-mentioned clause. So also should the handling of a limited number of demands in areas where the parties agree that there is an existing inequity be excepted from said bar. In the event of the failure of the parties to agree upon a disposition of those demands the question shall be referred to final and binding arbitration.

Further, said agreement shall permit notices, served on individual railroads prior to the effective date of the agreement, dealing with the rate of compensation covering arbitrary payments or constructive allowance payments to be progressed, to become effective not earlier than November 1, 1959, within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended, and except that notices for general increases or decreases in basic rates of pay, to become effective not earlier than November 1, 1959, may be served for handling on a regional or national basis before the expiration of the 3-year period and may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

CARRIERS' PROPOSALS

On condition that a settlement be accomplished within the framework of the foregoing recommendations we recommend that the Carrier proposals with respect to revision of the overtime rule in short turnaround passenger service, revision of the dual basis of pay in passenger and through freight service, and revision of the crew consist rules in road and yard service be withdrawn. In view of the carrier's expressed willingness to forego those demands as a con-

sideration for adoption of the pattern settlement we deem it unnecessary to comment upon those demands.

In its letter to the President transmitting its Report the Board observed that it was worthy of note that this was the first report of a Presidential Emergency Board to recommend recognition of paid holidays (seven in number) for railroad employees in the operating crafts.

EMERGENCY BOARD NO. 117 (Case A-5211).—*Railway Express Agency, Inc., and certain of its employees represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. (National Agreement)*

The Emergency Board created under the President's Executive order, dated January 25, 1957, was composed of Paul H. Sanders, Nashville, Tenn. (Chairman), Thomas C. Begley, Cleveland, Ohio, and Harold M. Gilden, Chicago, Ill.

Hearings were conducted in Philadelphia, Pa., beginning January 29, 1957. The time limit within which the Board was required to submit its report was extended by agreement of the parties by and with the approval of the President to March 25, 1957. The report to the President was issued March 21, 1957.

The dispute involved demands of the organization for an increase in rates of pay and improvement in the health and welfare plan and certain other rules of the present working agreement (known as the National Agreement between the Union and the Agency) covering vehicle employees in seven cities, i. e., Chicago, Ill.; Cincinnati, Ohio; Cleveland, Ohio; Newark, N. J.; Philadelphia, Pa.; San Francisco, Calif.; and St. Louis, Mo., and in a number of suburbs of these cities.

The Union in presenting its case to the Board took the position that all of the items originally presented in its notice to the Railway Express Agency under date of December 16, 1955, should be considered. The Agency contended that only the six items listed in the joint letter of August 14, 1956, by which the parties had invoked the services of the National Mediation Board properly could be considered. The Board permitted the Union to submit evidence on all items reserving action on the Agency's objections.

In its report, however, the Board pointed out a dispute as used in section 10 of the act is intended normally to refer to the specific controversy that has been handled in accordance with the procedures of the act. Accordingly, it concluded that only the six items outlined in the August 14, 1956, letter of the parties invoking the services of the National Mediation Board were subject to consideration by the Emergency Board.

The six items considered by the Board were:

1. Wage adjustment.
2. Premium pay for Saturday and Sunday.
3. Weekly basis of pay.
4. Checkoff of union dues.
5. Vacation benefits.
6. Health and Welfare benefits.

The organization contended that the Board should consider and recommend settlement of its demands in this case on the basis of the wage trends, wage levels and working conditions in the general trucking industry and not by comparison of general wage and rules settlements in the railroad industry, which controls the Agency. The Board, however, after considering the contentions of both parties

and reviewing the history of previous wage and rules settlements, which in many instances followed hearings and recommendations of emergency boards in which this same issue was presented, concluded that its recommendations in this instance should conform in general to the pattern settlement made on the concerted wage and rules movement of the non-operating employees in the railroad industry. Provision, however, was made in the recommendation of the Board for adjustment of a wage inequity of $2\frac{1}{2}\text{¢}$ per hour, retroactive to January 16, 1956, and for correction of an inequity in contributions by the Agency to the Health and Welfare Plan covering the employees involved, in line with the Agency's offer in direct negotiations in order to place these employees on a parity with other Agency employees.

The following recommendations for the settlement of the dispute were made by the Board in its report to the President:

1. WAGE ADJUSTMENT ISSUE

(a) *General Wage Increase*

The parties should adopt a settlement which provides for increases of 10 cents per hour effective November 1, 1956, 7 cents per hour effective November 1, 1957, and 7 cents per hour effective November 1, 1958; with an additional increase of 2.5 cents per hour retroactive to January 16, 1956; a cost of living adjustment which provides an increase of one cent per hour for each one-half point rise in the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index, starting at 117.1 the Index figure for September 15, 1956, the adjustment to be made at six-month intervals starting May 1, 1957; and a moratorium on wage demands and changes in rules involving compensation until November 1, 1959.

(b) *Suburban Equalization*

The parties should negotiate in accordance with the Board's findings on this topic in this respect, for the purpose of narrowing wage rate differentials between metropolitan centers and suburban areas subjected in recent years to substantial absorption by the metropolitan center.

(c) *Retroactivity*

The effective dates of wage increases in 1956 should be as set forth in paragraph 1 under this heading; that is, 2.5 cents an hour effective January 16, 1956 and 10 cents per hour effective November 1, 1956.

2. SATURDAY AND SUNDAY PREMIUM PAY ISSUE

The Union should withdraw its proposed supplement to Rule 46 which would seek to require the payment of a penalty rate for all work performed on Saturday and Sunday as such.

3. WEEKLY BASIS OF PAY ISSUE

The Union should withdraw its proposal that rule 63 be amended to provide that all employees covered by this agreement are to be paid weekly, on Friday. (Board Member Gilden dissented from this recommendation for reasons set forth in the Report.)

4. CHECKOFF ISSUE

The parties should negotiate a checkoff clause on the basis of the Union proposal and consistent with the minimum requirements of the Union Shop Agreement between the parties dated March 31, 1952.

5. VACATION ISSUE

(a) *Increased Vacation Benefits*

The Union should withdraw its proposal for adding a fourth week of vacation and shortening the service requirements for 2- and 3-week vacations.

(b) Vacation Pay on Termination

The parties should adopt the Union's proposal for vacation pay upon termination, making an exception where the employee is discharged for cause.

6. HEALTH AND WELFARE ISSUE

The parties should negotiate an agreement by which the Agency would pay for the additional amount necessary to provide a total payment of 6.5 cents per hour for health and welfare benefits. The additional amount necessary to achieve the 6.5 cents level (whether 2.5 cents or some larger amount) should be made effective as of November 1, 1956. The details of the health and welfare program are to be determined by the parties themselves through negotiations.

EMERGENCY BOARD No. 118 (Cases A-5385, A-5386, A-5433).—*The Toledo, Lorain and Fairport Dock Company, the Toledo Lakefront Dock Company and the Cleveland Stevedore Company and certain of their employees represented by District 50, United Mine Workers of America.*

The Emergency Board created under the President's Executive order, dated May 9, 1957, was composed of Nathan Cayton, Washington, D. C. (Chairman), Dudley E. Whiting, Detroit, Mich., and Morrison Handsaker, Easton, Pa.

Hearings were conducted in Cleveland, Ohio, commencing May 23, 1957, and the report to the President was issued June 7, 1957.

The dispute involved request of the Organization on the three above-mentioned separate dock companies operating in the Lake Erie Region. Separate demands were made on each Company, but certain of the demands such as those relating to a general wage increase and improved "fringe" benefits were identical. Other requests by both parties related to changing specific working rules, or rules peculiar to the particular property.

The Emergency Board after hearing each case issued a combined report to the President. The report, however, dealt with the issues in the three cases separately.

The following is a brief outline of the recommendations of the Board.

On the following items, the Board made identical recommendations applicable to each of the three companies involved:

1. WAGE INCREASE REQUEST

The Board recommended a general wage increase of 15¢ per hour to the employees involved.

Additionally, the Board recommended that the companies grant an adjustment of differentials by means of a step-up of ½¢ per job classification, with proviso that certain machine operators, welder and machinist classifications receive 3¢. The Board observed that this recommendation was in line with a desirable wage policy in that it would have the effect of increasing differentials which had been substantially narrowed over the years as a result of a series of across-the-board wage increases.

The Board also pointed out that the recommendation of 15¢ per hour general wage increase was based upon the fact that other docks on Lake Erie have granted a 9¢ per hour general wage increase, which was supplemented by a 3¢ per hour cost of living increase on January 1, 1957, and that this apparently would be further supplemented by another 3¢ per hour cost of living increase on July 1, 1957, and that the

general wage increase recommended would put these companies on a par with the other dock operations in the area.

2. HOSPITAL AND SURGICAL INSURANCE REQUEST

The Board recommended that the company assume the entire cost of hospitalization and surgical insurance for employees in active service (instead of the existing arrangement for equal sharing of cost by employer and employees), but this coverage not to be extended to retired employees, as proposed by the Union.

3. PENSION PLAN REQUEST

The Board recommended that the Union withdraw its proposal for establishment of a pension plan to supplement the benefits of the Railroad Retirement Act applicable to these employees, based on a plan for contributions by each company of 8¢ per hour per employee, commencing January 1, 1958, to a fund to be used for the purpose of financing such supplemental benefits, but suggested that the companies study the proposals of the Union so as to be prepared to enter into negotiations on the subject for the 1958 contracts.

On the other proposals of the Union which were of similar nature and included in the separate requests, served on each of the companies involved, i. e.:

Improvement in present Vacation Allowances
Pay at triple time rate for work performed on Holidays
Allowances of additional paid holidays

The Board recommended that these proposals be withdrawn, as the present allowances provided by each of the companies involved on these "fringe" benefits were as liberal as those granted by other companies in the industry. In the case of the Cleveland Stevedore Co. the Board recommended that one additional paid holiday be granted to the employees of that company which would equal the present allowance of 8 paid holidays per year to the employees of the other 2 companies involved in these proceedings.

The following is a brief outline of the recommendations made on the other items involved in the dispute with the separate companies:

Toledo Lakefront Dock Co.

The Board recommended adoption of:

Union's proposal that "when compressor jobs are added to car dumping machine facilities all bids will be open," but with proviso that for this situation only, no compensation be paid to workers for reporting to exercise their right to bid.

The Board recommended withdrawal by the Union of the following items:

1. Proposal for reclassification of jobs.
2. Proposal that the Company start the loading or unloading of all boats on arrival at dock and not have the discretion to defer the loading or unloading until the start of succeeding shift of employees.
3. Proposal for increased guaranteed basic work week.
4. Proposal to determine the amount of winter repair work to be performed and to negotiate with the company on the amount of men to do this work.
5. Proposal that any more favorable conditions or benefits granted to other employees become a part of the working agreement between the parties.

6. Proposal that the maintenance work to be performed by the employees be defined and delineated, so as to provide some contractual restrictions upon the right of the Company to contract out maintenance work.

7. Proposal for adjustment in rates paid to Laborers.

8. Proposal for Summer Rates for Winter Work and establishment of a minimum rate.

9. Proposal that the company formally contract to employ on winter loading work during the next winter season the same number of men it employed during the preceding winter, in the interest of stability of employment.

