

Twenty-sixth
ANNUAL REPORT OF THE
NATIONAL
MEDIATION
BOARD

INCLUDING
THE REPORT OF THE
NATIONAL RAILROAD
ADJUSTMENT BOARD



For the Fiscal Year Ended JUNE 30, 1960

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NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1960

ROBERT O. BOYD, *Chairman*

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

LEVERETT EDWARDS, *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, 1960.

*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-sixth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1960, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

FRANCIS A. O'NEILL, Jr.
Chairman.

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I. SUMMARY AND OBSERVATIONS

This is the 26th 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.

In the previous annual report the Board noted that the moratorium provisions contained in various national railroad agreements placing certain restrictions on serving and progressing proposals for changes in wages and rules extended to November 1, 1959. Various proposals and counterproposals had been served by the labor organizations and carriers to revise rates of pay, rules and working conditions. The variety and scope of these proposals were complex and posed problems to which easy answers were not available. The Board is pleased to report, however, that as the fiscal year 1960 ended most of these proposals and counterproposals had been resolved or were near settlement with a minimum of interference in the continuous operation of the nation's essential rail transportation facilities. In the airline industry problems arising from the introduction of jet equipment continued but in most instances settlements were obtained without interference to the traveling public.

Railway Labor Act—Development

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.

¹ Act of 1888; Erdman Act, 1898; Newlands Act, 1913; labor relations under Federal control 1917–20; Transportation Act of 1920; Bankruptcy and Emergency Transportation Acts, 1933.

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.

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.

Purposes of Act

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 inter-

ference, 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."

Duties of the Board

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 investigation 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 Labor 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 Dis-

putes, controversies between carriers and employees arising out of proposals to make or revise collective-bargaining agreements; and (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 of a definite procedural method 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 as embodied in existing agreements while the Board retains jurisdiction. 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 the 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.

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 will be 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.

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 agreed 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 sub-

stantially to interrupt interstate commerce to a degree such as to deprive any section of the company 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 26 years the National Mediation Board has been in existence 132 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 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 proposal 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 and consideration of the public interest involved.

Concerted Movements

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 has 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 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 of the 135 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 proceedings, 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.

Past history has indicated that the procedure of handling wage and rule movements by concerted action generally results in agreement between labor organizations and carriers without resorting to the use of economic force. Below is a résumé of the most recent successes as of this type of procedure. The airline industry has not yet developed a general practice of utilizing this method of handling its problems. The Board feels that study should be made by that industry of the advantages which accrue to both labor and management from this approach to their common problem of resolving labor disputes without infringing on the right of the public to have essential transportation continued without interruption.

National Settlements

As the fiscal year began, a series of proposals and counterproposals were exchanged between various labor organizations and carriers for revision of national railroad agreements. These proposals affected all of the major trunk line railroads in the country and most of the switching and terminal carriers. Failure to achieve settlement of

any of these disputes could have resulted in a transportation crisis which would have had a far reaching impact on the entire economy of the country. It is to the credit of the industry and the negotiators involved that after long and arduous bargaining, making full use of the various techniques of mediation, arbitration and emergency board investigation provided by the Railway Labor Act, that settlements were achieved.

In brief, these settlements were as follows:

On March 2, 1959, the Brotherhood of Locomotive Engineers had served notices requesting existing cost of living allowances be made a 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. Counter proposals served by the carriers called for a decrease of all rates of pay and allowances by 15 cents per hour and cancellation of the cost of living provisions contained in the various agreements between the parties. Mediation in this dispute began in October 1959, and continued intermittently until March 1960, at which time the parties entered into an agreement to submit their differences to voluntary arbitration for settlement. The arbitration board met in due course and on June 3, 1960, made an award which incorporated the cost of living allowances in effect May 1, 1960 (17 cents) in the existing basic rates of pay, cancelled the cost of living adjustment provisions in the existing agreement and provided an increase in the basic rates in effect November 1, 1959, as revised by inclusion of the cost of living allowance of two percent, effective July 1, 1960, and an additional two percent increase effective March 1, 1961. Arbitrariness, special allowances and guarantees were also increased. The award also provided there would be no other wage increases or decreases before November 1, 1961. See Chapter 5, Arbitration 254, for a full discussion of this award.

The Order of Railway Conductors and Brakemen, on March 2, 1959, had served notice on the carriers for revision of their wage agreements on the same basis as had the Brotherhood of Locomotive Engineers with an additional request to increase the average basic rates for road conductors by 1.6 percent of the October 1956 rates. The carriers had counterproposed by requesting cancellation of the cost of living provisions in various agreements and reduction by 15 cents in all rates of pay and allowances. This dispute was settled in mediation by an agreement June 4, 1960, which provided the same increase as had been awarded the Brotherhood of Locomotive Engineers.

The Brotherhood of Railroad Trainmen had proposed April 20, 1959, that the existing cost of living allowances be made a part of the basic rates of pay, cost of living allowances be continued on a new base, rates for certain yard employees be increased 4 cents per hour and a wage increase of 14 percent for all employees. The carriers' counterproposal was to reduce rates 15 cents per hour and cancel the cost of living provisions in various agreements. On June 22, 1960, an agreement was reached in mediation which adopted the pattern settlement which had emerged from the above mentioned disputes.

The following day, June 23, 1960, an agreement was reached in mediation between the Brotherhood of Locomotive Firemen and Enginemen, also based on the pattern settlement. The BLF&E had

requested on June 15, 1959, a wage increase of 14 percent, inclusion of two existing cost of living allowances in the basic rates of pay and a new cost of living allowance continued on a new base. The carriers' counterproposals were similar to those presented to other organizations.

The Switchmens' Union of North America had served notice February 21, 1959, on the carriers for a wage increase of 12 percent, existing cost of living allowances to be made part of the basic rates of pay and cost of living allowances to be continued on a new base. The carriers' counterproposals were similar to those indicated above. Mediation in this case commenced in October 1959 and continued from time to time until April, 1960, without resolving the issues in dispute. Subsequently, the organization circulated a strike ballot and on May 23, 1960, the President of the United States, by Executive Order, created a board pursuant to Section 10 of the Railway Labor Act to investigate the dispute. The Emergency Board No. 131 issued its report to the President July 8, 1960, the details of which are reported in Chapter 5 of this report. At the time this report was prepared for publication it was indicated that a settlement between the parties had been reached pending ratification by the organization.

Eleven cooperating railway labor organizations functioning through an Employees' National Conference Committee on May 29, 1959, served notices on the carriers for improvements in holidays and vacations with pay to be effective November 1, 1959, and January 1, 1960. The carriers served counterproposals on June 8, 1959.

The carriers contended that the organizations' proposals were barred by the provisions of the three year agreement which expired November 1, 1959. The issue was presented to the National Mediation Board and the contention of the carriers overruled in the decision issued November 13, 1959, Interpretation No. 82. However, the organizations, in the meantime on September 1, 1959, served a second set of notices on the carriers for improvements in the health and welfare plan and for a general wage increase. Carrier counterproposals were served September 20, 1959. Mediation of these disputes commenced in January, 1960, and terminated in March, 1960, without agreement between the parties. On April 22, 1960, by Executive Order No. 10875, the President of the United States created a board pursuant to Section 10 of the Railway Labor Act to investigate this dispute. The report of this board, No. 130, issued June 8, 1960, is outlined in Chapter 5 of this report. On August 19, 1960, an agreement between the railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and their employees represented by the Employees' National Conference Committees, Eleven Cooperating Railway Labor Organizations, was reached disposing of this dispute. This agreement provided that the cost of living adjustment provision in the agreement of November 1, 1956, between the parties be cancelled but that the adjustments in effect May 1, 1960 (17 cents) be included in and made a part of all currently existing rates of pay; hourly rates were increased 5 cents per hour; vacation and holiday benefits as well as hospital, surgical and medical benefits were improved; employees were provided with a \$4,000 life insurance policy, the cost of which was borne by the carriers.

STRIKES AND THREATENED STRIKES

During the past fiscal year there were only eight strikes in the rail and airline industries requiring the attention of the Board which lasted longer than a single day. These were equally divided between the two industries, four each. A tabulation of these strikes is shown in table 7 of this report. This table does not include sporadic work stoppages of short duration usually lasting a day or less. Below is a brief summary of each strike. In the railroad industry the strikes were of short duration, one lasting twelve days, the others ending in three days. It is interesting to note that three of the four strikes were halted by appeal to the courts for restraining orders on the basis that a minor dispute was involved.

In the airline industry two of the four strikes were settled by mediation agreements; one after 18 days, the other after 27 days. As of June 30, 1960, the remaining airline strikes had not been settled.

Service was disrupted on Eastern Air Lines, Inc. and Pan American World Airways June 10, 1960, when a number of pilots on these carriers failed to report to work. The apparent reason for this action was a protest by the pilots against a decision by the Federal Aviation Agency that government inspectors should be accommodated in the seat generally reserved for a third pilot on jet flights. The Air Line Pilots Association did not condone this action by individual pilots and by June 22, 1960, normal operations were resumed. This incident is not recorded in Table 7 and the National Mediation Board did not consider it appropriate to intervene in this matter.

C-2931—Chicago and Eastern Illinois Railway Company, Belt Railway Company of Chicago and Brotherhood of Locomotive Engineers.

An unauthorized strike of three days occurred on these carriers July 12 to 14, 1959. The employees returned to work when the carrier obtained a temporary restraining order from the U.S. District Court, Northern District of Illinois. Subsequently, the items which initiated the strike action, certain discipline cases and grievances pertain to rules were disposed of through agreement reached in mediation.

E-204—Salt Lake City Union Depot and Railroad Company and Switchmen's Union of North America, AFL-CIO.

A strike of three days' duration—August 13 through 15, 1959—occurred on the property of the Salt Lake City Union Depot and Railroad Company. The strike action was taken by the organization due to the carrier abolishing certain switchtender positions and requiring trainmen to handle certain switches. The strike was ended when the carrier obtained a restraining order from the U.S. Federal District Court. The carrier's operations continued during this period.

A-6077—Alton and Southern Railroad Company and Brotherhood of Railroad Trainmen.

A strike of twelve days' duration, December 31, 1959, through January 11, 1960, during which period the operations of the carrier ceased, occurred on the Alton and Southern Railroad Company.

This dispute began when the Board received advice that the Brotherhood of Railroad Trainmen had set a strike date on this carrier for September 1, 1959. The Board proffered its services to the parties and the strike date was postponed. Mediation was undertaken in an effort to dispose of the various issues which were the basis upon which the

organization set the strike date. These issues involved several requests by the organization for rule changes on such matters as assignment by bulletin, investigation, time limit on claims, five day work week, and military service. All of these items with the exception of the request for a revision of the investigation rule were disposed of by a mediation agreement. Subsequently, the organization declined the arbitration offer of the Board and instituted a work stoppage on December 31, 1959. The parties reached a settlement of the dispute January 11, 1960, which ended the strike.

C-3015—New York Central Railroad (Northern District) and Brotherhood of Locomotive Firemen and Enginemen.

An unauthorized strike of three days' duration resulting from a controversy over a deadhead rule commenced May 16, 1960, on the Northern District of the New York Central Railroad. The employees, represented by the Brotherhood of Locomotive Firemen and Enginemen, returned to work May 18, 1960, when the carrier obtained a court order restraining the employees from further strike action.

A-6044—Southern Airways, Inc. and Air Carrier Mechanics Association, International.

A strike of airline mechanics represented by the Air Carrier Mechanics Association, International, commenced on Southern Airways, Inc., on August 1, 1959. As of June 30, 1960, a settlement of this strike had not been made. The organization had requested the mediation services of the Board in a dispute with the carrier involving revisions of the working agreement. The application was docketed and, while the case was in mediation, the strike occurred as the result of a dispute between the parties over the application of the rules of the existing agreement to a request by the carrier that employees perform overtime work. The carrier's operations have continued during this period.

Case A-6056—The Flying Tiger Line, Inc. and Transport Workers Union of America, AFL-CIO.

A strike of 27 days' duration occurred on this carrier in a dispute over revision of the navigators' working agreement. Requests to revise numerous items in the working agreement covering wages and working conditions had been made by both the carrier and the organization. Settlement was not made in direct negotiations and the services of the Board were requested. Mediation commenced in November 1959 but was not successful in composing the differences between the parties. Both parties refused to arbitrate the issues in dispute and on January 23, 1960, the navigators withdrew from the service of the carrier. During the course of the strike the Board offered its services to the parties and on February 18, 1960, an agreement was reached and the operations of the carrier resumed.

A-6076—Mohawk Airlines, Inc. and Air Line Employees Association.

A work stoppage of 18 days occurred on Mohawk Airlines, Inc., commencing March 17, and ending April 3, 1960, when an agreement between the parties was reached in mediation.

This dispute between the Air Line Employees' Association and Mohawk Airlines, Inc., involved the organization's efforts to negotiate an

initial contract with the carrier after having been certified by the Board as the representative of Flight Attendants on this carrier. Efforts by the organization to negotiate an agreement directly with the carrier were not successful whereupon the services of the Board were invoked. Mediation efforts were not successful and arbitration was proffered. Later the Board, in the public interest, requested the parties to hold further conferences under its auspices. These further conferences were unproductive and the organization set a strike date for March 17, 1960. On that same date the Air Line Pilots Association, as the parent organization of the Air Line Employees Association, requested that organization to defer strike action. The Air Line Employees agreed to this request; however, this information did not reach the individuals involved until after picket lines had been established. The carrier, in the meantime, cancelled all flights and suspended pilots from duty. During the period of work stoppage conferences were held under the auspices of the Board with the parties finally terminating in an initial working agreement for flight attendants and a back to work agreement for pilots.

Case A-6102—Southern Airways, Inc. and Air Line Pilots Association.

The Air Line Pilots' Association withdrew all pilots from the service of Southern Airways, Inc. on June 5, 1960, and have remained on strike to the present time. This dispute arose out of a request by the organization to revise the current working agreement covering rates of pay, rules and working conditions as well as changes in the pilots' retirement plan. Mediation in this case was not successful and the Board's proffer of arbitration was rejected by both the carrier and the organization whereupon the organization set a strike date for May 4, 1960. On May 3, 1960, the Board suggested that further conferences between the parties, with the assistance of a mediator, might be productive. The organization, in deference to the Board, withdrew its strike notice and a series of conferences under the auspices of the Board were held without resolving the dispute. The Board again urged the parties to submit their differences to arbitration. At this time the organization accepted the Board's arbitration proposal but the carrier maintained its position and again declined to arbitrate the dispute. The strike which began June 5, 1960, has not been settled to date. The carrier's operations have continued.

Threatened Strikes

During the past fiscal year seven emergency situations involving major transportation facilities developed, following the failure of direct negotiations between the parties, mediation, and declinations to arbitrate, which required action under Section 10 of the Act. This section of the Act provides that if in the judgment of the National Mediation Board a dispute not settled by the mediation or arbitration procedures of the Act threatens substantially to deprive any section of the country of essential transportation the Board shall notify the President who in his discretion may create a board to investigate and report respecting such dispute.

These disputes, one involving an air carrier; the others pertaining to carriers by rail, were referred by executive order of the President to the following Emergency Boards:

<i>Emergency Board</i>	<i>Parties</i>
No. 126-----	Atchison, Topeka and Santa Fe Railway Co. and Brotherhood of Locomotive Engineers
No. 127-----	New York Central System and Order of Railway Conductors and Brakemen
No. 128-----	Pan American World Airways, Inc. and Brotherhood of Railway and Steamship Clerks
No. 129-----	Long Island Railroad and Brotherhood of Railroad Trainmen
No. 130-----	Carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and Eleven Cooperating (nonoperating) Railway Labor Organizations
No. 131-----	Chicago, Rock Island and Pacific Railroad Co., and other Carriers represented by the Western Carriers' Conference Committee and Switchmens' Union of North America, AFL-CIO
No. 132-----	The Pennsylvania Railroad Company and The Transport Workers' Union of America, Railroad Division, AFL-CIO, and System Federation No. 152, Railway Employees Department, AFL-CIO

Chapter V contains a synopsis of the reports and recommendations of these boards to the President.

During the past fiscal year the Board docketed a total of 31 "E" cases. These cases usually involve a situation wherein a work stoppage has been threatened and a date set for strike action. The Board, under these circumstances may proffer its services under section 5 of the Act and endeavor to work out prior to any strike deadline an arrangement between the parties which will dispose of the issues in dispute and thus avoid an actual shutdown of operations. During this period the Board closed a total of 29 "E" cases. In reviewing the closed cases it is noted that only one "E" case eventually resulted in a strike, six cases were disposed of by the parties directly without further handling by the Board, two cases were referred to the President for action under section 10 of the Act, thirteen cases were found upon investigation to involve "minor" disputes. In most instances these cases were disposed of by creation of a special board of adjustment to adjudicate the "minor" disputes, six of the remaining cases were disposed of by mediation agreements and an agreement to arbitrate disposed of one case.

In the case involving the Detroit, Toledo and Ironton Railroad Company and the Brotherhood of Locomotive Engineers the Board, upon being advised of a potential strike, proffered its services. During mediation conferences it was developed that several issues relating to rules and working conditions were in dispute. Eventually all of these issues were disposed of by agreement between the parties with the exception of a request by the organization for four hours' compensation for engineers who are operating locomotives equipped with radio telephones. The parties agreed to submit the dispute arising out of this request to arbitration for final and binding decision. Arbitration Board 255, created by this agreement, had not commenced hearings at the end of the fiscal year.

