

Twenty-fifth
ANNUAL REPORT OF THE
NATIONAL
MEDIATION
BOARD

INCLUDING
THE REPORT OF THE
NATIONAL RAILROAD
ADJUSTMENT BOARD



For the Fiscal Year Ended JUNE 30, 1959

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NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1959

LEVERETT EDWARDS, *Chairman*

ROBERT O. BOYD, *Member*

FRANCIS A. O'NEILL, Jr., *Member*

EUGENE C. THOMPSON, *Executive Secretary*

THOMAS A. TRACY, *Assistant Executive Secretary*

LETTER OF TRANSMITTAL

NATIONAL MEDIATION BOARD,
OFFICE OF THE CHAIRMAN,
Washington, D.C., November 1, 1959.

*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-fifth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1959, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

ROBERT O. BOYD,
Chairman.

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I. SUMMARY AND OBSERVATIONS

This is the 25th annual report by the National Mediation Board to the Congress of its administration of the Railway Labor Act—the law governing the handling of labor-management relations on the railroads and airlines of the Nation. The National Mediation Board was created by the 1934 amendments to the original Railway Labor Act of 1926.

The original Railway Labor Act encompassed proposals advanced by representatives of management and labor outlining comprehensive procedures and methods for the handling of labor disputes founded upon practical experience gained by the parties under many previous laws and regulations in this field.¹

Because of the importance of the transportation service provided by the railroads and because of the peculiar problems encountered in this industry, special and separate legislation was enacted to avoid interruptions to interstate commerce as a result of unsettled labor disputes.

In 1934 the original act was amended and supplemented in important procedural respects. Principally, these amendments provided for: (1) protection of the right of employees to organize for collective bargaining purposes, (2) a method by which the National Mediation Board could authoritatively determine and certify the collective-bargaining agent to represent the employees, and (3) a positive procedure to insure disposition of grievance cases, or disputes involving the interpretation or application of the terms of existing collective-bargaining agreements by their submission to the National Railroad Adjustment Board.

The amended act of 1934 retained the procedures in the 1926 act for the handling of controversies between carriers and their employees growing out of proposals to make or change collective-bargaining agreements concerning rates of pay, rules, or working conditions. The procedures outlined in the act for handling this type of disputes are: Conferences by the parties on the individual properties in an effort to settle the dispute, mediation by the National Mediation Board, voluntary arbitration, and, in special cases, Emergency Board procedure.

The National Railroad Adjustment Board was created in 1934 by section 3 of the amended act for the purpose of resolving disputes arising out of grievances or out of the interpretation or application of collective-bargaining agreements in the railroad industry. Disputes of this type are sometimes referred to as "minor disputes."

The amended act provided that either party could process a "minor dispute" to the newly created Adjustment Board for final determination, without, as previously required, the necessity of securing the consent or concurrence of the other party to have the controversy decided by a special form of arbitration.

¹ Act of 1888; Erdman Act, 1898; Newlands Act, 1913; labor relations under Federal control 1917-20; Transportation Act of 1920.

The airlines and their employees were brought within the scope of the act on April 10, 1936, by the addition of title II. All of the procedures of title I of the act, except section 3 (National Railroad Adjustment Board procedure) were made applicable to common carriers by air engaged in interstate commerce or transporting mail for or under contract with the United States Government. Special provisions, however, were made in title II of the act for the handling of disputes arising out of grievances or out of the interpretation or application of existing collective-bargaining agreements in the airline industry.

The last amendment to the act was made January 10, 1951. This amendment permitted 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, eleventh) also permitted the making of agreements providing for the checkoff of union dues, subject to specific authorization of the individual employee.

The general purposes of the act are described in section 2 as follows:

(1) To avoid any interruption to commerce or to the operation of any carrier engaged therein; (2) to forbid any limitation upon freedom of association among employees or any denial, as a condition of employment or otherwise, of the right of employees to join a labor organization; (3) to provide for the complete independence of carriers and of employees in the matter of self-organization; (4) to provide for the prompt and orderly settlement of all disputes concerning rates of pay, rules, or working conditions; (5) to provide for the prompt and orderly settlement of all disputes growing out of grievances or out of the interpretation or application of agreements covering rates of pay, rules, or working conditions.

To promote the fulfillment of these general purposes, legal rights are established and legal duties and obligations are imposed on labor and management. The act provides "that representatives of both sides are to be designated by the respective parties without interference, influence or coercion by either party over the designation by the other" and "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 authorized representatives of the parties." The principle of collective bargaining is aided by the provision that "it shall be the duty of all carriers, their officers, agents and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules and working conditions."

In the administration of the act, two major duties are imposed on the National Mediation Board, viz:

(1) The mediation of disputes between carriers and the labor organizations representing their employees, relating to the making of new agreements or the changing of existing agreements, affecting rates of pay, rules, and working conditions, after the parties have been unsuccessful in their at-home bargaining efforts to compose their differences. These disputes are sometimes referred to as "major disputes." Disputes of this nature hold the greatest potential for interrupting commerce.

(2) The duty of ascertaining and certifying the representative of any craft or class of employees to the carrier after investi-

gation through secret-ballot elections or other appropriate methods of employees' representation choice. This type of dispute is confined to controversies among employees over the choice of a collective bargaining agent. The carrier is not a party to such disputes. Under section 2, ninth, of the act the Board is given authority to make final determination of this type of dispute.

In addition to these major duties, 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 arbitrations held under the act; the appointment of neutrals when requested to sit with System and Special Boards 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 notifying the President of the United States when labor disputes which in the judgment of the Board threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service. In such cases the President may in his discretion appoint an emergency board to investigate and report to him on the dispute.

LABOR DISPUTES UNDER THE RAILWAY ACT

The Railway Labor Act provides procedures for the consideration and progression of labor disputes in a definite and orderly manner. Broadly speaking, these disputes fall into three general groups:

1. Representation Disputes

Controversies arising among employees over the choice of a collective bargaining representative.

2. Major Disputes

Controversies between carriers and employees arising out of proposals to make or revise collective-bargaining agreements.

3. Minor Disputes

Controversies between carriers and employees over the interpretation or application of existing agreements.

Representation Disputes

Experience during the period 1926 to 1934 showed that the absence of a provision in the law to impartially determine the right of the representative at the bargaining table to act as spokesman on behalf of the employees, was a deterrent to reaching the merits of proposals advanced and often frustrated the collective-bargaining processes. To remedy this deficiency in the law, section 2 of the act was amended in 1934 so that in case a dispute arose among a carrier's employees as to who represented the employees, the National Mediation Board could

investigate and determine the representation desires of employees with finality.

In order to accomplish this duty, the Board was authorized to take a secret ballot of the employees involved or to utilize any other appropriate method of ascertaining the duly designated and authorized representative of the employees. The Board upon completion of its investigation certifies the name of the representative and the carrier then is required to treat with that representative for the purposes of the act. Through this procedure a definite determination is made as to who may represent the employees at the bargaining table.

Major Disputes

The step by step procedure of direct negotiation, mediation, arbitration, and Emergency Boards for handling proposals to make, amend, or revise agreements between labor and management incorporated in the 1926 act was retained by the 1934 amendments. This procedure contemplates that direct negotiations between the parties will be initiated by a written notice by either of the parties at least 30 days prior to the date of the intended change in the agreement. Acknowledgment of the notice and arrangements for the conference by the parties on the subject of the notice is made within 10 days. The conference must begin within the 30 days provided in the notice. In this manner direct negotiations between the parties commence on a definite written proposal by either of the parties. Those conferences may continue from time to time until a settlement or deadlock is reached. During this period and for a period of 10 days after the termination of conference between the parties the act provides the "status quo will be maintained and rates of pay, rules, or working conditions shall not be altered by the carrier."

There are no accurate statistics to indicate how many disputes have been settled at this level by the parties without outside assistance; however, each year the Board receives well over a thousand amendments or revisions of agreements. Such settlements outnumber those that are made with the assistance of the Board, and clearly indicate the effectiveness of the first step of the procedures outlined in the act that it shall be the duty of carriers and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules and working conditions.

In the event that the parties do not settle their problem in direct negotiations either party may request the services of the National Mediation Board in settling the dispute or the Board may proffer its services to the parties. In the event this occurs the "status quo" continues in effect and the carrier shall not alter the rates of pay, rules, or working conditions. At this point the Board, through its mediation services, attempts to reconcile the differences between the parties so that a mutually acceptable solution to the problem may be found. The mediation function of the Board cannot be described as a routine process following a predetermined formula. Each case is singular and the procedure adopted must be fitted to the issue involved, the time and circumstances of the dispute, and personality of the representatives of the parties. It is here that the skill of the mediator, based on extensive knowledge of the problems in the industries served, and the accumulated experience the Board has acquired is put to the

test. In mediation the Board does not decide how the issue between the parties must be settled, but it attempts to lead the parties through an examination of facts and alternative considerations which will terminate in an agreement acceptable to the parties. In the past 25 years almost 6,000 mediation cases have been disposed of through the services of the Board.

When the best efforts of the Board have been exhausted without a settlement of the issue in dispute the law requires that the Board urge the parties to submit the dispute to arbitration for final and binding settlement. This is not compulsory arbitration but a freely accepted procedure by the parties which will conclusively dispose of the issue at hand. The parties are not required to accept the arbitration procedure; one or both parties may decline to utilize this method of disposing of the dispute. But if the parties do accept this method of terminating the issue the act provides in sections 7, 8, and 9 a comprehensive arrangement by which the arbitration proceedings are conducted.

The Board has always felt that arbitration should be used by the parties more frequently in disposing of disputes which have not been settled in mediation. Over the past 25 years 249 disputes have been disposed of in this manner. In some instances arbitrations have disposed of industrywide controversies.

In the event that mediation fails and the parties refuse to arbitrate their differences the Board notifies both parties in writing that its mediatory efforts have failed and for 30 days thereafter, unless in the intervening period the parties agree to arbitration, or an emergency board shall be created under section 10 of the Act, no change shall be made in the rates of pay, rules, or working conditions or established practices in effect prior to the time the dispute arose.

At this point it should be noted that the provisions of section 5 of the act permit the Board to proffer its services in case any labor emergency is found to exist at any time. The Board under this section of the act is able under its own motion to promptly communicate with the parties when advised of any labor conflict which threatens a carrier's operations and use its best efforts, by mediation, to assist the parties in resolving the dispute. The Board has found that this section of the act is most helpful in averting what otherwise might become serious problems.

The final step in the handling of major disputes is not one which is automatically invoked when mediation is unsuccessful. Section 10 of the act pertaining to the establishment of Emergency Boards provides that if a dispute has not been settled by the parties after the various provisions of the act have been applied and if, in the judgment of the National Mediation Board, the dispute threatens substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the President shall be notified, who may thereupon, in his discretion, create a Board to investigate and report respecting such dispute. The law provides that the Board shall be composed of such number of persons as seems desirable to the President. Generally, a Board of three is appointed to investigate the dispute and report thereon. The report must be submitted within 30 days from the date of appointment and for that period and thirty days after, no change shall be made by the parties to the controversy in the conditions out of which

the dispute arose. This latter period permits the parties to consider the report of the Board as a basis for settling the dispute.

During the 25 years the National Mediation Board has been in existence 125 Emergency Boards have been created. In most instances the recommendations of the Boards have been accepted by the parties as a basis for resolving their disputes without resorting to a final test of economic strength. In other instances, the period of conflict has been shortened by the recommendations of the Boards which have narrowed the area of disagreement between the parties and clarified the issues in dispute.

In the early days of World War II, the standard railway labor organizations, as represented by the Railway Labor Executives Association, and the carriers agreed that there should be no strikes or lockouts and that all disputes would be settled by peaceful means. The procedure under the Railway Labor Act presupposes strike ballots and the fixing of strike dates as necessary preliminaries to any threatened interruption to interstate commerce and the appointment of an Emergency Board by the President. The Railway Labor Executives Association suggested certain supplements to the procedures of the act for the peaceful settlement of all disputes between carriers and their employees for the duration of the war. As a result of these suggestions the National Railway Labor Panel was created by Executive Order 9172, May 22, 1942. The order provided for a panel of nine members appointed by the President. The order provided that if a dispute concerning changes in rates of pay, rules, or working conditions was not settled under the provisions of sections 5, 6, 7, 8, or 9 of the Railway Labor Act, the duly authorized representatives of the employees involved could notify the chairman of the panel of the failure of the parties to adjust the dispute. If, in his judgment the dispute was such that if unadjusted even in the absence of a strike vote it would interfere with the prosecution of the war, the chairman was empowered by order to select from the panel three members to serve as an Emergency Board to investigate the dispute and report to the President.

The National Railway Labor Panel operated from May 22, 1942, to August 11, 1947, when it was discontinued by Executive Order 9883. During the period of its existence the panel provided 58 Emergency Boards. Except for a few cases, the recommendations of these Boards were accepted by the parties in settlement of dispute.

Minor Disputes

Agreements made in accordance with the procedure outlined above for handling major disputes provide the basis on which the day to day relationship between labor and management in the industries served by the Railway Labor Act are governed. In the application of these agreements to specific factual situations disputes frequently arise as to the meaning and intent of the agreement. These are called minor disputes.

The 1926 act provided that carriers or groups of carriers and their employees would agree to the establishment of Boards of Adjustment composed equally of representatives of labor and management to resolve disputes arising out of interpretation of agreements. The failure on the part of the parties to agree to establish Boards of Adjustment negated the intent of this provision of the law.

In 1934 the Railway Labor Act was amended so as to establish a

positive procedure for handling minor disputes. Under the amended law grievances or claims that the existing employment agreement have been violated are first handled under the established procedure outlined in the agreement and if not disposed of by this method they may be submitted for a final decision to the Adjustment Board. The act states that these disputes "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 National Railroad Adjustment Board with a full statement of facts and all supporting data bearing upon the dispute."

The Adjustment Board is composed of equal representation of labor and management who if they cannot dispose of the dispute may select a neutral referee to sit with them and break the tie or in the event they cannot agree upon the referee the act provides that the National Mediation Board shall appoint a referee to sit with them and dispose of the dispute. The Supreme Court has stated that the provisions dealing with the Adjustment Board were to be considered as compulsory arbitration in this limited field. (*Brotherhood of Railroad Trainmen v. Chicago River and Indiana Railroad Co.*, 353 U.S. 30.)

Summary

As will be seen from the foregoing outline, the Railway Labor Act provides a comprehensive system for the settlement of labor disputes in the railroad and airline industries. The various principles and procedures of that system were incorporated in it only after they had proved effective and necessary by experience under previous statutes. The statute is based on the principle that when a dispute involves the making or changing of a collective-bargaining agreement under which the parties must live and work, an agreed upon solution is more desirable than one imposed by decision. This principle preserves the freedom of contract in conformity with the freedom inherent in our system of government.

In the first annual report of the National Mediation Board for the fiscal year ending June 30, 1935, it was stated:

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

The design of the act is to place on the parties to any dispute of this character the responsibility to weigh and consider the merit and practicality of their proposals and to hear and consider opposing views and offers of compromise and adjustment—and time to reflect on the consequences to their own interest and the interest of the public of any other course than a peaceful solution of their problems.

Procedures in themselves do not guarantee mechanical simplicity in disposing of industrial disputes, which the Supreme Court of the United States has aptly described as "a subject highly charged with emotion." Good faith efforts of the parties and a will to solve their

own problems is an essential ingredient to the maintenance of peaceful relations and uninterrupted service.

As with any system or plan which seeks to retain freedom of contract and the right to resort to economic force, there have been periods of crises under the act, but in the aggregate, the system has worked well—it has settled large numbers of disputes both at the local and national level with a minimum of disturbance to the public.

It cannot, however, be overemphasized that whatever the success that has been achieved in maintaining industrial peace in the industries served by the Railway Labor Act has resulted from the cooperation of carriers and organizations in solving their own problems. The future success of the law depends upon continued respect for the processes of free collective bargaining.

Strikes and Threatened Strikes

During the fiscal year ending June 30, 1959, actual work stoppages on the railroads and airlines which received handling by the Board totaled 12, 9 of which were on airlines and the remaining 3 involved rail carriers or related facilities. In several other instances, strikes of a day or less duration occurred on both air and rail carriers. These however, were disposed of 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 appendixes.

Divided into main categories, the following tabulation shows the principal causes of the 12 strikes which took place during the fiscal year.

<i>Rail carriers</i>	
Wage requests.....	1
Wages and rules requests.....	1
Rules dispute.....	1
<i>Air carriers</i>	
Wages and rules requests.....	8
Working conditions.....	1

Strikes on Rail Carriers

Only one of the strikes on rail carriers involved major transportation facilities; i.e., the marine operations of 10 trunkline rail carriers in New York Harbor. The dispute which led to this strike is summarized below. The short duration of the strike and the steps taken by the carriers to maintain service by rerouting traffic, etc., served to reduce adverse effects on the movement of traffic.

The other two strikes involving rail facilities, occurred on very small operations, with only minor adverse effects on the service provided.

To a large degree, freedom from strikes or work stoppages in the railroad industry undoubtedly stemmed from 3-year-term wage and rules settlement agreements, extending until November 1, 1959, between railroad employees and the major trunkline rail carriers and other important rail facilities. Moratorium provisions in these agreements placed certain restrictions on the parties with respect to initiating or progressing demands for changes in the wage and rules provisions of the existing collective-bargaining agreements during

the moratorium period. This served to curtail proposals for changes in the agreements during the fiscal year and consequently to reduce the occasions for controversies to arise.

A summary of the three strikes involving rail carriers follows:

FILE C-2925—*Transport Workers Union of America et al. and the Baltimore and Ohio Railroad Co. et al.*

A 5-day strike occurred among railroad marine employees represented by the Transport Workers Union of America, the Railroad Marine Union, and the United Marine Workers Division of District 50, United Mine Workers of America, employed by the Baltimore & Ohio Railroad Co., the Bush Terminal Railroad Co., the Central Railroad of New Jersey, the Lehigh Valley Railroad Co., the New York Central System, the New York, New Haven & Hartford Railroad Co., the Pennsylvania Railroad Co., the Erie Railroad, the Delaware, Lackawanna & Western Railroad Co., and the Long Island Railroad Co.

The carriers posted notices on June 10, 1959, advising that all positions as firemen, oilers, or oiler firemen (approximately 125 jobs) on tugs using diesel power would be abolished at 12.01 a.m., June 15, 1959.

The strike began on June 15, 1959, by employees represented by the above listed unions. Other organizations respected the picket lines. The Board assigned a mediator to assist the parties in this controversy. The carriers prayed for an injunction before the United States District Court, Southern District of New York. That court ordered a status quo with respect to the abolished jobs effective June 20, 1959, and enjoined the strike until all procedures and practices of the act have been completed and exhausted. The matter is still before the courts.

Although the strike greatly curtailed the marine activities of these carriers, nevertheless, service was maintained by rerouting the traffic.

CASE A-5829—*Pennsylvania-Ontario Transportation Co. and the United Steelworkers of America.*

A strike of 35 days' duration by 33 nonlicensed personnel of a railroad car ferry in a dispute concerning the terms and conditions of a new agreement.

The car ferry SS *Ashtabula* transports railroad cars across Lake Erie between Ashtabula, Ohio, and Port Berwick, Ontario. The organization served notice on the carrier on May 15, 1958, of their intention to negotiate a new agreement. Conferences were held during which the organization presented its proposal containing 23 items including a wage increase of 15 cents an hour, 2 additional holidays, and increased vacation allowances.

The carrier countered with a proposal to reduce wages by 10 percent. Direct negotiations between the parties failed to settle the dispute and a work stoppage followed on July 17, 1958.

Although the strike prevented the car ferry from performing its customary service, it did not materially affect railroad service as freight was rerouted.

The mediation services of the Board were invoked and settlement terms were reached by the parties on August 20, 1958, during mediation proceedings.

A strike of 99 days' duration by three maintenance-of-way employees represented by the above organization occurred on this small transfer rail line at Kenilworth, N.J., commencing January 1, 1959, but did not curtail the service furnished by the carrier.

The strike followed failure of negotiations between the parties for an adjustment in wages requested by the organization. Settlement of the dispute was reached on April 8, 1959, during mediation proceedings.

Strikes on Air Carriers

In contrast to the freedom from serious interruption to transportation services which prevailed in the railroad industry during the fiscal year, the airlines experienced a series of strikes of prolonged duration. Four major air carriers—Capital, Trans-World, Eastern, and American Airlines—suffered strikes which caused complete cessation of operations of these carriers.

Before these strikes took place, all of the procedures of the act, i.e., mediation, proffer of arbitration, and emergency board proceedings had been applied to these disputes without effecting settlements.

In the dispute which led to the strikes on Eastern Airlines by the flight engineers and on American Airlines by the pilots, the anticipated introduction into service of new types of equipment—faster and larger turboprop and turbojet aircraft—posed complex problems with respect to "cockpit" crew complement, wage scales, and other contract rules to be applicable to the operation of such equipment.

In the dispute which led to the strikes on Capital, Trans-World, and Eastern Airlines by employees represented by the International Association of Machinists, wage rates for a new contract period presented highly controversial issues. However, a number of other unresolved issues relating to changes in working rules and other collective-bargaining contract provisions contributed to the difficulties in reaching settlement.

All of these disputes were eventually settled and service restored, but not without considerable inconvenience and hardship to the public due to the curtailment of air transport service during the period of these strikes.

The other five airlines on which strikes occurred during the fiscal year were local or "feeder" lines or relatively small operations. In practically all of these instances, the carriers were able to maintain normal operations.

A summary of the strikes involving airlines follows:

CASE A-5642—*International Association of Machinists and Capital Airlines, Inc.*

A strike of 37 days' duration occurred on this major air carrier, commencing October 14, 1958, and continued until November 23, 1958.

The dispute which led to the strike by airline mechanics and other employees represented by the above organization had been the subject of Emergency Board (122) hearings and report, along with similar disputes between the Association and five other major air carriers, as outlined in chapter V of this report.

The issues involved related to proposals of both parties for changes in their collective-bargaining contract, covering wages and working rules.

The recommendations of the Emergency Board for the settlement of this dispute were not accepted by the Association and the employees engaged in a strike to enforce their demands, particularly to secure a greater wage increase than recommended by the Emergency Board.

During the course of the strike the National Mediation Board continued its efforts to assist the parties in working out their differences. Settlement terms were finally reached between the parties terminating the strike and the carrier resumed operations.

CASE A-5613—*Trans World Airlines, Inc., and International Association of Machinists.*

A strike of 13 days' duration occurred on this major air carrier, commencing November 21, 1958, and continuing until December 3, 1958.

The dispute which led to the strike by airline mechanics and other employees represented by IAM had been the subject of Emergency Board (122) hearings and report, along with similar disputes between the Association and five other major air carriers, as outlined in chapter V of this report.

The issues involved related to proposals of both parties for changes in their collective-bargaining contract, covering wages and working rules.

The recommendations of the Emergency Board for the settlement of this dispute were not accepted by the Association and the employees engaged in a strike to enforce their demands, particularly to secure greater wage increases than recommended by the Emergency Board.

During the course of the strike the National Mediation Board continued its efforts to assist the parties in working out their differences. A settlement was reached during these mediation proceedings, following which the carrier resumed operations.

CASE A-5612—*Flight Engineers International Association, EAL Chapter, and Eastern Airlines, Inc.*

CASE A-5599—*International Association of Machinists and Eastern Airlines, Inc.*

A strike of 38 days' duration occurred on this major air carrier, commencing November 24, 1958, and continuing until December 31, 1958.

The dispute which led to the strike by the flight engineers had been the subject of Emergency Board (120) hearings and report to the President, as outlined in chapter V of this report.

Negotiations between the parties over revision and renewal of the pay structure and other collective-bargaining contract provisions were complicated by a jurisdictional dispute between the Association representing the flight engineers and the Association representing the pilots relating to the qualifications requirements of the occupant of the "third seat in the cockpit."

The flight engineers rejected the Emergency Board's recommendation for the settlement of the dispute. The Emergency Board had recommended with respect to the crew complement issue, "that flight engineers who were to serve on jet aircraft when introduced into service should have certain minimum pilot qualifications in addition to required flight engineer's qualifications." The carrier, however, indicated acceptance of the Board's recommendation on the crew complement issue as a basis for resolving the dispute, but the flight engineers refused to accede to the carrier's request to acquire basic pilot

qualifications to be eligible to serve as flight engineers on jet aircraft and a strike resulted.

Simultaneously with the strike of the flight engineers, the airline mechanics and other employees represented by the International Association of Machinists also engaged in a strike because of an unsettled dispute involving proposals of this Association for increases in wages and improvement in provisions of the collective-bargaining agreement relating to working conditions.

This dispute also had been the subject of Emergency Board (122) hearings and report, along with disputes between the Association and five other major air carriers as outlined in chapter V of this report.

Settlement of this dispute was later reached but the mechanics respected the picket lines maintained by the flight engineers.

Final settlement of the dispute involving the flight engineers was reached on December 31, 1958, and the carrier resumed operations.

A-5567—American Airlines, Inc., and Air Line Pilots Association

A strike of 24 days' duration occurred on this major air carrier, commencing December 19, 1958, and continuing until January 11, 1959.

The dispute which led to the strike by the pilots represented by the Association had been the subject of Emergency Board (124) hearings and report, as outlined in chapter V of this report.

The Board found that a controversy between the parties over the question as to whether or not the negotiations (involving proposals of both parties for adjustment in the pay scale and changes in other provisions of the collective-bargaining agreement between the parties) should be confined to present piston-powered equipment or also include turbine-powered equipment shortly to be introduced into service had prevented any constructive consideration by the parties of the issues relating to wages and other contract provisions.

The Emergency Board's report to the President in this instance did not contain any recommendations for the settlement of the specific issues in the dispute. It did, however, issue rulings designed to settle the controversy between the parties as to procedure by clarifying the scope of the negotiations and recommended that the parties resume direct negotiations and assume their responsibilities under the act to endeavor by good faith bargaining efforts to resolve issues relating to both types of equipment.

In line with the Board's recommendation, the parties resumed direct negotiations. These negotiations, however, failed to resolve the wages and rules issues between the parties and the pilots engaged in a strike.

During the course of the strike the National Mediation Board continued its efforts to assist the parties in working out their differences. A settlement was finally reached during these mediation proceedings, following which the carrier resumed operations.