The Toledo, Lorain & Fairport Dock Co.

The Board recommended the adoption of proposals on the following items in this dispute:

1. Union's proposal that the employees be compensated for loss of pay while on Jury Duty.

2. The language for a rule suggested by the Board in connection with the Union's proposal for a Seniority rule applicable to newly hired employees.

3. Company's proposal for a uniform procedure for payments of Operator Rates for Winter Repair Work.

The Board recommended that the parties negotiate further on the following items involved in the dispute:

1. Union's request for Welder on each Shift.

2. Union's request for the Adjustment in the Ore Dock Checker-Helper Rate.

3. Union's proposal for a rule covering "Hot Cargo" or Diverted Boat.

4. Company's request for the establishment of a more extensive grievance procedure.

The Board recommended that the following proposals be withdrawn:

1. Union's proposal to increase notice of lay off from 4 to 6 days.

2. Union's proposal for Sick Leave pay to employees for loss of compensation during "waiting period before they are eligible for benefits under existing laws."

3. Union's proposal for Life Insurance coverage for retired employees to be increased from \$1,250 to \$2,500.

4. Union's proposal for summer rates for winter work with minimum rate.

5. Union's proposal for increase in Shift Differential.

6. Union's proposal that Machinists' Rate be adjusted to equal Electricians' Rate.

7. Company's proposal for more flexibility in calling up Sunday crews.

Cleveland Stevedore Co.

The Board recommended that:

1. The Company allow its employees one additional holiday, (Washington's Birthday) so as to afford 8 holidays per year—the same number allowed by the other two companies involved in these proceedings.

2. That the parties negotiate upon the adoption of a group life insurance plan for employees on a contributory basis.

3. That the parties negotiate further on the proposal for the Union for Adjustment of Specific Rates.

4. That the parties negotiate further on the Union's request for 12 hours notice prior to the arrival of a boat at either dock to employees called for work on Saturdays, Sundays and Holidays.

The Board recommended that the following proposals be withdrawn:

1. Union's proposal that employees be given a guarantee of 7 days per week.

2. Union's proposal for elimination of the "No Strike and No Lockout Clause" from present contract.

3. Union's proposal for increase in shift differential.

VI. WAGE AND RULE AGREEMENTS

The Railway Labor Act places upon both the carriers and their employees the duty of exerting every reasonable effort to make and maintain agreements governing rates of pay, rules, and working conditions. The number of such agreements in existence indicates the wide extent to which this policy of the act has become effective on both rail and air carriers.

Section 5, third (e), of the Railway Labor Act requires all carriers subject to this law to file with the Board copies of each working agreement with employees covering rates of pay, rules, or working conditions. If no contract with any craft or class of its employees has been entered into, the carrier is required by this section to file with the National Mediation Board a statement of that fact, including also a statement of the rates of pay, rules, or working conditions applicable to the employees in the craft or class. The law further requires that copies of all changes, revisions, or supplements to working agreements or the statements just referred to also be filed with this Board.

1. AGREEMENTS COVERING RATES OF PAY, RULES AND WORKING CONDITIONS

Table 8 shows the number of agreements subdivided by class of carrier and type of labor organization which have been filed with the Board during the 23-year period 1935-57. During the last fiscal year 6 additional new agreements were filed with the Board, 3 each in the railroad and airline industries. All of these new agreements were made with labor organizations classified as national. There were no new agreements made with local unions or system associations filed during the past fiscal year with the Board.

In addition to the new agreements indicated above the Board received 1,480 revisions and supplements to the agreements previously filed with the Board.

VII. INTERPRETATION AND APPLICATION OF AGREEMENTS

Agreements or contracts made in accordance with the Railway Labor Act are of two kinds: First, those consummated as a result of direct negotiations between carriers and representatives of their employees establishing rates of pay, rules, and working conditions; second, mediation agreements made by the same parties and also dealing with rates of pay, rules, and working conditions, but consummated with the assistance and under the auspices of the National Mediation Board. These two types of agreements are generally designated, respectively, as "wage and rule agreements" and "mediation agreements." The meaning, application or interpretation of those two types of agreements occasionally leads to differences between those who are parties to them.

1. NATIONAL RAILROAD ADJUSTMENT BOARD

Under the 1934 amendment to the Railway Labor Act, the National Railroad Adjustment Board was created to hear and decide disputes involving railway employee grievances and questions concerning the application and interpretation of agreement rules.

The Adjustment Board is composed of four divisions on which the carriers and the organizations representing the employees are equally represented. The jurisdiction of each division is described in section 3, first, paragraph (b) of the act. The law establishes the headquarters of the Adjustment Board at Chicago, Ill.

The Board is composed of 36 members, 18 representing, chosen, and compensated by the carriers and 18 by the so-called standard railway labor organizations. The First, Second, and Third Divisions are composed of 10 members each equally divided between representatives of labor and management. The Fourth Division has six members also so divided.

When the members of any of the four divisions of the Adjustment Board are unable to agree upon an award in any dispute being considered, because of deadlock or inability to secure a majority vote, they are required under section 3, first (1), of the act to attempt to agree upon and select a neutral person to sit with the division as a member and make an award. Failing to agree upon such neutral person within 10 days, the act provides that that fact be certified to the National Mediation Board, whereupon the latter body selects the neutral person or referee.

The qualifications of the referee are indicated by his designation in the act as a "neutral person." In the appointment of referees the National Mediation Board is bound by the same provisions of the law that apply in the appointment of arbitrators. The law requires that appointees to such positions must be wholly disinterested in the

controversy, impartial, and without bias as between the parties in dispute.

Lists of all persons serving as referees on the four divisions of the Adjustment Board are shown in appendix A.

During the 23 years the Adjustment Board has been in existence, the First Division has received a total of 34,495 cases, and has disposed of 32,229. At the close of the fiscal year 1957, the First Division had on hand an unadjusted 2,266 cases, which was a decrease of 692 cases from those on hand at the close of the previous year. Reference to table 9 in this report shows that a total of 755 cases were disposed of by the Division during the fiscal year 1956 by decision, and that 599 were withdrawn. The corresponding figures for fiscal 1956 were 476 cases decided and 360 withdrawn. New cases received during fiscal 1957 numbered 662 compared with 780 in fiscal 1956. These reductions noted in new cases received in 1957, as well as the cases withdrawn, show the increasing trend to disposing of large dockets of grievance cases on the individual properties by special boards of adjustment.

During the fiscal year ending June 30, 1957, 54 special adjustment boards had been set up on the rail carriers which handled and disposed of approximately 2,500 cases. These cases normally would have been presented to the First Division of the Adjustment Board.

As indicated by the tabulation shown in table 9, the Second, Third, and Fourth Divisions of the Adjustment Board have received a much smaller volume of cases than the First Division, and those Divisions have been able to keep up with their dockets without difficulty.

2. AIRLINE ADJUSTMENT BOARDS

There is no national adjustment board for settlement of grievances of airline employees as for railway workers. Section 205 of the amended act provides for establishment of such a board when it shall be necessary in the judgment of the National Mediation Board. Although these provisions have been in effect since 1936, the Board has not deemed a national board necessary.

Gradually, over the years, as more and more crafts or classes of airline employees have established collective-bargaining relationships, the employees and carriers have agreed upon grievance-handling procedures with final jurisdiction resting with a system board of adjustment. Such agreements usually provide for designation of neutral referees to break deadlocks. Where the parties are unable to agree upon a neutral to serve as referee, the National Mediation Board is frequently called upon to name such neutrals. Such referees serve without cost to the Government and although the Board is not required to make such appointments under the law, it does so upon request in the interest of promoting stable labor relations on the airlines. With the extension of collective-bargaining relationships to most airline workers, the requests upon the Board to designate referees have increased very considerably.

A list of all persons designated by the National Mediation Board to serve as referees with system Boards of Adjustment is shown in appendix B.

3. INTERPRETATION OF MEDIATION AGREEMENTS

Under section 5, second, of the Railway Labor Act, the National Mediation Board has the duty of interpreting the specific terms of mediation agreements. Requests for such interpretations may be made by either party to mediation agreements, or by both parties jointly. The law provides that interpretations must be made by the Board within 30 days following a hearing, at which both parties may present and defend their respective positions.

In making such interpretations, the National Mediation Board can consider only the meaning of the specific terms of the mediation agreement. The Board does not and cannot attempt to interpret the application of the terms of a mediation agreement to particular situations. This restriction in making interpretations under section 5, second, is necessary to prevent infringement on the duties and responsibilities of the National Railroad Adjustment Board under section 3 of title I of the Railway Labor Act, and adjustment boards set up under the provisions of section 204 of title II of the act in the airline industry. These sections of the law make it the duty of such adjustment boards to decide disputes arising out of employee grievances and out of the interpretation or application of agreement rules.

In many instances mediation has resulted in the negotiation of new basic working agreements, and complete revisions of existing working agreements. It has been the view of this Board that disputes growing out of the application or interpretation of the rules of such agreements should be made by the appropriate adjustment boards, and not by the National Mediation Board under section 5, second, of the act.

During the fiscal year 1957, the Board was called upon to interpret the terms of 14 mediation agreements which added to the 7 requests on hand at the beginning of the fiscal year made a total of 21 under consideration. At the conclusion of the fiscal year 9 requests had been disposed of while 12 requests were pending. Since the passage of the 1934 amendment to the Act, the Board has disposed of 52 cases under the provisions of section 5, second, of the Railway Labor Act as compared to a total of 3,020 mediation agreements completed during the same period.

VIII. ORGANIZATION AND FINANCES OF THE NATIONAL MEDIATION BOARD

1. ORGANIZATION

The National Mediation Board replaced the United States Board of Mediation and was established in June 1934 under the authority of the Railway Labor Act, as amended.

The Board is composed of three members, appointed by the President, by and with the advice and consent of the Senate. The terms of office, except in case of a vacancy due to an unexpired term, are for 3 years, the term of one member expiring on February 1 of each year. The act makes no provision for holding over beyond that date and requires that the Board shall annually designate one of its members to serve as chairman. Not more than two members may be of the same political party. The Board's headquarters and office staff are located in the National Rifle Association Building, Washington 25, D. C. In addition to its office staff, the Board has a staff of mediators, who spend practically their entire time in field duty.

Subject to the Board's direction, administration of the Board's affairs is in charge of the executive secretary. While some mediation conferences are held in Washington, by far the larger portion of mediation services is performed in the field at the location of the disputes. Services of the Board consist of mediating disputes between the carriers and the representatives of their employees over changes in rates of pay, rules, and working conditions. These services also include the investigation of representation disputes among employees and the determination of such disputes of election or otherwise. These services as required by the act are performed by members of the Board and its staff of mediators. In addition, the Board conducts hearings when necessary in connection with representation disputes to determine employees eligible to participate in elections and other issues which arise in its investigation of such disputes. The Board also conducts hearings in connection with the interpretation of mediation agreements and appoints neutral referees and arbitrators as required.