The Board always encourages the parties to a dispute to utilize the arbitration provisions in section 7 of the Act, as a means of disposing

of issues in dispute rather than resorting to the use of economic force. There are few if any issues which cannot be disposed of by the arbitration process and this procedure should be more frequently used as a method of disposing of unresolved issues. A settlement worthy of comment was made in a dispute between various carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the Brotherhood of Maintenance of Way Employees, Case A-5987, where the parties agreed prospectively to settle certain issues through the processes of arbitration. The Board believes that this is a noteworthy achievement. The agreement provides that in regard to rates of pay of new positions and adjustment of rates of supervisory employees covered by the rules of the collective agreement between the parties where duties and responsibilities have allegedly been expanded, there shall be meetings between the parties in an endeavor to reach mutual agreement. In the event mutual agreement is not reached the issue will be submitted to arbitration in accordance with the provisions of the Railway Labor Act. Other sections of the agreement provide that in the event a carrier decides to effect a material change in work methods involving employees covered by the rules of the collective agreement there shall be prior consultation by the parties with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employees involved.

ITEMS OF SPECIAL INTEREST

Pending National Wage and Rule Movements

The railroad carriers had served proposals November 2, 1959, on the various operating organizations—Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmens' Union of North America, to revise the 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. At the end of the fiscal year a request for the mediation services of the Board had not been made in this dispute. The parties, under the auspices of the Secretary of Labor, were attempting to work out details of a commission to study the work rules issue without resorting to the procedures of the Railway Labor Act.

In the last annual report, reference was made to the national wage movements initiated by the Railroad Yardmasters of America and the American Railway Supervisors' Association on October 1, 1959. Settlement of the American Railway Supervisor's Association movement was announced by the organization September 26, 1960. Settlement was made in direct negotiations and generally followed the pattern established by other railway unions in the above mentioned National settlements. At the conclusion of the fiscal year no request for the mediation services of the Board had been made in regard to the wage movement of the Railroad Yardmasters of America.

Committee of Three Neutrals

During the past fiscal year the Air Line Pilots Association petitioned the Board to investigate a representation dispute among the Flight Deck Crew Members, employees of United Air Lines, Inc. Investigation disclosed that this application was intended to include pilots, co-pilots and flight engineers in a single craft or class where previously pilots and co-pilots had been treated as a separate craft or class as had flight engineers. In view of the nature of this dispute and its far reaching effects on the airline industry, the Board, acting under the provisions of Section 2, Ninth of the Railway Labor Act, referred the dispute to a committee of three neutrals. The Act states in regard to disputes concerning representatives of employees :

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, or may appoint a committee of three neutral persons who after hearing shall within ten days designate the employees who may participate in the election.

This is the first time such a committee has been appointed under the Railway Labor Act. The members of the committee consisted of J. Glenn Donaldson, Denver, Colorado, Chairman; George S. Ives, Washington, D.C., Member; and David H. Stowe, Washington, D.C., Member. Hearings by the committee had not been completed at the close of the fiscal year.

Applications for Mediation

Applications for the mediation services of the Board frequently indicate a misunderstanding as to the jurisdiction of the National Mediation Board and that of the National Railroad Adjustment Board. Such applications are received with the advice that a change made or proposed to be made by the carrier "constitutes a unilateral change by the carrier in the working conditions of the employees without serving notice or conducting negotiations under section 6 of the Act." The Board is requested to take immediate jurisdiction of the dispute and call the carriers' attention to the "status quo" provisions of section 6 of the Act, i.e., have the carrier withhold making the change in working conditions, or restore the pre-existing conditions if the change has already been made, until the dispute has been processed by the National Mediation Board.

Section 6 of the Railway Labor 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 the 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 organization in these instances will contend that proposed changes by the carrier should not be made without following the procedures cited in section 6 above. These changes may involve assign-

ment 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 changes which arise from development of new and improved method of work performance.

The carrier, on the other hand, will maintain the procedure of notice and conference outlined in section 6 does not apply as the section has application only to those working conditions incorporated in written rules which have been made a part of the collective bargaining agreement with the representative of the 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.

It is clear then that disputes of this nature involve a problem as to whether the proposed change can be instituted without serving a notice of intended change in the agreement on the other party. This raises a question of application of the existing agreement to the pending proposal. Such a dispute is referable to the National Railroad Adjustment Board. On the other hand, if it is contended by the organization that the carrier has no right to make the proposed changes, and the carrier maintains that it is not restricted by the terms of the agreement from making the change, then the dispute pertains to the question of what the agreement requires and the dispute should be referred to the National Railroad Adjustment Board in accordance with section 3 of the Railway Labor Act for decision.

Another type of situation involves the case where an organization serves a proper section 6 notice on the carrier proposing to restrict the right of the carrier to unilaterally act in a certain area. Handling of the proposal through various stages of the Railway Labor Act has not been completed when complaint will sometimes be made that the carrier is not observing the "status quo" provisions of section 6 when it institutes an action which would be contrary to the agreement if the proposed section 6 notice had at that time been accepted by both parties.

Section 6 states that where notice of intended change in an agreement has been given, rates of pay, rules and working conditions as expressed in the agreement shall not be altered by the carrier until the controversy has been finally acted upon in accordance with specified procedures. In brief, the rights of the parties which they had prior to serving the notice of intention to change remain the same during the period the proposal is under consideration, and remain so until the proposal is finally acted upon. The Board has stated in instances of this kind that the serving of a section 6 notice for a new rule or a change in an existing rule does not operate as a bar to carrier actions which are taken under rules currently in effect.

Decisions of Significance

The following cases involving the Railway Labor Act are of general interest:

The Order of Railroad Telegraphers v. Chicago and Northwestern Railway Co. (U.S. Sup. Ct., Apr. 18, 1960). In this case the U.S. Supreme Court held that the organization's request to amend the collective bargaining agreement with a provision which would prohibit the carrier from abolishing jobs without the concurrence of the organization was a bargainable issue under the Railway Labor Act. A

Federal district court decision which had dismissed the carrier's request to enjoin what it regarded as an illegal strike was upheld on the basis that a controversy concerning the terms and conditions of employment was a labor dispute within the meaning of the Norris-LaGuardia Act which deprives Federal courts of the jurisdiction to issue injunctions in such disputes.

The Brotherhood of Locomotive Engineers v. Missouri-Kansas Texas Railroad Company (U.S. Supreme Ct., June 20, 1960). In this case a Federal district court issued an injunction enjoining the organization from striking over a "minor" dispute. As a condition of the injunction the district court required certain conditions be met by the carrier. The Supreme Court found that the attachment of conditions when equitable relief was granted was not limited by the Railway Labor Act and did not constitute an abuse of discretion by the court.

International Association of Machinists v. Street (108 S.E. 2nd 796). In the last annual report of the Board reference was made to this case pending before the U.S. Supreme Court which involves the question of validity of section 2, eleventh (Union shop provisions) of the Railway Labor Act in connection with the use of union dues for political and other purposes not related to collective bargaining functions. This case was argued before the court. However, an order was issued (No. 258, June 20, 1960) setting the case for reargument in the 1960 term and notifying the U.S. Attorney General that the constitutionality of section 2, eleventh of the Railway Labor Act was in question.

Air Line Stewards and Stewardesses Association v. Northwest Airlines, Inc. (U.S. Supreme Court certiorari denied November 23, 1959). In this case the lower court decided that the Railway Labor Act does not cover employees of a United States owned airline who are hired and perform all of their services outside the United States.

II. RECORD OF CASES

1. CASES HANDLED BY THE BOARD

The Railway Labor Act 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 1960, 37 "E" cases were docketed, making a total of 235 in less than a 6-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 in-

volved 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 1960, 97 "C" cases were handled by the Board, 43 of which required the assignment of a mediator and 9 required formal hearings.

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, contained in the back of this report, reveals the total number of all cases formally docketed during the fiscal year 1960 was 309. This represents a decrease of 12 cases as compared with 321 docketed the previous year. A decrease accrued in both representation cases docketed, 63 cases this year as contrasted with 83 the prior year, and in interpretation cases, 5 docketed in this year as compared to 9 the year immediately preceding this report. Docketing of 241 mediation cases in fiscal 1960 represents an increase of 12 cases over the total 229 docketed in 1959.

The effect of the AFL-CIO no-raid pact, and an almost total cessation of raiding between the railroad operating brotherhoods during the last half of this year, accounts for the sizeable decline in representation disputes.

As mentioned in our previous reports, the standard railroad collective bargaining agreements were subject to a 3-year moratorium terminating on November 1, 1959. Following the termination date, parties were again able to serve notices seeking changes in existing agreements. The last quarter of fiscal 1960 noted a substantial gain in mediation cases docketed by the Board. There is reason to believe this increase will continue through the coming year.

2. DISPOSITION OF CASES

Table 1 further reveals that a total of 292 cases were disposed of during fiscal 1960 compared to 348 the preceding year making a decrease of 56 cases. In the 26-year period, 1935-60, 9,631 cases have been disposed of.

Mediation cases disposed of in 1960 totaled 226, 22 less than the total of 248 disposed of in the prior year. The total for the 26-year period is 6,135.

Representation cases disposed of in fiscal 1960 totaled 59, 29 less cases than the 88 cases disposed of in 1959. The total disposed of in the 26-year period is 3,415.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

As shown on table 3, 6,963 employees were involved in the 59 representation disputes disposed of during fiscal 1960. Railroad employees accounted for 5,135 employees involved in 39 cases, while

1,828 airline employees were involved in 20 airline representation disputes.

Table 4 reveals that of the grand total of 292 cases of all types disposed of in 1960, railroad cases accounted for 199 cases while the airlines accounted for 93. Railroad train, engine and yard service employees is still the one single group accounting for the largest number of cases, 95 this year which includes 15 representation cases, 78 mediation cases, and 2 interpretation cases. The clerical, office, station, and storehouse group accounted for a total of 33 cases, composed of 2 representation, and 31 mediation cases. Railroad marine service accounted for 12 cases, and telegraphers accounted for 10.

In the airline industry, the pilot group accounted for 26 cases, 24 mediation and 2 representation; the clerical, office, stores, fleet and passenger service group accounted for 17, 13 mediation and 4 representation; and 10 cases were handled for miscellaneous airline groups.

Table 5 is a summary by crafts or classes of employees engaged in representation. Of the total of 59 such cases handled, involving 68 crafts or classes and 6,963 employees, railroad employees accounted for 39 cases involving 46 crafts or classes and 5,135 employees or 74 percent of all employees.

Airline employees were engaged in 20 cases involving 22 crafts or classes and 1,828 employees for a total of 26 percent of all employees engaged in representation disputes disposed of by the Board.

The train service craft or class was involved in only 3 representation disputes but accounted for 1,983 employees which is 28 percent of the total. Engine service employees were engaged in 10 disputes with 12 crafts or classes and 1,041 employees involved accounting for 15 percent of the total. The marine service craft or class was involved in 11 disputes accounting for 824 employees or 11 percent of the total.

In the airline industry the clerical, office, stores, fleet and passenger service craft or class was involved in 4 representation disputes involving 454 employees, or 6 percent of the total of all employees. The radio and teletype operators craft or class was involved in 4 representation disputes involving 597 employees or 8 percent of the total. Miscellaneous airline crafts or classes accounted for 4 cases involving 597 employees, or 8 percent of the total.

4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal year 1960 totaled 241, representing an increase of 12 cases over the prior year. The total of cases docketed when added to 199 cases on hand at beginning of the year makes a total of 440 cases considered by the Board during the period covered by this report. Two hundred and twenty-six cases were disposed of, leaving 214 cases pending.

Of the total of 226 cases disposed of, as seen by table 2, 153 were railroad and 73 were airline. Mediation agreements were obtained in 112 cases, 72 railroad 40 airline; 4 arbitration agreements were executed, 3 railroad and 1 airline; 32 cases were withdrawn after mediation, 28 railroad 4 airline; 14 cases withdrawn before mediation, 12 railroad and 2 airline; 47 cases were closed because of refusal to arbitrate, the carrier refused in 12, the employees in 26, and both parties refused in 9 cases. Railroad disputes accounted for 25 cases closed because of refusal to arbitrate and the airline disputes for 22.

Dismissal by the Board was the reason for closing 17 cases, 13 railroad and 4 airlines.

Of the total of 153 railroad cases disposed of, Class 1 carriers were involved in 117 cases, Class 2 in 7, switching and terminal carriers in 18, electric roads in 4, and miscellaneous railroad companies in 7.

Rules accounted for the major issues in 126 cases, 100 railroad and 26 airline. Mediation agreements were obtained in 46 of these cases, 40 railroad and 6 airlines. Arbitration agreements disposed of 3 cases, 2 railroad and 1 airline. Nineteen cases were withdrawn after receiving mediation service, 17 railroad and 2 airline. Ten cases were withdrawn before mediation, 9 railroad and 1 airline. Refusal to arbitrate accounted for 32 cases disposed of by the Board, 20 railroad and 12 airline; the carrier refused to arbitrate in 10 cases, the organizations in 18, and both parties refused in 4 cases. The Board dismissed 16 rules cases, 12 railroad and 4 airlines.

Rates of pay were involved in 85 cases, 40 railroad and 45 airlines. Mediation agreements were obtained in 62 cases, 30 railroad and 32 airlines. One railroad case was disposed of by an agreement to arbitrate. Five cases were withdrawn after mediation, 3 railroad and 2 airline; 3 cases were withdrawn before mediation, 2 railroad and 1 airline. Refusal to arbitrate accounted for 13 cases disposed of, 3 railroad and 10 airlines, the carrier refused to arbitrate in 1 case, the employees in 7 and both parties refused in 5. One railroad case was dismissed.

New agreements were involved in 3 cases, 1 railroad and 2 airlines; all three were disposed of through mediation agreements.

Miscellaneous issues were involved in 12 railroad cases, 1 was disposed of by mediation agreement, 8 were withdrawn after mediation, 1 was withdrawn before mediation, and 2 cases were disposed of after refusal to arbitrate. The carrier refused to arbitrate in one case and the employees refused in the other.

5. ELECTIONS AND CERTIFICATION OF REPRESENTATIVES

Table 3 is an analysis of the 59 representation cases disposed of by the Board. There were 6,963 employees involved in this type of dispute and 5,559 actively participated in the outcome.

Certifications based on election were issued in 43 cases, 30 railroad and 13 airline. Of the 30 railroad cases in this category among 36 crafts or classes, 4,295 employees were involved, and of this total, 4,072 employees cast valid ballots for their choice of a representative in the secret elections held by the Board. In the 13 airline cases where certifications were issued covering 14 crafts or classes, 1,106 employees were involved and 918 of these employees exercised their right to cast a secret ballot.

Certifications were issued in 2 railroad cases based on a check of signed authorizations. These 2 cases involved 3 crafts or classes totaling 707 employees; 489 of this total submitted valid authorizations.

Five cases were withdrawn after an investigation by a mediator, 3 railroad and 2 airline. Of the 3 railroad cases among 3 crafts or classes 37 employees were involved. The 2 airline cases, covering 3 crafts or classes, involved 74 employees.

Two railroad cases among 2 crafts or classes involving 37 employees were withdrawn before an investigation was made.

Dismissals were issued in 7 cases, 2 railroad and 5 airline. The 2 railroad cases among 2 crafts or classes involved 59 employees. The 5 airline cases among the same number of crafts or classes involved 80 employees.

Table 6 shows 493 railroad employees in 6 crafts or classes acquired representation for the first time by means of a secret ballot election conducted by the Board. This group of employees represents a total of 7 percent of all employees involved in representation disputes. Representation was acquired by 62 employees in 2 crafts or classes based on a check of authorization cards.

Representation was changed, following a secret ballot election, for 1,685 railroad employees in 21 crafts or classes. This group accounted for 24 percent of all employees involved in representation disputes during the year. A change of representation for 645 employees in 1 craft or class was authorized after a check of authorization cards.

Following Board supervised secret ballot elections, representation remained unchanged for 2,250 railroad employees in 16 crafts or classes. This group accounted for 32 percent of all employees involved in representation disputes during the year.

The 5,135 railroad employees in 46 crafts or classes accounted for 74 percent of all employees engaged in representation disputes.

In the air transport industry, 236 employees in 7 crafts or classes acquired representation by a national union for the first time based on election results. In one craft or class 7 employees selected by secret ballot election to be represented for the first time by a local union. This is the only case during the year where a local union was certified as the representative of a group of employees.

Following secret ballot elections, representation was changed for 663 airline employees in 5 crafts or classes. This group accounted for 10 percent of all employees engaged in representation disputes during the year.

Representation remained unchanged for 922 employees in 9 crafts or classes following secret ballot elections. This group accounted for 13 percent of all employees involved in representation disputes.

The 1,828 air transport employees in 22 crafts or classes accounted for 26 percent of all employees engaged in representation disputes docketed by the Board during fiscal 1960.

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 VI of this report which indicates that during the past fiscal year 1,262 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 negotia-

tions 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. * * *

Conferences 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 31 cases were assigned in the "E" number series. In the same period 29 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. 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 negotia-

tions to a 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. 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.

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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, 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. 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.