Transport Workers Union of America and Pan American World Airways

An unauthorized strike of 4 days' duration resulting from a dispute relating to working conditions occurred among 1,500 maintenance workers employed by Pan American at the Guided Missiles Range, Cape Canaveral, Florida, from July 15, 1958, to July 19, 1958. The strike did not affect the other operations of the carrier.

The employees returned to work following agreement reached in direct negotiation disposing of the dispute.

A-5864—*Air Line Stewards and Stewardesses Association, International and Lake Central Airlines, Inc.*

A strike of 11 days' duration by flight attendants occurred on this midwest local or "feeder" air carrier following failure of direct negotiations, mediation, and a declination by the company to arbitrate the demands of the labor organization involving both wages and rule changes.

Throughout the strike service was maintained. The parties reentered direct negotiations and a settlement was reached on December 4, 1958.

A-5826—*International Association of Machinists and West Coast Airlines, Inc.*

A strike of 4 days' duration occurred on this air carrier, which operates in the Pacific Northwest, involving 86 mechanics and stock clerks. The strike required the carrier to operate on curtailed schedule.

The dispute involved proposals of both parties for changes in the collective-bargaining agreement pertaining to rates of pay, rules, and working conditions.

The parties failed to settle the dispute in direct negotiation. Mediation was unsuccessful and the Board's proffer of arbitration was declined by the union. Consequently, the Board on August 19, 1958, advised the parties that it had exhausted its efforts in attempting to settle the controversy.

Further direct negotiations between the parties proved unproductive and the employees involved engaged in a strike from November 21-24, 1958, on which latter date an agreement was reached settling the dispute.

A-6047—*Transport Workers Union of America and Linea Aeropostal Venezolana Airline.*

A strike of 26 days' duration commencing May 6, 1959, by clerical employees and flight dispatchers at the New York and Miami terminals of this foreign air carrier operating between South America and the above points in the United States. Operations of the carrier were continued on a limited basis during the work stoppage.

The strike followed failure of the parties to reach agreement on terms for an initial collective-bargaining contract covering rates of pay, rules, and working conditions of the employees involved.

The dispute was finally disposed of through mediation proceedings.

A-5959—*Air Line Dispatchers Association and Pacific Air Lines, Inc.*

A 3-day strike by 10 dispatchers occurred on this Pacific Coast feeder line, following failure of direct negotiations, mediation, and declination by both parties to submit the dispute to arbitration. The dispute involved both wages and rules. Service was maintained throughout the strike. The parties resumed direct negotiations and an agreement was concluded on June 8, 1959, which terminated the strike.

During the fiscal year reports to the President were issued by six Emergency Boards, as outlined in chapter V of this report. Five of these Boards were created by Executive orders issued during the latter part of the preceding fiscal year, but reports by these boards were not issued until the early part of the present fiscal year. The other Emergency Board (125) was created on April 22, 1959, as a result of a threatened strike against Pan American World Airways by employees represented by the Transport Workers Union of Amer-

ica, and issued its report to the President on June 15, 1959. Subsequently the organization renewed its strike threat. However, the strike was averted when an agreement was reached by the parties with the assistance of a mediator. The issues involved in this dispute related to proposals covering wages and working rules applicable to "flight service personnel" employed on jet aircraft introduced by the carrier on certain of its routes.

The Board is pleased to note a further decline during the past fiscal year in the number of emergency situations created by threats of strike necessitating proffer of its services under section 5, first (b), of the act. In these instances, strike threats occurred following breakdown of negotiations and before the services of the Board were invoked. Usually in such cases, the organization will postpone strike action pending mediatory efforts by the Board. In most instances during the past fiscal year, these emergency situations were disposed of by settlements arrived at with the assistance of a mediator. Several of these disputes were submitted to Special Boards of Adjustment for final disposition with the aid of a neutral arbitrator. This decline in emergency situations may be attributed to several factors: (1) "Pattern settlement" contracts in the railroad industry extending until October 31, 1959, with moratorium provisions, have tended to reduce new collective-bargaining proposals; (2) clarification as to the requirements of certain procedures of the act by recent court decisions, particularly with respect to the handling of "minor" disputes; (3) increased understanding as to the procedures of the act and disposition of the representatives to avail themselves of the methods provided for the settlement of disputes.

During the past several years, there have been emergency requests for the services of the Board by representatives of employees, in connection with disputes arising from changes made or intended to be made by rail carriers in the methods of work performance by employees. Generally, these requests indicate threatened strike action. Some of these changes result from development of new and improved machines to handle clerical, communications, and other operational functions. In other instances the change may involve assignments of individual employees or crews in road passenger or freight service, relocation of the point for going on and off duty in yard service, reduction of the number of employees through consolidations of facilities, and similar changes. In some cases, threats of strike have occurred in an effort to forestall the change and the Board has found it necessary to proffer its mediatory services on an emergency basis.

In general, disputes of this nature are described by the representative of the employees as "a unilateral change by carrier in the working conditions of employees, without serving notice or conducting negotiations under section 6 of the act." Usually a demand is made by the employee representative, that the carrier maintain the "status quo"; i.e., withhold making the change in working conditions, or restore the conditions if the change has already been made, until the dispute has been acted upon by the National Mediation Board.

Inquiry into these situations reveals usually a difference between the parties as to the interpretation of the employment agreement and intent of section 6 of the act. Section 6 of the act reads as follows:

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 receipt of said notice, and said time shall be within the thirty days provided in the notice. 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.

The carrier generally will take the position that the act does not require notice, conference, and other procedures thereunder with representatives of the employees prior to making changes in every type of working condition, but has application only to those working conditions incorporated in written rules which have been made part of the collective-bargaining agreement with the representative of employees and by which the carrier has expressly restricted or limited its authority to direct the manner in which certain services shall be rendered by its employees. In other words, the carrier will contend that section 6 of the act, applies only when a "change in agreements" affecting rates of pay, rules, or working conditions is intended, and that the particular change in working conditions or method of performing certain work by employees now under consideration or involved in the dispute does not constitute an agreement change.

In cases where strike threats occur in disputes of this nature, the Board will call attention of the parties to section 6 of the act. The responsibility for observance of the act and compliance with the employment agreement, rests with the parties.

Frequently, the Board finds it necessary to assign a mediator to confer with the parties and develop detailed information to determine the type of dispute involved and the proper procedure under the act for its disposition. In many cases a mutually satisfactory settlement of the dispute is effected during these informal conferences. However, in several instances during the past fiscal year strike action has been taken or threatened in disputes of this nature, which resulted in carriers instituting court action to enjoin the strike on the basis that the disputes were within the category of "minor disputes" and hence subject to the jurisdiction of the National Railroad Adjustment Board for determination.

It should be noted that emergency situations created by threat of strike prior to invoking the services of the Board are the exception rather than the rule, as the vast majority of disputes are progressed by the parties through the usual procedures of the act, and in most instances are disposed of without resort to strike pressure.

ITEMS OF SPECIAL INTEREST

As mentioned in the preceding Annual Report, during the latter part of 1956 and the early part of 1957, agreements extending for a 3-year term, or until October 31, 1959, were entered into between all of the Standard Railway Labor Organizations, representing practically all of the operating and nonoperating employees of the major railroads of the country and the Eastern, Western, and Southeastern Carriers' Conference Committees, representing the carriers.

All of these agreements provided for an initial wage increase in basic rates of pay, effective November 1, 1956, and additional specified basic wage increases on November 1, 1957, and November 1, 1958.

In addition, all agreements contained a so-called escalator cost-of-living clause, providing for 1 cent per hour, pay adjustments for each half point change in the Consumers' Price Index, compiled by the Bureau of Labor Statistics of the Department of Labor. Pay adjustments, if any, were to be made semiannually on May 1 and November 1 of each succeeding year following the effective dates of the agreements based on the Consumers' Price Index figure published for the months of March and September preceding the pay adjustment dates. The Index figure for September 1956 of 117.1 was adopted as the base for determining pay adjustments.

Pay adjustments based on these agreements (as of Nov. 1, 1959) have been as follows:

Base month for determining pay adjustments	BLS CP Index	Pay adjustment date	Amount, cents per hr increase
March 1957.....	118.9	May 1, 1957	3
September 1957.....	121.1	Nov. 1, 1957	5
March 1958.....	123.3	May 1, 1958	4
September 1958.....	123.7	Nov. 1, 1958	1
March 1959.....	123.7	May 1, 1959	0
September 1959.....	125.2	Nov. 1, 1959	3
Total.....			16

During the fiscal year, requests pursuant to section 5, second, of the act were filed with the Board in several instances for interpretations in connection with the moratorium provisions contained in the National Settlement Mediation Agreement of November 1, 1956, between Eleven Cooperating Railway Labor Organizations and carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees. After conducting hearings on the issues involved, the Board rendered decisions as follows:

Interpretation No. 72, issued January 14, 1959, involved disputes between the Brotherhood of Maintenance of Way Employes and certain major rail carriers of the country, The Order of Railroad Telegraphers and the Minneapolis & St. Louis Railway Co., and Employes' National Conference Committee, Eleven Cooperating Railway Labor Organizations and the Southern Railway System, Employes' National Conference Committees, Eleven Cooperating Railway Labor Organizations and the Missouri-Kansas-Texas Railroad and the Missouri-Kansas-Texas Railroad of Texas.

The organization had served requests on the carriers involved to amend their respective collective-bargaining agreements to include new provisions outlined in the proposals of the organizations. As a result of these proposals, a controversy arose between the parties on the specific issue presented for interpretation, i.e., whether or not the moratorium provisions of the mediation agreement of November 1, 1956, between the parties barred the serving and progression of notices dealing with "stabilization of employment."

In its interpretation the Board concluded:

that it was the intention of the parties to enter into negotiations on proper notices served under paragraph (e) of Article VI of the Mediation Agreement of November 1, 1956 * * *.

Mediation proceedings were subsequently conducted by the Board in one of the disputes included in the above interpretation (Brotherhood of Maintenance of Way Employes and certain major rail carriers

of the country, Case A-5987) which resulted in an agreement being reached on October 7, 1959, disposing of the dispute.

Interpretation No. 82, issued November 13, 1959, involved a dispute between Employees' National Conference Committee, Eleven Co-operating Railway Labor Organizations and the Eastern, Western, and Southeastern Carriers' Conference Committees. The issue presented to the Board for decision, related to a contention by the carriers, that the proposal of the organizations to the carriers under date of May 29, 1959, for increases in vacation and paid holiday allowances was prematurely served in view of the moratorium provisions of the mediation agreement of November 1, 1956 between the parties.

In its interpretation the Board concluded :

that any notice requesting a change in existing agreements dealing with vacation or compensated holidays, which sought an effective date after November 1, 1959, was not subject to challenge, in view of the specific language contained in the agreement.

September 3, 1958, the Secretary of Labor in a proceeding under section 3, first (f), of the act determined that the claim of the United Railroad Operating Crafts that it is national in scope was without merit.

This matter came before the Secretary on the claim of the United Railroad Operating Crafts that it was entitled to participate in the selection and designation of the labor members of the National Railroad Adjustment Board under the provisions of the Railway Labor Act.

By the terms of section 3, first (a), of the Railway Labor Act, a labor organization is entitled to participate in the selection of the labor members of the National Railroad Adjustment Board if it is national in scope and organized in accordance with the provisions of section 2 of the act.

The decision of the Secretary stated in part :

As has been said before, the Railway Labor Act does not define the phrase "national in scope" nor prescribe any specific standards or tests for its interpretation. The limited legislative history regarding this phrase indicates that a union organized within a single company or carrier in one State would not be "national in scope" within the meaning of the act. Congressional discussion of the phrase also indicates that a general dissemination of membership throughout the country would be essential to the recognition of a qualified status. These references in the legislative history are not to be interpreted to mean that a union acquires the status of national in scope merely by having more than one contract with more than one employer in more than one State, with a dissemination of membership, no matter how thinly dispersed. If such references were to be interpreted as drawing a decisive or definitive line between those railway unions which are national in scope and those which are not, there would have been scant necessity for Congress to establish an administrative process for the investigation and determination of claims to a readily apparent status.

No fixed or rigid criteria can be formulated and applied in considering whether a claim to national-in-scope status has merit. In this case, as my predecessors did, I have considered a number of factors, no one of which can be deemed controlling, such as the claimant organization's numerical membership, the geographical distribution of its membership, including the depth as well as the range of distribution, the degree of influence in collective bargaining, and the relative position of the organization in the railroad industry.

October 20, 1958, six major airlines, American Airlines, Inc., Capital Airlines, Inc., Eastern Air Lines, Inc., Pan American World Airways, Inc., Trans World Airlines, Inc., and United Air Lines, Inc., announced the signing of a mutual aid agreement which purported to provide financial assistance among the parties in the event any of the

signatories suffered a strike, forcing suspension of flight operations, which had been called for reasons which include the enforcement of demands in excess of or opposed to the recommendations of an Emergency Board applicable to the party or called before the employees on strike exhausted the procedures of the Railway Labor Act or which is otherwise unlawful. The mutual aid agreement was filed with the Civil Aeronautics Board who after hearing decided May 20, 1959, Docket No. 9977, on the basis of the record and after giving due consideration to the standards contained in the Federal Aviation Act and the Railway Labor Act that the agreement was not adverse to the public interest or in violation of the act and, accordingly, approved subject to certain conditions. One member of the Civil Aeronautics Board dissented.

A plan was being considered by the Nation's railroads whereby they would adopt a service interruption insurance policy that would protect the carriers against losses resulting from work stoppages.

Three cases of interest involving the Railway Labor Act are now awaiting review by the Supreme Court of the United States. Two of these cases (*The Order of Railroad Telegraphers vs. Chicago and Northwestern Ry. Co.* (USCA 7; 264 F. 2d 254, March 13, 1959) and *Brotherhood of Locomotive Engineers vs. Missouri-Kansas-Texas Railroad Co.* (USCA 5; 266 F. 2d 335, April 20, 1959) involve questions relating to the scope of mandatory bargaining and the propriety of Federal court injunctions in railway labor disputes. The other (decision of the Supreme Court of Georgia in the case of *International Association of Machinists, et al. vs. Street, et al.*, 108 S.E. 2d 796, May 8, 1959) involves the question of validity of section 2, eleventh (union shop provisions), in connection with the use of union dues for political and other purposes not related to collective-bargaining functions.

In the railroad industry, there has been a practice followed for many years by agreement between representatives of management and labor to conduct collective-bargaining negotiations of periodic wage and rules requests on an industrywide basis. These are generally referred to as concerted or national wage and rules movements.

In the initiation of such movements, the Standard Railway Labor Organizations representing practically all railroad employees on the major trunkline carriers and other important rail transportation facilities will serve proposals on the individual carriers throughout the country. These proposals also include a request that if the proposals are not settled on the individual property, the carrier join with other carriers receiving a like proposal, in authorizing a Carriers' Conference Committee to represent it in handling the matter in negotiations at the national level.

Conversely, counterproposals or new proposals for wage adjustments or revision of collective-bargaining contract rules, which the railroads desire to progress for negotiations at the national level, are served by the officials of the individual carriers on the local representatives of labor organizations involved.

When the parties are agreeable to negotiate on a national basis, three Regional Carriers' Conference Committees are usually established with authority to represent the principal carriers in the Eastern, Western, and Southeastern Territories. The employees involved are

represented by National Conference Committees established by the labor organizations.

Generally, eleven Standard Railway Labor Organizations, representing the vast majority of nonoperating employees (those not directly involved in the movement of trains, such as shop crafts, maintenance-of-way and signal forces, clerical and communication employees), jointly progress a uniform national wage and rules movement.

Other organizations representing certain nonoperating employees, such as yardmasters and train dispatchers generally progress their national wage and rules movements separately, although at times in the past, they have joined with the larger group of Standard Railway Labor Organizations representing nonoperating employees.

The five labor organizations representing practically all the major railroads' operating employees (those engaged directly in the movement of trains, such as locomotive engineers, locomotive firemen, road conductors, road trainmen, and yardmen) progress their wages and rules proposals for national handling in the same manner but separately, as a general rule. In some instances, the proposals of these organizations will be substantially similar in the amount of wage increases or improvement in working conditions requested. In other instances in the past, there have been a variety of proposals by some of these organizations, differing particularly in the number and character of rules changes proposed. These instances have usually produced proposals by the carriers of a broad scope for changes in the wage structure and working rules, applicable to operating employees. The experience in national handling has been generally satisfactory when the requests are relatively uniform as to wages or involve only a few rules proposals. On the other hand numerous proposals for changes in rules, and those seeking substantial departure from existing rules, produce controversies extremely difficult to compose.

The benefit of negotiations, national in scope, is that when settlement is effected, it establishes a "pattern" for the entire industry, extending generally to all Class I carriers of the country. Other important rail transportation facilities and smaller carriers which do not participate actively in the national negotiations will, as a rule, adopt the same or similar pattern. Thus, a single negotiating proceeding, if successful, disposes of problems which otherwise would probably result in hundreds of serious disputes developing at the same time or closely following one another on the various railroads of the country.

The last national wage and rules movement between carriers and employees resulted in pattern settlements being reached during 1956-57. Moratorium provisions (placing certain restrictions on serving and progressing proposals for changes in wages and rules) contained in these agreements extend to November 1, 1959.

In preparation for negotiations for new industrywide wage and rule contract terms, proposals for various Standard Railway Labor Organizations have been made, some prior to the close of the present fiscal year ending June 30, 1959, and others have been made since that date. To these, the carriers have presented counterproposals. Additionally, proposals have been made by the carriers on all organizations representing the operating employees for revision of working rules dealing with the operation and manning of trains in all classes

of road service and yard service. In the following listing a brief outline of the principal points involved in these proposals is shown.

NATIONAL WAGE AND RULE MOVEMENTS—RAILROADS

The following is a tabulation of wage and rules change demands of various railroad labor organizations, representing both operating and nonoperating employees, which have been served on the principal carriers throughout the country since the last annual report. Proposals and counterproposals served by the carriers on various organizations are also listed. At the time of this writing all these notices are either being handled on a national basis, or requests for national handling have been made. Although many of these notices are dated subsequent to the close of the fiscal year covered by this report, nevertheless, they are included herein for informational purposes.

Party or parties serving notice	Subject
Eighteen Participating Railway Labor Organizations (both operating and nonoperating), Sept. 10, 1958.	Proposed rules encompassing the following subjects: time limit on claims and grievances, hiring practices, safety, health and sanitation, and accidents.
Brotherhood of Locomotive Engineers , Mar. 2, 1959.	Requesting existing cost-of-living allowances be made part of basic rates of pay, cost-of-living allowances be continued with a new base, a wage increase of 12 percent, and a similar increase for all arbitrary and special allowances.
Order of Railway Conductors and Brakemen , Mar. 2, 1959.	Requesting existing cost-of-living allowances be made part of the basic rates of pay, cost-of-living allowances to be continued with a new base, a wage increase of 12 percent, a similar increase for all arbitrary and special allowances, and increase the average basic rates for road conductors by 1.6 percent of the October 1956 rates.
Switchmen's Union of North America , Mar. 2, 1959.	Requesting existing cost-of-living allowances be made part of the basic rates of pay, cost-of-living allowances be continued on a new base, a wage increase of 12 percent, and a similar increase for all arbitrary and special allowances.
Brotherhood of Railroad Trainmen , Apr. 20, 1959.	Requesting existing cost-of-living allowances be made part of the basic rates of pay, cost-of-living allowances be continued on a new base, rates for certain yard employees increased 4 cents per hour, wage increase of 14 percent for all employees, similar increase in other methods of payment, and the preservation of existing money differentials.
Eleven Nonoperating Labor Organizations , May 29, 1959.	Requesting broadened vacation allowances and increase holiday benefits.
Carriers' counterproposal to Non-Ops.	Revision of vacation and holiday rules.
Brotherhood of Locomotive Firemen and Enginemen , June 15, 1959.	Requesting existing cost-of-living allowances be made part of the basic rates of pay and other methods of payment be increased proportionately, a wage increase of 14 percent, cost-of-living allowances be continued on a new base, established daily earnings minimum, and preservation of existing money differentials.
Carriers' notice served on the BLE, BLF & E, ORC & B, BRT, and SUNA.	Requesting decrease of all rates of pay and allowances by 15 cents per hour and to cancel the cost-of-living provisions contained in the various agreements.
Eleven Nonoperating Labor Organizations , Sept. 1, 1959.	Requesting improvements in the existing hospital, surgical and medical benefits insurance plan, free life insurance, cancellation of the cost-of-living agreement with allowances thereunder to be made part of the basic rates of pay, and an increase in wages of 25 cents per hour.
Carriers' counter proposal on Nonoperating Organizations , Sept. 21, 1959.	Requesting reduction of 15 cents per hour in rates of pay, cancellation of cost-of-living provisions, and to amend the health and welfare plan.
Railroad Yardmasters of America , Oct. 1, 1959.	Requesting cancellation of the cost-of-living agreement with allowances to be made part of the basic rates of pay, a wage increase of \$50 per month, improved vacation allowance, the carriers to provide a sick benefit insurance plan supplemental to the Railroad Unemployment Insurance Act, and improved holiday allowances.
The American Railway Supervisors' Association , Oct. 1, 1959.	Requesting wage increase of \$50 per month, improved vacation allowances, cancellation of cost-of-living agreement with allowances to be made part of basic rates of pay, improvement in holiday allowances, free life insurance, additional medical expense insurance to be paid by carriers, bonuses where carriers are presently allowing them to others, and a supplemental pension plan.
Carriers' Proposals served on the BLE, BLF & E, ORC & B, BRT, and SUNA , Nov. 2, 1959.	Requesting revision of rules pertaining to basis of pay, crew terminals for interdivisional and intradivisional runs, crew terminals, automatic release of crews at end of runs, switching by road and yard crews, the number of employees to be used in a train crew, use of engine, train or yard service employees on motor cars or self-propelled equipment, and the use of firemen or helpers on other than steam power in freight and yard service.

II. RECORD OF CASES

1. CASES HANDLED BY THE BOARD

The Railway Labor Act in its present form gives jurisdiction to the National Mediation Board of disputes of the three categories listed below:

(1) Representation.—Dispute among a craft or class of employees as to who will be their representative for the purpose of collective bargaining with their employer. (See sec. 2, ninth, of the act.)

(2) Mediation.—Disputes between carriers and their employees concerning the making of or changes of agreements concerning rates of pay, rules, or working conditions not adjusted by the parties in conference. (See sec. 5, first, of the act.)

(3) Interpretation.—Controversies arising over the meaning or the application of any agreement reached through mediation. (See sec. 5, second, of the act.)

These disputes will be more fully discussed elsewhere in this report.

The Board's services are invoked by the parties to a dispute, either separately or jointly, by the filing of an application on a form prescribed by the Board. Upon receipt of an application, it is promptly subjected to a preliminary investigation to develop or verify the required information. This procedure serves a twofold purpose: In many instances the preliminary investigation discloses that the application is not in proper form for docketing, thereby saving time and expense for all concerned by disposing of the matter before it is assigned for field investigation and, in other instances, this procedure clarifies obscure points before field assignment, thereby eliminating technicalities so that a mediator may devote his full time to handling the merits of the dispute. Both preliminary investigations and field investigations have also disclosed that applications for the Board's services have been filed in disputes properly referable to other tribunals authorized by the act, and therefore should not be docketed by this Board.

Since November 1955 the Board has been assigning an "E" number designation to cases wherein the Board's services have been proffered under the emergency provisions of section 5, first (b), of the act. During the fiscal year 1959, 27 "E" cases were docketed, making a total of 198 in less than a 5-year period. Many of these cases are not reflected in the statistics representing total cases docketed.

Another type of case which has been consuming an increasing amount of the Board's time—this is particularly applicable to the railroad industry—is the "C" number designation series. The "C" number is given to both representation and mediation applications when it is not readily apparent whether the application should be docketed. A majority of these cases are assigned to a mediator for

on-the-ground investigation to secure sufficient facts from those involved in order for the Board to decide whether the subject should be docketed or dismissed. The mediator's personal services have often aided the parties in agreeing on a satisfactory disposition without exhausting the formal procedures of the law. Therefore, such settlements are not reflected in the Board's tabulation of cases docketed and disposed of. During fiscal 1959, 141 "C" cases were handled by the Board, 87 of which required the assignment of a mediator and 4 required formal hearings. In the 25 years of the Board's existence it has handled more than 2,900 such cases.

It is apparent then that when in the following paragraphs we speak of total number of cases docketed we are speaking of formally docketed cases and not necessarily the total of services performed by the Board.

It is not uncommon, particularly in the railroad industry, for a case to represent a dispute between 15 unions and 200 railroads involving a score or more issues. The Board has in the past and will continue to consider such a dispute as one case when it is handled jointly on a national basis.

Table 1 reveals the total number of all cases docketed during fiscal year 1959 was 321. This represents a decrease of 86 cases as compared with the previous year. A decrease occurred both in the number of mediation cases docketed—229 cases docketed of this category in 1959 contrasted with 309 in fiscal year 1958, and in representation disputes—83 contrasted with 92 in fiscal 1958. However, nine interpretation cases were docketed in fiscal 1959 as compared to six in fiscal 1958, making an increase in this category.

The decrease in mediation cases is undoubtedly due to the moratorium provision contained in most railroad agreements which prevents changes in rules affecting money items until the moratorium expires November 1, 1959. Indications are that with the expiration of this moratorium agreement the Board's case load will materially increase during the next fiscal year.

The decline in representation cases is due principally to the fact that representation of railroad employees is practically complete, and the disputes now arising in that industry are mainly attempts to secure changes in existing representation. Representation in the airline industry, while still incomplete in all crafts and classes is being stabilized by the AFL-CIO no-raiding agreement.

2. DISPOSITION OF CASES

Table 1 further reveals that 248 mediation cases were disposed of during fiscal year 1959, as compared with 305 the previous year, making a total of 5,909 mediation cases disposed of during the 25-year period of the Board's operation. Railroads were involved in 165 of the cases disposed of, while the 83 remaining cases pertained to airlines. This represents a decrease of 63 railroad cases when compared with the previous year, while airline cases increased by 6 over the previous year. Railroads accounted for 67 percent of cases disposed of, whereas in the previous year they accounted for 78 percent.