The staff of mediators, all of whom have been selected through civil service, is as follows:

Ross R. Barr
A. Alfred Della Corte
Chas. M. Dulen
Clarence G. Eddy
Lawrence Farmer
Arthur J. Glover
Edward F. Hampton
Raymond R. Hawkins
James M. Holaren
Matthew E. Kearney
Warren S. Lane

Geo. S. MacSwan
J. Earl Newlin
Michael J. O'Connell
C. Robert Roadley
Wallace G. Rupp
Tedford E. Schoonover
H. Albert Smith
Frank K. Switzer
Thomas A. Tracy
Charles F. Wahl

2. FINANCIAL STATEMENT

Accounting of all moneys appropriated by Congress for the fiscal year 1957, pursuant to the authority conferred by "An act to amend the Railway Labor Act approved May 20, 1926" (approved June 21, 1934):

Appropriations:	
Salaries and expenses.....	\$475, 500
Arbitration and emergency boards.....	250, 000
Total appropriations.....	<u>725, 500</u>
Obligations:	
Salaries, National Mediation Board.....	336, 785
Travel expenses.....	104, 279
Other expenses.....	22, 117
Total operating expenses.....	<u>463, 181</u>
Expenses, arbitration and emergency boards.....	<u>226, 312</u>
Grand total.....	<u>689, 493</u>
Unobligated balances:	
Salaries and expenses.....	12, 319
Arbitration and emergency boards.....	23, 688
Total unobligated.....	<u>36, 007</u>

Annual expenditures for arbitration and emergency boards cannot be accurately budgeted due to fluctuations in the need for such boards. The extent of the disputes arbitrated or considered by emergency boards is also a factor which makes it virtually impossible to budget expenses of such boards with any degree of accuracy. Since the needs for such boards cannot be accurately anticipated, it is necessary to have available adequate funds to meet such contingencies as may arise.

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

HAGERMAN, H. K., *Chairman*

WIESNER, E. W., *Vice Chairman*

ANDERSON, J. A.	HORSLEY, E. T.
BARNES, C. R.	JOHNSON, R. P.
BLAKE, R. W.	KEALEY, C. W.
BORDWELL, H. V.	KEMP, J. E.
BURTNESS, H. W.	LOSEY, T. E.
BUTLER, R. M.	MCDANIELS, C. E.
CARTER, P. C.	MILLER, D. A.
CASTLE, W. H.	MULLEN, J. F.
CONWAY, C. A.	ORNDORFF, GERALD
COUTTS, R. C.	REESER, H. J.
DUGAN, C. P.	RYAN, W. J.
DUGAN, G. H.	SMITH, V. W. ¹
FERN, B. W.	SOMERLOTT, M. E.
FITCHER, E. H.	SYLVESTER, J. H.
GOODLIN, C. E.	TAHNEY, J. P.
HICKS, D. H.	WHITEHOUSE, J. W.
HINKS, J. K.	WRIGHT, GEORGE ²

STATEMENT

On June 21, 1934, by enactment of Public, No. 442, 73d Congress, the National Railroad Adjustment Board was created to consider and make awards in the following classes of disputes:

The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this act, shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, the disputes may be referred by petition of the parties or by either party to the appropriate divisions of the Adjustment Board with a full statement of the facts and all supporting data upon the disputes.

Accounting of all moneys appropriated by Congress for the fiscal year 1957, pursuant to the authority conferred by "An act to amend the Railway Labor Act, approved May 20, 1926." (Approved June 21, 1934)

Regular appropriation:

Salaries and Expenses, National Railroad Adjustment Board,	
National Mediation Board.....	\$502, 000
Transferred to National Mediation Board.....	15, 500

Amount available for obligation.....	486, 500
--------------------------------------	----------

Expenditures:

Salaries of employees.....	\$252, 784
Salaries of referees.....	128, 343
Travel expenses (including referees).....	23, 669
Transportation of things.....	81
Communication services.....	8, 728
Printing and reproduction.....	48, 817
Other contractual services.....	3, 320
Supplies and materials.....	5, 988
Equipment.....	4, 632
Total expenditures.....	476, 362
Unexpended balance.....	10, 138

¹ Deceased. Replaced by Smith B. West.

² Deceased. Replaced by James B. Zink.

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

Name	Title	Salary paid	Duties
Howard, Leland.....	Administrative officer.....	\$9, 178. 50	Subject to direction of Board, admin- isters its Governmental affairs.
Dillon, Mary E.....	Secretary.....	5, 334. 94	Secretarial, stenographic, account- ing, and auditing.
Larson, George.....	Clerk.....	3, 743. 00	Clerical.

FIRST DIVISION

MacLeod, John M.....	Executive secretary...	\$8, 429. 98	Administration of affairs of divi- sion and subject to its direction.
Pope, Patrick V.....	Assistant executive secretary.	5, 959. 24	Assists executive secretary.
Fostof, Evelyn F.....	Secretary.....	3, 425. 00	Secretarial, stenographic, and cler- ical.
Smith, Margaret J.....	do.....	5, 215. 57	Do.
Blee, Ruth W.....	do.....	5, 080. 63	Do.
Ellwanger, Dorothy M.....	do.....	5, 080. 63	Do.
Schroeter, Marie A.....	do.....	4, 945. 69	Do.
Meehan, Elizabeth E.....	do.....	4, 810. 52	Do.
Smith, Joan M.....	do.....	4, 810. 52	Do.
Taglia, Marian.....	do.....	4, 810. 52	Do.
Rondebush, Ethel A.....	do.....	4, 654. 79	Do.
Williams, Margaret M.....	do.....	4, 649. 60	Do.
Fox, Doris S.....	do.....	4, 469. 66	Do.
Morgan, Ruth B.....	do.....	1, 531. 84	Do.
Simer, Rhoda E.....	Clerk-stenographer.....	199. 85	Stenographic and clerical.
Key, Nancy E.....	do.....	3, 451. 71	Do.
Siegel, Wayne H.....	Clerk.....	3, 828. 02	Clerical.
Morrow, Janice K.....	Clerk-typist.....	1, 465. 44	Typing and clerical.

REFEREES

Begley, Thomas C., 63¼ days at \$75 per day.	-----	\$4, 743. 75	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Carey, James P., Jr., 2 days at \$75 per day.	-----	150. 00	Do.
Guthrie, Paul N., 49¾ days at \$75 per day.	-----	3, 731. 25	Do.
Johnson, Walter R., 89 days at \$75 per day.	-----	6, 675. 00	Do.
Rader, LeRoy A., 98¾ days at \$75 per day.	-----	7, 406. 25	Do.
Stone, Mortimer, 151 days at \$75 per day.	-----	11, 325. 00	Do.

SECOND DIVISION

Sassaman, Harry J.....	Executive secretary...	\$8, 322. 47	Administration of affairs of divi- sion and subject to its direction.
Glenn, Allise N.....	Secretary.....	5, 215. 57	Secretarial, stenographic, and cler- ical.
Goble, Agatha E.....	do.....	5, 215. 57	Do.
Lindberg, Robert L.....	do.....	5, 215. 57	Do.
Morrison, Margaret E.....	do.....	5, 215. 57	Do.
Shaughnessy, M. V.....	do.....	5, 215. 57	Do.
Williams, Dorothy M.....	do.....	5, 215. 57	Do.
Vought, Marcella R.....	do.....	5, 080. 63	Do.
Sturman, Alta M.....	do.....	4, 945. 69	Do.
Watson, Muriel G.....	do.....	4, 945. 69	Do.
Fontaine, Dorothy T.....	do.....	4, 810. 52	Do.
Thomas, Cecelia G.....	do.....	4, 810. 52	Do.

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

REFEREES

Name	Title	Salary paid	Duties
Carter, Edward F., 112½ days at \$75 per day.		\$8,437.50	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Donaldson, J. Glenn, 14½ days at \$75 per day.		1,087.50	Do.
Douglass, David R., 2¾ days at \$75 per day.		206.25	Do.
Ferguson, Emmett, 47¼ days at \$75 per day.		3,543.75	Do.
Schedler, Carl R., 60¾ days at \$75 per day.		4,556.25	Do.
Shake, Curtis G., 7½ days at \$75 per day.		562.50	Do.
Wenke, Adolph E., 99 days at \$75 per day.		7,425.00	Do.
Whiting, Dudley E., 40 days at \$75 per day.		3,000.00	Do.

THIRD DIVISION

Tummon, A. Ivan.....	Executive secretary..	\$8,090.91	Administration of affairs of division and subject to its direction.
Morse, Frances.....	Secretary..	5,215.57	Secretarial, stenographic, and clerical.
Anderson, Loreto C.....	do.....	5,080.63	Do.
Balskey, C. Virginia.....	do.....	5,080.63	Do.
Sanford, Jewel C.....	do.....	5,080.63	Do.
Killeen, Eugene A.....	do.....	4,945.69	Do.
Smith, Lois E.....	do.....	4,940.50	Do.
Frey, Catherine E.....	do.....	4,810.52	Do.
Johnson, Carol A.....	do.....	4,810.52	Do.
Targett, Margaret M.....	do.....	4,696.31	Do.
Swanson, Ronald A.....	do.....	4,665.17	Do.
Vorphal, Joan A.....	do.....	4,026.62	Do.
Meger, Jean M.....	do.....	2,081.51	Do.
Bulis, Eugenia.....	Clerk-stenographer..	2,258.40	Stenographic and clerical.
Paulos, Angelo W.....	Clerk.....	2,495.65	Clerical.
Griswold, Edgar M.....	do.....	682.44	Do.

REFEREES

Bailer, Lloyd H., 38¼ days at \$75 per day.		\$2,868.75	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Carey, James P., Jr., 49½ days at \$75 per day.		3,712.50	Do.
Cluster, H. Raymond, 149¾ days at \$75 per day.		11,231.25	Do.
Coffey, A. Langley, 37¾ days at \$75 per day.		2,831.25	Do.
Elkouri, Frank, 27½ days at \$75 per day.		2,062.50	Do.
Guthrie, Paul N., 12½ days at \$75 per day.		937.50	Do.
Larkin, John Day, 58¼ days at \$75 per day.		4,368.75	Do.
Lynch, Edward A., 83¾ days at \$75 per day.		6,281.25	Do.
McCoy, Whitley P., 31¼ days at \$75 per day.		2,343.75	Do.
McMahon, Donald F., 8¾ days at \$75 per day.		656.25	Do.
Messmore, Fred W., 3½ days at \$75 per day.		262.50	Do.
Rader, LeRoy A., 10 days at \$75 per day.		750.00	Do.
Shugrue, Dwyer W., 99 days at \$75 per day.		7,425.00	Do.
Smith, Livingston, 124½ days at \$75 per day.		9,337.50	Do.
Wyckoff, Hubert, 15¼ days at \$75 per day.		1,143.75	Do.