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." 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 for valid reasons 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 or 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 7 awards rendered during the fiscal year 1960 on disputes submitted to arbitration. There is also included in the following listing another case which was withdrawn from arbitration by the parties prior to the commencement of hearings in the dispute because settlement of the controversy was reached between the parties making it unnecessary to convene the arbitration board:

ARB. 247 (Cases A-5900—A-5910).—*National Airlines, Inc., and Air Line Communication Employees Association, Unaffiliated.*

On May 1, 1959, the representatives of the parties entered into an agreement to submit to arbitration a dispute involving request of the employees for an increase in rates of pay.

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

However, prior to the date scheduled for hearings to commence in this case, communications were received by the National Mediation Board advising that an agreement had been reached between the parties under date of August 19, 1959, disposing of all issues in this dispute.

ARB. 248 (Case A-5907).—*Great Northern Ry. Co. and Switchmen's Union of North America, AFL-CIO*

Members of the Arbitration Board were C. A. Pearson, representing the carrier; James W. Fallon, representing the organization; and Harold M. Gilden, neutral member, named by the parties. Mr. Gilden was selected chairman of the Board.

Hearings commenced July 7, 1959, and the award was rendered April 20, 1960. The dispute in this case was initiated by the carrier serving a section 6 notice July 17, 1958, requesting the cancellation of Rule 18(c) of the existing Labor Agreement between the parties and

in lieu thereof proposed the adoption of a new rule to provide, in substance, (1) for the substitution of the word "may" for "will" with reference to the ranks of switchmen being the primary source for obtaining replacements for filling yardmaster vacancies, and in the appointment of additional yardmasters; and (2) granting the Carrier the exclusive right to decide who, among the several switch foremen bidding for the job opening, is the best qualified.

The Board in its award stated that the Carrier's request made by letter of July 17, 1958, should be denied.

ARB. 249 (Case A-5892).—*Capitol Airways, Inc., and The Air Line Pilots Association, International*

Members of the Arbitration Board were Francis J. Roach, representing the carrier; Charlie Jones, representing the Association, and Paul N. Guthrie, neutral member, named by the parties. Mr. Guthrie was selected chairman of the Board.

Hearings commenced August 18, 1959, and the award was rendered October 20, 1959. A dissenting opinion was filed by the carrier member.

The dispute involved a question as to the rates of pay and meal expense allowance for pilots in the employ of the company.

The Board in its award granted an increase of \$10 per month in the base pay for captains and co-pilots. The hourly rate for captains flying C-46 aircraft was increased 10 cents per hour. Mileage rates for captains flying in the category 0-17,000 miles was increased 1½ cents. The pay speed for the 1049H aircraft was set at 280 miles per hour for hourly pay purposes and 300 miles per hour for mileage pay purposes.

The Board denied the request for an increase in the international override for captains and co-pilots and for a change in the monthly guarantee from 60 hours to 70 hours in international operations. A request for an increase in meal allowances was also denied.

ARB. 250 (Case A-5894).—*Trans World Airlines, Inc., and The Air Line Pilots Association, International*

Members of the Arbitration Board were Fred Austin, representing the carrier; Vernon W. Lowell, representing the association; and Sidney A. Wolff, neutral member, named by the parties. Mr. Wolff was selected chairman of the Board.

Hearings commenced February 8, 1960, and the award was rendered March 16, 1960. The dispute involved a question as to what changes and provisions, if any, should be included in Section 12(B) (1) of the working agreement as a result of the Pilots' proposals dated May 29, 1958. Section 12(B) (1) of the agreement pertains to trip and training expenses: international operations.

The Award of the Board was as follows:

That Section 12(B) (1) of the Agreement between Trans World Airlines, Inc., and The Air Line Pilots in the Service of Trans World Airlines, Inc., as represented by The Air Line Pilots Association, International, signed May 22, 1959, shall be amended, so that said paragraph, effective April 1, 1960, shall read as follows:

"(B) International Operations

"(1) When a pilot in International Operations is on a trip away from his base station on Company business, the following shall apply: (a) With the exception of the stations listed in (b) below, the Company will provide suitable and adequate lodging, transportation and meals at every regular TWA station without cost to the pilot. (b) At the stations listed below, the Company will

provide suitable and adequate lodging and transportation. In lieu of Company furnished meals, the following hourly rates will be paid, computed on a block-in to block-out basis at the following stations:

Frankfurt -----	\$0.38
London -----	.37
Paris -----	.40
Madrid -----	.37
Rome -----	.40

At any of the above stations, when the pilot is required to remain at the airport, the Company will provide suitable meals in conformity to present operating practices. Where the pilot is released from duty so that he may leave the airport, a minimum of 6 hours at the applicable hourly rates shall be paid. (c) In addition to the above, a pilot shall receive \$1.50 per diem to cover enroute laundry and other miscellaneous expenses, including tips. (d) When the Company does not provide such facilities as outlined above, reasonable actual expenses will be allowed therefor."

In making the foregoing Award we recognize that the above amendment reflects a change in operating policy and that either party may give notice of intended change, in accordance with the provisions of Section 26 of said Agreement and the provisions of the Railway Labor Act.

ARB. 251 (Case C-2948).—*The Pullman Co. and the Order of Railway Conductors and Brakemen*

Members of the Arbitration Board were F. J. Boeckelman, representing the carrier; J. K. Hinks, representing the organization; and Carroll R. Daugherty, neutral member, appointed by the National Mediation Board. Mr. Daugherty was selected Chairman of the Board.

Hearings were held January 5, 1960, and the award was rendered January 25, 1960.

The dispute involved a controversy in respect to a claim by a conductor for compensation for his 1957 vacation, earned in 1956, but denied by the company because he was discharged on April 18, 1957, one day before scheduled to begin said vacation. Claimant was reinstated to company service in March 1959 by order of the Third Division of the National Railroad Adjustment Board.

The award of the arbitration Board in sustaining claimant's right to receive compensation for the vacation earned but not allowed, pointed out that the claimant had exercised his right of appeal to the National Railroad Adjustment Board and because such Board had ordered his reinstatement, his employment status with the company was never finally terminated; that the period between dismissal and reinstatement to employment must be regarded as a period of suspension; and that under the collective bargaining agreement specific provision had been made to the effect that a conductor who is under suspension at the time his vacation period begins shall be compensated for whatever vacation was earned.

ARB. 252 (Case A-6008).—*Trans World Airlines and Air Line Stewards and Stewardesses Association, International*

Members of the Arbitration Board were John P. Mead, representing the carrier; Lee Leibik, representing the association; and David L. Cole, neutral member, appointed by the National Mediation Board. Mr. Cole was selected Chairman of the Board.

Hearings commenced December 9, 1959, and the award was rendered June 29, 1960.

The dispute submitted for decision involved a number of unresolved issues growing out of proposals of both parties for revision of the collective bargaining agreement between the parties covering rates of pay, rules, and working conditions of Hostesses and Flight Purser.

The specific issues and Award of the Board on each of them are listed below:

1. The Board shall decide whether all Purser and Hostesses, regardless of nationality, place based, or routes flown, who serve aboard TWA airplanes, shall be covered by this agreement with respect to rates of pay, rules and working conditions, without deciding whether or not the Railway Labor Act, as amended, imposes a duty upon TWA to bargain collectively with the ALSSA as the representative of foreign nationals based outside the United States, it being understood that a determination of such legal issue is presently pending in the courts of the United States.

Award: The provisions of the agreement of January 8, 1958, between the parties concerning the pursers and hostesses covered by the agreement, and on whose behalf Air Line Stewards and Stewardesses Association, International (hereinafter called the "Association") is recognized as the designated and authorized representative shall remain unchanged, except (a) that the new agreement shall stipulate that flight attendants who are foreign nationals and based outside the United States may not fly to or from any point in the United States except in accordance with the provisions of said agreement; (b) that such foreign nationals based outside the United States shall neither have nor accrue any seniority rights under said agreement; and (c) any employee covered by the ALSSA-TWA agreement who is transferred to a foreign base shall remain subject to the agreement.

2. The issue of appropriate rates of pay and the formula or method for determining such rates of pay, on both Domestic and International operation, including but not limited to the establishment of a wage differential on any equipment other than piston equipment.

Award: All base rates of pay of flight attendants shall be increased eight percent, and the incentive pay of flight attendants on international operations payable for flight hours in excess of 70 shall be raised from \$3.75 per hour to \$4.25 per hour; these increases shall become effective March 1, 1959, for other than piston engine equipment and May 1, 1959, for piston engine equipment. On February 1, 1961, all base rates then in effect shall be increased by 5 percent.

3. The issue of appropriate expense allowance to be included in Article IV(A)(1) of the Agreement.

Award: The expense allowance of 32 cents per hour, as stipulated in Article IV(A)(1) of the agreement of January 8, 1958, shall be raised to 35 cents per hour, effective May 1, 1959.

4. The issues of appropriate flight time limitations on equipment other than piston, on-duty limitations, and flight time credit for all types of equipment.

Award: The maximum periodic hours of flight of flight attendants shall remain unchanged, except that on turbo-jet equipment in domestic operations this maximum shall be 78.5 hours per month and in international operations it shall be 235.5 hours per calendar quarter, and, further, that in computing the number of hours of flight for both flight credit and pay purposes, the higher of scheduled or actual hours per flight shall be used.

5. The issue of deleting the last sentence of Article XIII(F). (A provision of the "Filling of Vacancies Rule" governing the filling of positions at Stations outside of the United States.)

Award: The Association's proposal that the last sentence of Article XIII(F) of the 1958 agreement be deleted is rejected.

6. The issue of deleting Article XIII(G). (A provision of the "Filling of Vacancies Rule" governing the assignment by carrier of employees when a hostess or flight purser covered by the agreement is not available.)

Award: The Association's proposal that Article XIII(G) of the 1958 agreement be deleted is rejected.

7. The issue of deleting the last paragraph of Article XXI(B). (A provision of the "Scheduling Rule" governing the assignment by carrier of a hostess or purser to certain charter trips.)

Award: The Association's proposal that the last paragraph of Article XXI(B) of the 1958 agreement be deleted is rejected.

8. The issue of the contractual establishment of a cabin attendant complement.

Award: The proposal of the Association that a specific cabin attendant complement be established by contract is rejected.

9. The issue of the application of the benefits provided by the Merchant Marine Act of 1920 (Jones Act) to cabin attendants on the International Operations.

Award: The proposals that cabin attendants in international operations be given the benefits of the Jones Act and certain maintenance and care benefits not provided in the 1958 agreement are rejected; it is directed, however, that a provision be included similar to that now in the agreement between the Association and United Air Lines by which cabin attendants in international operations are given the benefits of either the workmen's compensation laws of the State having jurisdiction of the claim or of the Federal Longshoremen's and Harbor Workers' Act, whichever is higher.

10. The issue of whether or not Article VIII (D) and (E) (of the "Sick Leave Rule") should be revised as originally proposed by the Company in their opening notice dated January 29, 1959.

Award: The proposal of the Carrier that Article VIII (D) and (E) of the 1958 agreement be revised is rejected.

11. The issue of whether or not Article VI(C) should be amended to provide for a minimum of 16 hours rest at base station as well as layover station.

Award: The proposal of the Carrier that Article VI(C) of the 1958 agreement be amended is rejected.

12. The issue is the establishment of a provision for bilingual qualifications for International cabin attendants.

Award: The proposal of the Carrier that there be included in the agreement certain provisions with respect to bilingual qualifications for international cabin attendants is rejected.

13. The Board shall make any other revisions to the Agreement and any supplementary documents existing between the parties, which are necessary in order for them to conform to the determinations made above.

Award: This award shall be put into effect not later than one month after it is received by the parties, and it shall continue in force until February 1, 1962; the Company may, however, if it is found necessary, defer the effective date of 4 (above) until September 1, 1960.

Except as indicated above, all proposals of either party for additions to or modification of the provisions contained in the agreement of January 8, 1958, are rejected.

The Member of the Board representing the Association filed a dissenting opinion to the Award.

ARB. 253 (Case—None).—*The Pullman Co. and the Order of Railway Conductors & Brakemen*

Members of the Arbitration Board were F. J. Boeckelman, representing the carrier, J. K. Hinks, representing the organization and Carroll R. Daugherty, neutral member, appointed by the National Mediation Board. Mr. Daugherty was selected chairman of the Board.

Hearings were held January 5, 1960, and the award was rendered January 25, 1960.

This dispute arose over a claim by Conductor G. W. Courson, employed by the Company's Augusta (Georgia) Agency, that he be credited and paid for each trip that Conductor P. B. King, the senior

of the two conductors employed in the Agency, was required to work during the period when the latter was due to go on vacation.

The Board in its award stated the issues presented as follows:

1. The basic issues presented by the instant case may be stated as follows:

"(a) When during a given calendar year a conductor qualifies under the Parties' above-mentioned Vacation Agreement for an additional week of vacation, may he elect to exercise his seniority (or be required by furlough) to take his vacation prior to the date of said qualification and under the conditions applicable before such date?

"(b) If the answer to (a) is 'yes', shall he be entitled to the above-mentioned additional week of vacation (or pay in lieu thereof) later in said year or in any subsequent period?

"(c) If the answer to (a) is 'yes', and if the Company so schedules the senior conductor's vacation, is an extra conductor entitled to be paid for the vacation relief work that the extra man would have obtained if the senior man's vacation had not been so scheduled?

"(d) Because in the instant case the senior conductor's vacation was not scheduled under a 'yes' answer to (a) above, should the instant claim be sustained?"

The award answered these issues, in short, as follows:

(a) Yes.

(b) No.

(c) No.

(d) The claim of Conductor Courson was sustained.

ARB. 254 (Case A-6080).—*Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers*

Members of the Arbitration Board were Guy W. Knight and J. E. Wolfe, representing the carriers; Roy E. Davidson and Donald S. Beattie, representing the organization; Archibald Cox and Richard A. Lester neutral members named by the parties. Mr. Cox was selected Chairman of the Board.

Hearing commenced on April 5, 1960, and the unanimous award of the Board Members was rendered June 3, 1960.

The dispute submitted for decision was based upon the proposal served on the major rail carriers of the country by the organization March 2, 1959 and the counterproposals served by the carriers March 20, 1959. The organization's proposal was a request for the following:

1. The cost-of-living allowances in effect November 1, 1959, shall be included and made a part of existing basic rates of pay.

2. The cost-of-living adjustment provisions will be continued in effect with appropriate revisions in paragraphs (a), (b), (c), and (f) to reflect a new Consumers' Price Index base which shall be the index as of September 1959.

3. Basic daily rates in effect November 1, 1959, as revised by Item 1, will be increased 12 percent.

4. All arbitraries, miscellaneous rates, special allowances, monthly and daily guarantees in effect November 1, 1959, will be increased by 12 percent.

The carriers' proposal was a request that:

1. Effective November 1, 1959, all rates of pay (which for the purposes of this notice shall include cost-of-living allowances) in effect on October 31, 1959 shall be decreased 15 cents per hour, or \$1.20 per day. All mileage rates, guarantees, arbitraries, miscellaneous rates and special allowances shall be decreased in proportion to the daily decrease; except that daily earnings minima shall be decreased by the amount of the daily decrease, and in local freight service the same differential in excess of through freight rates shall be maintained.

2. The cost-of-living adjustment provisions contained in existing agreement or agreements shall be cancelled effective October 31, 1959.

The Board in its award denied the proposal of the carriers in its entirety except that the cost-of-living adjustment provisions contained in the existing agreements were canceled.

The request of the organization was granted, in part, as follows:

(a) The cost-of-living allowances in effect May 1, 1960 (17 cents), shall be included in, and made a part of, the then existing basic rates of pay.

(b) The cost-of-living adjustment provisions in the existing agreement are hereby canceled.

(c) Basic daily rates in effect November 1, 1959, as revised under item (a) shall be increased 2 percent effective July 1, 1960, and an additional 2 percent of the same base effective March 1, 1961.

(d) All arbitraries, miscellaneous rates, special allowances, monthly and daily guarantees shall be increased in proportion to, and on the effective dates of, the increases herein awarded in exactly the same manner as to the increases granted by the agreement of July 18, 1957, were applied.

The award was to remain in effect until November 1, 1961, and thereafter until changed in accordance with the Railway Labor Act. The award also provided that no other wage increases or decreases shall be made effective before November 1, 1961.

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 seven Emergency Boards which were issued during the fiscal year ending June 30, 1960.

EMERGENCY BOARD No. 126 (Case E-218).—*Atchison, Topeka and Santa Fe Ry. Co.-Coast Lines, and the Brotherhood of Locomotive Engineers*

The Emergency Board created under the Presidential Executive Order dated February 12, 1960, was composed of Dudley E. Whiting, Chairman, of Detroit, Mich.; Harold M. Weston, Member, New York City; and Richard W. Nahstoll, Member, Portland, Oreg.

Hearings were conducted in Los Angeles, Calif., commencing June 7, 1960.

During the course of the Board's proceedings, the parties entered into stipulations requesting an extension of time limits within which the Board would report to the President. The President approved these requests.

The report to the President was issued July 15, 1960.

The dispute submitted to the Board in this case involved 10 items included in the Organization's strike ballot, encompassing proposals made to carrier. These proposals sought the payment of arbitraries or additional compensation and improvement in rules of the collective bargaining contract between the parties. Negotiations between the parties and mediation were unsuccessful in disposing of the issues, and the Organization declined proffer of arbitration.