As shown by table 3, 58 of the 88 representation cases disposed of involved railroads, and 30 involved airlines. The previous year railroads accounted for 75 of 104 representation cases. In percentage railroads accounted for 62 percent of representation cases in 1959 as compared with 72 percent of the previous year. The Board has disposed of 3,356 representation disputes in its 25 years of existence.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

A total of 13,375 employees were involved in the 88 representation cases disposed of by the Board. Table 5 shows that railroad train, engine, and yard service employees accounted for 32 cases involving 8,482 employees. Speaking in terms of percentages this group accounted for 36 percent of all cases and 62 percent of the total number of employees involved in representation disputes. Railroad marine service employees were parties in 9 cases having 901 employees involved.

In the air transport industry clerical and stock employees were involved in 8 representation cases, accounting for 2,593 of the total 3,036 airline employees involved in these disputes.

Table 4 reveals that train, engine, and yard service employees accounted for 96 of the 165 mediation cases in the railroad industry; pilots accounted for 19, clerical employees accounted for 13, mechanics and stewardesses accounted for 12 each of the total 83 mediation cases in the air transport industry.

4. RECORD OF MEDIATION CASES

During the fiscal year ending June 30, 1959, 229 mediation cases were docketed, a decrease of 80 from the previous year. These added to the 218 cases on hand at the beginning of the fiscal year make a total of 447 cases considered during the period. Table 1 shows a total of 248 cases were disposed of during the year, leaving 199 unresolved cases on hand at the end of the year.

Class I railroads were involved in 122 mediation cases, while switching and terminal railroads accounted for 19 cases of the total of 165 cases on rail carriers. The airline carriers were involved in 83 mediation cases, an increase of 6 cases over the total for the previous year.

One hundred sixty-two cases were settled by mediation agreements—74 of these on railroads, 56 on airlines. Seven arbitration agreements were completed, one railroad case and six airline cases. The parties withdrew their application for the services of the Board either before or during mediation in 23 cases. The Board dismissed 23 cases. In 33 cases either the carrier or employees, or both, refused to arbitrate the issue in controversy.

The major issues, as related in table 2, involve rates of pay and rules. Of 89 cases involving rates of pay, 20 were railroad and 69 airline. Sixty-six of these cases were settled by mediation agreements, 17 railroad and 49 airlines. Two cases were withdrawn, one railroad and one airline. Two railroad cases were closed on account of refusal to arbitrate and 10 airline cases were closed for the same reason. Three airline cases were dismissed.

One hundred and twenty cases involved rules changes, 108 railroad and 12 airline. Sixty-seven cases were settled by mediation agreements, 62 railroad and 5 airline; 1 railroad case and 1 airline case were closed based on an agreement to arbitrate; 18 were withdrawn, 17 railroad and 1 airline; 14 were closed on account parties refused to arbitrate, 13 railroad and 1 airline; and 19 cases were dismissed.

Ten cases dealing with new agreements were disposed of, 8 railroad and 2 airline; and 29 cases involving miscellaneous items were disposed of, all in the railroad industry.

5. ELECTIONS AND CERTIFICATION OF REPRESENTATIVES

Table 1 reveals that during the past fiscal year 83 new representation cases were docketed. This number added to the 17 on hand at the close of the previous year made a total of 100 cases considered during the period covered by this report. At the end of the fiscal year 12 cases were pending.

As seen from table 3, 79 of the 88 cases handled were disposed of by certification of a representative of the employees to the carrier. Six cases were withdrawn by the applicant organization and in three cases the Board dismissed the organization's application.

Railroads were involved in 58 of the cases disposed of by the Board. Certifications were issued in 53 cases involving 10,290 employees working in various crafts or classes.

In the airline industry 26 certifications were issued in 30 of the cases handled by the Board. These certifications covered 2,363 employees working in various crafts or classes.

Table 6 shows that 104 employees in the railroad industry acquired representation for the first time by virtue of the Board's certification, while 10,189 employees in that industry were involved in representation disputes that challenged the existing representation. Representation was changed in various crafts or classes involving 1,457 employees. On the other hand, representation was not changed as a result of the Board's investigation in crafts or classes involving 8,732 employees.

In the airline industry 462 employees acquired representation rights for the first time by virtue of the Board's certification. These figures, however, do not include the employees acquiring representation under consent elections handled under "C" designation files and therefore, not formally certified.

Representation was changed in airline crafts or classes involving 1,854 employees.

Of the total of 12,609 employees involved in the 88 representation disputes disposed of in both industries, initial representation was acquired for 566 employees. The remaining 12,043 employees were involved in disputes challenging the existing representation with the result of a change for 3,311 employees.

III. MEDIATION DISPUTES

The Railway Labor Act contemplates that the representatives of carriers and employees will exert every reasonable effort to make and maintain agreements. This imposes the duty upon both parties to meet promptly in conference in an effort to dispose of disputes affecting rules, wages, and working conditions. That this duty is recognized by the parties is shown by reference to chapter IV of this report which indicates that during the past fiscal year 1,233 revisions in agreements covering rates of pay, rules, and working conditions were made by the parties without the active assistance of the National Mediation Board.

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 which have not been settled in direct conference. Such 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. Care should be exercised in filling out the application to 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.

In many instances prompt docketing of applications for the Board's services under section 5, first, of the act is delayed because the required information is not furnished. Frequently, the Board is required to enter into correspondence with the parties to determine if, as required by law, the parties have endeavored to settle the dispute prior to requesting the mediation services of the Board. In other instances docketing of the application is delayed pending an investigation on the ground to determine technical questions as to the Board's jurisdiction in the dispute. Generally, these cases involve applications covering matters which in the first instance should have been referred to the National Railroad Adjustment Board. These delays are time consuming and in many instances require an investigation on the property by a mediator before a final decision as to the Board's jurisdiction can be made.

The instructions for filing application for mediation services of the Board call attention to the following provisions of the Railway Labor Act bearing directly on the procedures to be followed in handling disputes in which the services of the Board have been invoked. These instructions follow:

Item 1.—THE SPECIFIC QUESTION IN DISPUTE

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.

Item 2.—COMPLIANCE WITH RAILWAY LABOR ACT

Attention is directed to the following provisions of the Railway Labor Act bearing directly on the procedure to be followed in handling disputes and invoking the services of the National Mediation 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."

Section 5, first, also permits the Board to proffer its services in case any labor emergency is found to exist at any time. Threatened labor emergencies created by threats to use economic strength to settle issues in dispute without regard to the regular procedures of the act handicap the Board in assigning a mediator in an orderly manner to handle docketed cases. Cases in which the Board proffered its mediation services are assigned an "E" docket number. During the past fiscal year 27 cases were assigned in the "E" number series. In the same period 36 cases in this category were disposed of.

1. PROBLEMS IN MEDIATION

Experience has shown that agreements made between the carrier and labor organizations on a voluntary basis during the course of mediation create an atmosphere of mutual respect and understanding 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 minds has been achieved.

When the Board finds it impossible to bring about a settlement of any case by mediation it endeavors as required by section 5, first, of the act "to induce the parties to submit their controversy to arbitration." The provisions for such arbitration proceedings are given in section 7 of the act. Arbitration must be mutually desired and there is no compulsion on either party to agree to arbitrate. 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. If the parties do agree to arbitration 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 parties serving the same as well as in harmony with the basis upon which direct negotiations were conducted. The importance of having the specific question in dispute clearly stated in the application for the mediation services of the Board is especially apparent when mediation is unsuccessful and the parties agree to submit the question to arbitration. The Board firmly believes that more use should be made of the arbitration provisions of the act in settling disputes that cannot be disposed of in mediation.

In the handling of mediation cases the following situations constantly recur: One is the lack of sufficient and proper direct negotiations between the parties prior to invoking mediation. Failure to do this makes it necessary after a brief mediation session to recess mediation in order that further direct conferences may be held between the parties to cover preliminary data which should have been explored prior to invoking the services of the Board. In other instances prior to invoking the services of the Board, the parties have only met in brief session without a real effort to resolve the dispute or consideration of alternative approaches to the issues in dispute. Under such circumstances the parties do not have a thorough knowledge of the issues in controversy or the views of the other party. Here again the mediation handling of the case must be postponed while the parties spend time preparing basic data which should have been explored prior to invoking the services of the Board. Frequent recesses of this nature do not permit a prompt disposition of the dispute as anticipated by the act. Rather they create a climate of procrastination which frequently is climaxed by the creation of an emergency situation.

In other instances mediation proceeds for only a short time before it becomes apparent that the designated representative of one or both sides lacks the authority to negotiate the dispute to a conclusion. Part of this failure to cloak the representative with full authority to conclude a dispute is the practice of some organizations to make settlements only on the condition that they be ratified by the members of their organization. Mediation cannot proceed in an orderly fashion if the designated representatives do not have the authority to finally

decide issues as the dispute is handled. The Board has a reasonable right to expect that the representatives designated by the parties to negotiate through the mediator will have full authority to execute an agreement when one is reached through mediatory efforts.

The Board deplores the failure of the parties to cloak their representatives with the powers granted by the act to conduct negotiations to a conclusion. If this problem continues to increase it may be necessary for the Board to obtain positive assurances before it assigns a mediator to meet with the parties that the representatives of the parties have full power and authority to handle the dispute to a final conclusion.

The general duties of the act stipulate that all disputes between a carrier or carriers and its or their employees shall be considered and, if possible, decided with 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.

IV. REPRESENTATION DISPUTES

One of the general purposes of the act is stated as follows: "to provide for the complete independence of carriers and of employees in the manner of self-organization." To implement this purpose, the act places positive duties upon the carrier and the employees alike. Under the heading of "General Duties" paragraph third reads as follows:

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

The act makes no mention as to how carrier representatives are selected. In practice, however, the carrier's chief executive designates the person or persons authorized to act in behalf of the carrier for the purposes of the act.

However, the selection of the representative of the employees is much more complicated.

Paragraph fourth of general duties grants to the employees the right to organize and bargain collectively through representatives of their own choosing. And it goes on to say, "The majority of any craft or class of employees shall have the right to determine who shall be the representative of the craft or class for the purposes of the act." Congress, thereby, established the bargaining unit under the act to be a craft or class of employees. However, the act does not define the term "craft or class," and many disputes have been complicated by controversies over its meaning.

On August 13, 1937, the Board issued a determination of craft or class in case R-358, in the matter of representation of employees of The Delaware, Lackawanna & Western Railroad Co.—clerical, station and storehouse employees, in which it held:

When it became necessary for the Board to determine those eligible to participate in the selection of representative by the majority of the craft or class, the Board has been guided by these general principles:

(a) To follow, so far as practicable, the past practice in grouping of employees for representation purposes;

(b) To consider the nature of the employment, supervision, practicable lines of promotion and demotion, with accompanying seniority, to develop on the one hand protection of the employees from arbitrary action of management and a definite line of development of employees with a view to efficient operation;

(c) The public interest in preventing interruptions to commerce.

These principles are still considered in rendering determinations of craft or class.

To insure the employees of a free choice in naming their collective bargaining representative, paragraph fourth of the act further states that "No carrier, its officers or agents, shall deny or in any way question the right of its employees to join, organize, or assist in organizing the labor organization of their choice, and it shall be unlawful for any carrier to interfere in any way with the organization of its employees, or to use the funds of the carrier in maintaining or assisting or contributing to any labor organization, labor representative, or other agency of collective bargaining, or in performance of any work therefor, * * *." Section 2, tenth, provides a fine and imprisonment for the violation of this and other parts of section 2.

Section 2, ninth, of the act sets forth the duty of the Board in representation disputes. This provision makes it a statutory duty of the Board to investigate a representation dispute and to determine the representative of the employees. Thereafter the Board certifies the representative to the carrier, and the carrier is then obligated to deal with that representative.

The Board's services are invoked by the filing of Form NMB-3, "Application for Investigation of Representation Disputes," accompanied by sufficient evidence that a dispute exists. This evidence usually is in the form of authorization cards. These cards must have been signed by the individual employees within a 12-month period, and must authorize the applicant organization or individual to represent for the purpose of the Railway Labor Act the employees who signed the authorization cards.

In disputes where employees are already represented, the applicant must file authorization cards in support of the application from at least a majority of the craft or class of employees involved. In disputes where the employees are unrepresented, a showing of at least 35 percent authorization cards from the employees in the craft or class is required.

Upon receipt of an application by the Board a preliminary investigation is made to determine whether or not the application should be docketed and assigned to a mediator for an on-the-ground investigation. The preliminary investigation usually consists of an examination to determine if there is any question as to craft or class, if sufficient authorization cards accompanied the application, and to resolve any other procedural question before it is assigned to field handling. Once the application has been found in proper order it is docketed for field investigation.

Field investigation requires the compilation of a list of eligible employees and an individual check of the validity of the authorization cards. After receiving the mediator's report and all pertinent information the Board either dismisses the application or finds that a dispute exists which ordinarily necessitates an election.

Often the question arises as to who is a party to a representation dispute. The Board has consistently interpreted the second and third general purpose of the act along with section 2, first and third, to exclude the carrier as a party to section 2, ninth, disputes.

Nevertheless, the carrier is notified of every dispute affecting its employees and requested to furnish information to permit the Board to conduct an investigation. When a dispute is assigned to a mediator for field investigation the carrier is requested to name a representative to meet with the mediator and furnish him information required to

complete his assignment. This procedure is in accordance with the last sentence of section 2, ninth, reading:

The Board shall have access to and have power to make copies of the books and records of the carrier to obtain and utilize such information as may be deemed necessary by it to carry out the purposes and provisions of this paragraph.

In a dispute between two labor organizations, each seeking to represent the craft or class involved, the parties, obviously, are the two labor organizations. However, in a dispute where employees are seeking to designate a representative for the first time the dispute is between those who favor having a representative as opposed to those who are either indifferent or are opposed to having a representative for the purpose of the act. This is explained more fully in the determination issued in case R-2107.

Section 2, ninth, clearly states, "In the conduct of any election for the purposes herein indicated the Board shall designate who may participate in the election and establish the rules to govern the election." In practical application, however, the mediator endeavors to have the contending union representatives agree upon the list of eligible voters. In most instances, the parties do agree, but in a few cases where the parties cannot it is necessary for the Board to exercise its statutory authority and establish the voting list.

The act requires elections conducted by the Board to be by secret ballot and precautions are taken to insure secrecy. Furthermore, the Board affords every eligible voter an opportunity to cast a ballot. In elections conducted entirely by U.S. mail every person appearing on the eligible list is sent a ballot along with an instruction sheet explaining how to cast a secret ballot. In ballot box elections, eligible voters who cannot come to the polls are sent a ballot by U.S. mail. The tabulation of the ballots is delayed for a period of time sufficient for mail ballots to be cast and returned.

In elections where it is not possible to tabulate the ballots immediately, the ballots are mailed to a designated U.S. post office for safekeeping. At a prearranged time the mediator with the designated party representatives, if any, secures the ballots from the postmaster for tabulation.

If the polling of votes results in a valid election the results are certified to the carrier designating the name of the organization or individual authorized to represent the employees.

Rules and Regulations

The rules and regulations applying to representation disputes are set forth below.

1. *Run-off 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 run-off election shall be held forthwith, provided that a written request by an individual or organization entitled to appear on the run-off 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 run-off 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 run-off ballot, and no blank line on which voters may write in the name of any organization or individual will be provided on the run-off ballot.

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

2. 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.

3. 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.

4. Time limit on applications.

(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.

5. Necessary evidence of intervenor'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.

6. 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.

7. Construction of rules.

These Rules and Regulations shall be liberally construed to effectuate the purposes and provisions of the Act.

8. 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.

V. ARBITRATION AND EMERGENCY BOARDS

1. ARBITRATION BOARDS

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 the making or changing of collective-bargaining agreements 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 collective-bargaining agreements.

In essence, this procedure under the act is a voluntary undertaking by the parties by which they agree to submit their differences to an impartial arbitrator for final and binding decision to resolve the controversy.

Under section 5, first (b) of the act, provision is made that if the efforts of the National Mediation Board to bring about an amicable settlement of a dispute through mediation shall be unsuccessful, the Board shall at once endeavor to induce the parties to submit their controversy to arbitration, in accordance with the provisions of the Act.

Generally the practice of the Board, after it has exhausted its efforts to settle a dispute within its jurisdiction through mediation proceedings, is to address a formal written communication to the parties advising that its mediatory efforts have been unsuccessful. In this formal proffer of arbitration the parties are urged by the Board to submit the controversy to arbitration under the procedures provided by the act. In some instances through informal discussions during mediation, the parties will agree to arbitrate the dispute, without awaiting the formal proffer of the Board.

Under sections 7, 8 and 9 of the act, a well-defined procedure is outlined to fulfill the arbitration process. It should be understood that this is not "compulsory arbitration," as there is no requirement in the act to compel the parties to arbitrate under these sections of the act. However, the availability of this procedure for peacefully disposing of controversies between carriers and employees places a responsibility on the parties to give serious consideration to this method for resolving a dispute, especially in the light of the general duties imposed on the parties to accomplish the general purposes of the act and particularly the command of section 2, first:

It shall be the duty of all carriers, their officers, agents and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules and working conditions and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of any dispute between the carrier and the employees thereof.

While the act provides for Arbitration Boards of either three or six members, six-member Boards are seldom used and generally these Boards are composed of three members. Each party to the dispute appoints one member favorable to its cause and these two members are required by the act to endeavor to agree upon the third or neutral member to complete the Arbitration Board. Should they fail to agree in this respect, the act provides that the neutral member shall be selected by the National Mediation Board.

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 the 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.

The purpose of the arbitration procedure is to insure a definite and final determination of a controversy. Over the years, arbitration proceedings have proved extremely beneficial in disposing of disputes involving fundamental differences between disputants, and instances of court actions to impeach awards have been rare. Specific limitations are provided in the act governing such procedure.

Summarized below are 10 awards rendered during the fiscal year 1959 on disputes submitted to arbitration. The listing also includes one case which was withdrawn from arbitration by the parties because they had settled the controversy prior to formation of an arbitration board.

ARB. 236 (Case—None).—*Baltimore and Ohio Railroad Company and Brotherhood of Locomotive Firemen and Enginemen.*

Members of the Arbitration Board were W. A. Harris, representing the carrier; C. H. Keenen, representing the Brotherhood of Locomotive Firemen and Enginemen, and Edward A. Lynch, neutral member, named by the National Mediation Board. Mr. Lynch was selected chairman of the Board.

Hearings commenced April 29, 1958, and the award signed by a majority of the Board members was rendered July 18, 1958.

The dispute involved a question as to whether or not the claims of four employees came within the scope of provisions imposed by the Interstate Commerce Commission for the protection of employees displaced and adversely affected in their compensation and working conditions. The protective provisions in question were included in the Commission's order approving the acquisition by the Wellsville, Addison and Galetton Railroad of a detached portion of the Buffalo and Susquehanna subdivision of the Baltimore and Ohio Railroad.

In its award, the Board found that one claimant qualified and was entitled to a monthly allowance under the applicable conditions imposed by the Interstate Commerce Commission, but denied any allowance to the other three employees for the reasons that these employees had either failed to accept offered employment or had voluntarily severed employment relationship with the carriers involved.

The member of the Arbitration Board representing the Brotherhood, dissented to the part of the award relating to the three employees whose claims were rejected by the majority of the Board.

ARB. 237 (Case—None).—*Atlanta & West Point Railroad Company and Brotherhood of Railroad Trainmen.*

Members of the Arbitration Board were E. J. Haley, representing the carrier; Roy B. Gabrels, representing the Brotherhood of Railroad Trainmen; and Paul H. Sanders, neutral member, named by the National Mediation Board. Mr. Sanders was selected chairman of the Board.

Hearings commenced June 9, 1958, and the award was rendered July 18, 1958.

The dispute involved a question as to whether or not two freight assignments operating between Atlanta and Fairburn, Georgia, should be considered "road switchers" (under article VIII(e) of an agreement entered into nationally between the parties under date of April 5, 1957) and that trainmen assigned to these runs be paid a different basic rate of pay.

The Brotherhood contended that the work of the trainmen on these two assignments consisted almost entirely of "industrial switching"; that such service was comparable to that performed by yard crews and accordingly the assignments should be considered "road switchers" under the April 5, 1957, agreement, with corresponding increase in compensation to the trainmen.

The carrier contended that these two assignments were main line "local freight" trains, entitled to road rates of pay (mileage, plus overtime) rather than yard rates; that the agreement of April 5, 1957, was never intended to include local freight runs requiring main line operation out of closed yard terminals to and from main line stations, and that the service performed by trainmen on these runs was not comparable to the switching service performed by yard crews.

The award of the Board sustained the contention of the Brotherhood by answering the question submitted to it in the affirmative.

ARB 238 (Case A-5625, E-149).—*Western Air Lines, Inc., and Air Line Pilots Association, International.*

Members of the Arbitration Board were Joseph W. Shuster, representing the carrier; Robert Fox, representing the Association; and William E. Simkin, neutral member, named by the National Mediation Board. Mr. Simkin was selected chairman of the Board.

Hearings commenced August 25, 1958, and the award, signed by a majority of the Board members, was rendered November 18, 1958.

The dispute submitted for decision included numerous unresolved issues growing out of proposals of both parties for revision of the collective-bargaining agreement covering rates of pay, rules, and working conditions of pilots and copilots.

The following briefly summarizes the principal features of the award:

Pilot's Base Pay:

Each pilot shall receive a minimum base pay, payable monthly (salary where indicated), in accordance with his total accredited service as a pilot with the Company at the following rates:

	Effective Oct. 1, 1957	Effective Mar. 1, 1959
First year ¹	\$4,920 per year*	\$5,100 per year.*
Second year ²	\$6,000 per year*	\$6,300 per year.*
Third year.....	\$2,600 per year.....	\$2,760 per year.....
Fourth year.....	\$2,800 per year.....	\$3,000 per year.....
Fifth year.....	\$3,000 per year.....	\$3,240 per year.....
Sixth year.....	\$3,200 per year.....	\$3,480 per year.....
Seventh year.....	\$3,400 per year.....	\$3,720 per year.....
Eighth year.....	\$3,600 per year.....	\$3,960 per year.....
Ninth year and thereafter ³	\$3,800 per year.....	\$4,200 per year.....

*Salary. All other figures are base pay.

¹ Increased \$120 per year over previous contract.

² Increased \$300 per year over previous contract.

³ New bracket added by the award.

In the event a copilot is assigned as first pilot or reserve first pilot during his first or second year of service, his monthly base pay shall be at the rate of \$2,200 or \$2,400 per year, respectively, effective as of October 1, 1957, and at the rate of \$2,280 or \$2,520 per year, respectively, effective as of March 1, 1959.

Hourly pay for pilots was increased 60 cents per hour for day flying and 90 cents per hour for night flying, effective October 1, 1957. An additional increase of 40 cents per hour day flying and 60 cents per hour night flying, effective March 1, 1959, was also awarded.

Speeds for hourly pay purposes were increased 10 miles per hour on the Convair C-240 and the Douglas DC-6B, which were set at 245 and 285 miles per hour respectively. No change was made in the speeds for the Douglas DC-3 and Douglas DC-4 and the previous contract speeds of 165 and 210 miles per hour respectively were continued by the award.

The award also established 365 miles per hour as the hourly speed basis for the Lockheed Electra.

Premium pay of \$1.00 per hour in addition to the regular hourly rates was established for pilots flying between Los Angeles and Mexico City.

No change was made in the pilots mileage pay rate and the award continued the rate as in previous contract of 1½ cents per mile for each mile flown during each month to 22,000 miles and 3 cents per mile for miles flown in excess of 22,000.

For mileage pay computation purposes, an increase of 10 miles per hour was awarded for the Douglas DC-3, Convair C-240, and Douglas DC-6B, setting the speed basis on these types of planes as 175, 245, and 285 miles per hour respectively. No change was made for the Douglas DC-4, and the previous speed basis of 210 miles per hour for such equipment was continued by the award. The award also established 365 miles per hour for the Lockheed Electra.

No change was made in gross weight pay for pilots, and the award continued the provision in previous contract of 2 cents for each 1,000 pounds of the maximum certificated gross weight of the aircraft for each hour flown.

No change was made in pilots minimum pay guarantees, and the award continued the previous contract figure of 60 hours minimum monthly guarantee.

Copilots pay: Effective March 1, 1959, increased to 51 percent for the fifth and sixth years and 52 percent for the seventh through the ninth years for CV-240, DC-4, and DC-6B equipment. For the Lockheed Electra, copilots receive 51 percent in the third and fourth

years; 52 percent in the fifth and sixth years, and 53 percent in the seventh, eighth, and ninth years.

Expense allowance when away from base station more than 3 hours was increased from 40 cents to 50 cents per hour, and from 45 cents to 55 cents per hour while attending training school.

Vacations: Effective July 1, 1958, vacation allowance was increased from 17 to 21 days to all pilots after 13 years of service. The scale brackets of service years requirements and vacation allowances beyond 13 years, specified in previous contract were eliminated.

Effective June 1, 1959, pilots receive 1 hour's pay and flight time limitation credit for each 2½ hours of scheduled on duty time. Effective June 1, 1960, pilots receive 1 hour's pay and flight time limitation credit for each 4 scheduled trip hours.

The award also made provisions for certain retroactive pay and expenses during the period October 1, 1957, and December 1, 1958.

As provided in the award, the agreement is to continue in effect until October 1, 1960, and thereafter subject to provisions for changes as provided in the award.

The award incorporated into the agreement the following provisions previously agreed to by the parties:

1. The Company will notify the Association 65 days prior to the date the Lockheed Electra is to be placed into scheduled operation.

2. At any time within 60 days of the date on which the Company expects to inaugurate scheduled operations with the Lockheed Electra, the Association may reopen the agreement, pursuant to section 6, title 1, of the Railway Labor Act to consider the question of the crew complement required for the operation of the Lockheed Electra.

3. Subject to paragraph 2 above, the pilots in the service of the Company will operate the Lockheed Electra in accordance with the rates of pay, rules, and working conditions set forth in the working agreement in effect at that time.

The Member of the Board representing the carrier filed a dissenting opinion to the award.

ARB 239 (Case A-5792).—*Pan American World Airways, Inc., and Air Line Dispatchers Association.*

Members of the Arbitration Board were W. O. Snyder, representing the carrier; George M. Sprecher, 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 September 15, 1958, and the award was rendered October 3, 1958.

The dispute submitted to arbitration in this case involved remaining unsettled items of a contract revision request of the Association, i.e., the monthly rates of pay for aircraft dispatchers and assistant aircraft dispatchers, and the effective date and duration of the revised employment agreement between the parties.