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

FOURTH DIVISION

Name	Title	Salary paid	Duties
Parkhurst, R. B.....	Executive secretary.....	\$8,860.02	Administration of affairs of division and subject to its direction. Secretarial, stenographic, and clerical. Do. Do.
Humfreville, M. L.....	Secretary.....	5,215.57	
Zimmerman, R. Hazel.....	do.....	5,215.57	
Adams, Henrietta V.....	do.....	5,080.63	

REFEREES

Cluster, H. Raymond, 23¼ days at \$75 per day.	-----	\$1,743.75	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Dash, G. Allan, Jr., 2¼ days at \$75 per day.	-----	206.25	Do.
Johnson, Walter R., 28¼ days at \$75 per day.	-----	2,137.50	Do.
Nahstoll, R. W., 29¾ days at \$75 per day.	-----	2,231.25	Do.
O'Gallagher, Kiernan P., 20 days at \$75 per day.	-----	1,500.00	Do.

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD
39 South La Salle Street, Chicago 3, Ill.

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1956-57

H. J. REESER, *Chairman*

C. W. KEALEY, *Vice Chairman*

HAROLD V. BORDWELL

H. W. BURTNES

GEORGE H. DUGAN

B. W. FERN

J. K. HINKS

E. T. HORSLEY

C. E. McDANIELS

D. A. MILLER

J. M. MACLEOD, *Executive Secretary*

JURISDICTION

In accordance with section 3 (h) of the Railway Labor Act, as amended, the First Division of the National Railroad Adjustment Board has jurisdiction over disputes between employees or groups of employees and carriers involving train and yard service employees; that is, engineers, firemen, hostlers and outside hostler helpers, conductors, trainmen, and yard service employees.

TABLE 1.—Cases docketed fiscal year 1956-57; classified according to carrier party to submission

Name of carrier	Number of cases docketed	Name of carrier	Number of cases docketed
Alabama Great Southern.....	2	Boston & Maine.....	2
Apache.....	1	Central of Georgia.....	3
Atchison, Topeka and Santa Fe—Coast.....	1	Central Vermont.....	1
Atchison, Topeka and Santa Fe—East and West.....	6	Chesapeake & Ohio.....	14
Atlanta & West Point—Western Railway of Alabama.....	1	Chicago, Burlington & Quincy..	1
Atlanta Joint Terminals.....	2	Chicago Great Western.....	7
Baltimore & Ohio.....	4	Chicago & Illinois Midland.....	20
Baltimore & Ohio Chicago Terminal.....	1	Chicago, Milwaukee, St. Paul and Pacific—East.....	3
Bangor & Aroostook.....	35	Chicago & North Western.....	8
Belt Railway of Chicago.....	1	Chicago, Rock Island & Pacific..	10
	2	Cincinnati, New Orleans & Texas Pacific.....	1
		Colorado & Southern.....	1

TABLE 1.—Cases docketed fiscal year 1956-57; classified according to carrier party to submission—Continued

Name of carrier	Number of cases docketed	Name of carrier	Number of cases docketed
Delaware & Hudson.....	57	New York, Chicago & St. Louis..	61
Delaware, Lackawanna & Western	6	New York, New Haven & Hartford.....	1
Denver & Rio Grande Western..	7	Norfolk & Western.....	4
Des Moines Union.....	5	Norfolk Southern.....	2
Detroit, Toledo & Ironton.....	1	Northern Pacific Terminal of Oregon.....	1
Duluth, Winnipeg & Pacific.....	1	Northwestern Pacific.....	2
Erie.....	10	Pennsylvania—Chesapeake.....	3
Florida East Coast.....	5	Pennsylvania—Lake.....	2
Ft. Worth & Denver.....	3	Pennsylvania—New York.....	6
Georgia.....	1	Pennsylvania—Northern.....	1
Georgia Southern & Florida.....	1	Pennsylvania—Northwest.....	1
Grand Trunk Western.....	6	Pennsylvania—Pittsburgh.....	3
Great Northern.....	1	Pennsylvania—Philadelphia.....	2
Green Bay & Western.....	5	Peoria & Pekin Union.....	1
Gulf, Mobile & Ohio.....	1	Philadelphia, Bethlehem & New England.....	1
Illinois Central.....	18	Pittsburgh & West Virginia.....	1
Jacksonville Terminal.....	1	Reading.....	27
Joint Texas Division of the Chicago, Rock Island & Pacific & Fort Worth & Denver.....	2	St. Louis, Brownsville & Mexico..	1
Kansas City Southern.....	1	St. Louis Southwestern.....	8
Kentucky & Indiana Terminal..	2	San Diego & Arizona Eastern..	4
Lehigh & Hudson River.....	1	Savannah & Atlanta.....	4
Longview, Portland & Northern.	2	Seaboard Air Line.....	25
Los Angeles Junction.....	2	South Buffalo.....	1
Louisiana & Arkansas.....	1	South Omaha Terminal.....	1
Louisville & Nashville.....	8	Southern.....	17
Maine Central.....	2	Southern Pacific—Pacific.....	91
Minneapolis & St. Louis.....	2	Southern Pacific—T & L.....	1
Minneapolis, St. Paul & Sault Ste. Marie.....	7	Texas & New Orleans.....	1
Missouri-Kansas-Texas.....	7	Texas & Pacific.....	40
Missouri Pacific.....	2	Toledo Terminal.....	1
Missouri Pacific—International	2	Union Pacific—Central.....	12
Great Northern.....	1	Union Pacific—East.....	9
Montour.....	1	Union Pacific—South Central..	2
Nashville, Chattanooga & St. Louis.....	1	Virginian.....	5
New Orleans, Texas & Mexico..	1	Wabash.....	7
New York Central—East.....	2	Western Maryland.....	1
New York Central—South.....	11	Western Pacific.....	1
		Total.....	662

TABLE 2.—Cases docketed fiscal year 1956-57; classified according to organization party to submission

Name of organization	Number of cases docketed	Name of organization	Number of cases docketed
Engineers.....	95	Trainmen.....	293
Engineers—Firemen.....	3	Switchmen's Union of North America.....	52
Firemen.....	151	Individual.....	31
Firemen—Trainmen.....	1		
Conductors.....	35		
Conductors—Trainmen.....	1	Total.....	662

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

MEMBERSHIP

D. H. HICKS, *Chairman*
 GEORGE WRIGHT, *Vice Chairman*¹
 J. A. ANDERSON
 R. W. BLAKE
 E. H. FITCHER
 C. E. GOODLIN

R. P. JOHNSON
 T. E. LOSEY
 M. E. SOMERLOTT
 E. W. WIESNER
 J. B. ZINK

HARRY J. SASSAMAN, *Executive Secretary*

JURISDICTION

Second Division: To have jurisdiction over disputes involving machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, carmen, the helpers and apprentices of all of the foregoing, coach cleaners, powerhouse employees, and railroad shop laborers.

MEMBERSHIP

The Division shall consist of 10 members, 5 of whom shall be selected by the carriers and 5 by the national labor organizations of the employees.

CLASSES OF DISPUTES TO BE HANDLED

The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this act (June 21, 1934), shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, the disputes may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes.

TABLE 1.—*Carriers party to cases docketed*

	Number of cases		Number of cases
Ann Arbor RR.....	2	Cincinnati Union Terminal Co., The.....	25
Achison, Topeka & Santa Fe Ry. Co.....	20	Clinchfield RR. Co.....	2
Atlantic Coast Line RR. Co.....	5	Delaware, Lackawanna & West- ern RR. Co.....	1
Baltimore & Ohio RR. Co.....	7	Denver and Rio Grande Western RR. Co.....	2
Belt Railway Co. of Chicago, The.....	3	Donora Southern RR.....	4
Bessemer & Lake Erie RR. Co.....	1	Duluth, Missabe & Iron Range Ry. Co.....	1
Boston & Maine RR.....	9	Duluth, South Shore & Atlantic RR. Co.....	1
Butte, Anaconda & Pacific RR.....	1	Elgin, Joliet & Eastern Ry. Co.....	5
Central of Georgia Ry. Co.....	4	Florida East Coast Ry. Co.....	1
Chesapeake & Ohio Ry. Co.....	15	Great Northern Ry. Co.....	11
Chicago & Northwestern Ry. Co.....	2	Gulf Coast Lines.....	1
Chicago, Burlington & Quincy RR. Co.....	4	Gulf, Mobile & Ohio RR. Co.....	8
Chicago Great Western Ry. Co.....	11	Houston Belt & Terminal Co.....	1
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	8	Illinois Central RR. Co.....	9
Chicago, Rock Island & Pacific RR. Co.....	10	International-Great Northern RR. Co.....	2
Chicago, St. Paul, Minneapolis & Omaha Ry. Co.....	1	Kansas City Southern Ry. Co.....	1
Cincinnati, New Orleans & Texas Pacific Ry. Co.....	1	Kentucky and Indiana Terminal Ry.....	1
		Lehigh Valley RR. Co.....	1

¹ Mr. Wright died June 11, 1957, and was succeeded by Mr. Zink.

TABLE 1.—*Carriers party to cases docketed*—Continued

	Number of cases		Number of cases
Long Island R.R. Co.....	4	Pittsburgh & Lake Erie R.R. Co.....	9
Louisville & Nashville R.R. Co..	19	Pittsburgh & West Virginia Ry. Co.....	1
Maine Central R.R. Co.....	2	Pullman Co.....	21
Milwaukee-Kansas City South- ern Joint Agency.....	2	Richmond, Fredericksburg & Potomac R.R. Co.....	1
Missouri-Illinois R.R.....	1	St. Louis-San Francisco Ry. Co..	5
Missouri-Kansas-Texas R.R. Co..	2	St. Louis Southwestern Ry. Co..	1
Missouri Pacific R.R. Co.....	32	Seaboard Air Line R.R. Co.....	1
New Orleans Union Passenger Terminal.....	1	Southern Ry. Co.....	4
New York Central R.R. Co.....	2	Southern Pacific Co. (Pacific Lines).....	9
New York, Chicago & St. Louis R.R. Co.....	5	Southern Pacific Lines in Texas and Louisiana (Texas & New Orleans R.R. Co.).....	3
New York, New Haven & Hart- ford R.R. Co.....	2	Texas & Pacific Ry. Co.....	3
Norfolk & Western Ry. Co.....	1	Toledo Terminal R.R. Co.....	1
Norfolk & Portsmouth Belt Line Ry. Co.....	1	Union Pacific R.R. Co.....	5
Northern Pacific Ry. Co.....	2	Wabash R.R. Co.....	8
Northern Pacific Terminal Co. of Oregon.....	1	Western Pacific R.R. Co.....	4
Pennsylvania R.R. Co.....	13	Total.....	347

TABLE 2.—*Organizations, etc., party to cases docketed*

	Number of cases
Brotherhood Railway Carmen of America.....	120
International Brotherhood of Electrical Workers.....	63
International Association of Machinists ¹	56
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.....	11
Sheet Metal Workers' International Association.....	48
International Brotherhood of Boilermakers, Iron Ship Builders, Black- smiths, Forgers and Helpers.....	11
Federated Trades.....	19
Transport Workers Union of America—Railroad Division.....	11
United Steelworkers of America.....	
Individually Submitted Cases, etc.....	8
Total.....	347

¹ In prior years, cases involving the International Association of Machinists were presented by the Railway Employees' Department A. F. L.—C. I. O.; during the current fiscal year, the International Association of Machinists began submitting such cases direct to the Second Division. Of the 56 cases shown above, 26 cases were presented by the Railway Employees' Department, the remainder, 30 in number, were presented by the International Association of Machinists direct.