Among the subjects covered by the proposals of the Organization were: requests for an arbitrary for the operation of locomotives equipped with radio-telephone facilities, guarantee of earnings to extra engineers to equal earnings of engineers in pool freight service, additional compensation at end of tour of duty until completion of necessary reports and registering off duty, arbitrary for changing engines, increase in rate of pay for certain passenger runs east of Winslow, Ariz., increase in rates of local or way-freight runs and improvement in rules relating to Deadhead Pay, Runaround Pay and Held Away from Service, Final Terminal Delay, and Assigned engineers used in Other Service.

The report of the Board to the President commented at length on each of the issues and the evidence and testimony presented at the hearing. In general, the Board recommended that the Organization withdraw the proposals for the reason that they were not reasonably justified in equity, practicality or industry practice.

The Board observed that in its opinion the real stumbling block to a negotiated settlement in this case were (1) the proposal of the Organization for an arbitrary payment to engineers operating locomotives equipped with radio-telephone and (2) the proposal of the Organization for a guarantee of earnings to extra engineers equal to the average earnings of engineers in pool freight service.

On the radio-telephone issue, the Board reported that the radio-telephone did not impose any additional duties or responsibilities to the engineer's job and did not require any special skill, training or physical effort. Also it felt that this type of equipment aided the engineer in the performance of his communication duties while at the same time increased safety and expedited train movements.

On the issue of Guarantee of Earnings to Extra Engineers, the Board reported that no major carrier has such a guarantee in force and that the record failed to establish any real need for the proposed guarantee, because extra engineers have a built-in guarantee in the mileage limitation rule and their seniority standing on the firemen's list; that there can be no justification for a guarantee by the Carrier to extra engineers when the number on the extra list is controlled solely by the Organization representing the Engineers and the Organization representing the Firemen.

The report concluded that the investigation had led the Board to believe that absent the radio-telephone and extra board guarantee proposals, the remaining items would be readily resolved on bases already discussed between the parties or suggested in its report, and finally recommended:

1. That the Organization withdraw forthwith its demands for an arbitrary payment to engineers operating locomotives equipped with a radio-telephone and for a guarantee to extra engineers.
2. That the parties then meet and resolve the other issues by agreement.

EMERGENCY BOARD NO. 127 (Case A-5866).—*New York Central System and the Order of Railway Conductors and Brakemen*

The Emergency Board created under the Presidential Executive Order dated February 29, 1960, was composed of Leo C. Brown, S. J., Chairman, of St. Louis, Mo.; J. P. Carey, Member, Chicago, Ill., and David R. Douglass, Member, of Oklahoma City, Okla.

Hearings were conducted in Chicago, Ill., commencing March 14, 1960.

During the course of the Board's proceedings the parties entered into stipulations requesting an extension of time limits within which the Board would report to the President. The President approved these requests.

The report to the President was issued June 20, 1960.

The dispute grew out of a 1958 decision of the New York Central to take over operation of sleeping cars on its lines. This service had been handled by The Pullman Co.

The change resulted in loss of jobs for about 120 Pullman conductors, whose work on the lines of the New York Central was transferred to railroad train conductors.

The organization sought an agreement with the carrier whereby an additional conductor would be assigned on all trains which carried a sleeping car. Equitable consideration for displaced Pullman conductors was also sought. The Board found from the evidence that such added work as was imposed on train conductors was not in

general unduly burdensome, and that in the comparatively few instances where additional help had been required, the carrier had assigned a helper conductor to relieve the situation.

The Board recommended that the organization withdraw its notices which had initiated this dispute, and it further recommended that the carrier and the organization negotiate and agree upon a procedure for handling and settling a train conductor's request for help to assist him in properly completing his assigned work.

EMERGENCY BOARD 128 (Case A-6130).—*Pan American World Airways, Inc., and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees*

The Emergency Board created under the President's Executive Order dated March 18, 1960, was composed of Paul N. Guthrie of Chapel Hill, N.C., Chairman; Arthur Stark, New York, N.Y., and Saul Wallen, Boston, Mass.

Hearings were conducted in New York, N.Y., beginning April 18, 1960. 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 2, 1960.

This dispute arose out of proposals served by the organization in a notice dated October 9, 1959, on the carrier indicating its desire to change certain terms and conditions of the contract. Direct negotiation and mediation under the auspices of the National Mediation Board failed to resolve the issues in dispute. The organization declined to submit the dispute to arbitration and subsequently set a strike date whereupon 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 the dispute. The organization's proposals contemplated numerous changes in rules as well as a substantial increase in compensation. Various rule changes had also been proposed by the carrier in its counterproposals served on the organization.

The Board in its recommendations suggested alternative proposals to dispose of the wage issue.

In the event a 2-year contract was agreed upon a 21 cents an hour increase across the board was recommended. If a 3-year contract was negotiated the Board recommended a 31 cents an hour increase across the board. The 2-year agreement would extend from January 1, 1960, through December 31, 1961, providing across-the-board wage increase of 11 cents an hour on January 1, 1960, and 10 cents an hour on January 1, 1961. The 3-year contract would extend from January 1, 1960, through December 31, 1962, providing across-the-board wage increases of 13 cents an hour on January 1, 1960; 8 cents an hour on January 1, 1961; and 11 cents an hour on January 1, 1962.

The Emergency Board also recommended inclusion in the agreement of a new longevity pay provision which would grant increases ranging from 1 cent to 10 cents an hour to employees depending upon length of service. A revision of shift differential provisions recommended by the Board included one which would raise the night shift differential from 12 cents to 17 cents an hour.

Employees based in Puerto Rico would be granted an additional 8 cents an hour across-the-board increase as a step in reducing the

differential between the rates in Puerto Rico and those in the continental United States.

The Board also recommended a revision of the existing classification system by eliminating 4 wage groups from the bottom of the present scale and adding one wage group at the top. This would have the effect of raising the hiring rate by 24 to 30 cents and increasing the maximum rate by 15 cents.

Other improvements in fringe benefits and rule changes recommended by the Board concerned hours of service and overtime, probationary period, leave of absence, service away from assigned headquarters, vacations, health and safety, discipline, and grievance procedures.

EMERGENCY BOARD NO. 129 (Case E-213).—*The Long Island R.R. Co. and the Brotherhood of Railroad Trainmen*

The Emergency Board created under the President's Executive Order, dated April 18, 1960, was composed of Curtis G. Shake, Vincennes, Ind., Chairman; Edward A. Lynch, Pottsville, Pa., and Lloyd H. Bailer, New York, N.Y.

Hearings were conducted in New York, N.Y., beginning April 26, 1960. The hearings were concluded May 6, 1960. A report to the President was issued May 18, 1960.

At the hearings the organization offered five exhibits which were received in evidence. It had no witnesses and produced no testimony other than the statements of its Deputy President. The carrier introduced 17 exhibits and 11 witnesses testified in its behalf.

The issues involved in this dispute pertain to four demands served by the organization upon the carrier and six demands made by the carrier.

The organization's demands were as follows:

1. All short turn-around passenger rules now providing for 26 days work be revised to read "22 days work" and that said rules continue to contain all provisions now existing.
2. All men in local freight service be given a 5-day work week with 7 days pay.
3. Yard brakeman's rate for all switchtenders.
4. All assignments not now receiving 95 cents air hose allowance in yard service will be given said allowance under the same conditions that other men are paid.

The Board recommended that all of the organization's demands be withdrawn. In its recommendation in regard to the first two demands of the organization the Board commented that to recommend that the carrier accept these demands would do violence to that balance among and between the wage rates of the several classifications of labor in this industry which management and labor have been so careful to preserve throughout the history of national wage handling in this industry from 1937 to date.

In regard to the third demand the Board stated that:

The Carrier, has significantly pointed out that if the existing wage relationship between switchtenders and yard brakemen is disturbed it may be anticipated that yardmen and other groups of employees will demand increases to restore the historical and traditional differentials. This would result in a chain reaction to which there would be no practical end. Such situations are certainly not to be encouraged.

In regard to the final request of the organization the Board stated that:

The Organization is not proposing to broaden the scope of the work that yard trainmen may be required to perform in consideration of the 95 cents payment to all members of the group, but merely to require the extension of such payment to those who are not called upon to render any such service. Such a formula would do violence to the fundamental concept that wages are paid for services rendered and would amount to a mere gratuity. * * *

The carrier's 6 demands were as follows:

1. Payment of standard rates of pay in passenger and freight service.
2. Carrier will have the sole prerogative of arranging its runs to meet the requirements of its service.
3. Discontinuance of payments under so-called "make whole" rule.
4. Elimination of time and one-half payments for a second tour of duty within 24 hours in road freight service.
5. Eliminate requirements with respect to the manner in which road crews pick up and dispose of their train and handle their cabin car.
6. Carrier will have the prerogative of transferring Extra Men from one yard to another without agreement.

The Board recommended that the first, fourth, fifth and sixth demands be withdrawn by the carrier.

In regard to the second demand the Board recommended that the rules involved here be revised to give the carrier the sole prerogative of arranging its runs to meet the requirements of its service.

In discussing this recommendation the Board stated:

This demand of the Carrier goes to a very basic principle—its right to operate its business and direct its working force efficiently.

It also involves its right to utilize the services of employees, during hours paid for by the Carrier but which are now nonproductive.

We find merit in this demand of the Carrier.

In regard to the third demand by the carrier the Board recommended that the parties negotiate revisions of Rules 20(d) and 45(d) and (e).

In reaching this recommendation the Board stated:

The right of regularly assigned employees to be protected against loss of earnings when they are required to fill other jobs, and the right of extra men to receive the compensation incident to the positions they actually work are proper subjects for appropriate rules. On the other hand, a situation that encourages employees to forego the exercise of their seniority and claiming available regular assignments, so that they may receive the emoluments of the most profitable extra jobs that may accrue, without working them, is inimical to the best interests of the Carrier and the Organization alike. Such practices do violence to the orderly exercise of the seniority of rights of the employees and burden the Carrier with labor costs that are not balanced by work performed.

EMERGENCY BOARD NO. 130 (Cases A-6157 and A-6158).—Akron & Barberton Belt RR and other carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees represented by Eleven Cooperating (nonoperating) Railway Labor Organizations

The Emergency Board created under the Presidential Executive Order dated April 22, 1960, was composed of John T. Dunlop, Chairman, Belmont, Mass., Benjamin Aaron, Los Angeles, Calif., and Arthur W. Sempliner, Detroit, Mich.

Hearings were conducted in Chicago, Ill., commencing April 26, 1960. By agreement of the parties and with the consent and approval of the President the time for filing the Board's report was

extended to June 8, 1960, at which time the Board's report was submitted to the President.

The issues before this Board arose out of 2 sets of proposals and counter-proposals. On May 29, 1959, the organizations served notices on the carriers for improvement in holidays and vacations with pay to be effective November 1, 1959, and January 1, 1960, and the carriers served counter-proposals on June 8, 1959.

The carriers contended that the organization's proposals under date of May 29, 1959, were prematurely served in view of the moratorium provisions of the Mediation Agreement of November 1, 1956, between the parties.

The National Mediation Board was requested for a decision in this matter. Interpretation No. 82 was issued November 13, 1959, by that Board and stated, "that any notice requesting change in existing agreements dealing with vacations 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."

In the meantime the organizations had on September 1, 1959, served a second set of notices on the carriers for improvements in the health and welfare plans and for a general wage increase and the carriers had served counter-proposals on September 20, 1959. All of these various proposals and counter-proposals arising from the two sets of notices were considered by this Emergency Board.

In regard to wages the organizations proposed the incorporation into the basic wage rates of the cost-of-living adjustments made under the previous three-year agreement through November 1, 1959, which aggregated 16 cents per hour; the cancellation of the cost-of-living escalator; and a general increase of 25 cents per hour effective November 1, 1959. The carriers proposed a general reduction of 15 cents per hour effective November 1, 1959, and the cancellation of the cost-of-living adjustment provisions effective October 31, 1959, and amendments to the health and welfare plan.

The proposals of the organizations and counter-proposals of the carriers with respect to health and welfare involve the issues of the special account, equal benefits for employees and dependents, cost-control features, other benefits, group life insurance, and certain legal issues. These legal issues arose from the contention of the carriers that the proposals of the organizations did not come within the scope of mandatory bargaining because such proposals are "outside the ambit of 'rates of pay, rules and working conditions' as these words are used in the Railway Labor Act," that the proposals require the carriers to assume liability contrary to the Federal Employers' Liability Act, and that the proposals for life insurance relate to a field preempted by Congress through passage of the Railroad Retirement Act.

(Action in regard to these issues was pending in the U.S. District Court for the Northern District of Illinois, Eastern Division.)

With respect to vacations the proposals of the organizations and the counter-proposal of the Carriers involved length of vacations, length-of-service requirements, minimum work requirements, military service, survival of vacation benefits, and administration of vacation rules.

The proposals of the organizations and the counter-proposals of the Carriers with respect to paid holidays involve the number of paid holidays, eligibility and qualifications for holiday pay, holidays during vacation period, holidays for Dining Car Employees, and double time for holiday work.

Following is a summary of the Board's recommendations in regard to all these issues.

Wages and Health and Welfare

(1) The Board recommends that the parties agree to a general wage rate increase of 5 cents per hour over the rates currently prevailing, effective July 1, 1960.

(2) The Board recommends that the parties negotiate the following improvements in the health and welfare program, effective with the new policy year of their contract with the insurer :

(a) An increase in the contribution by the Carriers to the special account in an amount necessary to insure its financial integrity over the period ahead ;

(b) Additional contributions by the Carriers to equalize dependents' benefits with employees benefits, except with respect to benefits that may result in disproportionate costs ;

(c) Additional contributions by the Carriers to provide group life insurance benefits ; and

(d) If mutually determined by the parties to be within reasonable limits, additional contributions by the Carriers to provide extension of employee benefits to furloughed employees for a period of 3 months, and to pay for the costs of injuries and illnesses arising out of employment.

(3) The Board's recommendations on the health and welfare issues are made in lieu of a recommendation for a further general wage increase, effective in early 1961, the recommended additional contributions by the Carriers to the health and welfare program being regarded by the Board as wage equivalents. The foregoing recommendations of the Board on health and welfare proposals are designed to assist the parties in reaching an agreement without prejudice to their respective contentions on the legal issues.

(4) The Board recommends that the Organizations and the Carriers diligently explore all avenues of cost-control in order to improve the administration of their health and welfare program.

(5) The Board recommends that the 17 cents-per-hour, cost-of-living adjustments from May 1, 1957, through May 1, 1960, be incorporated in the basic wage rates.

Vacations

(1) The Board recommends that the present requirement of 5 years' service for a 2-week vacation be reduced to 3 years' service, effective for the calendar year, 1960. The Board recommends no change in the present requirements of 1 year's service for a 1-week vacation and 15 years' service for a 3-week vacation, nor does it recommend an additional fourth week of vacation.

(2) The Board recommends that the parties negotiate a change in the present minimum work requirements for vacation eligibility on the basis of either or both of the following methods :

(a) Reducing the number of qualifying days below the present requirement of 133 days of compensated service in the previous calendar year, either uniformly for all employees, or in accordance with a schedule based on years of service ;

(b) Allowing employees who would be entitled to vacations of 2 or 3 weeks on the basis of total years of continuous service, but who fail to meet the minimum work requirements in the preceding calendar year, some proportion of the vacation they would otherwise have received.

(3) The Board recommends that the parties consider, in connection with their review of minimum work requirements, the possibility of counting days lost because of off-the-job injuries as days of compensated service.

(4) The Board recommends that the parties negotiate an amendment to the present vacation agreement which will provide, subject only to limited and specific exceptions, that earned vacation allowances be paid to employees who quit or who are discharged for cause, and which will also provide that if an employee dies before receiving his earned vacation allowance, the allowance be paid first to his designated beneficiary, if any, or to his estate.

(5) The Board recommends no changes in the present vacation rules with respect to employees returning from military service, or to administration of the vacation agreement generally.

Holidays

(1) The Board recommends that the parties negotiate a change in the present rules regarding eligibility and qualifications for holiday pay so as to include, in addition to employees who qualify under the present rules, employees who meet both of the following tests:

(a) A seniority status of at least 60 days, and

(b) Compensated service in the majority of all the work days in the 30 calendar days preceding the holiday.

(2) The Board recommends that the parties negotiate a further change in the present rules regarding eligibility and qualifications for holiday pay so that employees who have complied with all requirements for holiday pay, including those recommended by this Board, and who are available for work on both such days, but are not assigned on either or both, should be eligible for holiday pay.

(3) The Board recommends no changes in those rules regarding holidays during vacation period and rate of pay for holidays worked, in view of the fact that the parties have not seen fit to review the doctrine that holiday pay is compensation for loss of take-home pay in its entirety.

(4) The Board recommends no increase in the present number of 7 holidays.

(5) The Board returns to the parties without recommendation, because of lack of sufficient evidence, the issue of holiday pay for Dining Car Employees.

EMERGENCY BOARD No. 131 (Case A-6082).—*Chicago, Rock Island & Pacific RR Co. and other carriers represented by the Western Carriers' Conference Committee and certain of their Employees represented by the Switchmen's Union of North America, AFL-CIO*

The Emergency Board created under the Presidential Executive Order dated May 23, 1960, was composed of Russell A. Smith, Chairman, Ann Arbor, Mich.; Harold M. Gilden, Member, Chicago, Ill., and Morrison Handsaker, Member, Easton, Pa.