In its award, the Board granted an increase to Aircraft Dispatchers of \$25.00 per month, effective June 1, 1958, and an additional increase of \$25.00 per month, effective October 1, 1958. As to assistant aircraft dispatchers, the award retained the pay scale appearing in the contract, effective December 1, 1956, except that an additional pay progression step was added for the 4th year of service and thereafter of \$535.00 per month. Duration of agreement was fixed as January 10, 1960, as per agreement of the parties.

Members of the Arbitration Board were D. R. Culver, representing the carrier; J. K. Hinks, representing the organization; and Mortimer Stone, neutral member named by the parties. Mr. Stone was selected chairman of the Board.

Hearings commenced September 18, 1958, and the award signed by a majority of the Board members was rendered September 22, 1958.

This dispute involved claims for compensation alleged to be due certain employees as a result of misapplication of the vacation agreement between the parties, and pursuant to the terms of the agreement, on failure of the parties to settle their differences the controversy was submitted to arbitration.

The award signed by a majority of the Board sustained the claims presented holding that it was the purpose and intent of the vacation agreement that vacations be taken in one continuous period without the right on the part of the carrier or the employees to permit or require split vacations, and that under a Memorandum Concerning Compensation of Wage Loss, dated September 21, 1957, provision was made that if a pullman conductor was not given an assignment to which he was entitled, he shall be paid for the trip lost, in addition to all other earnings of the month.

Members of the Arbitration Board were W. E. Westrup, representing the carrier; Charles Luna, representing the Brotherhood; and David R. Douglass, neutral member named by the parties. Mr. Douglass was selected chairman of the Board.

Hearings commenced November 28, 1958, and the award signed by a majority of the Board members was rendered May 4, 1959.

The issue submitted for determination in this case was "the proper rate of pay applicable to footboard yardmasters." The agreement to arbitrate provided that the Board in making its award should specify such rate in dollars and cents, together with effective date or dates and the period or periods during which any such rate or rates are properly to be applied, such determination to be made after considering all the facts and circumstances in the case, including awards of Special Board of Adjustment No. 129.

The award of the Board was as follows:

It is the Award of this Arbitration Board that under all of the facts and circumstances of this case, including the Awards of Special Board of Adjustment No. 129, that the proper rate applicable to footboard yardmasters on this property is as specified by Article I, Paragraph (b) of the rewritten Agreement between the Carrier and the Organization, governing Wages and Working Conditions of Yardmen and Yardmasters employed by the Galveston, Houston and Henderson Railroad Company, at Galveston, Texas, effective date March 1, 1952, including any and all wage increases and cost-of-living adjustments which have taken place and become effective from March 1, 1952, until the date of hearing of this case, which was November 28, 1958. The applicable rules and wage increases from the date of this Award, of course, will apply hereafter. It is not the purpose of this Award to freeze the rate of pay of footboard yardmasters.

As required by the Mediation Agreement setting up this Arbitration Board, it is mandatory that this Board specify the exact rate in dollars and cents, together with the effective date or dates, he is to receive, the period or periods during which any such rate or rates are properly to be applied. The rate for footboard yardmasters from May 1, 1955 to June 1, 1955 was \$18.80 per day; from June 1, to October 1, 1955, the rate was \$19.07 per day; the rate from

October 1 to December 1, 1955 was \$19.98 per day; the rate from December 1, 1955 to November 1, 1956 was \$21.04 per day; the rate from November 1, 1956 to May 1, 1957 was \$22.04 per day; the rate from May 1, 1957 to November 1, 1957 was \$22.28 per day; the rate of pay from November 1, 1957 to May 1, 1958 was \$23.24 per day; the rate of pay from May 1, 1958 to November 1, 1958 was \$23.56 per day; and the rate effective November 1, 1958 was \$24.20 per day.

This Award does not overrule or void the provisions of Contract Article XXVI.

ARB 242 (Case A-5248).—*Quanaah, Acme & Pacific Railway Co. and the Brotherhood of Railroad Trainmen.*

Members of the Arbitration Board were Quinn Baker, representing the carrier; J. A. Rash, representing the Brotherhood; and Donald F. McMahon, neutral member, named by the parties. Mr. McMahon was selected chairman of the Board.

Hearings commenced November 25, 1958, and the award was rendered December 4, 1958.

The dispute involved request of the Brotherhood for an increase in the basic rate of pay of trainmen employed in "road switcher" service.

In its award the Board granted an increase of 95 cents per 100 miles to "switcher" conductors and 55 cents per 100 miles to "switcher" brakemen retroactive to October 1, 1957, as agreed by the parties, irrespective of any increases in pay granted in the interim between October 1, 1957, and the date of the award.

ARB 243 (Case A-5859).—*Northwest Airlines, Inc., and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.*

On October 21, 1958, the representatives of the parties entered into an agreement to submit to arbitration a dispute involving proposals for changes in rates of pay, rules, and working conditions.

However, the Board received communications from the parties, advising that an agreement had been reached under date of February 18, 1959, settling all issues in dispute. Consequently, it was unnecessary to convene a Board of Arbitration.

ARB 244 (Case A-5565).—*Caribbean Atlantic Airlines, Inc., and The Airline Pilots Association, International.*

Members of the Arbitration Board were Adolfo Valdes, representing the carrier; Vearl J. Treasure, representing the Association; and Paul N. Guthrie, neutral member, named by the National Mediation Board. Mr. Guthrie was selected chairman of the Board.

Hearings commenced January 19, 1959, and the award was rendered March 6, 1959, an extension of time within which the Board would make and file its award having been agreed to by the parties.

The issues submitted for decision related to proposals for adjustment of certain pay factors in the wage structure of pilots and co-pilots, which were the only unresolved items remaining in the negotiations between the parties for revision of the employment agreement open for renewal as of August 1, 1957.

The following is a summary of the award which was reached by unanimous decision:

Retroactive pay of \$75.00 per month for the period August 1, 1957, to July 31, 1958, and \$120.00 per month for the period August 1, 1958, to February 28, 1959, was awarded to pilots serving during any month of the above periods.

Pilots were awarded a new base pay scale to become effective March 1, 1959, starting at \$210.00 per month for the first year of service, with graduated yearly increases at the rate of \$20.00 per month up to \$370.00 per month for the ninth year of service and thereafter.

Mileage pay for pilots, effective March 1, 1959, was set at 1.74 cents per mile with a pegged speed established as 170 miles per hour.

The base pay and mileage pay factors for pilots are to continue at the rate established by the award for the duration of the contract, i.e., until September 30, 1960.

Hourly pay for pilots was set at \$5.50 per hour for day flying and \$8.25 for night flying, effective March 1, 1959, to February 29, 1960. The hourly rates are to be raised to \$5.70 per hour for day flying and \$8.55 for night flying, effective March 1, 1960, to September 30, 1960.

The Board pointed out that the above indicated rates when combined with gross weight pay, which will continue as in the prior contract, will yield earnings for a ninth year first pilot, flying one-half day and one-half night of \$1,258.94 per month for the period March 1, 1959, to February 29, 1960. For the period March 1, 1960, to September 30, 1960, a ninth year pilot's earnings on the same basis will be \$1,280.18.

The Board denied the request of the association that the hours guarantee for reserve first pilots as specified in section 8 of the Agreement be increased from 60 hours per month to 70 hours per month, and the award provided that the hours guarantee should remain at 60 hours as provided in the agreement.

For copilots a new pay scale (which resulted in certain retroactive pay) was awarded, as follows:

	Effective Aug. 1, 1957	Effective Aug. 1, 1958	Effective Mar. 1, 1959	Effective Mar. 1, 1960
1st 6 months.....	\$390	\$405	\$420	\$425
2d 6 months.....	415	430	445	450
3d 6 months.....	440	455	470	475
4th 6 months.....	475	490	505	510
5th 6 months.....	500	515	530	535
6th 6 months.....	525	540	557	562
7th 6 months.....	550	565	582	587
8th 6 months.....	570	585	604	609
9th 6 months.....	595	610	629	634
10th 6 months.....	620	635	654	659
11th 6 months.....	645	660	681	686
12th 6 months.....	670	685	706	711
13th 6 months.....	705	720	706	711
14th 6 months.....	705	720	741	746
15th 6 months.....	740	755	741	746
16th 6 months.....	740	755	776	781

A proposal of the Association relating to additional pay for international flying was denied by the Board.

The Award provided for the following effective date and duration clause:

The Agreement shall be effective as of August 1, 1957, and shall continue in full force and effect until September 30, 1960, and shall renew itself without change until each succeeding September 30, thereafter, unless written notice of intended change is served in accordance with section 6, title I, of the Railway Labor Act, as amended, by either party hereto at least 30 days prior to September 30 in any year.

ARB 245 (Case A-5878).—*National Airlines, Inc., and Air Line Agents Association, International.*

Members of the Arbitration Board were J. M. Rosenthal, representing the carrier; Victor J. Herbert, representing the Association; and Paul N. Guthrie, neutral member named by the National Mediation Board.

Mr. Guthrie was selected chairman of the Board.

Hearings commenced February 10, 1959, and the award of the Board was rendered April 30, 1959.

The issues submitted to arbitration for decision related to proposals for adjustment of the basic wage rates of employees represented by the Association.

Following hearings by the Board, an agreement was reached in executive session upon the terms of an award, which specified the rates of pay to be made applicable to the 21 job classifications listed in the award, including effective dates and other conditions.

ARB 246 (Case—none).—*The Baltimore and Ohio Railroad Company and Brotherhood of Railroad Trainmen.*

Members of the Arbitration Board were R. L. Harvey, representing the carrier; R. A. Chesser, representing the Brotherhood; and H. Raymond Cluster, neutral member, named by the National Mediation Board. Mr. Cluster was selected chairman of the Board.

Hearings commenced March 16, 1959, and the award was rendered April 23, 1959.

The basic issue in this dispute submitted for decision was the question as to whether or not a local agreement which had been entered into by local officers of both the carrier and Brotherhood and applicable only to the Lorain, Ohio, yard of the carrier, and providing for a special arrangement for readvertising yard positions, which arrangement differed from the advertisement provisions of the basic agreement applicable to the railroad as a whole, was improperly terminated by notification to the local chairman of the Brotherhood by a local official of the carrier at the Lorain yard. Contingent upon the Board's decision as to the validity and effectiveness of the termination of the local agreement, were questions posed as to the merit of claims filed on behalf of certain employees, or in the alternate such penalty as the Board should award.

In substance the Brotherhood's contention was that this local agreement had the same status as the basic collective-bargaining agreement between the parties and could not be terminated unilaterally by the carrier but could only be terminated in accordance with the requirements of section 6 of the Railway Labor Act with respect to changes in agreements.

Carrier's position was that the agreement, being local, informal, vague, and at variance with the basic agreement could exist only as long as both parties mutually desired it to; that either party could terminate the agreement upon notice to the other; and that the provisions of Section 6 of the Railway Labor Act relate only to collective-bargaining agreements executed between the authorized representatives of the parties, not to purely local agreements such as the one involved in this dispute.

In its award, the Board held that the carrier had the right to notify the union that it would no longer apply the local Lorain agreement, and then to apply the basic agreement, without being subject to penalty for failing thereafter to post the bulletins which had been required under the local agreement.

In reaching its conclusion, the Board observed that the record in the case did not show any knowledge, approval, or ratification of the local agreement by higher carrier or union officials; that it did not find any authorization in the basic agreement for the execution of local agreements dealing with periodic readvertisement of positions and that since the local agreement was not negotiated or approved by officials with the authority to negotiate collective bargaining agreements on the property, the procedures of section 6 of the Railway Labor Act were not applicable to it.

2. EMERGENCY BOARDS—SECTION 10, RAILWAY LABOR ACT

As a last resort in the design of the act to preserve industrial peace on the railways and airlines, section 10 provides for the creation of Emergency Boards to deal with emergency situations:

If a dispute between a carrier and its employees be not adjusted under the foregoing provisions of this Act and should, in the judgment of the Mediation Board, threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the Mediation Board shall notify the President, who may thereupon, in his discretion, create a board to investigate and report respecting such dispute * * *.

This section further provides:

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

Emergency Boards are not permanently established, as the act provides that "such Boards shall be created separately in each instance." The act leaves to the discretion of the President, the actual number of appointees to the Board. Generally, these Boards are composed of three members, although there have been several instances when such Boards have been composed of as many as five members. There is a requirement also in the act that "no member appointed shall be pecuniarily or otherwise interested in any organization of employees or any carrier."

In some cases, the Emergency Boards have been successful through mediatory efforts in having the parties reach a settlement of the dispute, 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 based on the theory that this procedure would further aid the parties in a calm dispassionate study of the controversy and also afford an opportunity for the force of public opinion to be exerted on the parties to reach a voluntary settlement by accepting the recommendations of such Board or use them as a basis for resolving their differences.

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 been that the recommendations of such Boards have contributed substantially to amicable settlements of serious controversies which might otherwise have led to far-reaching interruptions of interstate commerce.

Summarized below are the reports of six Emergency Boards which were issued during the fiscal year ending June 30, 1959, all of which involved disputes on major air carriers.

The Emergency Board created under the President's Executive order dated January 21, 1958, was composed of David L. Cole of Paterson, N.J., chairman; Saul Wallen of Boston, Mass.; and Dudley E. Whiting of Detroit, Mich.

Hearings were conducted in New York, Miami, Fla., and Washington, D.C., commencing February 10, 1958. The time limits within which the Board was required to submit its report was extended from time to time by agreements of the parties by and with the approval of the President. The report to the President was issued July 21, 1958.

This dispute involved proposals of the association and carrier for changes in rates of pay, rules, and working conditions of the collective-bargaining agreement between the parties covering flight engineers at the reopening period specified in the agreement.

Among the proposals submitted by the association were several designed to provide greater protection to the position of flight engineer (or the so-called "third seat in the cockpit"). One of these proposals sought to amend the present contract so as to require the flight engineer to possess higher mechanical qualifications than presently required.

At the time the proposals of the flight engineers were under consideration by the parties another employee organization, the Air Line Pilot Association, also had made proposals for changes in its collective-bargaining agreement with the carrier covering pilots and copilots. Among the proposals of this association was also one relating to the crew complement (or the manning of the "third seat in the cockpit") which contemplated the third crew member be a pilot qualified individual in addition to having the required flight engineer's certificate.

Direct negotiations between carrier representatives and representatives of the Flight Engineers and Pilots Association were conducted simultaneously but separately. Following failure of the parties to reach agreement in direct negotiation, mediation, and declination to arbitrate, the National Mediation Board notified the President, in accordance with section 10 of the Railway Labor Act, because of impending threatened strike of both organizations.

The issues presented to the Emergency Board in this case fell into two general categories:

1. The jurisdictional controversy between the Flight Engineers Association and the Pilots Association because of the incompatible proposals of both associations on the crew complement issue.

2. Economic issues, i.e., those relating to proposals of both the flight engineers and the carrier as to the future pay structure, other rules and conditions covering work performance or related to the employment relation.

The same three individuals who were appointed as members of this Emergency Board were also named as members of Emergency Board No. 121 created by the President 1 week later, for the reason that in the judgment of the President, based upon the advice of the National Mediation Board, the two disputes were closely related.

The suggestion of the Emergency Board that these two cases be consolidated was not favored by one of the associations of the employees, but during the hearings representatives of each of the associations were present at the hearings of the other's case.

In its report to the President the Board discussed at length the history of the establishment of the flight engineers' position and the recurrent jurisdictional problems between the two organizations as to the manning of the flight engineer position and the renewed impetus given the jurisdictional controversy in this instance because of the impending introduction into service of new equipment—turboprop and turbojet planes.

In brief, the Board recommended on the crew complement issue (1) that flight engineers who will serve on piston and turboprop equipment be permitted to do so without having pilot qualifications, and (2) that flight engineers who will serve on turbojet equipment be required to have pilot qualifications to the extent of a commercial license and instrument rating and the ability to fly and land the airplane in case of emergency.

The following is the full text of the Board's recommendation on the crew complement issue:

RECOMMENDATIONS

We recommend :

As to the crew complement issue

1. That the Carrier in the exercise of its management responsibilities modify the qualifications for the position of flight engineers in the following respects:

a. That flight engineers who will serve on piston and turboprop equipment be permitted to do so without having pilot qualifications.

b. That flight engineers who will serve on turbojet equipment be required to have pilot qualifications to the extent of a commercial license and instrument rating and the ability to fly and land the airplane in case of emergency.

2. That assignments to flight engineer jobs be made from the flight engineers' seniority list in accordance with the applicable contract provisions, subject to the ability of the individual to meet the required qualifications.

3. That flight engineers who elect to take pilot training be placed on the pilots' seniority list in accordance with the applicable provisions of the pilots' agreement and that they remain nevertheless on the flight engineers' seniority list and continue to accrue seniority thereon for a period sufficient to enable them to complete their pilot training and for a reasonable period thereafter in which to determine whether they desire to be pilots or return to the occupation of flight engineer.

4. That pilots who elect to take flight engineer training be placed on the flight engineers' seniority list in accordance with the applicable provisions of the flight engineers' agreement and that they remain nevertheless on the pilots' seniority list and continue to accrue seniority thereon for a period sufficient to enable them to complete their flight engineer training and for a reasonable period thereafter in which to determine whether they desire to be flight engineers or return to the occupation of pilot.

5. That flight engineers who desire to obtain basic pilot qualifications, either for advancement as pilots or to flight engineer positions on turbojet equipment, be permitted to do so at Company expense but on their own time, and that, since Eastern Air Line's turbojet airplanes will not be received before the spring of 1960, they be permitted to elect to commence such training at any time up to January, 1959.

6. That the flight engineers acting through the Flight Engineers International Association promptly enter into discussions with the pilots acting through the Air Line Pilots Association for the purpose of agreeing on the accommodation of their respective contract seniority provisions to the recommendations herein made and of jointly approaching the Carrier to work out the necessary revisions of their said agreements.

7. That the flight engineers' requests for stepping up the qualifications for their jobs, the agency shop, the check-off, for provisions requiring the use of flight engineers under circumstances in which they may not be required under present contract provisions, and any other requests inconsistent with the above recommendations, be withdrawn.

As to the economic issues: the pay structure and other agreement rules, the Board rejected proposals of both parties to depart from the established components of the pay structure of flight engineers. The flight engineers sought application of the incentive pay scale during the first and second years of service rather than having its application deferred until the start of the third year of service as provided in the present agreement, while the carrier sought to discard the present pay system in favor of a new system which would retain the present base pay feature and provide incentive pay based on a schedule of hourly rates for all pay hours varying with type of equipment flown and the number of hours flown.

The Board, however, recommended that the present components of the pay scale be continued, with certain increases. The pay formula recommended also included the pay scale to be applicable to the Electra (turboprop) and the DC-8 (turbojet) when this equipment is introduced into service.

Another change in the pay formula was also recommended by the Board, i.e., the addition of the ninth year longevity base pay bracket.

The Board also made recommendations for changes in a number of the rules of the collective bargaining agreement, including improvement in the retirement plan principally by the addition of a variable annuity (B fund) plan to be supported by contributions of both carrier and employees of 3½ percent and 2½ percent respectively of annual earnings of the employees.

Retroactive pay was recommended on the basis of 7 percent of the earnings of each flight engineer from April 1, 1957, to the effective date of the new agreement, duration of which was recommended to be until April 1, 1960.

Included in the report was the following example of the pay yield of the present and recommended wage scale components:

*Present and recommended pay yields for flight engineers
(5th and 9th years—85 hours, half day and half night)*

Equipment	5th year flight engineer		9th year flight engineer	
	Present	Recommended	Present	Recommended
L-749.....	\$784.33	\$835.33	\$864.33	\$935.33
L-1049.....	835.76	886.76	915.76	986.76
L-1049C.....	876.13	927.13	956.13	1,027.13
DC-7B.....	922.46	979.83	1,002.46	1,079.83
Electra.....				1,123.18
DC-8.....				1,352.26

EMERGENCY BOARD NO. 121 (Case E-146).—*Eastern Air Lines, Inc. and Air Line Pilots Association, International.*

The Emergency Board created under the President's Executive order dated January 28, 1958, was composed of David L. Cole of Paterson, N.J., chairman; Saul Wallen, of Boston, Mass.; and Dudley E. Whiting of Detroit, Mich.

Hearings were conducted in New York, N.Y., and Washington, D.C., beginning February 11, 1958. The time limits within which the Board was required to submit its report was extended from time to time by agreements of the parties by and with the approval of the

President. The report to the President was issued July 21, 1958.

This dispute involved proposals of the Association and carrier for changes in rates of pay, rules, and working conditions of the collective bargaining agreement between the parties, covering pilots and copilots at the reopening period specified in the agreement.

As will be noted in the preceding summary of Emergency Board 120, the same three individuals who were appointed as members of Emergency Board 120 were also named as members of this Board, which was created by the President one week after the creation of Emergency Board 120, for the reason that in the judgment of the President, based on advice of the National Mediation Board, the two disputes were closely related, particularly with respect to a jurisdictional controversy arising out of incompatible proposals of both Associations with respect to the manning of the flight engineer's position (or "third seat in the cockpit").

On this jurisdictional issue, there was included in the Emergency Board's report to the President in this case, an identical recommendation as outlined in the summary above of Emergency Board 120.

As to the economic issues, the Board rejected the carrier's proposal to abandon the present pay formula and substitute for it a formula based on hourly pay graded by equipment to be flown, coupled with a minimum monthly guarantee. It recommended instead that the present pay formula be continued, with certain increases, an addition of a ninth-year bracket to the base pay structure, and applicability of the pay formula to the Electra (turboprop) and DC-8 (turbojet) when this equipment is introduced into service.

The Board also made recommendations for changes in a number of the rules of the collective bargaining agreement, including improvement in the retirement plan principally by the addition of a variable annuity (B fund) plan to be supported by contributions of both carriers and employees of 3½ percent and 2½ percent respectively of the annual earnings of the employees involved.

It was also recommended that retroactive pay be granted in an amount equal to 7 percent of each pilot's earnings between June 1, 1957, and the effective date of the new agreement, duration of which was recommended to be until April 1, 1960.

Included in the report was the following example of the pay yield of the present and recommended wage scale components.

Equipment	9th year captain		9th year copilot	
	Present yield	Recommended yield	Present yield	Recommended yield
M-404.....	\$1,312.63	\$1,424.00	\$831.32	\$918.08
CV-440.....	1,317.73	1,429.10	833.87	920.73
L-749.....	1,482.78	1,585.65	916.39	1,002.14
L-1049.....	1,564.38	1,667.25	957.19	1,044.57
L-1049C.....	1,645.13	1,748.00	997.57	1,086.56
L-1049G.....	1,648.53	1,751.40	999.27	1,088.33
DC-6B.....	1,537.18	1,640.04	943.59	1,030.42
DC-7B.....	1,716.53	1,832.15	1,033.27	1,130.32
Electra.....	-----	1,918.85	-----	1,175.40
DC-8.....	-----	2,334.50	-----	1,391.54

EMERGENCY BOARD NO. 122.—*Eastern Air Lines, Inc. (Case No. A-5599), Trans World Airlines, Inc. (Case No. A-5613), United Air Lines, Inc. (Case No. A-5665), Northwest Airlines, Inc. (Case No. A-5618), Northeast Airlines, Inc. (Case No. A-5621), Capital Airlines, Inc. (Case No. A-5642), and National Airlines, Inc. (Case No. A-5643), and International Association of Machinists.*

The Emergency Board created under the President's Executive order dated February 27, 1958, was composed of Howard A. Johnson of Butte, Mont., chairman; Paul N. Guthrie, of Chapel Hill, N.C.; and Francis J. Robertson, of Washington, D.C.

Prior to the opening of the hearings on April 15, 1958, the Board was notified by United Air Lines, Inc., and the International Association of Machinists that their dispute had been adjusted. The Board so reported to the President and proceeded to hear the unadjusted disputes between the International Association of Machinists and the other six airlines involved.

Hearings were conducted in Miami Beach, Fla., commencing April 15, 1958, and continuing until July 29, 1958. The time limits within which the Board was required to submit its report was extended from time to time by agreements of the parties by and with the approval of the President. The report to the President was issued September 15, 1958.

The disputes involved proposals submitted by each of the districts or locals of the International Association of Machinists on the individual carriers for wage increases and other changes in rules and working conditions of the collective-bargaining contracts. Four of the carriers involved submitted proposals for changes in their respective agreements. These disputes were progressed separately on the individual carriers. Following failure of settlement efforts of the parties in direct negotiation, mediation, and declination to arbitrate, the National Mediation Board notified the President in accordance with section 10 of the Railway Labor Act and the President created the Emergency Board to investigate all of the disputes.

The issues presented to the Board consisted of some 95 union proposals and 35 carrier proposals. Some of the proposals were common to two or more airlines and others had special relation to the working conditions on a particular carrier.

Some of these issues were substantially similar to all the carriers, such as wage increases, severance pay, carrier paid health and welfare programs, recognition of picket lines, as well as relief from performance of struck work. Incidental to the wage issue was the question relating to the effective dates of such increases and duration of new contract.

On these issues the Board made recommendations applicable to all six carriers involved summarized as follows:

Wages, effective date and duration

1. An increase of 5 percent effective as of October 1, 1957.
2. An increase of 2 percent effective as of April 1, 1958.
3. A further increase of 2 percent effective as of October 1, 1958.
4. Duration of contract to be until October 1, 1959, subject to reopening after that date pursuant to the provisions of the Railway Labor Act, as amended.

Severance pay

It was recommended that the carriers and the employees negotiate a provision for severance pay where loss of employment results from technological advances—the plan to provide for payments of 2 weeks' pay after 2 years of employment up to a maximum of 8 weeks' pay after 8 years of service, with ap-

propriate conditions such as effect of quits and discharges and offers of other employment with the carrier to be worked out by the parties in negotiations.

Health and welfare

The Board recommended that the proposals of the unions asking that the carriers pay the full cost of present hospitalization, surgical, life, sick and accident insurance, and related health and welfare benefits be withdrawn.

Picket lines, struck work, and related issues

It was recommended that the proposals of the unions under this heading be withdrawn. These proposals were made on all carriers involved in varying forms. Such proposals sought amendment to the so-called "no-strike" "no-lockout" clauses in the agreements so as to provide that the employees should not be required to cross picket lines or handle struck work and in several of the disputes the unions proposed that the "no-strike" clauses should have no application, in instances where a carrier refused to abide by an award of the System Board of Adjustment.