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

W. H. CASTLE, *Chairman*
C. R. BARNES, *Vice Chairman*
R. M. BUTLER
R. C. COUTTS
C. P. DUGAN

J. E. KEMP
J. F. MULLEN
GERALD ORNDORFF
J. H. SYLVESTER
J. W. WHITEHOUSE

A. IVAN TUMMON, *Executive Secretary*

JURISDICTION

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

Report of cases handled by the Third Division, fiscal year 1957

	<i>Number of cases</i>
Open and on hand July 1, 1956.....	1, 455
Docketed.....	887
Heard.....	987
Decided.....	1 599
Withdrawn.....	324
Deadlocked.....	655
Decided by referee.....	259
Open and on hand June 30, 1957.....	1, 744
Interpretations.....	4

¹ 2 awards rendered on 1 docket (awards 4713 and 7652, SG-4426).

TABLE 1.—*Carriers party to cases docketed*

	<i>Number of cases</i>		<i>Number of cases</i>
Ann Arbor.....	2	Chicago Union Station.....	1
Atchison, Topeka & Santa Fe....	21	Cincinnati, New Orleans & Texas Pacific.....	1
Atlanta Joint Terminal.....	1	Cincinnati Union Terminal.....	1
Atlanta & St. Andrews Bay.....	1	Clinchfield.....	9
Atlanta & West Point—West. Ry. of Alabama.....	4	Colorado & Southern.....	1
Atlantic Coast Line.....	3	Delaware & Hudson.....	16
Augusta & Summerville.....	1	Delaware, Lackawanna & Western.....	12
Augusta Union Station Co.....	2	Denver & Rio Grande Western.....	24
Baltimore & Ohio.....	30	Donora Southern.....	1
Baltimore & Ohio Chicago Terminal.....	1	Duluth, Missabe & Iron Range.....	1
Belt Railway of Chicago.....	1	Elgin, Joliet & Eastern.....	13
Boston & Albany (NYCRR).....	2	Erie.....	5
Boston & Maine.....	7	Florida East Coast.....	8
Brooklyn Eastern District Terminal.....	1	Fort Worth & Denver.....	4
Central of Georgia.....	9	Georgia.....	7
Central RR Company of New Jersey.....	10	Grand Trunk Western.....	5
Chesapeake & Ohio.....	23	Great Northern.....	7
Chicago & Eastern Illinois.....	4	Gulf, Colorado & Santa Fe.....	5
Chicago & North Western.....	1	Gulf, Mobile & Ohio.....	7
Chicago, Burlington & Quincy.....	12	Houston Belt & Terminal.....	3
Chicago Great Western.....	86	Hudson & Manhattan.....	2
Chicago, Milwaukee, St. Paul & Pacific.....	43	Illinois Central.....	36
Chicago, Rock Island & Pacific.....	25	Illinois Terminal.....	2
Chicago, St. Paul, Minneapolis & Omaha.....	1	Joint Texas Div.—Burlington-Rock Island.....	2
		Joint Texas Div.—Rock Island & Ft. Worth & Denver.....	1
		Lake Terminal.....	2

TABLE 1.—*Carriers party to cases docketed*—Continued

	<i>Number of cases</i>		<i>Number of cases</i>
Lehigh Valley.....	13	Reading.....	10
Long Island.....	1	Richmond, Fredericksburg & Potomac.....	1
Los Angeles Union Passenger Terminal.....	2	Rutland.....	2
Louisiana & Arkansas.....	2	Sacramento Northern.....	1
Louisville & Nashville.....	12	St. Louis—San Francisco.....	16
Macon, Dublin & Savannah.....	1	St. Louis Southwestern.....	15
Midland Valley.....	4	Seaboard Air Line.....	11
Minneapolis, St. Paul & Sault Ste. Marie.....	1	South Georgia, Live Oak, Perry & Gulf.....	1
Minnesota Transfer.....	1	Southern.....	18
Missouri-Kansas-Texas.....	6	Southern Pacific (Pacific Lines).....	9
Missouri Pacific Railroad.....	13	Southern Pacific (Texas & Lou- isiana).....	2
Missouri Pacific (Gulf District).....	6	Spokane, Portland & Seattle.....	1
Nashville, Chattanooga & St. Louis.....	6	Staten Island Rapid Transit.....	1
New York Central.....	26	Tennessee Central.....	12
New York, Chicago & St. Louis.....	2	Terminal Railroad Association of St. Louis.....	3
New York, New Haven & Hart- ford.....	13	Texas & Pacific.....	7
New Orleans & Northeast.....	1	Union Pacific.....	29
Norfolk Southern.....	9	Union Railroad.....	3
Norfolk & Western.....	8	Union Terminal Co.....	1
Northern Pacific.....	6	Virginian.....	6
Northern Pacific Terminal of Oregon.....	3	Wabash.....	11
Ogden Union Railway & Depot.....	5	Western Fruit Express.....	1
Pacific Electric.....	4	Western Maryland.....	6
Panhandle & Santa Fe.....	2	Western Pacific.....	25
Piedmont & Northern.....	1	Western Weighing and Inspec- tion Bureau.....	4
Pittsburgh & Lake Erie.....	1	Yakima Valley.....	1
Pennsylvania.....	39		
Pullman Co.....	26		
Railway Express.....	9	Total.....	887

TABLE 2.—*Organizations party to cases docketed*

	<i>Number of cases</i>
American Railway Supervisors Association.....	2
American Train Dispatchers Association.....	27
Brotherhood of Maintenance of Way Employes.....	130
Brotherhood of Railroad Signalmen of America.....	58
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.....	355
Brotherhood of Sleeping Car Porters.....	9
Joint Council Dining Car Employees.....	36
The Order of Railroad Telegraphers.....	242
Order of Railway Conductors and Brakemen (Pullman System).....	18
United Transport Service Employees of America.....	4
Miscellaneous Class of Employees.....	6
Total.....	887

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

P. C. CARTER, *Chairman*
V. W. SMITH, *Vice Chairman*
C. A. CONWAY
H. K. HAGERMAN

J. E. MERZ ¹
W. J. RYAN ²
J. P. TAHNEY

R. B. PARKHURST, *Executive Secretary*

JURISDICTION

Fourth Division: To have jurisdiction over disputes involving employees of carrier directly or indirectly engaged in transportation of passengers or property by water, and all other employees of carriers over which jurisdiction is not given to the first, second, and third divisions. This division shall consist of six members, three of whom shall be selected by the carriers and three by the national labor organizations of the employees (par. (h), sec. 3, First, Railway Labor Act, 1934).

TABLE 1.—*Carriers party to cases docketed*

	<i>Number of cases</i>
Atchison, Topeka & Santa Fe Ry. Co.....	2
Baltimore & Ohio RR. Co.....	6
Chesapeake & Ohio Ry. Co. (P. M. District).....	1
Chicago & North Western Ry. Co.....	28
Chicago Great Western Ry. Co.....	14
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	3
Cincinnati, New Orleans & Texas Pacific RR. Co.....	2
Colorado & Southern Ry. Co.....	1
Erie RR. Co.....	2
Missouri-Illinois RR. Co.....	2
New Orleans Union Passenger Terminal.....	1
New York Central RR. Co.....	13
New York, New Haven & Hartford RR. Co.....	3
Northern Pacific Terminal Co. of Oregon.....	1
Pennsylvania RR. Co.....	1
Peoria & Pekin Union Ry. Co.....	2
Pittsburgh & Lake Erie RR. Co.....	1
Pullman Co.....	1
St. Louis-San Francisco Ry. Co.....	2
Seaboard Airline RR. Co.....	1
Southern Pacific Co. (Pacific Lines).....	2
Terminal Railroad Association of St. Louis.....	6
Texas and Pacific Ry. Co.....	1

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TABLE 2.—*Organizations—Employees party to cases docketed*

	<i>Number of cases</i>
American Railway Supervisors Association.....	14
Brotherhood of Railroad Trainmen.....	3
Brotherhood of Sleeping Car Porters.....	6
International Association of Railway Employees.....	1
International Organization Masters, Mates and Pilots, Inc.....	1
Miscellaneous Classes of Employees.....	4
Marine Department Employees.....	1
National Marine Engineers Beneficial Association.....	1
Railroad Yardmasters of America.....	47
Railroad Yardmasters of North America, Inc.....	2
Railway Employees' Department (Wreckmasters-FM).....	1
Railway Patrolmen's International Union.....	14
Switchmen's Union of North America.....	1

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¹ Appointed effective July 25, 1956 to replace W. J. Ryan.

² Appointed effective Nov. 20, 1956 to replace J. E. Merz.

APPENDIX B

Arbitrators appointed—Arbitration boards, fiscal year 1957

RAILROADS

Name	Residence	Date of appointment	Arbitration and Case No.	Parties
Edward Freeman ¹ 2.....	Virginia, Minn.....	Aug. 30, 1956.....	Arb. 216; A-5126.....	Duluth, Winnipeg & Pacific Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
John A. Weeks ¹	Minneapolis, Minn.....	Sept. 14, 1956.....	Arb. 216; A-5126.....	Do.
Dudley E. Whiting ²	Detroit, Mich.....	Oct. 24, 1956.....	Arb. 217; A-5187 and A-5202.....	New York, Chicago & St. Louis RR. Co. and American Railway Supervisors Association.
Do ¹	do.....	Nov. 1, 1956.....	Arb. 218; A-5215.....	Chicago & Illinois Midland Ry. and American Train Dispatchers Association.
Lloyd H. Bailer ²	New York, N. Y.....	Dec. 5, 1956.....	Arb. 219.....	Pennsylvania RR. Co. and Transport Workers Union, United Railroad Workers Division.
Paul N. Guthrie ¹	Chapel Hill, N. C.....	Jan. 23, 1957.....	Arb. 220; A-5246.....	Donora Southern RR. Co. and Brotherhood of Locomotive Engineers.
H. Raymond Cluster ¹	Baltimore, Md.....	Feb. 20, 1957.....	Arb. 222; A-4227.....	Southern Pacific Co. (Pacific Lines) and Brotherhood of Locomotive Firemen & Enginemen.
Paul N. Guthrie ¹	Chapel Hill, N. C.....	Mar. 22, 1957.....	Arb. 224; A-5275.....	Central of Georgia Ry. Co. and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen; Order of Railway Conductors & Brakemen and Brotherhood of Railroad Trainmen.
Carroll Daugherty ²	Evanston, Ill.....	Apr. 4, 1957.....	Arb. 221; A-5382.....	Missouri Pacific RR. Co. and Brotherhood of Railroad Trainmen.
Francis J. Robertson ¹	Washington, D. C.....	June 6, 1957.....	Arb. 226; A-5360.....	Southern Pacific Ry. Co. and Brotherhood of Railroad Trainmen.
Martin P. Catherwood ²	Ithaca, N. Y.....	June 18, 1957.....	Arb. 225.....	Carriers represented by the Labor Committee of the General Managers' Association of New York and the Lighter Captains, Union Local 996 International Longshoremen's Association, Independent.