Hearings were conducted in Chicago, Ill., commencing May 31, 1960. The report to the President was issued July 8, 1960.

The dispute considered by the Board presented the following issues growing out of proposals of the Organization under date of February 21, 1959, for a wage increase and subsequent proposals of the carriers on the Organization for a wage decrease:

1. Whether basic daily rates of pay, in effect November 1, 1959, should be increased by 12 percent, as proposed by the Organization, or whether all rates of pay should be decreased by 15 cents per hour, or \$1.20 per day, as proposed by the carriers.

2. Whether cost-of-living allowances in effect November 1, 1959, should be included and made a part of then existing basic rates of pay, as proposed by the Organization.

3. Whether, as proposed by the Organization, cost-of-living adjustment provisions should be continued in effect, or, discontinued, as proposed by the carriers.

The Board reported that during the course of the hearings in this dispute, an organization representing substantially all of the locomotive engineers and another organization representing substantially all of the road conductors on the major carriers of the country, completed wage settlement agreements with the carriers involved. The Board also referred to the nature of the recommendations of Emergency Board 130, which issued its report to the President on June 8, 1960, in connection with the wage and rules requests of Organizations representing substantially all of the Nonoperating employees on major carriers of the country and the counter proposals of the carriers involved. In the Board's view, these developments indicated that a

basic pattern of settlement of the current general wage movements in the railroad industry had been set.

As a result of discussions by the Board with the parties, an agreement was reached to narrow the issues in this case to a single question of whether as contended by the Organization in this case the yard ground service employees it represents should be granted an increase beyond the "pattern" because of alleged intra-industry "inequity."

After considering the testimony and evidence presented by the parties on the "inequity" issue, the Board concluded that it did not provide a basis for granting the yard service employees involved an increase beyond the indicated wage increase pattern for railroad employees.

The Board then recommended that the dispute should be resolved as follows:

1. By including the cost-of-living allowances in effect May 1, 1960 (17 cents per hour), in, and making them a part of, the existing basic rates of pay.
2. By canceling the cost-of-living adjustment provisions in existing agreements.
3. By increasing basic daily rates in effect November 1, 1959 (as revised under Recommendation No. 1), 2 percent effective July 1, 1960, and an additional 2 percent of the same base effective March 1, 1961.
4. By increasing all arbitraries, miscellaneous rates, special allowances, monthly and daily guarantees in proportion to, and on the effective dates of, the increases herein recommended.
5. By agreeing that the increases recommended herein shall be effective from July 1, 1960, and March 1, 1961, as aforesaid, until November 1, 1961, and thereafter until changed in accordance with the Railway Labor Act, and that no other wage increases or decreases shall be made effective before November 1, 1961.
6. By withdrawing any and all demands not consistent with the foregoing.

EMERGENCY BOARD No. 132 (Cases A-5949—E134).—The Pennsylvania Railroad Co. and The Transport Workers' Union of America, Railroad Division, AFL-CIO, and System Federation No. 152, Railway Employees Department, AFL-CIO

The Emergency Board was created under the President's Executive Order dated May 20, 1960, and was composed of Frank P. Douglass, Pine, Colo., Chairman; A. Langley Coffey, Tulsa, Okla., and Paul H. Sanders, Nashville, Tenn.

Hearings were conducted in Philadelphia, Pa., commencing June 1, 1960.

By agreement of the parties and with the approval of the President the time within which the report of the Board was to be submitted was extended 5 days. The report to the President was issued June 24, 1960.

This dispute began on June 26, 1957, when the Transport Workers' Union served a so-called Section 6 notice on the Carrier in which they sought to have the existing rules agreement of the organization modified to include a work classification and scope rule, additional advance notice of abolition of positions, and severance pay for furloughed employes. The Carrier made certain counter-proposals.

After a period of negotiations the carrier advised the Transport Workers' Union that it would be impossible for it to agree on a work classification and scope rule unless agreement could be reached between the Transport Workers' Union (Railroad Division) AFL-CIO and the System Federation No. 152 Railway Employees Dept., AFL-CIO on the allocation of certain work. Discussions were had between the two organizations during the fall of 1957, culminating in an agreement between them on a proposed work classification and scope rule which

would embrace all crafts and classes represented by the organizations involved.

Thereafter, in January 1958, the two organizations made a joint proposal to the Carrier.

The issues were not resolved in direct negotiations and the services of the National Mediation Board were requested by the parties. Arbitration was proffered by the National Mediation Board October 26, 1959, but rejected by the organizations and a strike date set for December 21, 1959. However, on November 25, 1959, through efforts of the National Mediation Board an agreement was reached whereby the dispute would be submitted to an agreed-upon neutral person who would have the authority to conduct an investigation and hold hearings and submit recommendations to the parties "as a basis for reaching an understanding to adjust the dispute, but such recommendations shall not be binding upon either party."

Mr. Francis J. Robertson was named by the National Mediation Board as the neutral on December 4, 1959. Hearings were conducted by Mr. Robertson between December 14, 1959 and January 14, 1960. After the completion of the hearings, the neutral member engaged in extensive informal discussions and mediation with the parties extending over a period of several months. During this period a number of matters and rules were tentatively agreed upon. Mr. Robertson released a report on May 3, 1960, dealing with those items upon which tentative agreement had not been reached.

On May 9, 1960, the parties met for the purpose of discussing Mr. Robertson's report after which on May 11, 1960, the employees advised the carrier of their intention to strike on June 6, 1960. On receiving notice of this intention to strike, the National Mediation Board took action on May 18, 1960, which resulted in the President creating this Emergency Board on May 20, 1960, by Executive Order No. 10877.

The Board's report stated that the dispute in this case related to 20 points of difference remaining in the negotiation of a completely new agreement between the railroad and the labor organizations. These are grouped into three areas of disagreement including: (1) Work classification rules setting forth the allocation of job duties to particular crafts; (2) the "scope" rule establishing the boundaries between work subject to the agreement and that not included; and (3) a number of miscellaneous work rules relating to such matters as seniority, grievance handling, leaves of absence, vacations, etc. The Board's report examines arguments and makes a recommendation for the settlement of each issue remaining in dispute. It noted the substantial progress that the railroad and the labor organizations had made in reaching agreement on a very large number of issues by negotiation over the last two years and urged renewed efforts by all concerned to resolve remaining differences. No wage issue was involved in this dispute.

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 26-year period 1935-60. During the last fiscal year 3 additional new agreements were filed with the Board, 1 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 1,262 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 (i). 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 1960, the Board was called upon to interpret the terms of 5 mediation agreements which added to the 5 requests on hand at the beginning of the fiscal year made a total of 10 under consideration. At the conclusion of the fiscal year 7 requests had been disposed of while 3 requests were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 81 cases under the provisions of section 5, second, of the Railway Labor Act as compared to a total of 3,462 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 26 years the Adjustment Board has been in existence, it has received a total of 54,541 cases, and has disposed of 48,584. At the close of the fiscal year 1960, the Board had on hand 5,957 unadjusted cases, which was an increase of 312 over those on hand at the close of the previous year. Reference to table 9 in this report shows that a total of 763 cases were disposed of during the fiscal year 1960 by decision, and that 724 were withdrawn. New cases received during fiscal year 1960 numbered 1,799 compared with 2,297 in fiscal 1959.

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 101 special boards of adjustment were in session while 30 boards which had been created had not met as of July 30, 1960. During the past fiscal year the Board created 55 new special boards of adjustment. Approximately 3,214 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 by elections 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

REGISTER

MEMBERS NATIONAL MEDIATION BOARD

<i>Name</i>	<i>Appointed</i>	<i>Termination</i>
William M. Leiserson.....	July 21, 1934	Resigned May 31, 1939.
James W. Carmalt.....	do.....	Deceased Dec. 2, 1937.
John M. Carmody.....	do.....	Resigned Sept. 30, 1935.
Otto S. Beyer.....	Feb. 11, 1936	Resigned Feb. 11, 1943.
George A. Cook.....	Jan. 7, 1938	Resigned Aug. 1, 1946.
David J. Lewis.....	June 3, 1939	Resigned Feb. 5, 1943.
William M. Leiserson.....	Mar. 1, 1943	Resigned May 31, 1944.
Harry H. Schwartz.....	Feb. 26, 1943	Term expired Jan. 31, 1947.
Frank P. Douglass.....	July 3, 1944	Resigned Mar. 1, 1950.
Francis A. O'Neill, Jr.....	Apr. 1, 1947	Term expires Feb. 1, 1962.
John Thad Scott, Jr.....	Mar. 5, 1948	Resigned July 31, 1953.
Leverett Edwards.....	Apr. 21, 1950	Term expires Feb. 1, 1961.
Robert O. Boyd.....	Dec. 28, 1953	Term expires Feb. 1, 1963.

2. FINANCIAL STATEMENT

The Board's three separate appropriations were consolidated into one for the fiscal year 1960. Allotments were made for three activities; obligations for which were as follows in fiscal 1960: Mediation, \$561,446; Voluntary arbitration and emergency boards, \$307,342; Adjustment of railroad grievances, \$533,857.

Accounting of all moneys appropriated by Congress for the fiscal year 1960, pursuant to the authority conferred by "An act to amend the Railway Labor Act approved May 20, 1926" (amended June 21, 1934) :

Expenses and obligations :

Personnel services.....	\$1, 111, 662
Travel and transportation of persons.....	180, 234
Rent, communications and utilities.....	40, 344
Printing	39, 397
Other services.....	17, 316
Supplies and materials.....	7, 395
Equipment	6, 297
Total	1, 402, 645
Unobligated balance.....	34, 355
Appropriation	1, 437, 000

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

COUTTS, R. C.,¹ *Chairman*
HICKS, D. H., *Vice Chairman*

BARNES, C. R.
BLAKE, R. W.
BORDWELL, H. V.
BURTNESSE, H. W.
CARROLL, R. A.²
CARTER, P. C.³
CASTLE, W. H.
CONWAY, C. A.
DUGAN, C. P.
DUGAN, D. S.
DUGAN, G. H.
FERN, B. W.
GOODLIN, C. E.
HAGERMAN, H. K.
HAINES, J. B.
HINKS, J. K.
HORSLEY, E. T.
JOHNSON, R. P.

KEALEY, C. W.
KEMP, J. E.
LOSEY, T. E.
MEYERS, W. R.
MILLER, D. A.
MULLEN, J. F.
ORNDORFF, GERALD
REESER, H. J.
RYAN, W. J.
SARCHET, ROGER⁴
SOMERLOTT, M. E.
TAHNEY, J. P.
WACHOWIAK, R. H.
WHITEHOUSE, J. W.
WIESNER, E. W.
WOLFE, J. R.
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 1960, pursuant to the authority conferred by "An Act To Amend the Railway Labor Act, approved May 20, 1926" (approved June 21, 1934)

Regular appropriation: National Railroad Adjustment Board's portion of Salaries and Expenses, National Mediation Board-----		\$554, 500
Expenditures:		
Salaries of employees-----	\$298, 163	
Salaries of referees-----	128, 381	
Travel expenses (including referees)-----	25, 700	
Transportation of things-----	77	
Communication services-----	9, 512	
Printing and reproduction-----	35, 392	
Other contractual services-----	3, 345	
Supplies and materials-----	5, 544	
Equipment-----	6, 124	
Contribution to retirement fund-----	19, 065	
Taxes and assessments-----	2, 554	
Total expenditures-----		533, 857
Unexpended balance-----		20, 643

¹ Resigned. Unexpired term completed by J. B. Haines.

² Replaced R. M. Butler, deceased.

³ Replaced E. H. Fitcher, deceased, on Second Division.

⁴ Temporarily replaced C. P. Carr, deceased, who had replaced R. C. Coutts.

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

Name	Title	Salary paid	Duties
Howard, Leland.....	Administrative officer.	\$10,693.28	Subject to direction of Board, administers its governmental affairs.
Dillon, Mary E.....	Secretary.....	6,078.40	Secretarial, stenographic, accounting, and auditing.
Larson, George.....	Clerk.....	4,359.68	Clerical.

FIRST DIVISION

MacLeod, John M.....	Executive secretary...	\$9,620.64	Administration of affairs of division and subject to its direction.
Smith, Margaret J.....	Secretary (confidential assistant).	5,945.12	Secretarial, stenographic, and clerical.
Blee, Ruth W.....	do.....	4,618.56	Do.
Ellwanger, D. M.....	do.....	5,931.68	Do.
Schroeter, Marie A.....	do.....	5,931.68	Do.
Meehan, Elizabeth E.....	do.....	4,923.84	Do.
Smith, Joan M.....	do.....	5,804.00	Do.
Postof, Evelyn F.....	do.....	861.12	Do.
Roudebush, Ethel A.....	do.....	5,633.76	Do.
Williams, Margaret M.....	do.....	5,628.16	Do.
Fisher, Doris.....	Secretary (administrative assistant).	5,480.00	Do.
Bathurst, Pauline E.....	Secretary (confidential assistant).	5,274.56	Do.
Morgan, Ruth B.....	do.....	5,252.16	Do.
Benard, Yolanda D.....	do.....	1,094.40	Do.
Killeen, Eugene A.....	Administrative assistant.	5,931.68	Clerical.
LeBeau, Nancy E.....	Clerical assistant.....	5,172.64	Do.
Redlin, Avis A.....	Clerk-stenographer.....	4,201.44	Stenographic and clerical.
Pett, Lawrence H.....	Clerk.....	3,565.92	Clerical.

REFEREES

Begley, Thomas C., 1¼ days at \$75 per day.	-----	\$112.50	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Coburn, William H., 90 days at \$75 per day.	-----	6,750.00	Do.
Daugherty, Carroll R., 89 days at \$75 per day.	-----	6,675.00	Do.
Ferguson, Emmett, 29¼ days at \$75 per day.	-----	2,193.75	Do.
Roberts, Munro, Sr., 58 days at \$75 per day.	-----	4,350.00	Do.
Royse, Wilbur A., 59 days at \$75 per day.	-----	4,425.00	Do.
Sembower, John F., 39 days at \$75 per day.	-----	2,925.00	Do.

SECOND DIVISION

Sassaman, Harry J.....	Executive secretary...	\$9,620.64	Administration of affairs of division and subject to its direction.
Glenn, Allise N.....	Secretary (confidential assistant).	5,945.12	Secretarial, stenographic, and clerical.
Lindberg, Robert L.....	do.....	5,945.12	Do.
Morrison, Margaret E.....	do.....	5,945.12	Do.
Shaughnessy, M. V.....	do.....	5,945.12	Do.
Williams, Dorothy M.....	do.....	5,945.12	Do.
Goble, Agatha E.....	do.....	5,931.68	Do.
Vought, Marcella R.....	do.....	5,931.68	Do.
Watson, Muriel G.....	do.....	5,931.68	Do.
Sturman, Alta M.....	do.....	5,501.52	Do.
Fontaine, Dorothy T.....	Secretary (administrative assistant).	5,804.00	Do.
Thomas, Cecella G.....	Secretary (confidential assistant).	5,787.20	Do.
Powers, Jeff.....	Clerk-typist.....	4,370.56	Typing and clerical.
Powell, Betty A.....	Clerk-stenographer.....	926.72	Stenographic and clerical.

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

REFEREES

Name	Title	Salary paid	Duties
Bailer, Lloyd H., 81 days at \$75 per day.		\$6,075.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Carey, James P., Jr., 50½ days at \$75 per day.		3,787.50	Do.
Ferguson, Emmett, 12¾ days at \$75 per day.		956.25	Do.
Murphy, Francis B., 96¼ days at \$75 per day.		7,218.75	Do.
Stone, Mortimer, 36 days at \$75 per day.		2,700.00	Do.

THIRD DIVISION

Schultz, Stanley H.	Executive secretary	\$6,063.12	Administration of affairs of division and subject to its direction.
Tummon, A. Ivan	do.	3,857.61	Do.
Morse, Frances	Secretary (administrative assistant).	3,659.19	Secretarial, stenographic, and clerical.
Anderson, L. C.	Secretary (confidential assistant).	5,931.68	Do.
Balskey, C. V.	do.	5,931.68	Do.
Sanford, Jewel C.	do.	2,530.02	Do.
Smith, Lois E.	do.	5,931.68	Do.
Froy, Catherine E.	do.	5,804.00	Do.
Johnson, Carol A.	do.	5,804.00	Do.
Targett, M. F.	do.	5,679.68	Do.
Swanson, Ronald A.	do.	5,646.08	Do.
Vorpal, Joan A.	do.	5,377.60	Do.
Bull, Eugenia	do.	5,043.84	Do.
LaChance, K. V.	do.	3,340.80	Do.
Paulos, Angelo W.	Administrative Assistant.	4,234.72	Clerical.
Zornow, V. A.	Clerk-stenographer	3,962.40	Stenographic and clerical.
Smith, Kathleen	do.	1,361.12	Do.