Other recommendations of the Board dealt separately with the numerous special issues arising from the proposals relating to each of the carriers involved. In general these covered proposals for further changes in the various rules of the collective bargaining agreement between the parties governing work performance, fringe benefits, and other conditions relating to the employment relationship.

EMERGENCY BOARD NO. 123 (A-5630).—*Trans World Airlines, Inc., and Flight Engineers Intl. Association, TWA Chapter.*

The Emergency Board created under the President's Executive order dated March 27, 1958, was composed of David L. Cole, Paterson, N.J., chairman; Saul Wallen, Boston, Mass. and Dudley E. Whiting, of Detroit, Mich.

The Board convened in Washington, D.C., on June 10, 1958, at which time the parties entered into a stipulation which included a provision that the investigation and report in this dispute be made by an Emergency Board consisting of one of the three Board members designated by the President, namely Dudley E. Whiting, who was also authorized by the stipulation to consult with the other two individuals named by the President in the Executive order creating this Emergency Board, before issuing its report.

Proceedings pursuant to the above stipulations commenced on June 23, 1958. The report to the President was issued July 25, 1958.

The only issue remaining for consideration of the Board in this dispute related to the Association's proposal for a scope clause to be incorporated into the collective-bargaining agreement between the parties, as the parties during these proceedings, had reached accord on all other items in dispute growing out of proposals of each for renewal and changes in their collective-bargaining agreement.

Special significance was attached to the scope clause in anticipation of the introduction into service of jet aircraft in view of the fact that the problem as to whether or not the function performed by the third crew member on jet aircraft could best be fulfilled by an individual with pilot qualifications or one with mechanic engineer qualifications, had been under consideration for some time by the major United States air carriers.

The dispute in this instance centered on the proposals of the Association for a scope clause to assure job security to flight engineers. One of the Association's proposals sought a contract provision to the effect that when a third cockpit flight crew member is required or used by the company to perform the flight engineering function, he would be assigned from the seniority list provided for in the agreement.

The position of the company as reflected by its statement of policy announcement issued April 2, 1958, was that it had determined after study of the matter with the objectives of making a decision that was in the overall best interests of all employees and that best suited to its particular operation "that present company policy would be to use mechanic engineer qualified individuals to perform the flight engineering function on TWA jet aircraft, when the Federal regulations require a separate crew member to perform this function and do not require such individuals to possess pilot qualifications."

The Board noted that the failure of the parties to reach agreement upon a scope clause was not due to any basic difference in objectives but was due to their consideration of future contingencies.

In its consideration of the problem of a scope rule, the Board observed that it would be impossible to anticipate all of the problems in the advent of radically new equipment. Therefore, it was essential that the agreement provide flexibility and such protection as is possible to the parties in meeting necessary changes in the qualifications required by employees to efficiently operate such equipment.

The Board noted that the principal contingencies which required some protection for one or the other party were (1) possible change of flight engineer qualifications by government regulation; (2) possible change in such qualifications by the company; (3) in the event of a change which would require other than a flight engineer license the possibility of an insufficient number of qualified flight engineers on the seniority list to operate the airline.

Other contingencies considered were possible future changes in qualifications for flight engineers, for example, a pilot's license, and the probability that not enough flight engineers on the seniority list could or would be able to qualify to operate the aircraft involved; that in such event it would be absolutely necessary for the company to hire qualified people, and that if this should develop, the company would be confronted with a contractual requirement that new employees possess an aircraft and aircraft engine mechanic certificate, with the probability that it could not find pilots with such a certificate or who would even be able to obtain one within a reasonable time.

The Board expressed the view that the first obligation of the company was to provide service to the public and since it felt that no contractual restriction should be permitted to render the fulfilling of that responsibility impossible, and stated that its recommendation for a scope clause would eliminate such possibility, while still preserving the provision to the fullest extent possible.

EMERGENCY BOARD NO. 124 (Case A-5567).—American Airlines, Inc., and Air Line Pilots Association, International.

The Emergency Board created under the President's Executive order dated June 19, 1958, was composed of James J. Haley of Harvard University, chairman; Maynard E. Pirsig of Minneapolis, Minn.; and Benjamin C. Roberts of New York, N.Y.

Hearings were conducted in New York, N.Y., beginning July 9, 1958. The time limits within which the Board was required to submit its report was extended from time to time by agreement of the parties by and with the approval of the President. The report to the President was issued September 3, 1958.

This dispute arose out of an exchange of requests for changes in the collective-bargaining agreement between the parties under date of June 21, 1957.

The Emergency Board found that the principal reason direct negotiations and mediation efforts over an extended period of almost 11 months had been unsuccessful, was due to the inability of the parties to resolve the question of whether or not issues relating to anticipated turbine-powered aircraft were a proper part of the negotiations and that preoccupation with the scope of the negotiable issues had frustrated effective collective bargaining.

On August 8, 1958, the Board issued an interim ruling to the effect that although issues relating to turbine-powered aircraft were not a part of the controversy under the section 6 notices of the act exchanged by the parties, the Board was convinced that to proceed with negotiations for pay rates and agreement rules to cover piston aircraft only, would be unrealistic and that both parties must recognize that they are now confronted with unresolved issues relating to turbine equipment as well as piston equipment.

In its recommendation the Board observed that there had been no real collective bargaining between the parties on the merits of any of the issues, because the controversy between the parties over the scope of the negotiable issues impeded efforts to explore constructively and bargain on substantive contract issues. Consequently, it felt that the case came before the Emergency Board in a status not contemplated by the Railway Labor Act.

The Board considered it had accomplished its principal function in the case by clarifying the scope of the issues and recommended that the parties assume their basic responsibilities to negotiate and resolve the full scope of the issues as they relate to both piston and turbine powered equipment by following the procedure outlined in the Board's recommendation.

The Board also expressed the intention not to seek further extensions for continuation of the Emergency Board in this case beyond August 30, 1958, but would include in its final report the progress of direct negotiations between the parties developed by periodic inquiries during the course of the resumed negotiations recommended.

In its final report issued September 3, 1958, the Board noted that although the parties followed its recommendation to resume direct negotiations, periodic inquiries by the Board on the progress of these negotiations disclosed that results were unsatisfactory because of the lack of effective and realistic bargaining on the issues in dispute. The Board concluded that in the light of the developments unique in this case, a resumption of the hearings on the merits would not be warranted.

It therefore recommended that the parties resume negotiations in an atmosphere devoid of mutual suspicion and with constant alertness to the public interest involved. In the judgment of the Board, the real differences between the parties were not so great that they could not be reconciled by direct and diligent negotiations, if the parties sincerely desired to reach agreement.

The Emergency Board created under the President's Executive order dated April 22, 1959, was composed of Dudley E. Whiting of Detroit, Mich., chairman; Morrison Handsaker, of Easton, Pa.; and Arthur Stark, of New York, N.Y.

Hearings were conducted in New York, N.Y., commencing on May 14, 1959. 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. The report to the President was issued June 15, 1959.

This dispute arose because of the failure of "flight service employees" of this carrier to ratify agreement terms covering renewal and change of the collective-bargaining agreement which had been accepted by the organization's negotiators, subject, however, to ratification by the membership.

The negotiations in this instance covered three groups of employees: (1) mechanics and ground service employees, (2) flight service personnel, and (3) port stewards. The mechanics and ground service employees and the port stewards ratified the agreement applicable to them, but the flight service employees rejected it and the organization gave notice of a threatened work stoppage.

The Board found that the failure to ratify the settlement by the flight service employees was attributable to the introduction of jet aircraft service by the carrier and the employees' fears relating to the impact of jet operations upon their earning potential and working conditions. The principal issues directed to the Board were (1) should the compensation of the flight service personnel be based upon the speed of the aircraft to which they were assigned and what should such compensation be; (2) what should be the term or duration of the agreement.

The Board observed that the jet operations on this carrier were still in the preliminary stage with many factors relating to scheduling and range of flights undeterminable until further experience was had with present equipment and new jet planes which were not yet in operation.

The Board found that it must of necessity give great weight to the agreement of March 4, 1959, worked out by competent and experienced negotiators, and that under all the circumstances, it should not at this time substitute its judgment for that of the negotiators who represented the employees as to the appropriate approach to a resolution of the problems confronting them in connection with the operation of jet aircraft. It was the Board's opinion that the results of the negotiated agreement should be effectuated during at least a portion of the period of transition to jet operation.

The Board therefore recommended that the parties accept all of the provisions of the agreement of March 4, 1959, covering flight service personnel, but because conditions might change shortly to permit more mature consideration, it recommended that the organization should have the right to reopen the agreement covering flight service employees on or after December 1, 1959, upon 30 days' written notice, solely for the purpose of negotiating compensation for service on straight jet aircraft for the period commencing December 1, 1959.

Further, the Board recommended that if the parties failed to reach agreement, they should submit the issue to arbitration under the Railway Labor Act with proviso that payment of a 5 percent jet compensation differential for the period December 1, 1958, to December 1, 1959, should be without prejudice to the position of either party in any such arbitration proceedings; and in the event the union does not elect to reopen the agreement, the 5 percent jet compensation differential should remain effective for the duration of the agreement of March 4, 1959.

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 25-year period 1935-59. During the last fiscal year 10 additional new agreements were filed with the Board, 8 in the railroad and 2 in the airline industry. 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 1,233 revisions and supplements to the agreements previously filed with the Board.

2. NOTICES REGARDING CONTRACTS OF EMPLOYMENT

The Railway Labor Act stipulates that the provisions of section 2, third, fourth, and fifth, of the act are made a part of the contract of employment between the carrier and each employee and shall be held binding upon the parties regardless of any other expressed or implied agreement between them. The act further requires that every carrier shall notify its employees of these provisions in a form specified by the National Mediation Board. Order No. 1 was issued by the Board shortly after it took office August 14, 1934, requiring that notices shall be posted and maintained continuously in a readable condition on all the usual and customary bulletin boards giving information to

employees and at such other places as may be necessary to make them accessible to all employees. Such notices shall not be hidden by other papers or otherwise obscured from view.

After the air carriers were brought under the Railway Labor Act by the April 10, 1936, amendment the Board issued its Order No. 2 directed to air carriers which had the same substantial effect as Order No. 1. Poster MB-1 is applicable to rail carriers while poster MB-6 has been devised for air carriers. In addition to these two posters poster MB-7 was devised to conform to the January 10, 1951, amendments to the act. This poster should be placed adjacent to poster No. MB-1 or MB-6. Copies of these posters may be obtained from the Executive Secretary of the Board.

VII. INTERPRETATION AND APPLICATION OF AGREEMENTS

Agreements or contracts made in accordance with the Railway Labor Act governing rates of pay, rules, and working conditions are consummated in two manners: first, and the most frequent, are those arrived at through direct negotiations between carriers and representatives of their employees; and, second, mediation agreements made by the same parties but assisted by and under the auspices of the National Mediation Board. Frequently differences arise between the parties as to the interpretation or application of these two types of agreements. The act, in such cases, provides separate procedures for disposing of these disputes. These tribunals are briefly outlined below.

1. 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 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.

The Board's policy in this respect was stated as follows in Interpretation No. 72, (a) (b) (c) issued January 14, 1959:

The Board has said many times that it will not proceed under section 5, second, to decide specific disputes. This is not a limitation imposed upon itself by the Board, but is a limitation derived from the meaning and intent of section 5, second, as distinguished from the meaning and intent of section 3.

We have by our intermediate findings held that it was our duty under the facts of this case to proceed to hear the parties on all contentions that each might see fit to make. That was not a finding, however, that we had authority to make an interpretation which would in effect be a resolution of the specific dispute between the parties. The intent and purpose of section 5, second, is not so broad.

The legislative history of the Railway Labor Act clearly shows that the parties who framed the proposal in 1926 and took it to Congress for its approval,

did not intend that the Board then created would be vested with any large or general adjudicatory powers. It was pointed out in the hearings and debate, that it was desirable that the Board not have such power or duty. During the debate in Congress, there was a proposal to give the Board power to issue subpoenas. This was denied because of the lack of need. It was believed by the sponsors of the legislation that the Board should have no power to decide issues between the parties to a labor dispute before the Board. The only exception was the provision in section 5, second. This language was not changed when section 3 was amended in 1934 and the National Railroad Adjustment Board was created.

We do not believe that the creation of the National Railroad Adjustment Board was in any way an overlapping of the Board's duty under section 5, second, or that section 3 of the act is in any way inconsistent with the duty of the Mediation Board under section 5, second. These two provisions of the act have distinctly separate purposes.

The act requires the National Mediation Board upon proper request to make an interpretation when a "controversy arises over the meaning or application of any agreement reached through mediation." It would seem obvious that the purpose here was to call upon the Board for assistance when a controversy arose over the meaning of a mediation agreement because the Board, in person, or by its mediator, was present at the formation of the agreement and presumably knew the intent of the parties. Thus, the Board was in a particularly good position to assist the parties in determining "the meaning or application" of an agreement. However, this obligation was a narrow one in the sense that the Board shall interpret the "meaning" of agreements. In other words, the duty was to determine the intent of the agreement in a general way. This is particularly apparent when the language is compared to that in section 3, first (1). In that section the National Railroad Adjustment Board is authorized to handle *disputes* growing out of grievances or out of the interpretation or application of agreements, whether made in mediation or not. This section has a different concept of what parties may be concerned in the dispute. That section is concerned with disputes between an employee, or group of employees, and a carrier or group of carriers. In section 5, second, the parties to the controversy are limited to the parties making the mediation agreement. Further, making an interpretation as to the meaning of an agreement is distinguishable from making a final and binding award in a dispute over a grievance or over an interpretation or application of an agreement. The two provisions are complementary and in no way overlapping or inconsistent. Section 5, second, in a real sense, is but an extension of the Board's mediatory duties with the added duty to make a determination of issues in proper cases.

During the fiscal year 1959, the Board was called upon to interpret the terms of 9 mediation agreements which added to the 8 requests on hand at the beginning of the fiscal year made a total of 17 under consideration. At the conclusion of the fiscal year 12 requests had been disposed of while 8 requests were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 74 cases under the provisions of section 5, second, of the Railway Labor Act as compared to a total of 3,350 mediation agreements completed during the same period.

2. 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 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. The law establishes the headquarters of the Adjustment Board at Chicago, Ill. A report of the Board's operations for the past fiscal year is contained in appendix A.

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 the 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 25 years the Adjustment Board has been in existence, it has received a total of 52,742 cases, and has disposed of 47,097. At the close of the fiscal year 1959, the Board had on hand 5,645 unadjusted cases, which was an increase of 697 over those on hand at the close of the previous year. Reference to table 9 in this report shows that a total of 1,051 cases were disposed of during the fiscal year 1959 by decision, and that 649 were withdrawn. New cases received during fiscal year 1959 numbered 2,397 compared with 2,165 in fiscal 1958.

3. SPECIAL BOARDS OF ADJUSTMENT

Special Boards of Adjustment may be created by carriers and labor organizations during mediation proceedings as an arbitration procedure set up to dispose of dockets of claims and grievances.

The number of special boards of adjustment created has increased to a marked degree as a result of the decision of the U.S. Supreme Court, *BRT v. CRI RR Co.* (353 U.S. 30).

Special boards of adjustment can be set up promptly to dispose of disputes which normally would be sent to the National Railroad Adjustment Board for adjudication. During the past fiscal year 99 special boards of adjustment were in session while 31 boards which had been created had not met as of July 30, 1959. During the past fiscal year the Board created 62 new special boards of adjustment. Approximately 3,552 cases which normally would have been presented to the National Railroad Adjustment Board were disposed of by special boards of adjustment during the past year.

4. 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 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.

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
Eugene C. Frank
Arthur J. Glover
Edward F. Hampton
Raymond R. Hawkins
James M. Holaren
Matthew E. Kearney

William F. Klatte
Warren S. Lane
Geo. S. MacSwan
J. Earl Newlin
Michael J. O'Connell
C. Robert Roadley
Wallace G. Rupp
Tedford E. Schoonover
Frank K. Switzer
Charles F. Wahl
Luther G. Wyatt

2. FINANCIAL STATEMENT

Accounting of all moneys appropriated by Congress for the fiscal year 1959, 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.....	\$541, 529
Arbitration and emergency boards.....	340, 000
Total appropriations.....	<u>881, 529</u>

Obligations:

Salaries, National Mediation Board.....	370, 810
Travel expenses.....	101, 790
Other expenses.....	54, 010
Total operating expenses.....	<u>526, 610</u>
Expenses, arbitration and emergency boards.....	284, 950
Total expenses.....	<u>811, 560</u>
Savings:	
Salaries and expenses.....	14, 919
Arbitration and emergency boards.....	55, 050
Total obligations.....	<u>881, 529</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)

BURTNESS, H. W., *Chairman*

COUTTS, R. C., *Vice Chairman*

ANDERSON, J. A.¹
BARNES, C. R.
BLAKE, R. W.
BORDWELL, H. V.
BUTLER, R. M.
CARTER, P. C.
CASTLE, W. H.
CONWAY, C. A.
DUGAN, C. P.
DUGAN, G. H.
FERN, B. W.
FITCHER, E. H.
GOODLIN, C. E.
HAGERMAN, H. K.
HICKS, D. H.
HINKS, J. K.
HORSLEY, E. T.

JOHNSON, R. P.
KEALEY, C. W.
KEMP, J. E.
LOSEY, T. E.
MCDANIELS, C. E.²
MILLER, D. A.
MULLEN, J. F.
ORNDORFF, GERALD
REESER, H. J.
RYAN, W. J.
SOMERLOTT, M. E.
SYLVESTER, J. H.
TAHNEY, J. P.
WACHOWIAK, R. H.
WHITEHOUSE, J. W.
WIESNER, E. W.
ZINK, J. B.

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 1959, 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-----	\$525, 000
Supplemental appropriation-----	24, 750

Amount available for obligation-----	549, 750
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Expenditures:

Salaries of employees-----	\$289, 180
Salaries of referees-----	140, 557
Travel expenses (including referees)-----	22, 274
Transportation of things-----	168
Communication services-----	9, 919
Printing and reproduction-----	39, 859
Other contractual services-----	3, 548
Supplies and materials-----	6, 255
Equipment-----	6, 949
Contribution to retirement fund-----	18, 786
Taxes and assessments-----	2, 373

Total expenditures-----	539, 868
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Unexpended balance-----	9, 882
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¹ Deceased. Replaced by D. S. Dugan.

² Retired. Replaced by W. R. Meyers.

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

Name	Title	Salary paid	Duties
Howard, Leland.....	Administrative Officer.....	\$10, 419. 12	Subject to direction of Board, administers its governmental affairs.
Dillon, Mary E.....	Secretary.....	5, 921. 36	Secretarial, stenographic, accounting, and auditing.
Larson, George.....	Clerk.....	4, 269. 76	Clerical.

FIRST DIVISION

MacLeod, John M.....	Executive Secretary...	\$9, 583. 92	Administration of affairs of division and subject to its direction.
Blee, Ruth W.....	Secretary.....	5, 909. 04	Secretarial, stenographic, and clerical.
Ellwanger, D. M.....	do.....	5, 909. 04	Do.
Smith, Margaret J.....	do.....	5, 909. 04	Do.
Schroeter, Marie A.....	do.....	5, 780. 80	Do.
Meehan, Elizabeth E.....	do.....	5, 634. 64	Do.
Smith, Joan M.....	do.....	5, 634. 64	Do.
Roudebush, Ethel A.....	do.....	5, 464. 80	Do.
Williams, Margaret M.....	do.....	5, 458. 40	Do.
Fisher, Doris.....	do.....	5, 292. 88	Do.
Bathurst, Pauline E.....	do.....	5, 107. 52	Do.
Morgan, Ruth B.....	do.....	5, 085. 12	Do.
Killeen, Eugene A.....	Administrative Assistant.....	611. 28	Clerical.
Key, Nancy E.....	Clerical Assistant.....	4, 983. 84	Do.
Redlin, Avis A.....	Clerk-stenographer.....	3, 151. 20	Stenographic and clerical.
Pett, Lawrence H.....	Clerk.....	1, 027. 52	Clerical.
Siegel, Wayne H.....	Administrative Assistant.....	2, 817. 76	Do.
Monine, Robert F.....	Clerk.....	2, 033. 07	Do.

REFEREES

Begley, Thomas C., 40½ days at \$75 per day.....	-----	\$3, 037. 50	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Coffey, A. Langley, 2 days at \$75 per day.....	-----	150. 00	Do.
Rader, LeRoy A., 3¾ days at \$75 per day.....	-----	281. 25	Do.
Roberts, Munro, Sr., 92½ days at \$75 per day.....	-----	6, 937. 50	Do.
Sembower, John F., 247½ days at \$75 per day.....	-----	18, 562. 50	Do.
Sharpe, Edward M., 60½ days at \$75 per day.....	-----	4, 987. 50	Do.
Stone, Mortimer, 49½ days at \$75 per day.....	-----	3, 712. 50	Do.

SECOND DIVISION

Sassaman, Harry J.....	Executive secretary...	\$9, 583. 92	Administration of affairs of division and subject to its direction.
Glenn, Allise N.....	Secretary.....	5, 909. 04	Secretarial, stenographic, and clerical.
Goble, Agatha E.....	do.....	5, 909. 04	Do.
Lindberg, Robert L.....	do.....	5, 909. 04	Do.
Morrison, Margaret E.....	do.....	5, 909. 04	Do.
Shaughnessy, M. V.....	do.....	5, 909. 04	Do.
Vought, Marcella R.....	do.....	5, 909. 04	Do.
Williams, Dorothy M.....	do.....	5, 909. 04	Do.
Sturman, Alta M.....	do.....	5, 780. 80	Do.
Watson, Muriel G.....	do.....	5, 780. 80	Do.
Fountaine, Dorothy T.....	do.....	5, 634. 64	Do.
Thomas, Cecelia G.....	do.....	5, 058. 32	Do.
Powers, Jeff.....	Clerk-typist.....	4, 207. 12	Typing and clerical.

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

REFEREES

Abrahams, Harry, 10 days at \$75 per day.	-----	\$750.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Bailer, Lloyd H., 15¼ days at \$75 per day.	-----	1,181.25	Do.
Begley, Thomas C., 3 days at \$75 per day.	-----	225.00	Do.
Burke, Thomas A., 46½ days at \$75 per day.	-----	3,487.50	Do.
Carey, James P., Jr., 42 days at \$75 per day.	-----	3,150.00	Do.
Cluster, H. Raymond, 3 days at \$75 per day.	-----	225.00	Do.
Ferguson, Emmett, 171¼ days at \$75 per day.	-----	12,881.25	Do.
Hornbeck, Roscoe G., 67 days at \$75 per day.	-----	5,025.00	Do.
Kiernan, James P., 9½ days at \$69.77 per day.	-----	662.81	Do.
Shake, Curtis G., 5 days at \$75 per day.	-----	375.00	Do.
Smith, Livingston, 2½ days at \$75 per day.	-----	187.50	Do.
Whiting, Dudley E., 61 days at \$75 per day.	-----	4,575.00	Do.

THIRD DIVISION

Tummon, A. Ivan.....	Executive secretary...	\$9,316.64	Administration of affairs of division and subject to its direction.
Anderson, Loreto C.....	Secretary.....	5,909.04	Secretarial, stenographic, and clerical.
Balskey, C. V.....	do.....	5,909.04	Do.
Morse, Frances.....	do.....	5,909.04	Do.
Sanford, Jewel C.....	do.....	5,909.04	Do.
Smith, Lois E.....	do.....	5,775.20	Do.
Killeen, Eugene A.....	do.....	5,169.52	Do.
Frey, Catherine E.....	do.....	5,634.64	Do.
Johnson, Carol A.....	do.....	5,634.64	Do.
Targett, Margaret F.....	do.....	5,510.88	Do.
Swanson, Ronald A.....	do.....	5,477.28	Do.
Vorphal, Joan A.....	do.....	5,203.28	Do.
Bulis, Eugenia.....	Clerk-stenographer.....	4,363.04	Stenographic and clerical.
Paulos, Angelo W.....	Clerk.....	3,945.12	Clerical.

REFEREES

Bailer, Lloyd H., 63¾ days at \$75 per day.	-----	\$4,781.25	Sat with division to make awards, upon failure of division to agree or secure majority vote.
Bakke, Norris C., 78¾ days at \$75 per day.	-----	5,906.25	Do.
Begley, Thomas C., 20¾ days at \$75 per day.	-----	1,556.25	Do.
Coburn, William H., 51 days at \$75 per day.	-----	3,825.00	Do.
Daugherty, Carroll R., 116¼ days at \$75 per day.	-----	8,737.50	Do.
Guthrie, Paul N., 14 days at \$75 per day.	-----	1,050.00	Do.
Lynch, Edward A., 79 days at \$75 per day.	-----	5,925.00	Do.
McCoy, Whitley P., 4 days at \$75 per day.	-----	300.00	Do.
McMahon, Donald F., 62¾ days at \$75 per day.	-----	4,706.25	Do.
Murphy, Francis B., 42¼ days at \$75 per day.	-----	3,168.75	Do.
Rader, LeRoy A., 12½ days at \$75 per day.	-----	937.50	Do.
Sempliner, Arthur W., 56½ days at \$75 per day.	-----	4,237.50	Do.
Smith, Livingston, 2 days at \$75 per day.	-----	150.00	Do.
Vokoun, Horace C., 52¼ days at \$75 per day.	-----	3,993.75	Do.
Weston, Harold M., 49¾ days at \$75 per day.	-----	3,731.25	Do.

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

FOURTH DIVISION

Pope, Patrick V.....	Executive secretary...	\$8,372.88	Administration of affairs of division and subject to its direction. Secretarial, stenographic, and clerical. Do. Do.
Adams, Henrietta V.....	Secretary.....	5,909.04	
Humfreville, M. L.....	do.....	5,909.04	
Zimmerman, R. Hazel.....	do.....	5,909.04	

REFEREES

Coburn, William H., 71½ days at \$75 per day.	-----	\$5,362.50	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Gilden, Harold M., 46½ days at \$75 per day.	-----	3,487.50	Do.
Merrifield, Leroy S., 36¼ days at \$75 per day.	-----	2,718.75	Do.
Shake, Curtis G., 43 days at \$75 per day.	-----	3,225.00	Do.
Watrous, Wilmer, 31½ days at \$75 per day.	-----	2,362.50	Do.