AIRLINES

Francis J. Robertson ²	Washington, D. C.....	Mar. 29, 1957.....	Arb. 223; A-4932.....	Northwest Airlines, Inc., and Air Line Stewards & Stewardesses Association.
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¹ Selected by parties.

² Appointed by National Mediation Board.

³ Not available.

Arbitrators appointed—Special Board of Adjustment, fiscal year 1957

RAILROADS

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Harold M. Gilden ¹	Chicago, Ill.	July 2, 1956	146	(3)	Grand Trunk Western R.R. Co. and Brotherhood of Railroad Trainmen.
Mortimer Stone ²	Denver, Colo.	July 19, 1956	154	38	Chicago & Eastern Illinois R.R. Co. and Brotherhood of Railroad Trainmen.
Frank P. Douglass ¹	Pine, Colo.	July 26, 1956	137	75	New York Central R.R. Co. (Western District); The Cleveland Union Terminal Co. and Brotherhood of Railroad Trainmen.
Lloyd H. Baller ¹	New York, N. Y.	Aug. 10, 1956	158	34	Union Railroad Co. and United Steelworkers of America, Locals Nos. 1913 and 3263.
A. Langley Coffey ¹	Tulsa, Okla.	Aug. 13, 1956	159	106	Union Pacific R.R. Co. and Order of Railway Conductors and Brakemen.
Donald F. Mahon ¹	Oklahoma City, Okla.	Aug. 21, 1956	155	69	Great Northern Ry. Co. and Order of Railway Conductors and Brakemen.
Curtis G. Shake ²	Vincennes, Ind.	Aug. 23, 1956	156	20	Tennessee Central Ry. Co. and Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen.
Harold M. Gilden ¹	Chicago, Ill.	Sept. 5, 1956	160	14	Monongahela Ry. Co. and Brotherhood of Railroad Trainmen.
Francis J. Robertson ²	Washington, D. C.	Sept. 6, 1956	153	314	Pennsylvania R.R. Co. and Brotherhood of Locomotive Firemen and Enginemen.
Mortimer Stone ²	Denver, Colo.	Sept. 11, 1956	162	1	Kansas, Oklahoma & Gulf Ry. and Order of Railway Conductors and Brakemen.
Leroy A. Rader ²	Storm Lake, Iowa	Sept. 17, 1956	157	35	Union Pacific R.R. Co. (Eastern District) and Brotherhood of Railroad Trainmen.
Dudley E. Whiting ¹	Detroit, Mich.	Sept. 26, 1956	163	5	Missouri Pacific R.R. Co. Southern and Western Districts and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.
James P. Carey ²	Chicago, Ill.	Oct. 18, 1956	164	4	Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Firemen and Enginemen.
Leroy A. Rader ²	Storm Lake, Iowa	Nov. 9, 1956	165	35	Union Pacific R.R. Co. (Eastern District) and Brotherhood of Locomotive Firemen and Enginemen.
Mortimer Stone ¹	Denver, Colo.	Nov. 15, 1956	167	30	Denver & Rio Grande Western R.R. Co. and Brotherhood of Railway and Steamship Clerks.
David R. Douglass ¹	Oklahoma City, Okla.	Nov. 16, 1956	168	1	Chicago, St. Paul, Minnesota & Omaha Ry. Co. and Brotherhood of Railroad Trainmen.
Dudley E. Whiting ¹	Detroit, Mich.	Dec. 3, 1956	166	30	Missouri Pacific R.R. Co. and Brotherhood of Railway and Steamship Clerks.
Harold M. Gilden ²	Chicago, Ill.	Dec. 31, 1956	165	7	Union Pacific R.R. Co. (Eastern District) and Brotherhood of Locomotive Firemen and Enginemen.
Thomas G. Begley ²	Cleveland, Ohio	Jan. 7, 1957	171	19	Great Northern Ry. Co. and Brotherhood of Railway and Steamship Clerks.
Dudley E. Whiting ²	Detroit, Mich.	Jan. 8, 1957	172	3	Central Railroad Co. of New Jersey and Brotherhood of Railway and Steamship Clerks.
Harold M. Gilden ¹	Chicago, Ill.	Jan. 9, 1957	173	26	Union Pacific R.R. Co. and Brotherhood of Railway and Steamship Clerks.

A. Langley Coffey ¹	Tulsa, Okla.	Jan. 22, 1957	175	(*)	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen.
Harold M. Gilden ¹	Chicago, Ill.	Jan. 29, 1957	176	9	Monongahela Connecting R.R. Co. and Brotherhood of Railroad Trainmen.
Edward M. Sharpe ¹	Bay City, Mich.	Jan. 31, 1957	170	26	Illinois Central R.R. and Brotherhood of Railway and Steamship Clerks.
Thomas J. Mabry ¹	San Francisco, Calif.	Feb. 12, 1957	180	371	Southern Pacific Co. (Pacific Lines) and Brotherhood of Locomotive Engineers.
Do ¹	do	Feb. 25, 1957	183	146	San Diego & Eastern Ry. Co. and Brotherhood of Locomotive Engineers.
Frank P. Douglass ¹	Pine, Colo.	Feb. 27, 1957	169	66	St. Louis, Southwestern Ry. Co. and Brotherhood of Railway and Steamship Clerks.
Do ¹	do	do	184	1	Houston, Belt & Terminal Ry. Co. and Brotherhood of Locomotive Firemen and Enginemen.
Mortimer Stone ¹	Denver, Colo.	Mar. 1, 1957	177	21	Pennsylvania R.R. Co. and Brotherhood of Railway and Steamship Clerks.
Harold M. Gilden ¹	Chicago, Ill.	Mar. 6, 1957	181	4	New York Central R.R. (Western District) and Brotherhood of Railroad Trainmen.
Mortimer Stone ¹	Denver, Colo.	Mar. 12, 1957	186	57	Denver & Rio Grande Western R.R. Co. and Order of Railroad Telegraphers.
David R. Douglass ¹	Oklahoma City, Okla.	Mar. 14, 1957	127	320	Gulf, Colorado & Santa Fe Ry. Co. and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen.
Frank P. Douglass ¹	Pine, Colo.	Mar. 18, 1957	179	247	Missouri Pacific R.R. Co. (Gulf District) and Brotherhood of Railroad Trainmen.
A. Langley Coffey ¹	Tulsa, Okla.	Mar. 25, 1957	187	(*)	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.
Do ¹	do	Mar. 27, 1957	188	7	Eastern, Western, & Southeastern Carriers' Conference Committees and Brotherhood of Railroad Trainmen.
Paul N. Guthrie ²	Chapel Hill, N. C.	Apr. 1, 1957	185	29	Central R.R. Co. of New Jersey and Brotherhood of Railroad Trainmen.
Hubert Wyckoff ¹	Watsonville, Calif.	Apr. 8, 1957	174	40	Atchison, Topeka & Santa Fe Railway and Brotherhood of Railway and Steamship Clerks.
Harold M. Gilden ¹	Chicago, Ill.	Apr. 11, 1957	189	22	Spokane, Portland & Seattle Ry. Co. (System Lines) and Brotherhood of Railroad Trainmen.
Do ²	do	Apr. 15, 1957	190	17	Boston & Maine Railroad and Brotherhood of Locomotive Firemen and Enginemen.
Francis J. Robertson ¹	Washington, D. C.	May 8, 1957	192	86	Baltimore & Ohio Ry. Co. and Brotherhood of Railway and Steamship Clerks.
Emmett D. Ferguson ²	Lafayette, Ind.	June 18, 1957	199	(*)	The Pullman Co. and Order of Railway Conductors and Brakemen.
Francis J. Robertson ¹	Washington, D. C.	June 21, 1957	196	21	Long Island R.R. Co. and Brotherhood of Locomotive Engineers.
David R. Douglass ¹	Oklahoma City, Okla.	June 25, 1957	195	225	Grand Trunk Western R.R. Co. and Brotherhood of Railroad Trainmen.
Do ¹	do	do	197	74	Delaware, Lackawanna & Western Railroad and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.

¹ Selected by parties.² Selected by National Mediation Board.³ Not available.

Arbitrators appointed pursuant to union shop agreements, fiscal year 1957

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
Edward A. Lynch	Pottsville, Pa.	July 16, 1956	Pennsylvania R.R. Co.	International Association of Machinists	Harry Plechocki.
Daniel A. Lynch	New York, N. Y.	do.	Delaware, Lackawanna & Western R.R. Co.	Order of Railroad Telegraphers	Harry A. Strait.
Andrew Jackson ¹	do.	Jan. 4, 1957	New York, New Haven & Hartford R.R. Co.	International Brotherhood of Firemen & Oilers.	Robert F. Hines.
William S. Shea	do.	Jan. 11, 1957	do.	do.	Do.
E. K. Cheadle	Billings, Mont.	May 23, 1957	Butte, Anaconda & Pacific Ry. Co.	Brotherhood of Maintenance & Way Employees.	Various carpenters and painters.
Livingston Smith	Dallas, Tex.	June 20, 1957	Texas & Pacific Ry. Co.	do.	Sam Hall.

¹ Deceased.

Referees appointed—System Board of Adjustment (Airline), fiscal year 1957

Name	Residence	Date of appointment	PARTIES
Robert F. Cole	Miami, Fla.	July 2, 1956	National Airlines, Inc., and Air Line Dispatchers Association.
Do	do.	July 13, 1956	Eastern Air Lines, Inc., and Air Line Stewards and Stewardesses Association.
Allen Barrow	Tulsa, Okla.	July 16, 1956	Braniff Airways and Air Line Pilots Association, International.
William E. Grady	New York, N. Y.	July 17, 1956	National Airlines, Inc., and Air Line Pilots Association, International.
Adolph E. Wenke	Lincoln, Nebr.	July 25, 1956	Eastern Air Lines, Inc., and Air Line Pilots Association, International.
Emmett Ferguson	Lafayette, Ind.	July 27, 1956	Lake Central Airlines and Air Line Pilots Association, International.
Adolph E. Wenke	Lincoln, Nebr.	Aug. 20, 1956	Eastern Air Lines, Inc., and International Association of Machinists (Mechanical Dept.)
Hubert Wyckoff	Watsonville, Calif.	Oct. 2, 1956	Western Air Lines and Brotherhood of Railway and Steamship Clerks.
Robert F. Cole	Miami, Fla.	do.	Riddle Air Lines, Inc., and Air Line Pilots Association, International.
R. W. Nahstoll	Portland, Oreg.	Nov. 26, 1956	Pacific Northern Airlines, Inc., and Air Line Pilots Association, International.
Do	do.	do.	Pacific Northern Airlines, Inc., and Air Line Stewards and Stewardesses Association.
Allen E. Barrow	Tulsa, Okla.	do.	Ozark Air Lines and Air Line Pilots Association, International.
Hubert Wyckoff	Monterey, Calif.	Nov. 27, 1956	Trans American Airlines and Air Line Pilots Association, International.
James G. Vadakin	Coral Gables, Fla.	Dec. 3, 1956	Eastern Air Lines, Inc., and International Association of Machinists.
Daniel E. Lynch	New York, N. Y.	Dec. 10, 1956	Air France and International Association of Machinists.
Robert F. Cole	Miami, Fla.	Dec. 12, 1956	Pan American World Airways, Inc., and Transport Workers Union, AFL-CIO.
Do	do.	do.	Pan American World Airways, Inc., and Brotherhood of Railway and Steamship Clerks.
Willmer Watrous	West Hyattsville, Md.	Dec. 31, 1956	Southern Airways, Inc. and Air Carrier Mechanics Association, International.
Benjamin Aaron	Los Angeles, Calif.	Jan. 4, 1957	Slick Airways, Inc., and International Association of Machinists.
Robert G. Simmons	Lincoln, Nebr.	Mar. 1, 1957	Trans World Airlines, Inc., and Air Line Pilots Association, International.
Edward F. Carter	do.	do.	Trans World Airlines, Inc., and International Association of Machinists.
Do	do.	Mar. 20, 1957	Trans World Airlines Inc., and Air Line Pilots Association, International.