REFEREES

Bakke, Norris C., 1 day at \$75 per day.		\$75.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Begley, Thomas C., 68¼ days at \$75 per day.		5,118.75	Do.
Bernstein, Merton C., 41 days at \$75 per day.		3,075.00	Do.
Coffey, A. Langley, 2¾ days at \$75 per day.		206.25	Do.
Daugherty, Carroll R., 11 days at \$75 per day.		825.00	Do.
Elkouri, Frank, 11½ days at \$75 per day.		862.50	Do.
Grady, William E., Jr., 52½ days at \$75 per day.		3,937.50	Do.
Hornbeck, Roscoe, 162¾ days at \$75 per day.		12,206.25	Do.
Johnson, Howard A., 139¼ days at \$75 per day.		10,462.50	Do.
McMahon, Donald F., 64 days at \$75 per day.		4,800.00	Do.
Murphy, Francis B., 89½ days at \$75 per day.		6,712.50	Do.
Rose, Martin L., 59¼ days at \$75 per day.		4,443.75	Do.
Schedler, Carl R., 72¼ days at \$75 per day.		5,418.75	Do.
Stone, Mortimer, 76¾ days at \$75 per day.		5,756.25	Do.
Weston, Harold M., 78¼ days at \$75 per day.		5,868.75	Do.

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

FOURTH DIVISION

Name	Title	Salary	Duties
Pope, Patrick V.....	Executive secretary...	\$8,648.80	Administration of affairs of division and subject to its direction.
Humfreville, M. L.....	Secretary (administrative assistant).	5,945.12	Secretarial, stenographic and clerical.
Zimmerman, R. H.....	Secretary (confidential assistant).	5,945.12	Do.
Adams, Henrietta.....	do.....	5,931.68	Do.

REFEREES

Coburn, William H., 2¼ days at \$75 per day.	-----	\$168.75	Sat with division to make awards, upon failure of division to agree or secure majority vote.
Murray, James A., 12¼ days at \$75 per day.	-----	937.50	Do.
Royse, Wilbur A., 39½ days at \$75 per day.	-----	2,962.50	Do.
Sembower, John F., 6¼ days at \$75 per day.	-----	468.75	Do.
Watrous, Wilmer, 47½ days at \$75 per day.	-----	3,562.50	Do.
Weston, Harold M., 31¼ days at \$75 per day.	-----	2,343.75	Do.

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

39 South LaSalle Street

Chicago 3, Illinois

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1959-60

J. K. HINKS, Chairman

E. T. HORSLEY, Vice Chairman

H. V. BORDWELL
H. W. BURTNESS
GEORGE H. DUGAN
B. W. FERN

C. W. KEALEY
W. R. MEYERS
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 1959-60; classified according to carrier party to submission

<i>Name of carrier</i>	<i>Number of cases</i>	<i>Name of carrier</i>	<i>Number of cases</i>
Alabama Great Southern.....	2	Carolina & North Western.....	1
Atchison, Topeka & Santa Fe.....	12	Central of Georgia.....	2
Atlanta & St. Andrews Bay.....	4	Central Vermont.....	4
Atlanta & West Point, Western Railway of Alabama.....	1	Charleston & Western Carolina..	3
Atlantic Coast Line.....	18	Chesapeake & Ohio.....	16
Baltimore & Ohio.....	9	Chicago & Illinois Midland.....	1
Belt Railway of Chicago.....	3	Chicago & North Western.....	13
Birmingham Southern.....	1	Chicago, Burlington & Quincy...	1
Boston & Maine.....	1	Chicago Great Western.....	3
Butte, Anaconda & Pacific.....	4	Chicago, Milwaukee, St. Paul & Pacific	8

TABLE 1.—Cases docketed fiscal year 1959-60; classified according to carrier party to submission—Continued

Name of carrier	Number of cases	Name of carrier	Number of cases
Chicago, Rock Island & Pacific.....	18	New Orleans Public Belt.....	1
Chicago, South Shore & South Bend.....	1	New Orleans Terminal.....	1
Cincinnati, New Orleans & Texas Pacific.....	4	New York Central.....	15
Clinchfield.....	1	New York, Chicago & St. Louis.....	29
Colorado & Southern.....	7	New York, New Haven & Hartford.....	5
Columbus & Greenville.....	1	Norfolk & Western.....	5
Delaware, Lackawanna & Western.....	14	Northeastern Oklahoma.....	1
Denver & Rio Grande Western.....	23	Northern Pacific.....	4
Detroit Terminal.....	1	Northern Pacific Terminal of Oregon.....	1
Detroit & Toledo Shore Line.....	1	Pacific Electric.....	5
Duluth, Missabe & Iron Range.....	1	Pennsylvania.....	2
East St. Louis Junction.....	3	Peoria & Pekin Union.....	3
Elgin, Joliet & Eastern.....	4	Philadelphia, Bethlehem & New England.....	5
Erie.....	29	Port Terminal Railroad Association.....	2
Florida East Coast.....	7	Reading.....	20
Fort Worth & Denver.....	3	Richmond, Fredericksburg & Potomac.....	10
Galveston, Houston & Henderson.....	1	River Terminal.....	1
Georgia.....	5	Sacramento Northern.....	15
Grand Trunk Western.....	1	St. Johns River Terminal.....	1
Green Bay & Western.....	3	St. Louis-San Francisco.....	42
Gulf, Mobile & Ohio.....	19	Salt Lake City Union Depot.....	1
Houston Belt & Terminal.....	2	San Manuel-Arizona.....	1
Hudson & Manhattan.....	1	Savannah & Atlanta.....	3
Illinois Central.....	2	Seaboard Air Line.....	11
Illinois Terminal.....	8	South Buffalo.....	10
Indiana Harbor Belt.....	3	Southern Pacific-Pacific Lines.....	12
Kansas City Southern.....	4	Southern Pacific-T&L.....	29
Kansas City Terminal.....	1	Southern.....	40
Kentucky & Indiana Terminal.....	3	South Omaha Terminal.....	1
Lakeside & Marblehead.....	1	Steelton & Highspire.....	5
Lake Superior Terminal & Transfer.....	2	Tennessee Central.....	3
Los Angeles Junction.....	1	Texas & New Orleans.....	3
Louisiana & Arkansas.....	4	Texas & Pacific.....	23
Louisville & Nashville.....	14	Union Depot—Columbus, Ohio.....	1
McKeesport Connecting.....	1	Union Pacific.....	32
Maine Central.....	2	Union Railroad—Pittsburgh.....	1
Minneapolis & St. Louis.....	6	Union Railroad—Memphis.....	1
Minneapolis, St. Paul & Sault Ste. Marie.....	21	Union Terminal—Dallas.....	3
Mississippi Central.....	1	Upper Merion & Plymouth.....	3
Missouri-Kansas-Texas.....	1	Washington Terminal.....	1
Missouri Pacific.....	85	Western Maryland.....	12
Montour.....	1	Western Pacific.....	16
Newburgh & South Shore.....	1	Total.....	799

TABLE 2.—Cases docketed fiscal year 1959-60; classified according to organization party to submission

Name of organization	Number of cases	Name of organization	Number of cases
Conductors.....	53	Firemen.....	250
Conductors—Engineers.....	1	Firemen—Conductors—Trainmen.....	3
Conductors—Trainmen.....	1	Firemen—Trainmen.....	2
Engineers.....	99	Individual.....	8
Engineers—Firemen.....	3	Switchmen.....	74
Engineers—Firemen Conductors—Trainmen.....	1	Trainmen.....	301
Engineers—Firemen—Trainmen.....	1	USWA.....	1
Engineers—Trainmen.....	1	Total.....	799

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

MEMBERSHIP

J. B. ZINK, *Chairman*
 D. S. DUGAN, *Vice Chairman*
 R. W. BLAKE
 P. C. CARTER¹
 C. E. GOODLIN
 D. H. HICKS
 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, powerhouse employees, and railroad shop laborers.

MEMBERSHIP

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

TABLE 1.—*Carriers party to cases docketed*

	<i>Number of cases</i>
Atchison, Topeka and Santa Fe Railway Company-----	17
Atlanta Joint Terminals-----	1
Atlantic Coast Line Railroad Company-----	2
Baltimore and Ohio Railroad Company-----	5
Belt Railway Company of Chicago-----	4
Boston and Maine Railroad-----	2
Central of Georgia Railway Company-----	5
Central Railroad Company of New Jersey, The-----	2
Chesapeake and Ohio Railway Company-----	13
Chicago and Eastern Illinois Railroad Company-----	2
Chicago and Northwestern Railway Company-----	3
Chicago, Burlington & Quincy Railroad Company-----	1
Chicago, Milwaukee, St. Paul & Pacific Railroad Company-----	3
Chicago, Rock Island and Pacific Railroad Company-----	22
Cincinnati Union Terminal Company-----	5
Clinchfield Railroad Company-----	1
Delaware, Lackawanna and Western Railroad Company-----	1
Denver & Rio Grande Western Railroad Company, The-----	3
Duluth, Winnipeg and Pacific Railway Company-----	1
Elgin, Joliet and Eastern Railway Company-----	2
Florida East Coast Railway Company-----	1
Grand Trunk Western Railroad Company-----	1
Great Northern Railway Company-----	15
Gulf, Colorado and Santa Fe Railway Company-----	3
Gulf, Mobile and Ohio Railroad Company-----	6
Harbor Belt Line Railroad Company-----	1
Houston Belt & Terminal Railway Company-----	4
Illinois Central Railroad Company-----	8
Illinois Terminal Railroad Company-----	1
Indiana Harbor Belt Railroad Company-----	2
International-Great Northern Railroad Company-----	1
Kentucky and Indiana Terminal Railroad Company-----	2

¹ Mr. P. C. Carter was appointed, effective October 1, 1959, to succeed Mr. E. H. Fitcher, deceased.

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

	<i>Number of cases</i>
Louisville and Nashville Railroad Company.....	16
Missouri-Kansas-Texas Lines.....	5
Missouri Pacific Railroad Company.....	23
Monon Railroad Company, The.....	1
New York, Chicago and St. Louis Railroad Company.....	3
New York, New Haven & Hartford Railroad Company.....	4
Norfolk and Western Railway Company.....	1
Norfolk Southern Railway Company.....	1
Northern Pacific Railway Company.....	2
Northern Pacific Terminal Company of Oregon.....	4
Pacific Electric Railway Company.....	1
Pacific Fruit Express Company.....	3
Patapsco and Back Rivers Railroad Company.....	1
Pennsylvania Railroad Company.....	9
Pennsylvania-Reading Seashore Lines.....	1
Philadelphia, Bethlehem & New England Railroad Company.....	1
Pittsburgh and Lake Erie Railroad Company.....	31
Pullman Company, The.....	6
Reading Company, The.....	7
Richmond, Fredericksburg & Potomac Railroad Company.....	2
St. Louis-San Francisco Railway Company.....	3
St. Louis Southwestern Railway Company.....	3
Seaboard Air Line Railroad Company.....	2
Southern Pacific Company (Pacific Lines).....	3
Southern Pacific Lines in Texas and Louisiana (Texas and New Orleans Railroad Company).....	3
Southern Railway Company.....	8
Spokane, Portland & Seattle Railway Company.....	1
Terminal Railroad Association of St. Louis.....	1
Texas & Pacific Railway Company, The.....	2
Union Pacific Railroad Company.....	6
Virginian Railway Company, The.....	2
Wabash Railroad Company.....	3
Washington Terminal Company, The.....	6
Total.....	305

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

	<i>Number of cases</i>
Federal Trades.....	2
Brotherhood Railway Carmen of America.....	121
International Brotherhood of Electrical Workers.....	60
International Association of Machinists.....	46
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.....	5
International Brotherhood of Boilermakers, Iron Ship Builders, Black- smiths, Forgers and Helpers.....	12
Sheet Metal Workers' International Association.....	24
Transport Workers Union of America—Railroad Division.....	31
Individually submitted cases, etc.....	4
Total.....	305

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

GERALD ORNDORFF, *Chairman*
J. E. KEMP, *Vice Chairman*

C. R. BARNES
R. A. CARROLL
W. H. CASTLE
C. P. DUGAN

J. B. HAINES
J. F. MULLEN
ROGER SARCHET
J. W. WHITEHOUSE

STANLEY H. SCHULTY, *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>
Ann Arbor.....	2	Elgin, Joliet & Eastern.....	4
Atchison, Topeka & Sante Fe.....	17	Erie.....	11
Atlanta Joint Terminals.....	2	Florida East Coast.....	6
Atlantic Coast Line.....	2	Fort Worth & Denver.....	1
Baltimore & Ohio Chicago Ter- minal.....	1	Galveston, Houston, and Hen- derson.....	2
Baltimore and Ohio.....	8	Galveston Wharves.....	1
Belt Railway of Chicago.....	5	Georgia.....	1
Birmingham Terminal.....	1	Grand Trunk Western.....	2
Boston and Maine.....	4	Great Northern.....	7
Brownsville and Matamoros.....	1	Gulf, Colorado & Santa Fe.....	8
Central of Georgia.....	9	Gulf, Mobile & Ohio.....	12
Central Railroad Co. of New Jersey.....	2	Hudson & Manhattan.....	4
Charleston & Western Caro- lina.....	1	Illinois Central.....	29
Chesapeake and Ohio.....	5	Illinois Terminal.....	3
Chicago & Eastern Illinois.....	4	Indiana Harbor Belt.....	2
Chicago & Illinois Midland.....	4	Indianapolis Union.....	1
Chicago & North Western.....	5	Kansas City Southern.....	2
Chicago & Western Indiana.....	2	Kansas City Terminal.....	1
Chicago Aurora and Elgin.....	1	Lake Terminal.....	1
Chicago, Burlington & Quincy.....	10	Lehigh and New England.....	1
Chicago Great Western.....	6	Lehigh Valley.....	6
Chicago Indianapolis and Louis- ville.....	1	Long Island.....	2
Chicago, Milwaukee, St. Paul & Pacific.....	36	Los Angeles Union Passenger Terminal.....	2
Chicago River and Indiana.....	1	Louisville & Nashville.....	14
Chicago, Rock Island & Pacific.....	24	Minneapolis & St. Louis.....	2
Chicago, St. Paul, Minneapolis & Omaha.....	4	Minneapolis, St. Paul & Sault Ste. Marie.....	1
Clinchfield.....	2	Missouri-Kansas-Texas.....	15
Cincinnati, New Orleans & Texas Pacific.....	1	Missouri Pacific.....	12
Colorado & Southern.....	4	Missouri Pacific (Gulf District).....	2
Delaware & Hudson.....	4	New York, New Haven & Hart- ford.....	9
Delaware, Lackawanna & West- ern.....	3	New Orleans & Northeastern.....	1
Denver & Rio Grande Western.....	4	New York Central.....	33
Donora Southern.....	2	New York, Chicago & St. Louis.....	16
Duluth, Missabe & Iron Range.....	4	Norfolk Southern.....	5
		Norfolk & Western.....	6
		Northern Pacific.....	1
		Pacific Electric.....	7
		Pennsylvania.....	60

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

	<i>Number of cases</i>		<i>Number of cases</i>
Pennsylvania-Reading Seashore- Philadelphia, Bethlehem, and New England-----	1	Southern Pacific (Texas & Louisiana)-----	6
Pittsburgh & Lake Erie-----	1	Spokane, Portland & Seattle-----	1
Port Everglades Belt Line-----	1	Springfield Terminal Railway--	1
Pullman-----	21	Terminal Railroad of St. Louis--	1
Quanaah, Acme, and Pacific-----	1	Terminal Railway-Alabama State Docks-----	1
Railway Express Agency-----	1	Texas & Pacific-----	5
Reading-----	2	Union Pacific-----	5
Richmond, Fredericksburg & Po- tomac-----	2	Union Railroad Company-----	2
St. Louis-San Francisco-----	11	Virginian-----	4
St. Louis Southwestern-----	3	Wabash-----	14
Seaboard Air Line-----	5	Washington Terminal-----	1
Southern-----	22	Western Maryland-----	4
Southern Pacific (Pacific Lines)-	19	Western Pacific-----	4
		Total -----	615

TABLE 2.—*Organizations party to cases docketed*

American Train Dispatchers Association-----	9
Brotherhood of Maintenance of Way Employees-----	118
Brotherhood of Railroad Signalmen-----	112
Brotherhood of Railroad Trainmen-----	1
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees-----	190
Brotherhood of Sleeping Car Porters-----	3
Joint Council of Dining Car Employees-----	22
The Order of Railroad Telegraphers-----	139
Order of Railway Conductors & Brakemen (Pullman System)-----	20
United Transport Service Employees of America-----	2
Transport Workers Union of America-----	1
Miscellaneous Class of Employees-----	8
Total -----	615

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

R. H. WACHOWIAK, *Chairman*H. K. HAGERMAN, *Vice Chairman*P. C. CARTER
C. A. CONWAY
W. J. RYANJ. P. TAHNEY
J. R. WOLFE¹P. 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), section 3, First Railway Labor Act, 1934).

¹ Appointed effective November 1, 1959 to replace P. C. Carter.