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

39 So. La Salle Street, Chicago 3, Ill.

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1958-1959

H. V. BORDWELL, *Chairman*

J. K. HINKS, *Vice Chairman*

H. W. BURTNESS
GEORGE H. DUGAN
B. W. FERN
E. T. HORSLEY
C. W. KEALEY

C. E. McDANIELS ¹
W. R. MEYERS ²
D. A. MILLER
H. J. REESER

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 employes or groups of employes and carriers involving train and yard-service employes; that is, engineers, firemen, hostlers and outside hostler helpers, conductors, trainmen, and yard service employes.

TABLE 1.—*Cases docketed fiscal year 1958-1959; classified according to carrier party to submission*

<i>Name of carrier</i>	<i>Number of cases docketed</i>	<i>Name of carrier</i>	<i>Number of cases docketed</i>
Ahnapee & Western.....	2	Central Vermont.....	6
Alabama Great Southern.....	2	Chesapeake & Ohio.....	7
Atchison Topeka & Santa Fe.....	16	Chicago & Eastern Illinois.....	4
Atlantic Coast Line.....	13	Chicago & Illinois Midland.....	1
Atlanta & West Point-Western		Chicago & North Western.....	16
Railway of Alabama.....	1	Chicago Burlington & Quincy..	7
Baltimore & Ohio.....	8	Chicago Great Western.....	1
Belt Railway of Chicago.....	3	Chicago Milwaukee St. Paul	
Boston & Albany.....	1	& Pacific.....	7
Boston & Maine.....	5	Chicago Rock Island & Pacific..	27
Buffalo Creek.....	1	Cincinnati New Orleans &	
Butte Anaconda & Pacific.....	6	Texas Pacific.....	3
Central of Georgia.....	5	Colorado & Southern.....	31

¹ Retired June 15, 1959.

² Appointed June 16, 1959 to succeed C. E. McDaniels.

TABLE 1.—Cases docketed fiscal year 1958-1959; classified according to carrier party to submission—Continued

Name of carrier	Number of cases docketed	Name of carrier	Number of cases docketed
Conemaugh & Black Lick-----	1	Monongahela Connecting-----	10
Delaware & Hudson-----	4	New Orleans & Northeastern--	1
Delaware Lackawanna & Western-----	2	New Orleans Public Belt-----	2
Denver & Rio Grande Western--	32	New York Central-----	14
Des Moines Union-----	5	New York Chicago & St Louis--	51
Detroit & Toledo Shore Line--	10	New York New Haven & Hartford-----	1
Detroit Toledo & Ironton-----	1	Niagara Junction-----	1
Elgin Joliet & Eastern-----	1	Norfolk & Western-----	7
Erie-----	7	Norfolk Southern-----	2
Florida East Coast-----	18	Northern Pacific-----	8
Fort Worth & Denver-----	4	Northern Pacific Terminal of Oregon-----	2
Georgia-----	5	Pacific Electric-----	2
Georgia Southern & Florida--	1	Pennsylvania-----	6
Grand Trunk Western-----	1	Pennsylvania Reading Sea-shore-----	2
Great Northern-----	35	Philadelphia Bethlehem & New England-----	5
Green Bay & Western-----	7	Pittsburgh & Lake Erie-----	18
Gulf Colorado & Santa Fe-----	11	Pittsburgh & Ohio Valley-----	1
Gulf Mobile & Ohio-----	8	Reading-----	30
Houston Belt & Terminal-----	2	Sacramento Northern-----	2
Indiana Harbor Belt-----	1	St Louis-San Francisco-----	5
Illinois Central-----	9	St Louis Southwestern-----	1
Joint Texas Division of the Chicago Rock Island & Pacific and Fort Worth & Denver-----	6	San Diego & Arizona Eastern--	1
Kansas City Southern-----	8	Savannah & Atlanta-----	2
Kansas City Terminal-----	1	Seaboard Air Line-----	20
Kentucky & Indiana Terminal--	2	South Buffalo-----	7
Lakeside & Marblehead-----	1	Southern Pacific-Pacific-----	58
Lake Superior Terminal & Transfer-----	2	Southern Pacific-T&L-----	30
Lake Terminal-----	5	Southern-----	31
Louisiana & Arkansas-----	6	Spokane International-----	1
Louisville & Nashville-----	12	Spokane Portland & Seattle--	6
Macon Terminal-----	1	Steelton & Highspire-----	8
Maine Central-----	3	Tennessee Central-----	1
Midland Valley-----	1	Texas & Pacific-----	101
Milwaukee-Kansas City Southern Joint Agency-----	1	Union Pacific-----	34
Minneapolis & St Louis-----	3	Union Railroad (Pittsburgh)-	1
Minneapolis St Paul & Sault Ste Marie-----	6	Union Railroad (Dallas)-----	4
Missouri-Kansas-Texas-----	1	Virginian-----	1
Missouri Pacific-----	171	Wabash-----	6
Monon-----	1	Western Maryland-----	25
		Western Pacific-----	7
		Total-----	1,084

TABLE 2.—Cases docketed fiscal year 1958-1959; classified according to organization party to submission

Name of organization	Number of cases docketed		
Conductors-----	84	Firemen-----	361
Conductors—Trainmen-----	6	Firemen—Conductors—Trainmen-----	1
Engineers-----	100	Individual-----	11
Engineers—Conductors-----	1	I.A.R.E.-----	4
Engineers—Firemen-----	25	Switchmen-----	119
Engineers—Firemen—Conductors-----	2	Trainmen-----	367
Engineers—Firemen—Conductors—Trainmen-----	1	United Steel Workers-----	1
Engineers—Trainmen-----	1	Total-----	1,084

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

MEMBERSHIP

E. H. FITCHER, *Chairman*
R. W. BLAKE
D. S. DUGAN¹
C. E. GOODLIN
D. H. HICKS

J. B. ZINK, *Vice Chairman*
R. P. JOHNSON
T. E. LOSEY
M. E. SOMERLOTT
E. W. WIESNER

HARRY J. SASSAMAN, *Executive Secretary*

JURISDICTION

Second Division: To have jurisdiction over disputes involving machinists, boilermakers, blacksmiths, sheetmetal workers, electrical workers, carmen, the helpers and apprentices of all of the foregoing, coach cleaners, power-house 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.

TABLE 1.—*Carriers party to cases docketed*

	<i>Number of cases</i>
Alabama, Tennessee & Northern Railroad Company.....	1
American Refrigerator Transit Company.....	2
Atchinson, Topeka and Santa Fe Railway Company.....	17
Atlanta and West Point Railroad Company.....	3
Atlanta Joint Terminals.....	2
Atlantic Coast Line Railroad.....	4
Baltimore and Ohio Railroad Company.....	10
Baltimore and Ohio Chicago Terminal Railroad.....	1
Belt Railway Company of Chicago.....	2
Boston and Maine Railroad.....	1
Central Railroad Company of New Jersey, The.....	2
Central of Georgia Railway Company.....	19
Chesapeake and Ohio Railway Company.....	9
Chicago and Eastern Illinois Railroad Company.....	4
Chicago and Illinois Midland Railway Company.....	1
Chicago and Northwestern Railway Company.....	7
Chicago, Burlington and Quincy Railroad Company.....	1
Chicago, Milwaukee, St. Paul and Pacific Railroad Company.....	8
Chicago, Rock Island and Pacific Railroad Company.....	25
Cincinnati, New Orleans & Texas Pacific Railway Company.....	1
Cincinnati Union Terminal Company, The.....	3
Delaware, Lackawanna and Western Railroad Company, The.....	1
Denver & Rio Grande Western Railroad Company, The.....	2
Duluth, Missabe & Iron Range Railway Company.....	2
Elgin, Joliet and Eastern Railway Company.....	6
Florida East Coast Railway Company.....	1
Great Northern Railway Company.....	18
Gulf, Mobile & Ohio Railroad Company.....	3
Harbor Belt Line Railroad.....	1
Illinois Central Railroad Company.....	25
Illinois Terminal Railroad Company.....	1
Jacksonville Terminal Company.....	1
Kansas City Terminal Railway Company.....	2
Lehigh Valley Railroad Company.....	1
Long Island Railroad Company, The.....	2
Louisville and Nashville Railroad Company.....	25
Memphis Union Station Company.....	1
Midland Valley Railroad Company.....	1
Minneapolis, St. Paul & Sault Ste. Marie Railroad Company.....	1

¹ Mr. D. S. Dugan was appointed, effective April 1, 1959, to succeed Mr. J. A. Anderson, who died February 6, 1959.

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

	<i>Number of cases</i>
Missouri-Kansas-Texas Lines.....	9
Missouri Pacific Railroad Company.....	40
Monongahela Connecting Railroad Company, The.....	4
New York Central Railroad Company.....	2
New York, Chicago & St. Louis Railroad Company, The.....	1
New York, New Haven & Hartford Railroad Company, The.....	1
Northern Pacific Railway Company.....	5
Northwestern Pacific Railroad Company.....	1
Pacific Electric Railway Company.....	1
Pacific Fruit Express Company.....	2
Pennsylvania Railroad Company.....	8
Pennsylvania-Reading Seashore Lines.....	1
Pittsburgh and Lake Erie Railroad Company, The.....	24
Pullman Company, The.....	15
Reading Company.....	7
Richmond, Fredericksburg and Potomac Railroad Company.....	1
St. Louis-San Francisco Railway Company.....	5
St. Louis Southwestern Railway Company.....	10
Southern Railway Company.....	9
Southern Pacific Company (Pacific Lines).....	7
Southern Pacific Lines in Texas and Louisiana (Texas and New Orleans Railroad Company).....	7
Terminal Railway, Alabama State Docks.....	1
Texas & Pacific Railway Company, The.....	2
Texas Mexican Railway Company, The.....	2
Union Pacific Railroad Company.....	7
Union Terminal Company (Dallas).....	1
Virginian Railway Company, The.....	1
Wabash Railroad Company.....	4
Washington Terminal Company, The.....	1
Western Fruit Express Company.....	1
Total	397

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

	<i>Number of cases</i>
Federated Trades.....	3
Brotherhood Railway Carmen of America.....	187
International Brotherhood of Electrical Workers.....	61
International Association of Machinists.....	60
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.....	19
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.....	11
Sheet Metal Workers' International Association.....	21
Transport Workers Union of America—Railroad Division.....	23
United Steelworkers of America.....	2
Individually Submitted Cases, etc.....	10
Total	397

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

J. F. MULLEN, *Chairman*
 GERALD ORNDORFF, *Vice Chairman*
 C. R. BARNES.
 R. M. BUTLER.
 W. H. CASTLE

R. C. COUTTS
 C. P. DUGAN.
 J. E. KEMP
 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).

TABLE 1.—*Carriers party to cases docketed*

	<i>Number of cases</i>		<i>Number of cases</i>
Alabama Great Southern.....	1	Duluth, Missabe & Iron	
Ann Arbor.....	4	Range.....	2
Atchison, Topeka & Santa Fe....	5	Eastern Weighing & Inspec-	
Atlanta Joint Terminals.....	2	tion Bureau.....	1
Atlanta & West Point.....	1	Elgin, Joliet & Eastern.....	5
Atlantic Coast Line.....	2	Erie.....	6
Baltimore & Ohio Chicago		Florida East Coast.....	3
Terminal.....	1	Fort Worth & Denver.....	4
Baltimore & Ohio.....	24	Galveston Wharves.....	1
Bangor & Aroostook.....	2	Georgia.....	3
Boston and Maine.....	1	Great Northern.....	5
Brooklyn Eastern District		Green Bay & Western.....	1
Terminal.....	1	Gulf, Colorado & Santa Fe....	3
Central of Georgia.....	8	Gulf, Mobile & Ohio.....	8
Central Railroad Co. of New		Harriman & Northeastern....	1
Jersey.....	4	Houston Belt & Terminal.....	1
Charleston & Western Caro-		Hudson & Manhattan.....	5
lina.....	1	Illinois Central.....	26
Chattanooga Station Com-		Illinois Terminal.....	2
pany.....	1	Joint Texas Division—CB&Q	
Chesapeake and Ohio.....	24	and CRI&P.....	3
Chicago & Eastern Illinois.....	16	Jacksonville Terminal.....	1
Chicago & Illinois Midland.....	5	Kansas City Southern.....	3
Chicago and North Western....	4	Kansas City Terminal.....	14
Chicago and Western Indiana....	1	Kansas, Oklahoma & Gulf....	2
Chicago, Burlington & Quincy..	20	Lake Terminal.....	1
Chicago Great Western.....	7	Lehigh Valley.....	4
Chicago, Milwaukee, St. Paul		Long Island.....	4
& Pacific.....	26	Los Angeles Union Passenger	
Chicago, Rock Island &		Terminal.....	3
Pacific.....	26	Louisiana & Arkansas.....	1
Clinchfield.....	1	Louisville & Nashville.....	19
Cincinnati, New Orleans &		Maine Central—Portland Ter-	
Texas Pacific.....	4	minal.....	1
Cincinnati Union Terminal....	3	Minneapolis & St. Louis.....	2
Colorado & Southern.....	5	Minneapolis, St. Paul & Sault	
Delaware & Hudson.....	15	Ste. Marie.....	4
Delaware, Lackawanna &		Missouri-Illinois.....	2
Western.....	14	Missouri-Kansas-Texas.....	20
Denver & Rio Grande		Missouri Pacific.....	30
Western.....	11	Missouri Pacific (Gulf Dis-	
Denver Union Terminal.....	1	trict).....	11
Des Moines Union.....	1	Monongahela.....	1

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

	<i>Number of cases</i>		<i>Number of cases</i>
New York, New Haven & Hartford.....	11	Sacramento Northern.....	1
New Orleans & Northwestern.....	1	St. Louis-San Francisco.....	11
New York Central.....	35	St. Louis Southwestern.....	10
New York, Chicago & St. Louis.....	13	Seaboard Air Line.....	8
Norfolk Southern.....	10	Southern.....	70
Norfolk & Western.....	5	Southern Pacific (Pacific Lines).....	18
Northern Pacific Terminal of Oregon.....	1	Southern Pacific (Texas & Louisiana).....	2
Northwestern Pacific.....	1	Spokane, Portland & Seattle.....	2
Ogden Union Railway & Depot.....	1	Tennessee Central.....	1
Panhandle & Santa Fe.....	2	Texarkana Union Station.....	
Pennsylvania.....	38	Trust.....	5
Pennsylvania - Reading Seashore.....	2	Texas & Pacific.....	6
Pittsburgh & Lake Erie.....	2	Tulsa Union Depot.....	1
Pittsburgh & West Virginia.....	5	Union Pacific.....	9
Pullman.....	30	Union Terminal (Dallas).....	2
Reading.....	2	Virginian.....	3
Richmond, Fredericksburg & Potomac.....	3	Wabash.....	7
Rutland.....	1	Western Maryland.....	1
		Western Pacific.....	5
		Total.....	770

TABLE 2.—*Organizations party to cases docketed*

American Train Dispatchers Association.....	6
Brotherhood of Maintenance of Way Employees.....	118
Brotherhood of Railroad Signalmen.....	82
Brotherhood of Railroad Trainmen.....	1
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.....	223
Brotherhood of Sleeping Car Porters.....	14
Joint Council of Dining Car Employees.....	32
The Order of Railroad Telegraphers.....	258
Order of Railway Conductors & Brakemen (Pullman System).....	20
United Transport Service Employees of America.....	2
Miscellaneous Class of Employees.....	14
Total.....	770

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

C. A. CONWAY, *Chairman*

RALPH H. WACHOWIAK,

Vice Chairman

P. C. CARTER

H. K. HAGERMAN

W. J. RYAN

J. P. TAHNEY

P. V. POPE, *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>		<i>Number of cases</i>
Ann Arbor Railroad Company.....	1	Illinois Central Railroad Com- pany.....	5
Atchison, Topeka and Santa Fe Railway Company.....	2	Indiana Harbor Belt Railroad.....	3
Atlantic Coast Line Railroad Company.....	1	Missouri-Kansas-Texas RR Company; Missouri-Kansas- Texas RR Company of Texas.....	11
Baltimore and Ohio Railroad Company.....	14	Missouri Pacific Railroad Com- pany.....	3
Baltimore and Ohio Chicago Terminal Railroad.....	3	Monongahela Connecting Rail- way.....	1
Bush Terminal Railroad Com- pany.....	1	New York Central Railroad Company.....	25
Butte Anaconda & Pacific Rail- way.....	1	New York, New Haven and Hartford Railroad Com- pany.....	1
Central Railroad Company of New Jersey.....	1	Pennsylvania Railroad Com- pany.....	1
Chicago, Burlington and Quin- cy Railroad Company.....	3	Pittsburgh and Lake Erie Rail- road.....	2
Chicago, Milwaukee, St. Paul & Pacific Railroad Company.....	2	Pullman Company.....	1
Chicago and North Western Railway Company.....	21	Reading Company.....	1
Chicago River and Indiana Railroad Company.....	1	Sacramento Northern Rail- way.....	3
Chicago, Rock Island and Pa- cific Railroad Company.....	2	Southern Pacific Company (Pa- cific Lines).....	8
Cincinnati, New Orleans and Texas Pacific Railway.....	1	Southern Railway Company.....	1
Delaware, Lackawanna and Western Railroad Company.....	1	Tennessee Central Railway Company.....	1
Denver and Rio Grande West- ern Railroad Company.....	4	Terminal Railroad Association of St. Louis.....	4
Erie Railroad Company.....	1	Texas and Pacific Railway Company.....	1
Fruit Growers Express Com- pany.....	1	Union Pacific Railroad Com- pany.....	5
Fort Worth and Denver Rail- way Company.....	1	Washington Terminal Com- pany.....	1
Grank Trunk Western.....	1	Western Pacific Railroad Com- pany.....	1
Gulf, Mobile and Ohio Railroad Company.....	1		
Houston Belt & Terminal.....	1	Total.....	144

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

	<i>Number of cases</i>		<i>Number of cases</i>
American Railway Supervisors Association, The.....	33	Marine Engineers' Beneficial Association No. 33.....	1
Brotherhood of Railroad Trainmen.....	10	Miscellaneous Classes of Em- ployes.....	14
Big Four Yardmasters Asso- ciation.....	1	Railroad Yardmasters of America.....	35
Brotherhood of Sleeping Car Porters.....	7	Railroad Yardmasters of North America, Inc.....	7
Inland Boatmen's Division, Na- tional Maritime Union of America.....	1	Railway Employees' Depart- ment, AFL-CIO.....	2
Inland Boatmen's Union of the Pacific.....	1	Railway Patrolmen's Interna- tional Union.....	27
International Organization Masters, Mates & Pilots.....	2	Switchmen's Union of North America.....	1
Joint Council Dining Car Em- ployes.....	2	Total.....	144

APPENDIX B

Arbitrators appointed—Arbitration boards, fiscal year 1959

RAILROADS

Name	Residence	Date of appointment	Arbitration and case No.	Parties
Mortimer Stone.....	Denver, Colo.....	Aug. 18, 1958	Arb. 240.....	The Pullman Co. and Order of Railway Conductors & Brakemen.
David R. Douglass.....	Oklahoma City, Okla.....	Oct. 7, 1958	Arb. 241; E-110.....	Galveston, Houston & Henderson Railroad Co. and Brotherhood of Railroad Trainmen.
Donald F. McMahon.....	do.....	Oct. 23, 1958	Arb. 242; case A-5248.....	Quanah, Acme & Pacific Railway Co. and Brotherhood of Railroad Trainmen.
H. Raymond Cluster.....	Baltimore, Md.....	Jan. 26, 1959	Arb. 246.....	Baltimore & Ohio Railroad Co. and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	May 15, 1959	Arb. 248; case A-5907.....	Great Northern Railway Co. and Switchmen's Union of North America.

AIRLINES

William E. Simkin.....	Philadelphia, Pa.....	Aug. 5, 1958	Arb. 238; case A-5625.....	Western Air Lines, Inc. and Air Line Pilots Association International.
Dudley E. Whiting.....	Detroit, Mich.....	Aug. 29, 1958	Arb. 239; case A-5792.....	Pan American World Airways, Inc. and Air Line Dispatchers Association.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Nov. 24, 1958	Arb. 244; case A-5565.....	Caribbean Atlantic Airlines, Inc. and Air Line Pilots Association International.
Do.....	do.....	Dec. 29, 1958	Arb. 245; case A-5878.....	National Airlines, Inc. and Air Line Agents Association.
J. Glenn Donaldson.....	Denver, Colo.....	Jan. 28, 1959	Arb. 243; case A-5859.....	Northwest Airlines, Inc. and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
Paul N. Guthrie.....	Chapel Hill, N.C.....	June 12, 1959	Arb. 249; case A-5892.....	Capitol Airways, Inc. and Air Line Pilots Association International.
Do.....	do.....	June 12, 1959	Arb. 247; cases A-5900 and A-5910.	National Airlines, Inc. and Air Line Communication Employees Association Unaffiliated.

Arbitrators appointed—Special Board of Adjustment, fiscal year 1959

RAILROADS

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Sidney A. Wolff *	New York, N.Y.	July 1, 1958	242	1	Hudson & Manhattan Railroad Co. and Brotherhood of Locomotive Engineers.
David R. Douglass	Oklahoma City, Okla.	July 2, 1958	243	34	Texas & Pacific Railway Co., Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans and Brotherhood of Locomotive Engineers.
A. Langley Coffey	Tulsa, Okla.	July 7, 1958	241	53	Terminal Railroad Association of St. Louis and Brotherhood of Railroad Trainmen.
Harold M. Gilden	Chicago, Ill.	Aug. 4, 1958	161	13	Long Island Rail Road Co., Brotherhood of Railroad Trainmen.
David R. Douglass	Oklahoma City, Okla.	Aug. 8, 1958	247	32	St. Louis Southwestern Railway Co. and Brotherhood of Locomotive Firemen and Enginemen.
H. Raymond Cluster	Baltimore, Md.	Aug. 13, 1958	246	308	Reading Co. and Order of Railway Conductors and Brakemen.
James P. Carey, Jr.	Chicago, Ill.	Aug. 14, 1958	249	8	Cuyhoga Valley Railway Co. and Brotherhood of Railroad Trainmen.
Paul N. Guthrie	Chapel Hill, N.C.	Aug. 21, 1958	250	(1)	The Central Railroad Co. of New Jersey and Order of Railway Conductors and Brakemen.
Harold M. Gilden	Chicago, Ill.	Aug. 27, 1958	248	11	Delaware, Lackawanna & Western Railroad Co. and Brotherhood of Railroad Trainmen.
Livingston Smith	Dallas, Tex.	Sept. 12, 1958	253	3	Denver & Rio Grande Western Railroad Co. and American Train Dispatchers Association.
Mortimer Stone *	Denver, Colo.	Sept. 15, 1958	209	27	Eastern, Western and Southeastern Carriers' Conference Committees and Order of Railway Conductors and Brakemen.
Paul N. Guthrie	Chapel Hill, N.C.	Sept. 16, 1958	255	(1)	The Central Railroad Co. of New Jersey and Brotherhood of Railroad Trainmen.
Do.	do	Sept. 16, 1958	254	(1)	The Central Railroad Co. of New Jersey and Brotherhood of Locomotive Firemen and Enginemen.
Francis J. Robertson	Washington, D.C.	Sept. 22, 1958	256	(1)	Boston & Maine Railroad and Brotherhood of Locomotive Engineers.
Do.	do	Sept. 25, 1958	257	1	Chicago, Milwaukee, St. Paul & Pacific Railroad Co. and Brotherhood of Railroad Trainmen.
Peter M. Kelliber	Chicago, Ill.	Oct. 1, 1958	244	(1)	The Pacific Electric Railway Co. and Brotherhood of Railroad Trainmen.
Thomas G. Begley	Cleveland, Ohio	Oct. 8, 1958	258	(1)	Reading Co. and Brotherhood of Locomotive Engineers.
David R. Douglass	Oklahoma City, Okla.	Oct. 13, 1958	260	(1)	St. Louis Southwestern Railway Co. and Brotherhood of Locomotive Engineers.
Paul N. Guthrie	Chapel Hill, N.C.	Oct. 22, 1958	261	10	Central of Georgia Railway Co. and Brotherhood of Railroad Trainmen.
Lloyd H. Baller	New York, N.Y.	Oct. 29, 1958	259	48	New York Central Railroad Co. Eastern District (except Boston & Albany Division), New York District, The Grand Central Terminal, and The Order of Railroad Telegraphers.
Francis J. Robertson	Washington, D.C.	Nov. 14, 1958	265	4	Eastern, Western and Southeastern Carriers and Brotherhood of Railroad Trainmen.
Mortimer Stone	Denver, Colo.	Nov. 14, 1958	264	106	Denver & Rio Grande Western Railroad Co., and Brotherhood of Locomotive Firemen and Enginemen.

See footnotes at end of table.