Arthur Stark.....	New York, N. Y.....	Mar. 22, 1957	National Airlines, Inc., and Air Line Pilots Association, International.
Benjamin Roberts.....	do.....	Mar. 25, 1957	Pan American World Airways, Inc., and Transport Workers Union, AFL-CIO.
Hamilton Douglas.....	Atlanta, Ga.....	Mar. 28, 1957	Ozark Air Lines and Air Line Pilots Association, International.
Livingston Smith.....	Dallas, Tex.....	Apr. 2, 1957	Central Airlines, Inc., and Air Carrier Mechanics Association, International.
Wilmer Watrous.....	West Hyattsville, Md.....	Apr. 3, 1957	Southern Airways, Inc., and Air Carrier Mechanics Association, International.
Harold L. Sebring.....	St. Petersburg, Fla.....	Apr. 9, 1957	Pan American World Airways, Inc., and Transport Workers Union, AFL-CIO.
James Vadakin.....	Coral Gables, Fla.....	Apr. 10, 1957	National Airlines, Inc., and Air Line Agents Association, International.
Paul N. Guthrie.....	Chapel Hill, N. C.....	Apr. 15, 1957	Eastern Air Lines, Inc., and International Association of Machinists.
Hamilton Douglas.....	Atlanta, Ga.....	Apr. 18, 1957	National Airlines, Inc., and Air Line Agents Association, International.
Sidney Wolff.....	New York, N. Y.....	May 7, 1957	British Overseas Airways Corp., and International Association of Machinists.
David Douglass.....	Oklahoma City, Okla.....	do.....	Braniff Airways, Inc., and International Association of Machinists.
Wilbur M. Alter.....	Denver, Colo.....	May 15, 1957	Continental Air Lines, Inc., and Air Line Pilots Association, International.
Patrick J. Fisher.....	Indianapolis, Ind.....	May 16, 1957	Lake Central Airlines, Inc., and Air Line Pilots Association, International.
John W. Yeager.....	Lincoln, Nebr.....	June 3, 1957	Braniff Airways, Inc., and Air Line Pilots Association, International.
Robert G. Simmons.....	do.....	June 5, 1957	Eastern Air Lines, Inc., and International Association of Machinists.
Sidney A. Wolff.....	New York, N. Y.....	June 14, 1957	Pan American World Airways, Inc., and Transport Workers Union of America, AFL-CIO—Airline Division.

Referees appointed—System Board of Adjustment (Railroads), fiscal year 1957

Name	Residence	Date of appointment	Parties
Sidney A. Wolff.....	New York, N. Y.....	Apr. 10, 1957	Pennsylvania RR. Co. and United Railroad Workers, Division of Transport Workers Union of America, AFL-CIO.

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-57

Status of cases	23-year period 1935-57	Fiscal year 1957	Fiscal year 1956	Fiscal year 1955	5-year period 1950-54 (aver- age)	5-year period 1945-49 (aver- age)	5-year period 1940-44 (aver- age)	5-year period 1935-39 (aver- age)
All types of cases								
Cases pending and unsettled at be- ginning of period.....	96	159	198	154	136	172	126	151
New cases docketed.....	8, 731	479	409	451	415	463	381	219
Total cases on hand and re- ceived.....	8, 827	638	607	605	551	635	507	370
Cases disposed of.....	8, 572	383	448	407	403	496	347	220
Cases pending and unsettled at end of period.....	255	255	159	198	148	139	160	150
Representation cases								
Cases pending and unsettled at be- ginning of period.....	24	18	27	21	34	50	34	43
New cases docketed.....	3, 169	122	108	96	136	176	149	108
Total cases on hand and re- ceived.....	3, 193	140	135	117	170	226	183	151
Cases disposed of.....	3, 164	111	117	90	137	186	139	107
Cases pending and unsettled at end of period.....	29	29	18	27	33	40	44	44
Mediation cases								
Cases pending and unsettled at be- ginning of period.....	72	134	170	129	102	122	91	108
New cases docketed.....	5, 498	343	288	353	276	286	230	110
Total cases on hand and re- ceived.....	5, 570	477	458	482	378	408	321	218
Cases disposed of.....	5, 356	263	324	312	264	309	208	112
Cases pending and unsettled at end of period.....	214	214	134	170	114	99	115	106
Interpretation cases								
Cases pending and unsettled at be- ginning of period.....	0	7	1	4	0	0	1	0
New cases docketed.....	64	14	13	2	3	1	2	1
Total cases on hand and re- ceived.....	64	21	14	6	3	1	3	1
Cases disposed of.....	52	9	7	5	2	1	2	1
Cases pending and unsettled at end of period.....	12	12	7	1	1	0	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1957

	Disposition by type of carrier									Disposition by major issue involved							
	Total all cases	Railroads						Rail- roads total	Air- lines total	New Agree- ment		Rates of pay		Rules		Miscellaneous	
		Class 1	Class 2	Class 3	Switch- ing and termi- nal	Elec- tric rail- roads	Miscel- laneous carriers			Rail- road	Air- lines	Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
Total.....	263	149	8	-----	30	10	8	205	58	2	5	73	42	109	10	21	1
Mediation agreement.....	182	101	6	-----	24	8	3	142	40	2	5	47	31	75	4	18	-----
Arbitration agreement.....	6	5	-----	-----	1	-----	-----	6	-----	-----	5	4	-----	2	-----	-----	-----
Withdrawn after mediation.....	23	17	2	-----	2	-----	-----	21	2	-----	-----	8	-----	13	2	-----	-----
Withdrawn before mediation.....	16	7	-----	-----	1	-----	-----	8	8	-----	-----	3	5	5	3	-----	-----
Refusal to arbitrate by—																	
Carrier.....	1	-----	-----	-----	-----	1	-----	1	-----	-----	-----	1	-----	-----	-----	-----	-----
Employees.....	11	5	-----	-----	2	-----	1	8	3	-----	-----	-----	3	-----	-----	1	-----
Both.....	8	5	-----	-----	-----	1	-----	6	2	-----	-----	2	2	7	-----	-----	-----
Dismissal.....	16	9	-----	-----	-----	-----	4	13	3	-----	-----	8	1	3	1	2	1

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1957

	Total all cases	Railroads				Airlines			
		Number cases	Number craft or class	Number employees involved	Number employees participating	Number cases	Number craft or class	Number employees involved	Number employees participating
Total.....		76	89	7,679	5,096	35	41	2,838	1,960
Disposition:									
Certification based on election.....	77	55	63	5,449	5,076	22	26	2,298	1,905
Certification based on authorizations.....	9	6	8	20	20	3	3	59	55
Withdrawn after investigation.....	14	7	8	1,657	-----	7	8	372	-----
Withdrawn before investigation.....	4	2	3	101	-----	2	3	24	-----
Dismissal.....	7	6	7	452	-----	1	1	85	-----
Total all cases.....	111	-----	130	10,517	7,056	-----	-----	-----	-----

TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1957

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	383	111	263	9
Railroad, total.....	288	76	205	7
Combined groups, railroad.....	15	3	11	2
Train, engine and yard service.....	148	29	117	2
Mechanical foremen.....	7	7	-----	-----
Maintenance of equipment.....	19	7	11	1
Clerical, office, station, and storehouse.....	23	4	19	-----
Yardmasters.....	15	8	6	1
Maintenance-of-way and signal.....	12	1	11	-----
Subordinate officials in maintenance-of-way.....	-----	-----	-----	-----
Agents, telegraphers, and towermen.....	3	1	2	-----
Train dispatchers.....	12	2	8	2
Technical engineers, architects, draftsmen, etc.....	3	1	2	-----
Dining-car employees, train and pullman porters.....	6	3	3	-----
Patrolmen and special officers.....	1	1	-----	-----
Marine service.....	16	6	10	-----
Miscellaneous railroad.....	8	3	5	-----
Airline, total.....	95	35	58	2
Combined airline.....	6	6	-----	-----
Mechanics.....	22	3	18	1
Radio and teletype operators.....	5	-----	5	-----
Clerical, office, stores, fleet and passenger service.....	10	6	3	1
Stewards, stewardesses, and flight pursers.....	13	4	9	-----
Pilots.....	14	5	9	-----
Dispatchers.....	7	-----	7	-----
Mechanical foremen.....	1	-----	1	-----
Meteorologists.....	-----	-----	-----	-----
Flight engineers.....	5	3	2	-----
Miscellaneous airline.....	12	8	4	-----

TABLE 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1957

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	111	130	10,517	100
Railroad, total.....	76	89	7,679	73
Train service.....	7	9	887	8
Engine service.....	15	18	792	8
Yard Service.....	7	7	1,079	10
Mechanical foremen.....	7	7	867	8
Maintenance of equipment.....	7	8	1,794	17
Clerical, office, station and storehouse.....	4	4	51	(¹)
Yardmasters.....	8	8	428	4
Maintenance-of-way and signal.....	1	1	3	(¹)
Subordinate officials, maintenance-of-way.....				
Agents, telegraphers, and towermen.....	1	1	8	(¹)
Dispatchers.....	2	2	474	5
Technical engineers, architects, draftsmen, etc.....	1	1	2	(¹)
Dining-car employees, train and pullman porters.....	3	3	354	3
Patrolmen and special officers.....	1	1	16	(¹)
Marine service.....	6	6	583	6
Combined groups, railroad.....	3	10	148	1
Miscellaneous railroad.....	3	3	193	2
Airline, total.....	35	41	2,838	27
Mechanics.....	3	3	1,124	11
Flight navigators.....	4	4	111	1
Clerical, office, stores, fleet and passenger service.....	4	4	654	6
Stewards, stewardesses, and pursers.....	4	4	105	1
Stock and stores.....	2	2	21	(¹)
Pilots.....	5	5	241	2
Flight engineers.....	3	3	51	(¹)
Combined groups, airline.....	6	12	322	3
Miscellaneous.....	4	4	209	2

¹ Less than 1 percent.