TABLE 1.—*Carriers party to cases docketed*

	<i>Number of cases</i>
Akron, Canton & Youngstown Railroad Company-----	1
Atchison, Topeka and Santa Fe Railway Company-----	1
Baltimore and Ohio Railroad Company-----	1
Boston and Maine Railroad-----	2
Brooklyn Eastern District Terminal Railroad-----	1
Chicago, Burlington and Quincy Railroad Company-----	4
Chicago & Eastern Illinois Railroad-----	3
Chicago, Milwaukee, St. Paul & Pacific Railroad Company-----	3
Chicago and North Western Railway Company-----	5
Chicago River and Indiana Railroad Company-----	3
Delaware, Lackawanna and Western Railroad Company-----	2
Grand Trunk Western-----	1
Great Northern-Northern Pacific (joint respondents)-----	1
Gulf, Colorado and Santa Fe Railway Company-----	1
Gulf, Mobile and Ohio Railroad Company-----	1
Illinois Central Railroad Company-----	2
Lehigh Valley Railroad Company-----	4
Louisville & Nashville Railroad Company-----	1
Missouri-Kansas-Texas RR Co.; Missouri-Kansas-Texas Railroad Company of Texas-----	3
Missouri Pacific Railroad Company-----	5
New Orleans Union Passenger Terminal-----	1
New York Central Railroad Company-----	7
New York, New Haven and Hartford Railroad Company-----	2
Norfolk Southern Railway Company-----	1
Northern Pacific Railway-----	1
Pittsburgh and Lake Erie Railroad-----	2
Pullman Company-----	1
Southern Pacific Company (Pacific Lines)-----	11
Southern Railway Company-----	6
Terminal Railroad Association of St. Louis-----	3
Total-----	80

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

	<i>Number of cases</i>
American Railway Supervisors Association, The-----	27
Brotherhood of Railway and Steamship Clerks-----	1
Brotherhood of Railroad Trainmen-----	1
Brotherhood of Sleeping Car Porters-----	3
International Organization of Masters, Mates & Pilots-----	1
Joint Council Dining Car Employees-----	1
Miscellaneous Classes of Employees-----	12
Railroad Yardmasters of America-----	22
Railroad Yardmasters of North America, Inc-----	2
Railway Patrolmen's International Union-----	9
United Marine Division-National Maritime Union-----	1
Total-----	80

APPENDIX B

Arbitrators appointed—Arbitration boards, fiscal year 1960

RAILROADS

Name	Residence	Date of appointment	Arbitration and case No.	Parties
Carroll R. Daugherty.....	Evanston, Ill.....	Nov. 20, 1959	Arb. 251; File C-2948.....	The Pullman Co. and Order of Railway Conductors & Brakemen.
Do.....	do.....	Dec. 15, 1959	Arb. 253.....	Do.
Richard A. Lester.....	Princeton, N.J.....	Mar. 23, 1960	Arb. 254; Case A-6080.....	Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers.
Archibald Cox.....	Boston, Mass.....	do.....	Arb. 254; Case A-6080.....	Do.
H. Raymond Cluster.....	Baltimore, Md.....	Apr. 15, 1960	Arb. 255; Case A-6179.....	Detroit, Toledo and Ironton Railroad Company and Brotherhood of Locomotive Engineers.
Francis J. Robertson.....	Washington, D.C.....	Apr. 28, 1960	Arb. 257; File C-2996.....	Baltimore and Ohio Railroad Company and The Order of Railroad Telegraphers.

AIRLINES

David L. Cole.....	Paterson, N.J.....	Nov. 30, 1959	Arb. 252; case A-6008.....	Trans World Airways, Inc., and Air Line Stewards and Stewardesses Association, International.
Sidney A. Wolff.....	New York, N.Y.....	Feb. 2, 1960	Arb. 250; case A-5894.....	Do.
Harry H. Platt.....	Detroit, Mich.....	Apr. 6, 1960	Arb. 256.....	Eastern Air Lines, Inc., and Air Line Pilots Association, International.

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1960

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Horace C. Vokoun ¹	Cleveland, Ohio.....	July 1, 1959	297	-----	Chicago and North Western Railway Company and Brotherhood of Railroad Trainmen, Order of Railway Conductors.
Lloyd H. Bailer ²	New York, N.Y.....	July 9, 1959	306	-----	New York, New Haven and Hartford Railroad Company and Order of Railroad Telegraphers.
J. Glenn Donaldson.....	Denver, Colo.....	July 15, 1959	289	30	New York Central Railroad (Eastern District—Boston and Albany Division), Brotherhood of Railroad Trainmen.
Donald F. McMahon.....	Oklahoma City, Okla.....	July 20, 1959	305	35	Missouri Pacific Railroad Company (Gulf District) and Order of Railroad Telegraphers.
Hubert Wyckoff.....	Watsonville, Calif.....	July 23, 1959	169	24	St. Louis Southwestern Railway Company and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
Edward A. Lynch.....	Pottsville, Pa.....	Aug. 13, 1959	287	25	Baltimore & Ohio Railroad and Brotherhood of Maintenance of Way Employees.
John F. Sembower.....	Chicago, Ill.....	Aug. 21, 1959	311	98	Southern Pacific Company (Pacific Lines) including the former El Paso & Southwestern System and the Nogales, Arizona Yard and Switchmen's Union of North America.
David R. Douglass.....	Oklahoma City, Okla.....	-----do-----	308	(*)	Detroit and Toledo Shore Line Railroad Company and Brotherhood of Railroad Trainmen.
James P. Carey, Jr. ³	Chicago, Ill.....	Aug. 24, 1959	309	-----	Eastern, Western and Southeastern Carriers Conference Committees and Brotherhood of Locomotive Engineers.
Dudley E. Whiting.....	Detroit, Mich.....	Aug. 27, 1959	307	269	The Lake Terminal Railroad Co. and Brotherhood of Railroad Trainmen.
David H. Stowe.....	Washington, D.C.....	Sept. 3, 1959	314	1	Pennsylvania Railroad Company and Brotherhood of Railroad Signalmen.
William H. Coburn ⁴	-----do-----	-----do-----	315	16	Do.
James P. Carey, Jr.....	Chicago, Ill.....	Sept. 4, 1959	235	147	Chicago and North Western Railway Company and Brotherhood of Railroad Trainmen.
Harold M. Gilden ⁵	-----do-----	Sept. 22, 1959	309	(*)	Eastern, Western and Southeastern Carriers Conference Committees and Brotherhood of Locomotive Engineers.
David R. Douglass.....	Oklahoma City, Okla.....	Oct. 9, 1959	316	(*)	New York Central Railroad Company—Eastern District (Except Boston & Albany Division) and New York District and Brotherhood of Locomotive Engineers.
Harold M. Gilden.....	Chicago, Ill.....	Oct. 12, 1959	319	14	Kansas City Terminal Railway Company and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Oct. 15, 1959	321	(*)	Lehigh and New England Railroad Co. and Order of Railway Conductors and Brakemen.
David R. Douglass.....	Oklahoma City, Okla.....	Oct. 21, 1959	323	(*)	Great Northern Railway Company and Brotherhood of Locomotive Engineers.
J. Glenn Donaldson ⁴	Denver, Colo.....	Oct. 23, 1959	88	-----	Texas and New Orleans Railroad Company and Brotherhood of Locomotive Firemen and Enginemen.
Curtis G. Shake.....	Vincennes, Ind.....	Oct. 29, 1959	312	(*)	Chicago and North Western Railway Company and Brotherhood of Locomotive Firemen and Enginemen.

See footnotes at end of table.

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1960—Continued

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Harold M. Gilden.....	Chicago, Ill.....	Nov. 3, 1959	324	(*)	New York Central Railroad Company—Southern District (Cleveland, Cincinnati Chicago & St. Louis Railway—Peoria & Eastern Railway, L.&J Bridge & Railroad Company) and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Nov. 4, 1959	326	(*)	Minnesota Transfer Railway Company and Brotherhood of Locomotive Firemen and Enginemen.
Harold M. Gilden.....	Chicago, Ill.....	do.....	325	1	Pittsburgh, Chartiers & Youghiogheny Railway Company and Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen.
Edward A. Lynch ¹	Pottsville, Pa.....	Nov. 18, 1959	310	(*)	Pennsylvania Railroad and Order of Railroad Telegraphers.
Francis J. Robertson.....	Washington, D.C.....	Dec. 1, 1959	318	1	New Orleans Public Belt Railroad and Switchmen's Union of North America.
Lloyd H. Bailer.....	New York, N.Y.....	Dec. 2, 1959	320	2	Delaware, Lackawanna and Western Railroad Company and Railroad Marine Union.
Dudley E. Whiting.....	Detroit, Mich.....	Dec. 2, 1959	327	(*)	Reading Company and Order of Railroad Telegraphers.
Francis J. Robertson.....	Washington, D.C.....	Dec. 4, 1959	329	(*)	Pennsylvania Railroad Company and Transport Workers Union of America.
Carroll R. Daugherty ¹	Evanston, Ill.....	Dec. 8, 1959	297	5	Chicago and North Western Railway Company and Brotherhood of Railroad Trainmen.
Frank P. Douglass ¹	Pine, Colo.....	Dec. 10, 1959	88	24	Texas and New Orleans Railroad Company and Brotherhood of Locomotive Firemen and Enginemen.
David R. Douglass.....	Oklahoma City, Okla.....	Dec. 16, 1959	330	(*)	Texas and Pacific Railway Company and Order of Railway Conductors and Brakemen.
Marlon Beatty ¹	Topeka, Kansas.....	Dec. 28, 1959	313	9	Union Pacific Railroad Company and Brotherhood of Maintenance of Way Employees.
Dudley E. Whiting.....	Detroit, Mich.....	Jan. 13, 1960	306	(*)	New York, New Haven and Hartford Railroad Company and Order of Railroad Telegraphers.
Mortimer Stone.....	Denver, Colo.....	Jan. 15, 1960	335	17	St. Louis-San Francisco Railway Company, St. Louis, San Francisco & Texas Railway Company, Alabama, Tennessee and Northern Railroad Co. and Order of Railway Conductors and Brakemen.
Dudley E. Whiting.....	Detroit, Mich.....	Feb. 15, 1960	336	(*)	Great Northern Railway, Lake Superior Terminal & Transfer Railway Company, Minnesota Transfer Railway Company, St. Paul Union Depot Co., King Street Station and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Feb. 26, 1960	337	(*)	Central of Georgia Railway Company and Brotherhood of Locomotive Firemen and Enginemen.
Thomas C. Begley.....	Cleveland, Ohio.....	Mar. 2, 1960	333	(*)	Union Pacific Railroad Company (Territory Salt Lake City-Butte, and Granger-Huntington) and Brotherhood of Railroad Trainmen.
Do.....	do.....	Mar. 3, 1960	334	(*)	Ogden Union Railway & Depot Company and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	Mar. 18, 1960	317	(*)	Boston and Maine Railroad and Brotherhood of Railroad Trainmen.
Frank P. Douglass.....	Pine, Colo.....	Mar. 31, 1960	304	42	Pittsburgh and West Virginia Railway Company and Brotherhood of Railroad Trainmen.

Mortimer Stone.....	Denver, Colo.....	Apr. 5, 1960	331	(*)	Union Pacific Railroad Company, Eastern District and Brotherhood of Railroad Trainmen.
A. Langley Coffey.....	Tulsa, Okla.....	Apr. 21, 1960	341	(*)	Missouri Pacific Railroad Company and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Apr. 26, 1960	343	(*)	Central Railroad Company of New Jersey and Brotherhood of Locomotive Engineers.
A. Langley Coffey.....	Tulsa, Okla.....	Apr. 27, 1960	342	(*)	New York Central Railroad, Western District and Brotherhood of Locomotive Engineers.
David R. Douglass.....	Oklahoma City, Okla.....	Apr. 29, 1960	328	1	Atchison, Topeka and Santa Fe Railway Company (excluding territory South of Ash Fork and East of Parker, Arizona) Panhandle and Santa Fe Railway Company and Order of Railway Conductors and Brakemen.
Dwyer W. Shugrue.....	New York, N.Y.....	May 9, 1960	345	(*)	Lehigh Valley Railroad Company and Brotherhood of Railroad Trainmen.
H. Raymond Cluster ¹	Baltimore, Md.....	May 11, 1960	348	1	Pennsylvania Railroad Company and Brotherhood of Locomotive Firemen and Enginemen.
William H. Coburn ¹	Washington, D.C.....	May 13, 1960	349	(*)	Baltimore and Ohio Railroad (Buffalo Div.) and Brotherhood of Locomotive Firemen and Enginemen.
Carroll R. Daugherty ¹	Evanston, Ill.....	May 16, 1960	346	(*)	Belt Railway Company of Chicago and Brotherhood of Railroad Trainmen.
Curtis G. Shake.....	Vincennes, Ind.....	May 23, 1960	339	(*)	Missouri Pacific Railroad Company, Western and Southern Districts and Brotherhood of Locomotive Firemen and Enginemen.
Paul N. Guthrie.....	Chapel Hill, N.C.....	May 26, 1960	347	(*)	Lehigh & New England Railroad Company and Brotherhood of Locomotive Firemen and Enginemen.
Edward A. Lynch.....	Pottsville, Pa.....	June 10, 1960	355	(*)	Baltimore & Ohio Railroad Company, Baltimore and Ohio Chicago Terminal Railroad Co., Staten Island Rapid Transit Railway Company and Order of Railroad Telegraphers.
J. Glenn Donaldson.....	Denver, Colo.....	June 24, 1960	231	(*)	New York Central System, Northern District, and Brotherhood of Railroad Trainmen.
Lloyd H. Baller.....	New York, N.Y.....	June 29, 1960	344	(*)	New York Central Railroad Company, Eastern District (Except Boston & Albany Division) New York District, and Grand Central Terminal and Brotherhood of Railroad Signalmen of America.
A. Langley Coffey.....	Tulsa, Okla.....	June 29, 1960	351	(*)	Great Northern Railway Company and Order of Railway Conductors and Brakemen.
Mortimer Stone.....	Denver, Colo.....	June 30, 1960	358	(*)	Western Maryland Railway Company and Brotherhood of Locomotive Firemen and Enginemen.

¹ Withdrew Nov. 9, 1959. ² Withdrew Nov. 11, 1959. ³ Withdrew Sept. 3, 1959. ⁴ Withdrew Nov. 4, 1959.

¹ Appointed by National Mediation Board (selected by parties unless otherwise indicated).

* Not available.

Arbitrators appointed pursuant to union shop agreements, fiscal year 1960

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
James A. Murray.....	Washington, D.C.....	Jan. 13, 1960	Pennsylvania Railroad Company...	Brotherhood of Railway & Steamship Clerks.	R. E. Miskell.
Paul Sanders.....	Nashville, Tenn.....	Jan. 21, 1960	Southern Railway System.....	American Railway Supervisors Association.	C. E. Brady.
Saul Wallen.....	Boston, Mass.....	Feb. 11, 1960	Main Central Railroad Co.....	Brotherhood of Railway & Steamship Clerks.	Stoddard Stevens.
John E. North.....	Omaha, Nebr.....	Feb. 25, 1960	Union Pacific Railroad Company...	Brotherhood of Railway Carmen of America.	Oscar G. Jensen.
Benjamin C. Roberts.....	New York City, N.Y.....	Mar. 7, 1960	Delaware, Lackawanna and Western Railroad.	Railroad Yardmasters of America....	A. R. Vito.
Edward A. Lynch.....	Pottsville, Pa.....	May 3, 1960	Pennsylvania Railroad Company...	Railroad Yardmasters of America....	Richard T. Coster.

Referees appointed—System Board of Adjustment (Airline), fiscal year 1960

Name	Residence	Date of appointment	Parties
James J. Healy.....	Boston, Mass.....	July 1, 1959	Mohawk Airlines, Inc., and Air Line Pilots Association, Intl.
Wilmer Watrous.....	Hyattsville, Md.....	July 8, 1959	Braniff Airways, Intl., and International Association of Machinists.
Morrison Handsaker.....	Easton, Pa.....	.....do.....	National Airlines and International Association of Machinists.
Livingston Smith.....	Dallas, Tex.....	July 29, 1959	Braniff Airways, Intl., and International Association of Machinists.
James P. Carey, Jr.....	Chicago, Ill.....	July 30, 1959	Northwest Airlines, Inc., and Air Line Pilots Association Intl.
Munro Roberts.....	St. Louis, Mo.....	Aug. 4, 1959	Ozark Airlines, Inc., and Air Line Pilots Association, Intl.
Albert Epstein.....	New York, N.Y.....	Aug. 21, 1959	National Airlines, Inc. and International Association of Machinists.
Paul H. Sanders.....	Nashville, Tenn.....	Sept. 21, 1959	Braniff Airways, Inc. and Air Line Pilots Association, Intl.
Paul H. Sanders.....	Nashville, Tenn.....	.....do.....	Ozark Airlines, Inc. and Air Line Pilots Association, Intl.
Patrick J. Fisher.....	Indianapolis, Ind.....	Sept. 22, 1959	Lake Central Airlines, Inc. and Lake Central Mechanics Assn.
George D. Bonebrake.....	Deerfield Beach, Fla.....	.....do.....	Riddle Airlines, Inc. and Air Line Pilots Association, Intl.
Albert Epstein.....	New York, N.Y.....	Oct. 2, 1959	Pan American World Airways, Inc. and Brotherhood of Railway and Steamship Clerks.
J. Glenn Donaldson.....	Denver, Colo.....	Oct. 16, 1959	Western Airlines, Inc. and International Association of Machinists.
David A. Lynch.....	New York, N.Y.....	Nov. 17, 1959	Pan American World Airways, Inc. and Air Line Dispatchers Association.
Livingston Smith.....	Dallas, Tex.....	.....do.....	Braniff Airways, Intl. and Brotherhood of Railway & Steamship Clerks.
Harold M. Gilden.....	Chicago, Ill.....	Dec. 7, 1959	Braniff Airways, Intl. and International Association of Machinists.
John A. Weeks.....	Minneapolis, Minn.....	Dec. 9, 1959	Northwest Airlines, Inc. and International Association of Machinists.
Emmett Ferguson.....	Lafayette, Ind.....	Dec. 23, 1959	Braniff Airways, Intl. and International Association of Machinists.
Emmett Ferguson.....	Lafayette, Ind.....	.....do.....	Do.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Dec. 31, 1959	American Airlines, Inc. and Transport Workers Union of America, Intl. AFL-CIO.
Sidney A. Wolff.....	New York, N.Y.....	Jan. 21, 1960	K.L.M. Royal Dutch Airlines and Transport Workers Union of America, Intl. AFL-CIO.
D. E. LaBelle.....	Minneapolis, Minn.....	Feb. 10, 1960	Northwest Airlines, Inc., and Air Lines Stewards and Stewardesses Assn. Intl.
Joseph Shister.....	Buffalo, N.Y.....	.....do.....	Braniff Airways and International Association of Machinists.
Do.....	.....do.....	.....do.....	Do.
R. W. Nahstoll.....	Portland, Oreg.....	.....do.....	Alaska Airlines, Inc., and Air Line Dispatchers Association.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Feb. 12, 1960	American Airlines, Inc., and Transport Workers Union of America, AFL-CIO.
Harold T. Dworet.....	Atlanta, Ga.....	Feb. 18, 1960	Aaxico Airlines and Air Line Pilots Association, Intl.
Jerome Levinson.....	Minneapolis, Minn.....	Feb. 19, 1960	Northwest Airlines, Inc., and Air Line Dispatchers Assoc.
Kieran P. O'Gallagher.....	Chicago, Ill.....	Apr. 21, 1960	Northwest Airlines, Inc., and International Association of Machinists.
Sidney A. Wolff.....	New York, N.Y.....	May 4, 1960	Varig Airlines and International Association of Machinists.
Harry Abrahams.....	Chicago, Ill.....	May 18, 1960	Chicago Helicopter Airways, Inc. and Transport Workers Union of America, AFL-CIO
Hubert Wyckoff.....	Watsonville, Calif.....	.....do.....	Western Airlines and International Association of Machinists.
John J. Kehoe.....	Miami, Fla.....	June 9, 1960	Mackey Airlines and Air Line Pilots Association.