Arbitrators appointed—Special Board of Adjustment, fiscal year 1959—Continued

RAILROADS—Continued

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Francis J. Robertson	Washington, D.C.	Nov. 19, 1958	238	(1)	Missouri Pacific Railroad Co. and Order of Railway Conductors and Brakemen.
David R. Douglass	Oklahoma City, Okla.	Nov. 19, 1958	267	21	The Texas & Pacific Railway Co. and Brotherhood of Locomotive Firemen and Enginemen.
James P. Carey, Jr. ³	Chicago, Ill.	Nov. 20, 1958	268	9	Western Carriers' Conference Committee and Switchmen's Union of North America.
Dudley E. Whiting ³	Detroit, Mich.	Nov. 21, 1958	262	23	Eastern, Western and Southeastern Carriers and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.
Do	do	Nov. 21, 1958	263	3	Certain carriers and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen and Order of Railway Conductors and Brakemen.
J. Glenn Donaldson	Denver, Colo.	Dec. 2, 1958	271	1	Union Railroad Co. and Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen.
Do	do	Dec. 5, 1958	272	16	Donora Southern Railroad Co. and Brotherhood of Locomotive Engineers.
Lloyd H. Baller	New York, N.Y.	Dec. 16, 1958	266	(1)	Delaware, Lackawanna & Western Railroad Co. and Order of Railroad Telegraphers.
Harold M. Gilden	Chicago, Ill.	Dec. 23, 1958	274	1	Elgin, Joliet & Eastern Railway Co. and Brotherhood of Railroad Trainmen.
Mortimer Stone ⁴	Denver, Colo.	Dec. 30, 1958	273	0	Hudson & Manhattan Railroad Co. and Brotherhood of Locomotive Engineers.
H. Raymond Cluster ⁴	Baltimore, Md.	Dec. 30, 1958	273	15	Hudson & Manhattan Railroad Co. and Brotherhood of Locomotive Engineers.
Horace C. Vokoun	Cleveland, Ohio	Jan. 12, 1959	269	39	Central of Georgia Railway Co. and The Order of Railroad Telegraphers.
A. Langley Coffey	Tulsa, Okla.	Jan. 13, 1959	270	42	Chicago & Illinois Midland Railway Co. & Brotherhood of Railroad Trainmen.
Thomas C. Begley ³	Cleveland, Ohio	Jan. 28, 1959	275	4	Union Railroad Co. and United Steelworkers of America.
David R. Douglass	Oklahoma City, Okla.	Feb. 2, 1959	278	3	Chicago & Western Indiana Railroad Co. and Brotherhood of Railroad Trainmen.
Francis J. Robertson	Washington, D.C.	Feb. 4, 1959	276	(1)	Chesapeake & Ohio Railway Co., Eastern and Central Regions (excluding Hocking Division) and Brotherhood of Railroad Trainmen.
Do	do	Feb. 9, 1959	283	(1)	The Washington Terminal Co. and Brotherhood of Railroad Trainmen.
Do	do	Feb. 9, 1959	282	(1)	Western Maryland Railway Co. and Brotherhood of Railroad Trainmen.
Harold M. Gilden ⁴	Chicago, Ill.	Feb. 10, 1959	284	(2)	Disputes Committee and American Train Dispatchers Association.
Frank P. Douglass	Pine, Colo.	Feb. 10, 1959	281	1	New Orleans Public Belt Railway and Brotherhood of Locomotive Firemen and Enginemen.

Lloyd H. Bailer.....	New York, N.Y.....	Feb. 20, 1959	285		13	Reading Co. and Brotherhood of Maintenance of Way Employees.
Francis J. Robertson.....	Washington, D.C.....	Feb. 24, 1959	245	(1)		Indiana Harbor Belt Railroad and Brotherhood of Railroad Trainmen.
Mortimer Stone.....	Denver, Colo.....	Mar. 3, 1959	277		150	Reading Co. and Brotherhood of Locomotive Firemen and Engineers.
Carroll Daugherty ¹	Evanston, Ill.....	Mar. 16, 1959	286	(1)		Chicago, Rock Island & Pacific Railroad Co., and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, Switchmen's Union of North America.
Dudley E. Whiting.....	Detroit, Mich.....	Mar. 18, 1959	279		4	Missouri Pacific Railroad Co. and Brotherhood of Maintenance of Way Employees.
Horace C. Vokoun ¹	Cleveland, Ohio.....	Apr. 1, 1959	148		28	Chicago, Milwaukee, St. Paul & Pacific Railway Co. and Milwaukee-affiliated employees of Milwaukee-Kansas City Southern Joint Agency and Brotherhood of Railroad Trainmen.
Thomas G. Begley.....	do.....	Apr. 3, 1959	292	(1)		Alton & Southern Railroad and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	Apr. 7, 1959	291	(1)		Union Pacific Railroad Co. (Northwestern District) and Brotherhood of Locomotive Engineers.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Apr. 8, 1959	295	(1)		Central Railroad Co. of New Jersey and United Railroad Workers Division Transport Workers Union of America.
David R. Douglass.....	Oklahoma City, Okla.....	Apr. 10, 1959	294		3	Alabama, Tennessee & Northern Railroad Co. and Brotherhood of Locomotive Firemen and Enginemen.
Francis J. Robertson.....	Washington, D.C.....	Apr. 17, 1959	251	(1)		Chicago River & Indiana Railroad Co. and Brotherhood of Railroad Trainmen.
Dwyer W. Shugrue ¹	New York, N.Y.....	Apr. 27, 1959	288	(1)		New York Central Railroad, Western District, Boston and Albany Division and Brotherhood of Locomotive Firemen and Enginemen.
Francis J. Robertson ¹	Washington, D.C.....	May 5, 1959	298	(1)		New York Central System and Order of Railway Conductors and Brakemen.
Curtis G. Shake ¹	Vincennes, Ind.....	May 14, 1959	290	(1)		Chicago & North Western Railway Co. (Twin Cities Division) and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	May 18, 1959	301	(1)		Kansas City Terminal Railway Co. and Brotherhood of Locomotive Firemen and Enginemen.
Lloyd H. Bailer.....	New York, N.Y.....	May 18, 1959	293	(1)		Central Railroad Co. of New Jersey and Brotherhood of Maintenance of Way Employees.
Francis J. Robertson.....	Washington, D.C.....	May 21, 1959	299	(1)		Baltimore & Ohio Railroad Co. and Baltimore & Ohio Chicago Terminal Railroad Co. and Brotherhood of Locomotive Engineers.
Thomas G. Begley.....	Cleveland, Ohio.....	May 28, 1959	280	(1)		St. Louis Southwestern Railway and Brotherhood of Maintenance of Way Employees.
James P. Carey, Jr. ¹	Chicago, Ill.....	May 29, 1959	302	(1)		Eastern, Western and Southeastern Carriers' Conference Committee and Brotherhood of Locomotive Firemen and Enginemen.
John Thad Scott, Jr.....	Houston, Tex.....	June 3, 1959	300		1	Cleveland Union Terminals and Brotherhood of Railroad Trainmen.
William H. Coburn ¹	Washington, D.C.....	June 12, 1959	296	(1)		Gulf, Colorado & Santa Fe Railway Co. and Brotherhood of Railroad Trainmen.
H. Raymond Cluster.....	Baltimore, Md.....	June 17, 1959	303	(1)		Baltimore & Ohio Railroad Co. and Order of Railway Conductors and Brakemen.

¹ Not available.² Cases withdrawn.³ Appointment by NMB. (Selected by parties unless otherwise indicated).⁴ Alternate members

Arbitrators appointed pursuant to union shop agreements, fiscal year 1959

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
Livingston Smith.....	Dallas, Tex.....	Dec. 3, 1958	Southern Pacific Lines in Texas and Louisiana-Texas and New Orleans Railroad Co.	Seventeen cooperating railway labor organizations.	Raymond Belcher, J. L. Davis, Jr., Rosa Lee Wyatt.
Wilmer Watrous.....	West Hyattsville, Md.....	Jan. 12, 1959	Pennsylvania Railroad Co.....	Brotherhood of Maintenance of Way Employees.	Antonio Ferrero.
Livingston Smith.....	Dallas, Tex.....	Mar. 30, 1959	Texas & Pacific Railway Co.....	Brotherhood of Railroad Trainmen....	Loren LaVelle Caughron.
Do.....	do.....	May 28, 1959	Illinois Central Railroad.....	Brotherhood of Maintenance of Way Employees.	Frank S. Brown.

Referees appointed—System Board of Adjustment (Airline), fiscal year 1959

Name	Residence	Date of appointment	Parties
Jack Kehoe	Miami, Fla.	July 3, 1958	Eastern Air Lines, Inc. and Eastern Air Lines Mechanical Department.
James A. Murray	Washington, D.C.	July 11, 1958	Ozark Air Lines and Air Line Pilots Association.
Do.	do.	July 11, 1958	Ozark Air Lines, Inc. and Air Line Stewards and Stewardesses Association.
Livingston Smith	Dallas, Tex.	July 11, 1958	Capitol Airways, Inc. and Air Line Pilots Association, International.
Robert L. Howard	Columbia, Mo.	July 15, 1958	Ozark Air Lines, Inc. and Air Line Pilots Association, International.
Jerome J. Lande	New York, N.Y.	July 17, 1958	Pan American World Airways, Inc. and Transport Workers Union of America, AFL-CIO.
John J. Kehoe	Miami, Fla.	July 17, 1958	National Airlines, Inc. and Air Line Agents Association.
William M. Hepburn	Emory University, Ga.	July 17, 1958	Southern Airways, Inc. and Air Carrier Mechanics Association, International.
Emmett Ferguson	Lafayette, Ind.	July 23, 1958	Lake Central Airlines, Inc. and Air Line Stewards and Stewardesses Association, International.
Paul Prasow	Los Angeles, Calif.	Aug. 5, 1958	Flying Tiger Line, Inc. and Airline Stewards and Stewardesses Assn. International.
Robert G. Simmons	Lincoln, Nebr.	Aug. 25, 1958	Western Air Lines, Inc., and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
John F. Sembower	Chicago, Ill.	Sept. 17, 1958	Lake Central Airlines, Inc. and Air Line Stewards and Stewardesses Association, International.
Frank Dugan	Washington, D.C.	Sept. 22, 1958	Capital Airlines, Inc. and Air Line Stewards and Stewardesses Assn. International.
John Day Larkin	Chicago, Ill.	Sept. 25, 1958	United Air Lines, Inc. and Air Line Communication Employees Association.
R. W. Nahstoll	Portland, Oreg.	Sept. 30, 1958	Flying Tiger Line, Inc. and Air Line Pilots Assoc. International.
Do.	do.	Oct. 8, 1958	Flying Tiger Line, Inc. and Air Line Stewards and Stewardesses Assoc. International.
Francis J. Robertson	Washington, D.C.	Oct. 14, 1958	Central Airlines, Inc. and International Association of Machinists.
R. W. Nahstoll	Portland, Oreg.	Nov. 6, 1958	Pacific Northern Airlines, Inc. and Air Line Pilots Association, International.
John A. Weeks	Minneapolis, Minn.	Nov. 20, 1958	Northwest Airlines and International Association of Machinists.
Livingston Smith	Dallas, Tex.	Nov. 18, 1958	Trans-Texas Airways and Air Line Agents Association, International.
Munro Roberts, Sr.	St. Louis, Mo.	Nov. 20, 1958	Trans World Airlines, Inc. and Air Line Stewards and Stewardesses Association, International.
R. W. Nahstoll	Portland, Oreg.	Dec. 16, 1958	Alaska Airlines, Inc. and Air Line Stewards and Stewardesses Association.
John A. Weeks	Minneapolis, Minn.	Dec. 22, 1958	Northwest Airlines, Inc. and Air Line Pilots Association, International.
Do.	do.	Dec. 22, 1958	Northwest Airlines, Inc. and Air Line Pilots Association, International.
Clifford D. O'Brien	Portland, Oreg.	Jan. 14, 1959	Pacific Northern Airlines, Inc. and Air Line Pilots Association, International.
Albert Epstein	New York, N.Y.	Jan. 27, 1959	Argentine Airlines, Inc. and Transport Workers Union of America.
Francis B. Murphy	Los Angeles, Calif.	Jan. 27, 1959	Transocean Air Lines and Transport Workers Union of America.
John A. Weeks	Minneapolis, Minn.	Jan. 28, 1959	North Central Airlines, Inc. and Air Line Pilots Association, International.
Paul H. Sanders	Nashville, Tenn.	Feb. 3, 1959	Capitol Airways, Inc. and Air Line Pilots Association, International.
Wilmer Watrous	West Hyattsville, Md.	Feb. 5, 1959	Pan American World Airways, Inc. and Air Line Pilots Association, International.
Dudley E. Whiting	Detroit, Mich.	Mar. 4, 1959	Central Airlines, Inc. and Air Line Pilots Association, International.
Francis B. Murphy	Los Angeles, Calif.	Mar. 13, 1959	The Flying Tiger Line, Inc. and FTL Chapter, Flight Engineers International Association.
Albert Epstein	Nashville, Tenn.	Mar. 30, 1959	Aaxco Airlines, Inc. and Air Line Pilots Association, International.
Paul H. Sanders	New York, N.Y.	May 29, 1959	Seaboard and Western Airlines and Transport Workers Union of America.
A. R. Marshall	Atlanta, Ga.	June 1, 1959	Southern Airways, Inc. and Air Carrier Mechanics Association.
John H. Sanders	Nashville, Tenn.	June 1, 1959	Capitol Airways, Inc. and Air Line Pilots Association, International.
Robert G. Simmons	Lincoln, Nebr.	June 1, 1959	Brantiff Airways and International Association of Machinists.
George S. Ives	Washington, D.C.	June 29, 1959	Capital Airlines and International Association of Machinists.

Referees appointed—System Board of Adjustment (Railroad), fiscal year 1959

Name	Residence	Date of appointment	Parties
Edward A. Lynch.....	Pottsville, Pa.....	May 19, 1959	Pennsylvania Railroad Co. and Pennsylvania Reading Seashore Lines and The Police Department Employees' Board of Adjustment.
H. Raymond Cluster.....	Baltimore, Md.....	May 29, 1959	Pennsylvania Railroad-Pennsylvania Reading Seashore Lines and Brotherhood of Maintenance of Way Employees.
Edward A. Lynch.....	Pottsville, Pa.....	June 12, 1959	Pennsylvania Railroad and United Railroad Workers Division, Transport Workers of America, AFL-CIO.
Thomas C. Begley.....	Cleveland, Ohio.....	Aug. 29, 1958	Pennsylvania Railroad and United Railroad Workers Division of Transport Workers Union of America.

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-59

Status of cases	25-year period 1935-59	Fiscal year 1959	Fiscal year 1958	Fiscal year 1957	Fiscal year 1956	Fiscal year 1955	5-year period 1950-54 (average)	5-year period 1945-49 (average)	5-year period 1940-44 (average)	5-year period 1935-39 (average)
All types of cases										
Cases pending and unsettled at beginning of period.....	96	243	255	159	198	154	136	172	126	151
New cases docketed.....	9,458	321	407	479	409	451	415	463	381	219
Total cases on hand and received.....	9,555	564	662	638	607	605	551	635	507	370
Cases disposed of.....	9,339	348	419	383	448	407	403	496	347	220
Cases pending and unsettled at end of period.....	216	216	243	255	159	198	148	139	160	150
Representation cases										
Cases pending and unsettled at beginning of period.....	24	17	29	18	27	21	34	50	34	43
New cases docketed.....	3,344	83	92	122	108	96	136	176	149	108
Total cases on hand and received.....	3,368	100	121	140	135	117	170	226	183	151
Cases disposed of.....	3,356	88	104	111	117	90	137	186	139	107
Cases pending and unsettled at end of period.....	12	12	17	29	18	27	33	40	44	44
Mediation cases										
Cases pending and unsettled at beginning of period.....	72	218	214	134	170	129	102	122	91	108
New cases docketed.....	6,036	229	309	343	288	353	276	286	230	110
Total cases on hand and received.....	6,108	447	523	477	458	482	378	408	321	218
Cases disposed of.....	5,909	248	305	263	324	312	264	309	206	112
Cases pending and unsettled at end of period.....	199	199	218	214	134	170	114	99	115	106
Interpretation cases										
Cases pending and unsettled at beginning of period.....	0	8	12	7	1	4	0	0	1	0
New cases docketed.....	79	9	6	14	13	2	3	1	2	1
Total cases on hand and received.....	79	17	18	21	14	6	3	1	3	1
Cases disposed of.....	74	12	10	9	7	5	2	1	2	1
Cases pending and unsettled at end of period.....	5	5	8	12	7	1	1	0	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1959

	Disposition by type of carrier									Disposition by major issue involved							
	Railroads							Rail-roads total	Air-lines total	New agreement		Rates of pay		Rules		Miscellaneous	
	Total all cases	Class 1	Class 2	Class 3	Switching and terminal	Electric rail-roads	Miscellaneous carriers			Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line
Total.....	248	122	13	-----	19	7	4	165	83	8	2	20	69	108	12	29	-----
Mediation agreement.....	162	74	7	-----	17	5	3	106	56	8	2	17	49	62	5	19	-----
Arbitration agreement.....	7	1	-----	-----	-----	-----	-----	1	6	-----	-----	-----	5	1	1	-----	-----
Withdrawn after mediation.....	18	15	2	-----	-----	-----	-----	17	1	-----	-----	1	-----	13	1	-----	-----
Withdrawn before mediation.....	5	3	1	-----	-----	-----	-----	4	1	-----	-----	-----	1	4	-----	-----	-----
Refusal to arbitrate by—																	
Carrier.....	11	5	1	-----	1	1	-----	8	3	-----	-----	1	2	6	1	1	-----
Employees.....	13	6	-----	-----	1	-----	-----	7	6	-----	-----	-----	6	6	-----	1	-----
Both.....	9	5	1	-----	-----	-----	-----	6	3	-----	-----	1	3	1	-----	4	-----
Dismissal.....	23	13	1	-----	-----	1	1	16	7	-----	-----	-----	3	15	4	1	-----

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1959

	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.....	-----	58	75	10,399	9,697	30	39	3,036	2,017
Disposition:									
Certification based on election.....	72	50	62	10,231	9,646	22	27	2,327	1,997
Certification based on authorizations.....	7	3	3	59	51	4	6	36	20
Withdrawn after investigation.....	4	2	7	15	-----	2	2	641	-----
Withdrawn before investigation.....	2	1	1	12	-----	1	1	9	-----
Dismissal.....	3	2	2	22	-----	1	3	23	-----
Total all cases.....	88	-----	114	13,435	11,714	-----	-----	-----	-----

TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1959

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	348	88	248	12
Railroad, total.....	233	58	165	10
Combined groups, railroad.....	8	1	6	1
Train, engine and yard service.....	136	32	96	8
Mechanical foremen.....	3	1	2	-----
Maintenance of equipment.....	8	4	4	-----
Clerical, office, station, and storehouse.....	23	2	21	-----
Yardmasters.....	4	-----	4	-----
Maintenance-of-way and signal.....	9	2	7	-----
Subordinate officials in maintenance-of-way.....	3	1	2	-----
Agents, telegraphers, and towermen.....	10	-----	9	1
Train dispatchers.....	2	1	1	-----
Technical engineers, architects, draftsmen, etc.....	-----	-----	-----	-----
Dining-car employees, train and pullman porters.....	5	2	3	-----
Patrolmen and special officers.....	1	-----	1	-----
Marine service.....	14	9	5	-----
Miscellaneous railroad.....	7	3	4	-----
Airline, total.....	115	30	83	2
Combined airline.....	10	5	5	-----
Mechanics.....	17	5	12	-----
Radio and teletype operators.....	9	1	8	-----
Clerical, office, stores, fleet and passenger service.....	22	8	13	1
Stewards, stewardesses, and flight pursers.....	17	4	12	1
Pilots.....	19	-----	19	-----
Dispatchers.....	6	2	4	-----
Mechanical foremen.....	-----	-----	-----	-----
Meteorologists.....	-----	-----	-----	-----
Flight engineers.....	9	2	7	-----
Miscellaneous airline.....	6	3	3	-----

TABLE 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1959

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	88	114	13,375	100
Railroad, total.....	58	75	10,339	77
Train service.....	8	11	778	6
Engine service.....	18	19	814	6
Yard service.....	6	6	6,890	51
Mechanical foremen.....	1	1	6	(1)
Maintenance of equipment.....	4	4	198	1
Clerical, office, station, storehouse.....	2	2	241	2
Yardmasters.....	0	0	0	
Maintenance-of-way and signal.....	2	2	30	(1)
Subordinate officials, maintenance-of-way.....	1	1	92	(1)
Agents, telegraphers, and towermen.....	0	0	0	
Dispatchers.....	1	1	4	(1)
Technical engineers, architects, draftsmen, etc.....	0	0	0	
Dining car employees, train and pullman porters.....	2	2	35	(1)
Patrolmen and special officers.....	0	0	0	
Marine service.....	9	21	901	7
Combined groups, railroad.....	1	2	6	(1)
Miscellaneous railroad.....	3	3	344	3
Airline, total.....	30	39	3,036	23
Mechanics.....	5	5	60	(1)
Flight navigators.....	0	0	0	
Clerical, office, stores, fleet and passenger service.....	6	6	889	7
Stewards, stewardesses and pursers.....	4	4	134	1
Stocks and stores.....	2	2	1,704	13
Pilots.....	0	0	0	
Flight engineers.....	2	2	28	(1)
Marine employees.....	0	0	0	
Combined groups, airlines.....	5	14	178	1
Dispatchers.....	2	2	8	(1)
Commissary.....	0	0	0	
Radio operators and teletype.....	1	1	13	(1)
Miscellaneous.....	3	3	22	(1)

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 1959

	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:											
Election.....	14	68	(1)							14	68
Proved authorizations.....	3	36	(1)							3	36
Representation changed:											
Elections.....	15	1,069	8	9	388	80				24	1,457
Proved authorizations.....											
Representation unchanged:											
Elections.....	24	8,709	71							24	8,709
Proved authorizations.....	1	23	(1)							1	23
Total railroads.....	57	9,905	82	9	388	80				66	10,293
AIRLINES											
Representation acquired:											
Election.....	20	426	4							20	426
Proved authorizations.....	6	36	(1)							6	36
Representation changed:											
Elections.....	3	1,755	14	2	99	20				5	1,854
Proved authorizations.....											
Representation unchanged:											
Elections.....											
Proved authorizations.....											
Total airlines.....	31	2,217	18	2	99					33	2,316
Total combined railroad and airline.....	88	12,122	100	11	487	100				99	12,609

¹ Less than 1 percent.

TABLE 7.—*Strikes in the railroad and airline industries July 1, 1958, to June 30, 1959*

Case No.	Carrier	Organization	Craft or class	Number employees	Date work stoppage	Date work resumed	Days duration	Issues	Disposition
A-5914.....	Pan American World Airways, Inc.	TWU.....	Maintenance workers.	1,500	July 15, 1958	July 19, 1958	4	Working conditions...	MA.
A-5829.....	Penn. Ontario Transportation Co.	USA.....	Dock personnel.....	33	July 17, 1958	Aug. 20, 1958	35	Wages and conditions.	MA.
A-5642.....	Capital Airlines, Inc.	IAM.....	Machinists.....	7,000	Oct. 14, 1958	Nov. 23, 1958	37	Wages.....	EB 122, MA.
A-5826.....	West Coast Airlines, Inc.	IAM.....	Machinists.....	86	Nov. 21, 1958	Nov. 24, 1958	4	Wages.....	Direct.
A-5613.....	Trans World Airlines, Inc.	IAM.....	Machinists.....	19,000	Nov. 21, 1958	Dec. 3, 1958	13	Wages and conditions.	MA.
A-5864.....	Lake Central Airlines, Inc.	ALSSA.....	Stewardesses.....	33	Nov. 24, 1958	Dec. 4, 1958	11	Wages and rules.....	Direct.
A-5599.....	Eastern Air Lines, Inc.	FEIA, IAM.	Machinists.....	6,000	Nov. 24, 1958	Dec. 31, 1958	38	Wages and conditions.	EB 120/122, direct.
A-5612.....									
A-5567.....	American Airlines, Inc.	ALPA.....	Pilots.....	15,000	Dec. 19, 1958	Jan. 11, 1959	24	Wages and rules.....	EB 124, MA.
A-5990.....	Rahway Valley Railway Co.	UROO.....	Maintenance crews..	3	Jan. 21, 1959	Apr. 29, 1959	99	Wages.....	MA.
A-6047.....	Linea Aeropostal Venezolana Airline.	TWU.....	Clerks, dispatchers..	65	May 6, 1959	June 1, 1959	26	Wages and rules.....	MA.
A-5959.....	Pacific Airlines, Inc.	ALDA.....	Dispatchers.....	10	June 6, 1959	June 8, 1959	3	Wages and rules.....	Direct.
C-2925.....	Baltimore & Ohio RR Co., et al.	TWU, MEBA.	Diesel oilers and firemen.	125	June 15, 1959	June 20, 1959	5	Rules dispute.....	Court order.

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 1935-59

Types of labor organizations and fiscal years	All carriers	Class I	Class II	Class III	Switching and terminal	Electric	Express and pull-man	Miscellaneous carriers	Airline carriers
All organizations:									
1959.....	5,215	3,130	651	121	766	164	14	87	282
1958.....	5,205	3,126	649	121	764	164	14	87	280
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
1950.....	5,092	3,094	638	114	749	159	13	84	241
1945.....	4,665	2,913	623	112	705	150	8	56	98
1940.....	4,193	2,708	582	102	603	108	8	38	44
1935.....	3,022	2,345	319	18	334	-----	5	-----	-----
National organizations:									
1959.....	4,526	3,809	559	104	668	137	11	72	216
1958.....	4,566	2,805	557	104	666	137	11	72	214
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	2,795	555	99	665	136	11	71	209
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.....	2,223	1,652	265	6	295	-----	5	-----	-----
System associations:									
1959.....	545	266	90	15	80	23	3	14	54
1958.....	545	266	90	15	80	23	3	14	54
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
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:									
1959.....	94	55	2	2	18	4	-----	1	12
1958.....	94	55	2	2	18	4	-----	1	12
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
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	81	-----	-----	-----	-----	-----	-----	-----

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-59, inclusive

ALL DIVISIONS

Cases	25-year period 1935-59	1959	1958	1957	1956	1955	1954
Open and on hand at beginning of period.....	-----	4,948	4,317	4,707	3,724	3,311	3,388
New cases docketed.....	52,742	2,397	2,165	1,992	2,409	1,718	1,601
Total number of cases on hand and docketed.....	52,742	7,345	6,482	6,699	6,133	5,029	4,989
Cases disposed of.....	47,097	1,700	1,534	2,382	1,426	1,305	1,678
Decided without referee.....	11,437	156	294	531	186	141	139
Decided with referee.....	18,659	895	883	839	740	767	772
Withdrawn.....	17,001	649	357	1,012	500	397	767
Open cases on hand close of period.....	5,645	5,645	4,948	4,317	4,707	3,724	3,311
Heard.....	2,497	2,497	4,533	1,854	1,451	809	800
Not heard.....	*3,148	*3,148	415	2,463	3,256	2,915	2,511

See footnote at end of table.