TABLE 6.—Number of crafts or classes certified and employees involved in representation cases by types of results, fiscal year 1957

	Certifications issued to—									Total	
	National organizations			Local unions			System associations			Craft or class	Number of employees involved
	Craft or class	Employees involved		Craft or class	Employees involved		Craft or class	Employees involved			
		Number	Percent		Number	Percent		Number	Percent		
RAILROADS											
Representation acquired:											
Elections.....	19	577	8	1	70	19				20	647
Proved authorizations.....	5	7	(¹)							5	7
Representation changes:											
Elections.....	19	1,423	19	4	285	79	1	126	81	24	1,834
Proved authorizations.....	1	4	(¹)	1	7	2				2	11
Representation unchanged:											
Elections.....	20	2,970	41							20	2,970
Proved authorizations.....											
Total railroads.....	64	4,981	68	6	362	100	1	126	81	71	5,469
AIRLINES											
Representation acquired:											
Elections.....	17	755	11							17	755
Proved authorizations.....	1	9	(¹)				1	29	19	2	38
Representation changed:											
Elections.....	10	1,564	21							10	1,564
Proved authorizations.....											
Representation unchanged:											
Elections.....											
Proved authorizations.....											
Total airlines.....	28	2,328	32				1	29	19	29	2,357
Total combined railroad airline.....	92	7,309	100	6	362	100	2	155	100	100	7,826

¹ Less than 1 percent.

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1956, to June 30, 1957*

Case No.	Carrier	Organization	Craft or class	Number employees	Date work stoppage	Date work resumed	Days duration	Issues	Disposition	Approximate man-days lost
<i>RA</i> A-5156.....	Toledo Lakefront Dock Co.	IBEW.....	Electricians.....	22	July 30, 1956	Aug. 3, 1956	5	Wages.....	MA.....	110
<i>AL</i> A-5227, E-53....	Transocean Air Lines.	Employee committee.	Commissary employees.	160	Aug. 9, 1956	Aug. 12, 1956	4	Working conditions.	MA.....	640
<i>RA</i> A-5138, E-48....	Denver Union Terminal Railway.	BRC.....	Mail and baggage handlers.	304	Aug. 29, 1956	Sept. 20, 1956	22	.....do.....	MA.....	6,688
<i>RA</i> A-5246.....	Donora Southern Railroad Co.	BLE.....	Engineers.....	75	Sept. 20, 1956	Sept. 21, 1956	1	Rules and working conditions.	MA.....	1,650
<i>RA</i> A-5002, 5245....	Spokane, Portland & Seattle Railway.	BLE.....	.....do.....	180	Nov. 10, 1956	Dec. 1, 1956	22	Rules changes.....	Settled by parties.	1,080
<i>AE</i> -83, C-2505....	Pan American World Airways.	.....	Guided missile workers.	350	Dec. 1, 1956	Dec. 6, 1956	6	Representation rights.	Returned to work.	1,050
<i>AL</i> C-2572.....	Sabena Belgian World Airlines.	TWU.....	Agents and clerks.	33	Jan. 30, 1957	Feb. 1, 1957	3	.....do.....	Election agreement.	264
<i>RA</i> A-5456, A-5327..	Hudson & Manhattan Railroad.	BRSA, BRCA, IBEW, ORT, TWU.	Nonoperating employees.	660	Mar. 13, 1957	Mar. 20, 1957	8	Wages and rules.....	MA.....	19,800
<i>RA</i> A-5329, A5359...	Duluth, Winnipeg & Pacific Railway.	BRT, BLF&E..	Trainmen and enginemen.	400	Mar. 28, 1957	Apr. 26, 1957	30	Wages and rules changes.	MA.....	14,000
<i>RA</i> A-5211.....	Railway Express Agency, Inc.	IBT.....	Drivers.....	3,700	Apr. 16, 1957	May 20, 1957	35	Wages and rules.....	MA. (Em. Bd. 117).	262,700
					Apr. 21, 1957	June 30, 1957 ¹	71			

¹ Strike settled July 22, 1957, with total man-days lost of 344,100.

TABLE 8.—Number of labor agreements on file with the National Mediation Board according to type of labor organizations, by class of carriers, fiscal years 1935-57

Types of labor organizations and fiscal years	All carriers	Class I	Class II	Class III	Switching and terminal	Electric	Express and pullman	Miscellaneous carriers	Airline carriers
All organizations:									
1957.....	5, 196	3, 117	649	121	764	164	14	87	280
1956.....	5, 190	3, 117	648	121	763	164	14	86	277
1955.....	5, 180	3, 116	647	116	763	163	14	86	275
1954.....	5, 157	3, 106	645	115	760	162	13	86	270
1953.....	5, 137	3, 104	642	115	756	162	13	86	259
1952.....	5, 118	3, 102	638	115	752	160	13	84	254
1951.....	5, 102	3, 099	638	114	750	160	13	84	244
1950.....	5, 092	3, 094	638	114	749	159	13	84	241
1945.....	4, 665	2, 913	623	112	705	150	8	66	98
1940.....	4, 193	2, 708	582	102	603	108	8	38	44
1935.....	3, 021	2, 355	319	18	334		5		
National organizations:									
1957.....	4, 557	2, 796	557	104	666	137	11	72	214
1956.....	4, 551	2, 796	556	104	665	137	11	71	211
1955.....	4, 541	2, 785	555	99	665	136	11	71	209
1954.....	4, 520	2, 786	553	98	662	135	10	71	205
1953.....	4, 505	2, 784	551	98	659	135	10	71	197
1952.....	4, 486	2, 782	547	98	655	133	10	69	192
1951.....	4, 470	2, 779	547	97	653	133	10	69	182
1950.....	4, 460	2, 774	547	97	652	132	10	69	179
1945.....	4, 070	2, 600	533	96	610	123	6	47	55
1940.....	3, 672	2, 421	501	86	516	89	8	31	20
1935.....	2, 222	1, 652	265	6	295		5		
System associations:									
1957.....	545	266	90	15	80	23	3	14	54
1956.....	545	266	90	15	80	23	3	14	54
1955.....	545	266	90	15	80	23	3	14	54
1954.....	544	266	90	15	80	23	3	14	53
1953.....	539	266	89	15	79	23	3	14	50
1952.....	539	266	89	15	79	23	3	14	50
1951.....	539	266	89	15	79	23	3	14	50
1950.....	539	266	89	15	79	23	3	14	50
1945.....	515	265	88	15	77	23	2	9	36
1940.....	456	247	79	15	72	17		7	19
1935.....	718	602	64	12	40				
Local unions:									
1957.....	94	55	2	2	18	4		1	12
1956.....	94	55	2	2	18	4		1	12
1955.....	94	55	2	2	18	4		1	12
1954.....	93	54	2	2	18	4		1	12
1953.....	93	54	2	2	18	4		1	12
1952.....	93	54	2	2	18	4		1	12
1951.....	93	54	2	2	18	4		1	12
1950.....	93	54	2	2	18	4		1	12
1945.....	80	48	2	1	18	4			7
1940.....	65	40	2	1	15	2			5
1935.....	81	91							

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-57, inclusive

ALL DIVISIONS

Cases	23-year period, 1935-57	1957	1956	1955	1954	1953	1952
Open and on hand at beginning of period.....		4,707	3,724	3,311	3,388	4,717	3,855
New cases docketed.....	48,180	1,992	2,409	1,718	1,601	2,090	2,815
Total number of cases on hand and docketed.....	48,180	6,699	6,133	5,029	4,989	6,807	6,670
Cases disposed of.....	43,863	2,382	1,426	1,305	1,678	3,419	1,953
Decided without referee.....	10,987	531	186	141	139	197	184
Decided with referee.....	16,881	839	740	767	772	1,181	1,335
Withdrawn.....	15,995	1,012	500	397	767	2,041	434
Open cases on hand close of period.....	4,317	4,317	4,707	3,724	3,311	3,388	4,717
Heard.....	1,854	1,854	1,451	809	800	750	4,190
Not heard.....	2,463	2,463	3,256	2,915	2,511	2,638	527

FIRST DIVISION

Open and on hand at beginning of period.....		2,958	3,014	2,708	2,825	4,186	3,472
New cases docketed.....	34,495	662	780	946	1,000	1,431	2,027
Total number of cases on hand and docketed.....	34,495	3,620	3,794	3,744	3,825	5,617	5,499
Cases disposed of.....	32,229	1,354	836	730	1,027	2,702	1,313
Decided without referee.....	9,304	502	156	83	76	155	128
Decided with referee.....	9,010	253	320	308	237	658	802
Withdrawn.....	13,915	599	360	339	714	1,979	383
Open cases on hand close of period.....	2,266	2,266	2,958	3,014	2,798	2,825	4,186
Heard.....	170	170	295	296	403	289	3,796
Not heard.....	2,096	2,096	2,663	2,718	2,395	2,536	390

SECOND DIVISION

Open and on hand at beginning of period.....		280	67	61	54	66	57
New cases docketed.....	2,780	347	398	183	123	109	110
Total number of cases on hand and docketed.....	2,780	627	465	244	177	175	167
Cases disposed of.....	2,523	370	185	177	116	121	101
Decided without referee.....	644	10	11	23	31	16	19
Decided with referee.....	1,426	283	112	132	73	99	73
Withdrawn.....	453	77	62	22	12	6	9
Open cases on hand close of period.....	257	257	280	67	61	54	66
Heard.....	210	210	183	40	51	39	34
Not heard.....	47	47	97	27	10	15	32

THIRD DIVISION

Open and on hand at beginning of period.....		1,455	616	428	477	417	306
New cases docketed.....	9,681	887	1,170	530	404	463	575
Total number of cases on hand and docketed.....	9,681	2,342	1,786	958	881	880	881
Cases disposed of.....	7,937	598	331	342	453	403	464
Decided without referee.....	795	15	11	31	24	19	30
Decided with referee.....	5,710	258	253	290	396	344	401
Withdrawn.....	1,432	325	67	21	33	40	33
Open cases on hand close of period.....	1,744	1,744	1,455	616	428	477	417
Heard.....	1,474	1,474	962	455	332	405	324
Not heard.....	270	270	493	161	96	72	93

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-57, inclusive—Continued

FOURTH DIVISION

Cases	23-year period, 1935-57	1957	1956	1955	1954	1953	1952
Open and on hand at beginning of period.....		14	27	24	32	48	20
New cases docketed.....	1,224	96	61	59	74	87	103
Total number of cases on hand and docketed.....	1,224	110	88	83	106	135	123
Cases disposed of.....	1,174	60	74	56	82	103	75
Decided without referee.....	244	4	8	4	8	7	7
Decided with referee.....	735	45	55	37	66	80	59
Withdrawn.....	195	11	11	15	8	16	9
Open cases on hand close of period.....	50	50	14	27	24	32	48
Heard.....			11	18	14	17	36
Not heard.....	50	50	3	9	10	15	12

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