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-59, inclusive—Continued

FIRST DIVISION

Cases	25-year period 1935-59	1959	1958	1957	1956	1955	1954
Open and on hand at beginning of period.....		2,530	2,266	2,958	3,014	2,708	2,825
New cases docketed.....	36,507	1,084	928	662	780	946	1,000
Total number of cases on hand and docketed.....	36,507	3,614	3,194	3,620	3,794	3,744	3,825
Cases disposed of.....	33,635	742	664	1,354	836	730	1,027
Decided without referee.....	9,716	139	273	502	156	83	76
Decided with referee.....	9,557	308	239	253	320	308	237
Withdrawn.....	14,362	295	152	599	360	339	714
Open cases on hand close of period.....	2,872	2,872	2,530	2,266	2,958	3,014	2,798
Heard.....	122	122	2,463	170	295	296	403
Not heard.....	*2,750	*2,750	67	2,096	2,663	2,718	2,395

SECOND DIVISION

Open and on hand at beginning of period.....		268	257	280	67	61	54
New cases docketed.....	3,553	397	376	347	398	183	123
Total number of cases on hand and docketed.....	3,553	665	633	627	465	244	177
Cases disposed of.....	3,271	383	365	370	185	177	116
Decided without referee.....	654	3	7	10	11	23	31
Decided with referee.....	1,954	269	259	283	112	132	73
Withdrawn.....	663	111	99	77	62	22	12
Open cases on hand close of period.....	282	282	268	257	280	67	61
Heard.....	149	149	212	210	183	40	51
Not heard.....	133	133	56	47	97	27	10

THIRD DIVISION

Open and on hand at beginning of period.....		2,102	1,744	1,455	616	428	477
New cases docketed.....	11,214	770	763	887	1,170	530	404
Total number of cases on hand and docketed.....	11,214	2,872	2,507	2,342	1,786	958	881
Cases disposed of.....	8,806	464	405	508	331	342	453
Decided without referee.....	819	10	14	15	11	31	24
Decided with referee.....	6,254	233	311	258	253	290	396
Withdrawn.....	1,733	221	80	325	67	21	33
Open cases on hand close of period.....	2,408	2,408	2,102	1,744	1,455	616	428
Heard.....	2,176	2,176	1,823	1,474	962	455	332
Not heard.....	232	232	279	270	493	161	96

FOURTH DIVISION

Open and on hand at beginning of period.....		48	50	14	27	24	32
New cases docketed.....	1,468	146	98	96	61	59	74
Total number of cases on hand and docketed.....	1,468	194	148	110	88	83	106
Cases disposed of.....	1,385	111	100	60	74	56	82
Decided without referee.....	248	4	0	4	8	4	8
Decided with referee.....	894	85	74	45	55	37	66
Withdrawn.....	243	22	26	11	11	15	8
Open cases on hand close of period.....	83	83	48	50	14	27	24
Heard.....	50	50	35	-----	11	18	14
Not heard.....	30	33	13	50	3	9	10

* Including cases where hearing has been waived.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1959

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage-men	Yard foremen, helpers and switch-tenders	Yard-masters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatchers
Akron, Canton & Youngstown Ry.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Ann Arbor Railroad	BLF&E	BLF&E	BRT	BRT	BRT	ARSA	BRC	BMW	ORT	ATDA.
Atchison, Topeka & Santa Fe Railway	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Gulf, Colorado & Santa Fe Railway	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#).
Panhandle & Santa Fe Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#).
Atlanta & West Point RR.	BLE	BLF&E	ORCB	BRT	BRT	X	BRC	BMW	ORT	ATDA.
Atlantic Coast Line RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Baltimore & Ohio RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Bangor & Aroostock RR.	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	ATDA.
Bessemer & Lake Erie RR.	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	X.
Boston & Maine RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Central of Georgia Ry.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.
Central Railroad of New Jersey	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Central Vermont Ry.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Chesapeake & Ohio Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Chicago & Eastern Ill. RR.	BLE	BLF&E	BRT	BRT	BRT	ARSA	BRC	BMW	ORT	ATDA.
Chicago & Illinois Midland Ry.	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	ATDA.
Chicago & North Western Ry.	BLE	BLF&E	ORCB	BRT	BRT-ORCB.	RYA	BRC	BMW	ORT	ATDA.
Chicago, Burlington & Quincy RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Chicago, Great Western Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Chicago, Milwaukee, St. Paul & Pacific RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Chicago, Rock Island & Pacific Ry.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.
Clinchfield RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Colorado & Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Colorado & Wyoming Ry.	BLF&E	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	X.	(#).
Delaware & Hudson RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Delaware, Lackawanna & Western RR.	BLE	BLF&E	BRT	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.
Denver & Rio Grande Western RR.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW-SMWIA.	ORT	ATDA.
Detroit & Toledo Shore Line RR.	BLF&E	BLF&E	ORCB	BRT	BRT	ORCB	BRC	BMW	ORT	ATDA.
Detroit, Toledo & Ironton RR.	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	ATDA.
Duluth, Missabe & Iron Range Ry.	BLF&E	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Duluth, South Shore & Atlantic RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Duluth, Winnipeg & Pacific Ry.	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	ORT.
Elgin, Joliet & Eastern.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Erie Railroad	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Florida East Coast Ry.	BLE	IARE- BLF&E.	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Fort Worth & Denver Ry.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.
Georgia & Florida RR.	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	ATDA.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1959—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage-men	Yard foremen, helpers and switch-tenders	Yard-masters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatchers
Georgia RR, Lessee org.	BLE	BLE	BRT	BRT	BRT	X	BRC	BMW	ORT	ATDA
Grand Trunk Western RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Great Northern Ry.	BLE	BLF&E	ORCB	ORCB	SUNA	RYA	BRC	BMW	ORT	ATDA
Green Bay & Western RR	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	(*)
Gulf, Mobile & Ohio RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Illinois Central RR	BLE	BLF&E	ORCB	BRT	BRT	SA	BRC	BMW	ORT	SA
Illinois Terminal RR	BLF&E	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Kansas City Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Kansas, Oklahoma & Gulf Ry.	BLF&E	BLF&E	ORCB	BRT	BRT	(*)	BRC	BMW	ORT	(*)
Lake Superior & Ishpeming RR	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	X	X
Lehigh & Hudson River Ry.	BLE	BLF&E	ORCB	BRT	BRT	(*)	BRC	BMW	ORT	ATDA
Lehigh & New England RR	BLF&E	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	BRC	ATDA
Lehigh Valley RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Long Island Railroad	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	(#)
Louisiana & Arkansas Ry.	BLE	BLF&E	ORCB	BRT-LU	BRT-LU	RYA	BRC	BMW	ORT	ATDA
Louisville & Nashville RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Maine Central RR	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Midland Valley RR	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Minneapolis & St. Louis Ry.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA
Minneapolis, St. Paul & Sault St. Marie RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Mississippi Central RR	BLE	BLE	BRT	BRT	BRT	(#)	X	BMW	X	ATDA
Missouri-Kansas-Texas RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Missouri-Kansas-Texas RR of Texas	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)
Missouri Pacific RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Monon Railroad	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Monongahela Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA
Montour RR	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	(*)	(*)
Nevada Northern Ry.	BLE	BLE	BRT	BRT	(*)	(*)	X	MMS	X	ATDA
New York Central RR	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA
Ohio Central Lines	BLE	BLF&E	ORCB	BRT	BRT	BRT	(#)	(#)	(#)	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	BLE	BLF&E	ORCB	BRT	BRT	SA	BRC	BMW	ORT	ATDA
Michigan Central RR	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ORT
Boston & Albany RR	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA
New York, Chicago & St. Louis RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
New York, New Haven & Hartford RR	BLE	BLF&E	BRT	BRT	BRT	SA	BRC	BMW	ORT	ATDA
New York, Susquehanna & Western RR	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Norfolk & Western Ry.	BLE	BLF&E	ORCB	BRT	BRT	X	BRC	BMW	ORT	ORT
Norfolk Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Northern Pacific Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA

Northwestern Pacific RR.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	ORCB- BRT.....	(*).....	BRC.....	BMW.....	ORT.....	ATDA.....
Pennsylvania RR.....	BLE.....	BLF&E.....	BRT.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Pennsylvania Reading Seashore Lines.....	BLE.....	BLF&E.....	BRT.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.....
Pittsburgh & Lake Erie RR.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Pittsburgh & Shawmut RR.....	BLF&E.....	BLF&E.....	BRT.....	BRT.....	(*).....	(*).....	X.....	BMW.....	(*).....	ATDA.....
Pittsburgh & West Virginia Ry.....	BLE.....	BLF&E.....	BRT.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Reading Company.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.....
Richmond, Fredericksburg & Potomac RR.....	BLE.....	BLE.....	ORCB.....	ORCB.....	BRT.....	RYNA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Rutland Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	X.....	BRC.....	BMW.....	ORT.....	ATDA.....
St. Louis-San Francisco Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
St. Louis Southwestern Ry.....	BLE.....	BLF&E.....	BRT.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.....
San Diego & Arizona Eastern Ry.....	BLE.....	BLE.....	ORCB.....	ORCB.....	BRT.....	(*).....	BRC.....	BMW.....	ORT.....	(*).....
Seaboard Air Line RR.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYNA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Southern Pacific Co. (Pac. Lines).....	BLE.....	BLF&E.....	ORCB.....	BRT.....	SUNA.....	RYNA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Southern Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Georgia, Southern Florida Ry.....	BLF&E.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Cincinnati, New Orleans & Texas Pacific Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	(#).....	(#).....	ORT.....	(#).....
New Orleans & Northeastern RR.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	SUNA.....	RYA.....	(#).....	(#).....	(#).....	(#).....
Alabama Great Southern Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	(#).....	(#).....	(#).....	(#).....
Spokane International RR.....	BLF&E.....	BLF&E.....	ORCB.....	ORCB.....	SUNA.....	RYA.....	BRC.....	BMW.....	ORT.....	LU.....
Spokane, Portland & Seattle Ry.....	BLE.....	BLF&E.....	ORCB.....	ORCB.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Staten Island Rapid Transit Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Tennessee Central Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.....
Texas & New Orleans RR.....	BLE.....	BLF&E.....	BRT.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.....
Texas & Pacific Ry.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Texas Mexican Ry.....	BLE.....	BLF&E.....	BRT.....	BRT.....	BRT.....	(*).....	BRC.....	BMW.....	(*).....	(*).....
Toledo, Peoria & Western RR.....	BLF&E.....	BLF&E.....	BRT.....	BRT.....	BRT.....	(*).....	BRC.....	BMW.....	ORT.....	(*).....
Union Pacific RR.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Utah Ry.....	BLE.....	BLF&E.....	ORCB.....	ORCB.....	BRT.....	(*).....	X.....	BMW.....	ORT.....	ATDA.....
Virginian Ry.....	BLF&E.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Wabash RR.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....
Western Maryland Ry.....	BLF&E.....	BLF&E.....	BRT.....	BRT.....	BRT.....	X.....	BRC.....	BMW.....	ORT.....	ATDA.....
Western Pacific RR.....	BLE.....	BLF&E.....	ORCB.....	BRT.....	SUNA.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.....

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1959—Continued

	Machinists	Boiler- makers, blacksmiths	Sheet metal workers	Electrical workers	Carmen, coach cleaners	Powerhouse employees, shop laborers	Signalmen	Mechanical foremen, supervisors	Dining car stewards	Dining-car cooks and waiters
Akron, Canton & Youngstown Ry.....	IAM	BB	SWMIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Ann Arbor RR.....	IAM	BB	SWMIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	(*)
Atchison, Topeka & Santa Fe Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Gulf, Colorado & Santa Fe Ry.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Panhandle & Santa Fe Ry.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Atlanta & West Point RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Atlantic Coast Line RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	HRE
Baltimore & Ohio RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	RED	BRT	UTSE
Bangor & Aroostook RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	HRE
Bessemer & Lake Erie RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Boston & Maine RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	SA	UTSE
Central of Georgia Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	UTSE
Central Railroad of New Jersey.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	RED	(*)	(*)
Central Vermont Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	(*)
Chesapeake & Ohio Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE
									HRE	
Chicago & Eastern Illinois RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE
Chicago & Illinois Midland Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	(*)
Chicago & North Western Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	ORCB	HRE
Chicago, Burlington & Quincy RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE
Chicago Great Western Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	X
Chicago, Milwaukee, St. Paul & Pacific RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	HRE
Chicago, Rock Island & Pacific Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE
Clinchfield RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	ORCB
Colorado & Southern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	BMW	BRSA	ARSA	BRT	BSOP.
Colorado & Wyoming Ry.....	IAM	BB	SMWIA	(*)	BRCA	IBFO	(*)		(*)	(*)
Delaware & Hudson RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	HRE
Delaware, Lackawanna & Western RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	HRE
Denver & Rio Grande Western RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	SA
Detroit & Toledo Shore Line RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Detroit, Toledo & Ironton RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Duluth, Missabe & Iron Range Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW		(*)	(*)
Duluth, South Shore & Atlantic RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	LU
Duluth, Winnipeg & Pacific Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Elgin, Joliet & Eastern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Erie RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	X	(*)	HRE
Florida East Coast Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	X
Fort Worth & Denver Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	X	BRT	BSCP.
Georgia & Florida RR.....	IAM	BB	SMWIA	X	BRCA	X	(*)		(*)	(*)
Georgia RR, lessee org.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Grand Trunk Western RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE

Great Northern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	HRE-ORCB.
Green Bay & Western RR.	IAM	BB	SMWIA	X	BRCA	BMW	BRSA	(*)	(*)	(*)
Gulf Mobile & Ohio RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	LU	HRE.
Illinois Central RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	BRT	HRE.
Illinois Terminal RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	ARSA	(*)	(*)
Kansas City Southern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	X	HRE.
Kansas, Oklahoma & Gulf Ry.	X	(*)	(*)	(*)	BRCA	IBFO	(*)	(*)	(*)	(*)
Lake Superior & Ishpeming	SA	SA	SA	X	SA	IBFO	X	(*)	(*)	(*)
Lehigh & Hudson River Ry.	IAM	BB	X	X	BRCA	IBFO	BRSA	(*)	(*)	(*)
Lehigh & New England RR.	IAM	BB	SMWIA	IBEW	BRCA	X	X	(*)	(*)	(*)
Lehigh Valley RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	RED	BRT	HRE.
Long Island Railroad.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	(*)	(*)
Louisiana & Arkansas Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	RED	(*)	(*)
Louisville & Nashville RR.	IAM	BB/	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	BRT	HRE.
		URRWA								
Maine Central RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	(*)	(*)
Midland Valley RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	(*)	(*)	(*)
Minneapolis & St. Louis Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)	ARSA	(*)	(*)
Minneapolis, St. Paul & Sault Ste. Marie RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	X	HRE.
Mississippi Central RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)	(*)	(*)	(*)
Missouri-Kansas-Texas RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Missouri-Kansas-Texas RR. of Tex.	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)
Missouri Pacific RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Monon Railroad.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Monongahela Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	(*)	(*)
Montour RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	X	(*)	(*)	(*)
Nevada Northern Ry.	X	SA	SA	X	MMS	SA	X	(*)	(*)	(*)
New York Central RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	ARSA	HRE.
Ohio Central Lines.	(#)	(#)	(#)	(#)	(#)	(#)	BRSA	ARSA	ARSA	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	ARSA	(#)
Michigan Central RR.	(#)	(#)	(#)	(#)	(#)	(#)	IBFO	BRSA	ARSA	(#)
Boston & Albany RR.	(#)	(#)	(#)	(#)	(#)	(#)	IBFO	BRSA	ARSA	(#)
New York, Chicago & St. Louis RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	HRE.
New York, New Haven & Hartford.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
New York, Susquehanna & Western RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	(*)	(*)
Norfolk & Western Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	BRT	HRE.
Norfolk Southern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	(*)	(*)
Northern Pacific Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	ORO
										HRE.
Northwestern Pacific RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(#)	ARSA	(*)	(*)
Pennsylvania RR.	IAM	URRWA/BB.	SMWIA	URRWA	URRWA	URRWA	BRSA	SA	BRT	DC&RR FWU.
Pennsylvania Reading Seashore Ln.	IAM	(*)	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	(*)	(*)
Pittsburgh & Lake Erie RR.	IAM	BB	SMWIA	IBEW	URRWA	IBFO	BRSA	ARSA	(*)	(*)
Pittsburgh & Shawmut RR.	URRWA	URRWA	(*)	URRWA	URRWA	URRWA	(*)	(*)	(*)	(*)
Pittsburgh & West Virginia Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	(*)	(*)
Reading Company	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	RED	BRT	HRE.
Richmond Fredericksburg & Potomac RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(*)	(*)	(*)
Rutland Ry.	IAM	BB	SMWIA	IBEW	BRCA	UMW	X	(*)	(*)	(*)

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1959—Continued

	Machinists	Boiler- makers, blacksmiths	Sheet metal workers	Electrical workers	Carmen, coach cleaners	Powerhouse employees, shop laborers	Signalmen	Mechanical foremen, supervisors	Dining car stewards	Dining-car cooks and waiters
St. Louis-San Francisco Ry.....	IAM	BB/ IBEW	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	HRE.
St. Louis Southwestern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		X	(#)
San Diego & Arizona Eastern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	X	(*)		BRT	HRE.
Seaboard Air Line RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Southern Pacific Co. (Pac. Lns.).....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Southern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	UTSE.
Georgia, Southern & Florida.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
Cincinnati, New Orleans & Texas Pacific Ry.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
New Orleans & Northeastern RR.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
Alabama Great Southern Ry.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
Spokane International RR.....	IAM	BB	(*)	(*)	BRCA	IBFO	(*)		(*)	(*)
Spokane Portland & Seattle Ry.....	SA	SA	SA	SA	SA	IBFO	BRSA	(#)	BRT	HRE.
Staten Island Rapid Transit Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Tennessee Central Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)	RED	(*)	(*)
Texas & New Orleans RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	HRE.
Texas & Pacific Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	HRE.
Texas Mexican Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)		(*)	(*)
Toledo, Peoria & Western RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Union Pacific RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Utah Ry.....	SA	SA	(*)	SA	SA	X	(*)		(*)	(*)
Virginia Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	(*)
Wabash RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	HRE.
Western Maryland Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Western Pacific RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.

Employee representation on selected air carriers as of June 30, 1959

	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Stewardesses and pursers	Radio and teletype operators	Mechanics	Clerical, office, stores fleet and passenger service	Stock and stores
Allegheny Airlines, Inc.	ALPA			LU	ALSSA		IAM		IAM.
American Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA	ALCEA	TWU	TWU ¹	TWU.
Bonanza Airlines	ALPA			ALDA	ALSSA		IAM	LU ¹	IAM.
Braniff Airways, Inc.	ALPA			ATDA	ALSSA	ALCEA	IAM	BRC	(?)
Capital Airlines, Inc.	ALPA			ALDA	ALSSA	ALCEA	IAM	BRC	(?)
Central Airlines	ALPA			ALDA	ALSSA		IAM	LU ¹	IAM.
Continental Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA		UAW		UAW.
Delta Air Lines, Inc.	ALPA			ALDA					
Eastern Air Lines, Inc.	ALPA	FEIA			ALSSA	ALCEA	IAM	IAM ¹	IAM.
Flying Tiger Lines, Inc.	ALPA	FEIA	TWU	ALDA	ALSSA		IAM	IAM ¹	IAM.
Frontier Airlines	ALPA			ALDA	ALSSA		IAM	ALAA	(?)
Helicopter (Air) Service, Inc.	ALPA						TWU		
Los Angeles Airways	ALPA								
Mohawk Airlines, Inc.	ALPA			ALDA	ALAA		IAM		IAM.
National Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA	ALCEA	IAM	ALAA	IAM ¹
North Central Airlines, Inc.	ALPA			ALDA	ALSSA		IAM	ALAA	IAM.
Northeast Airlines, Inc.	ALPA			ALDA	ALSSA	ROU	IAM	TWU	(?)
Northwest Airlines, Inc.	ALPA	IAM	TWU	ALDA	ALSSA	ALCEA	IAM	BRC	IAM.
Ozark Air Lines	ALPA			ALDA	ALSSA		IAM		IAM.
Pacific Air Lines, Inc.	ALPA	ALPA		ALDA	ALSSA		IAM	ALAA	IAM.
Pan American World Airways, Inc.	ALPA	FEIA		ALDA	TWU		TWU	BRC	IBT.
Piedmont Aviation, Inc.	ALPA			ALDA	ALSSA				
Riddle Airlines	ALPA						ACMA	IBT ¹	(?)
Slick Airways, Inc.	ALPA	FEIA	TWU		TWU		IAM		IAM.
Southern Airways, Inc.	ALPA			ALDA			ACMA		
Trans-Texas Airways	ALPA			ALDA	ALSSA		IAM	ALAA	IAM.
Trans World Airlines, Inc.	ALPA	FEIA	TWU	ALDA	ALSSA	ACCOA	IAM	IAM ¹	IAM.
United Air Lines, Inc.	ALPA	FEIA	TWU	ALDA	ALSSA	ALCEA	IAM	IAM ¹	IAM.
Western Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA	ALCEA	IAM	BRC	(?)
West Coast Airlines	ALPA			ALDA	ALSSA		IAM	ALAA ¹	IAM ¹

¹ Representing only a portion of the craft or class.

¹ Included in C.O.S.F. & P.S.

Marine employee representation on selected rail and air carriers as of June 30, 1959

	Licensed deck em- ployees	Licensed engine- room em- ployees	Un- licensed deck em- ployees	Un- licensed engine- room em- ployees	Cap- tains, lighters, grain boats	Holst- ing engin- eers	Float- watch- men, bridge- men, bridge operators	Cooks, chefs waiters,
Ann Arbor.....	GLLO	GLLO	SIUA	SIUA	-----	SIUA	-----	SIUA
Achison, Topeka & Santa Fe.....	MMP	NMEB	IUP	IUP	-----	-----	-----	-----
Baltimore & Ohio.....	MMP	TWU	MMP	TWU	ILA	IOE	MMP	-----
Central RR of New Jersey.....	MMP	TWU	TWU	TWU	ILA	IOE	TWU	-----
Chesapeake & Ohio..... (P.M. Div.).....	MMP	NMEB	MMP	UMW	-----	-----	MMP	-----
Chicago, Milwaukee, St. Paul & Pacific.....	MMP	GLLO	NMU	NMU	-----	-----	-----	NMU
Delaware, Lackawanna & Western.....	MMP	NMEB	IUP	IUP	-----	IUP	-----	IUP
Erie.....	MMP	NMEB	RMU	RMU	TWU	TWU	TWU	-----
Grand Trunk Western.....	MMP	UMW	UMW	UMW	ILA	ILA	UMW	-----
Lehigh Valley.....	GLLO	GLLO	NMU	NMU	-----	-----	-----	NMU
Long Island.....	TWU	TWU	TWU	TWU	ILA	IOE	TWU	-----
Missouri-Illinois.....	RMU	RMU	RMU	RMU	-----	-----	TWU	-----
New York Central.....	MMP	NMEB	MMP	NMEB	-----	-----	-----	-----
New York, New Haven & Hartford.....	MMP	TWU	MMP	TWU	ILA	-----	MMP	-----
Norfolk Southern.....	MMP	NMEB	NMEB	TWU	ILA	-----	NMEB	-----
Pan American World Airways.....	MMP	NMEB	NMEB	TWU	-----	-----	-----	-----
Pennsylvania.....	MMP	SIUA	SIUA	SIUA	-----	-----	-----	-----
Reading.....	MMP	TWU	MMP	TWU	-----	IOE	-----	HRE
Southern Pacific (Pac. Ln).....	MMP	NMEB	NMU	NMU	NMU	-----	-----	NMU
Southern.....	MMP	NMEB	IUP	IUP	-----	-----	-----	IUP
Staten Isl. Rapid Trans.....	MMP	NMEB	MMP	-----	-----	-----	-----	-----
Virginian Ry. Co.....	MMP	MMP	MMP	TWU	-----	-----	-----	-----
Wabash.....	MMP	NMEB	MMP	-----	-----	-----	-----	-----
Western Maryland.....	MMP	GLLO	UMW	UMW	-----	-----	-----	-----
Western Pacific.....	MMP	UMW	UMW	-----	-----	-----	SIUA	-----

MARINE

BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
GLLO	Great Lakes Licensed Officer's Organization
HRE	Hotel & Restaurant Employees & Bartenders International Union
IBL	International Brotherhood of Longshoremens
ILA	International Longshoremen's Association
IOE	International Union of Operating Engineers
IUP	Inlandboatmen's Union of the Pacific
MMP	International Organization of Masters, Mates and Pilots
NMEB	National Marine Engineers Beneficial Association
NMU	National Maritime Union of America
ORT	The Order of Railroad Telegraphers
RMU	Railroad Marine Union
SIUA	Seafarers International Union of North America
TWU	Transport Workers Union of America, Railroad Division
UMWA	United Mine Workers of America, District 50

RAILROADS

ARSA	American Railway Supervisors Association
ATDA	American Train Dispatchers Association
BB	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and helpers
BLE	Brotherhood of Locomotive Engineers
BLF&E	Brotherhood of Locomotive Firemen and Enginemen
BMW	Brotherhood of Maintenance of Way Employees
BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
BRCA	Brotherhood of Railway Carmen of America
BRSA	Brotherhood of Railway Signalmen of America
BRT	Brotherhood of Railroad Trainmen
BSCP	Brotherhood of Sleeping-Car Porters
DC&RRFWU	Dining Car & Railroad Food Workers Union
HRE	Hotel & Restaurant Employees & Bartenders International Union
IAM	International Association of Machinists
IARE	International Association of Railway Employes
IBEW	International Brotherhood of Electrical Workers
IBFO	International Brotherhood of Firemen and Oilers
LU	Local Union
MMS	International Union of Mine, Mill and Smelter Workers
ORCB	Order of Railway Conductors and Brakemen
ORT	The Order of Railroad Telegraphers
RED	Railway Employees' Department, AFL-CIO
RYA	Railroad Yardmasters of America
RYNA	Railroad Yardmasters of North America
SA	System Association, Committee or Individual
SMWIA	Sheet Metal Workers International Association
URRWA	Transport Workers Union of America, Railroad Division
UMW	United Mine Workers of America, District 50
UTSE	United Transport Service Employees

AIRLINES

ACCOA	Air Carrier Communication Operators Association
ACFEIA	Air Carrier Flight Engineers' Association, International
ACMA	Air Carrier Mechanics Association
ALAA	Air Line Agents Association
ALCEA	Air Line Communication Employees Association
ALDA	Air Line Dispatchers Association
ALFA	Air Line Pilots Association, International
ALSSA	Air Line Stewards & Stewardesses Association, International
ATDA	Air Transport Dispatchers Association
BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
FEIA	Flight Engineers International Association
IAM	International Association of Machinists
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America
ROU	Radio Officers' Union
TWU	Transport Workers Union of America, Airline Division
UAW	International Union, United Automobile, Aircraft, Agricultural Implement Workers of America

SYMBOLS

- # Included in System Agreement
- Carrier reports no employees in this craft or class
- X Employees in this craft or class but not covered by agreement