Referees appointed—System Board of Adjustment (Railroad), fiscal year 1960

Name	Residence	Date of appointment	Parties
Jerome Lande.....	New York, N.Y.....	Dec. 7, 1959	Pennsylvania Railroad Company and Railroad Food Workers Union.
Edward A. Lynch.....	Pottsville, Pa.....	Dec. 30, 1959	Pennsylvania Railroad Company and Brotherhood of Railroad Shop Crafts Supervisors.
Albert Epstein.....	New York, N.Y.....	Feb. 10, 1960	Pennsylvania Railroad Company and Railroad Food Workers Union.
H. Raymond Cluster.....	Baltimore, Md.....	.....do.....	Pennsylvania Railroad Company and Brotherhood of Railroad Shop Crafts Supervisors.
Edward A. Lynch.....	Pottsville, Pa.....	June 6, 1960	Pennsylvania Railroad Company and Transport Workers Union of America, AFL-CIO, United Railroad Workers Division.

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-60

Status of cases	26-year period 1935-60	Fiscal year 1960	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	216	243	255	159	198	154	136	172	126	151
New cases docketed.....	9,768	309	321	407	479	409	451	415	463	381	219
Total cases on hand and received.....	9,864	525	564	662	638	607	605	551	635	507	370
Cases disposed of.....	9,631	292	348	419	383	448	407	403	496	347	220
Cases pending and unsettled at end of period.....	233	233	216	243	255	159	198	148	139	160	150
Representation cases											
Cases pending and unsettled at beginning of period.....	24	12	17	29	18	27	21	34	50	34	43
New cases docketed.....	3,407	63	83	92	122	108	96	136	176	149	108
Total cases on hand and received.....	3,431	75	100	121	140	135	117	170	226	183	151
Cases disposed of.....	3,415	59	88	104	111	117	90	137	186	139	107
Cases pending and unsettled at end of period.....	16	16	12	17	29	18	27	33	40	44	44
Mediation cases											
Cases pending and unsettled at beginning of period.....	72	199	218	214	134	170	129	102	122	91	108
New cases docketed.....	6,277	241	229	309	343	288	353	276	286	230	110
Total cases on hand and received.....	6,349	440	447	523	477	458	482	378	408	321	218
Cases disposed of.....	6,135	226	248	305	263	324	312	264	309	206	112
Cases pending and unsettled at end of period.....	214	214	199	218	214	134	170	114	99	115	106
Interpretation cases											
Cases pending and unsettled at beginning of period.....	0	5	8	12	7	1	4	0	0	1	0
New cases docketed.....	84	5	9	6	14	13	2	3	1	2	1
Total cases on hand and received.....	84	10	17	18	21	14	6	3	1	3	1
Cases disposed of.....	81	7	12	10	9	7	5	2	1	2	1
Cases pending and unsettled at end of period.....	3	3	5	8	12	7	1	1	0	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1960

	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 I	Class II	Class III	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.....	226	117	7	-----	18	4	7	153	73	1	2	40	45	100	26	12	-----
Mediation agreement.....	112	46	6	-----	13	2	5	72	40	1	2	30	32	40	6	1	-----
Arbitration agreement.....	4	2	-----	-----	1	-----	-----	3	1	-----	-----	1	-----	2	1	-----	-----
Withdrawn after mediation.....	32	27	-----	-----	-----	-----	1	28	4	-----	-----	3	2	17	2	8	-----
Withdrawn before mediation.....	14	11	-----	-----	1	-----	-----	12	2	-----	-----	2	1	9	1	1	-----
Refusal to arbitrate by:																	
Carrier.....	12	6	-----	-----	-----	1	1	8	4	-----	-----	-----	1	7	3	1	-----
Employees.....	26	10	1	-----	2	-----	-----	13	13	-----	-----	1	6	11	7	1	-----
Both.....	9	3	-----	-----	-----	1	-----	4	5	-----	-----	2	3	2	2	-----	-----
Dismissal.....	17	12	-----	-----	1	-----	-----	13	4	-----	-----	1	-----	12	4	-----	-----

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1960

	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.....		39	46	5, 135	4, 561	20	22	1, 828	998
Disposition:									
Certification based on election.....	43	30	36	4, 295	4, 072	13	14	1, 106	918
Certification based on authorizations.....	2	2	3	707	489	0	0	0	0
Withdrawn after investigation.....	5	3	3	37	-----	2	3	74	-----
Withdrawn before investigation.....	2	2	2	37	-----	0	0	0	-----
Dismissal.....	7	2	2	59	-----	5	5	648	80
Total all cases.....	59	-----	68	6, 963	5, 559	-----	-----	-----	-----

TABLE 4.—Number of cases disposed of by major groups of employees fiscal year 1960

Major groups of employees	Number of—			
	All types of cases	Representation Cases	Mediation Cases	Interpretation Cases
Grand total, all groups of employees.....	292	59	226	7
Railroad, total.....	199	39	153	7
Combined groups, railroad.....	8	2	4	2
Train, engine and yard service.....	95	15	78	2
Mechanical foremen.....	0	0	0	-----
Maintenance of equipment.....	4	2	2	-----
Clerical, office, station, and storehouse.....	33	2	31	-----
Yardmasters.....	4	0	4	-----
Maintenance-of-way and signal.....	13	3	10	-----
Subordinate officials in maintenance-of-way.....	0	0	0	-----
Agents, telegraphers, and towermen.....	10	0	10	-----
Train dispatchers.....	1	0	1	-----
Technical engineers, architects, draftsmen, etc.....	1	0	1	-----
Dining-car employees, train and pullman porters.....	6	2	3	1
Patrolmen and special officers.....	2	0	1	1
Marine service.....	12	11	0	1
Miscellaneous railroad.....	10	2	8	-----
Airline, total.....	93	20	73	-----
Combined airline.....	5	3	2	-----
Mechanics.....	9	2	7	-----
Radio and teletype operators.....	6	4	2	-----
Clerical, office, stores, fleet and passenger service.....	17	4	13	-----
Stewards, stewardesses, and flight pursers.....	6	0	6	-----
Pilots.....	26	2	24	-----
Dispatchers.....	8	0	8	-----
Mechanical foremen.....	0	0	0	-----
Meteorologists.....	1	0	1	-----
Flight engineers.....	5	0	5	-----
Miscellaneous airline.....	10	5	5	-----

TABLE 5.—*Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1960*

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	59	68	6, 963	100
Railroad, total.....	39	46	5, 135	74
Train service.....	3	3	1, 983	28
Engine service.....	10	12	1, 041	15
Yard service.....	2	2	347	5
Mechanical foremen.....	0	0	0	0
Maintenance of equipment.....	0	0	0	0
Clerical, office, station, storehouse.....	2	2	53	(1)
Yardmasters.....	2	2	54	(1)
Maintenance-of-way and signal.....	3	3	91	1
Subordinate officials, maintenance-of-way.....	0	0	0	0
Agents, telegraphers, and towermen.....	0	0	0	0
Dispatchers.....	0	0	0	0
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Dining car employees, train and pullman porters.....	2	2	532	8
Patrolmen and special officers.....	0	0	0	0
Marine service.....	11	11	824	11
Combined groups, railroad.....	2	7	112	2
Miscellaneous railroad.....	2	2	98	1
Airline, total.....	20	22	1, 828	26
Mechanics.....	2	2	43	(1)
Flight navigators.....	2	2	21	(1)
Clerical, office, stores, fleet and passenger service.....	4	4	454	6
Stewards, stewardesses and pursers.....	0	0	0	0
Stocks and stores.....	0	0	0	0
Pilots.....	2	2	41	(1)
Flight engineers.....	0	0	0	0
Marine employees.....	0	0	0	0
Combined groups, airline.....	2	4	55	(1)
Dispatchers.....	0	0	0	0
Commissary.....	0	0	0	0
Radio operators and teletype.....	4	4	617	9
Miscellaneous airline.....	4	4	597	8

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 1960

	Certifications issued to—						Total	
	National organizations			Local unions			Craft or class	Number of employees involved
	Craft or class	Employees involved		Craft or class	Employees involved			
Number		Per cent	Number		Per cent			
RAILROADS								
Representation acquired:								
Elections.....	6	493	7				6	493
Proved authorizations.....	2	62	(1)				2	62
Representation changed:								
Elections.....	21	1,685	24				21	1,685
Proved authorizations.....	1	645	9				1	645
Representation unchanged:								
Elections.....	16	2,250	32				16	2,250
Proved authorizations.....	0	0	0				0	0
Total railroads.....	46	5,135	74				46	5,135
AIRLINES								
Representation acquired:								
Elections.....	7	236	3	1	7	100	8	243
Proved authorizations.....	0	0	0				0	0
Representation changed:								
Elections.....	5	663	10				5	663
Proved authorizations.....	0	0	0				0	0
Representation unchanged:								
Elections.....	9	922	13				9	922
Proved authorizations.....	0	0	0				0	0
Total airlines.....	21	1,821	26	1	7	100	22	1,828
Total combined railroad and airline.....	67	6,956	100	1	7	100	68	6,963

¹ Less than 1 percent.

TABLE 7.—*Strikes in the railroad and airline industries July 1, 1959 to June 30, 1960*

Case No.	Carrier	Organization	Craft or class	Number employees	Date work stoppage	Date work resumed	Days duration	Issues	Disposition
C-2931.....	Chicago & Eastern Ill. Ry Co. and Belt Ry of Chicago.	BLE.....	Locomotive engineers.	300	July 12, 1959	July 14, 1959	3	Application discipline rule.	Court restraining order.
A-6044.....	Southern Airways, Inc.....	ACMA.....	Mechanics.....	120	Aug. 1, 1959	-----	-----	Application overtime work rule.	None to date.
E-204.....	Salt Lake City Union Depot & RR Co.	SUNA.....	Switchtenders.....	5	Aug. 13, 1959	Aug. 15, 1959	3	Abolished positions....	Court restraining order.
A-6077.....	Alton & Southern Railroad Co.	BRT.....	Trainmen.....	160	Dec. 31, 1959	Jan. 11, 1960	12	Revision investigation rule.	Settled direct.
A-6056.....	Flying Tiger, Inc.....	TWU.....	Navigators.....	74	Jan. 23, 1960	Feb. 18, 1960	27	Request re: rates & rules.	MA.
A-6076.....	Mohawk Airlines, Inc.....	ALEA.....	Stewards.....	142	Mar. 17, 1960	Apr. 3, 1960	18	Initial contract.....	MA.
C-3015.....	New York Central.....	BLF&E.....	Firemen.....	900	May 16, 1960	May 18, 1960	3	Request re: deadhead rule.	Court restraining order.
A-6102.....	Southern Airways, Inc.....	ALPA.....	Pilots.....	130	June 5, 1960	-----	-----	Request re: rates & rules.	None to date.

TABLE 8.—Number of labor agreements on file with the National Mediation Board according to type of labor organization and class of carrier, fiscal years 1935-60

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pull-man	Miscellaneous railroad carriers	Air carriers
1960.....	5, 218	3, 131	772	766	164	14	87	284
1959.....	5, 215	3, 130	772	766	164	14	87	282
1958.....	5, 205	3, 126	770	764	164	14	87	280
1957.....	5, 196	3, 117	770	764	164	14	87	280
1956.....	5, 190	3, 117	769	763	164	14	86	277
1955.....	5, 180	3, 116	763	763	163	14	86	275
1950.....	5, 092	3, 094	752	749	159	13	84	241
1945.....	4, 665	2, 913	735	705	150	8	56	98
1940.....	4, 193	2, 708	684	603	108	8	38	44
1935.....	3, 021	2, 335	347	334	-----	5	-----	-----
National organizations:								
1960.....	5, 124	3, 076	768	748	160	14	86	272
1959.....	5, 121	3, 075	768	748	160	14	86	270
1958.....	5, 111	3, 071	766	746	160	14	86	268
1957.....	5, 102	3, 062	766	746	160	14	86	268
1956.....	5, 096	3, 062	765	745	160	14	85	265
1955.....	5, 086	3, 061	759	745	159	14	85	263
1950.....	4, 999	3, 040	748	731	155	13	83	229
1945.....	4, 585	2, 865	732	687	146	8	56	91
1940.....	4, 128	2, 668	681	588	106	8	38	39
1935.....	2, 040	2, 254	347	334	-----	5	-----	-----
Other organizations:								
1960.....	94	55	4	18	4	-----	1	12
1959.....	94	55	4	18	4	-----	1	12
1958.....	94	55	4	18	4	-----	1	12
1957.....	94	55	4	18	4	-----	1	12
1956.....	94	55	4	18	4	-----	1	12
1955.....	94	55	4	18	4	-----	1	12
1950.....	93	54	4	18	4	-----	1	12
1945.....	80	48	3	18	4	-----	-----	7
1940.....	65	40	3	15	2	-----	-----	5
1935.....	81	81	-----	-----	-----	-----	-----	-----

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-60, inclusive

ALL DIVISIONS

Cases	26-year period 1935-60	1960	1959	1958	1957	1956
Open and on hand at beginning of period.....	-----	5, 645	4, 948	4, 317	4, 707	3, 724
New cases docketed.....	54, 541	1, 799	2, 397	2, 165	1, 992	2, 409
Total number of cases on hand and docketed.....	54, 541	7, 444	7, 345	6, 482	6, 699	6, 133
Cases disposed of.....	48, 584	1, 487	1, 700	1, 534	2, 382	1, 426
Decided without referee.....	11, 512	75	156	294	531	186
Decided with referee.....	19, 347	688	895	853	839	740
Withdrawn.....	17, 725	724	649	357	1, 012	500
Open cases on hand close of period.....	5, 957	5, 957	5, 645	4, 948	4, 317	4, 707
Heard.....	1, 735	1, 735	2, 497	4, 533	1, 854	1, 451
Not heard.....	4, 222	4, 222	3, 148	415	2, 463	3, 256

See footnote on page 83.

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-60, inclusive—Continued

FIRST DIVISION

Open and on hand at beginning of period.....	-----	2, 872	2, 530	2, 266	2, 958	3, 014
New cases docketed.....	37, 306	799	1, 084	928	662	780
Total number of cases on hand and docketed.....	37, 306	3, 671	3, 614	3, 194	3, 620	3, 794
Cases disposed of.....	34, 202	567	742	664	1, 354	836
Decided without referee.....	9, 763	47	139	273	502	156
Decided with referee.....	9, 785	228	308	239	253	320
Withdrawn.....	14, 654	292	295	152	599	360
Open cases on hand close of period.....	3, 104	3, 104	2, 872	2, 530	2, 266	2, 958
Heard.....	179	179	122	2, 463	170	295
Not heard.....	1 2, 925	1 2, 925	2, 750	67	2, 096	2, 663

SECOND DIVISION

Open and on hand at beginning of period.....	-----	282	268	257	280	67
New cases docketed.....	3, 858	305	397	376	347	398
Total number of cases on hand and docketed.....	3, 858	587	665	633	627	465
Cases disposed of.....	3, 493	222	383	365	370	185
Decided without referee.....	661	7	3	7	10	11
Decided with referee.....	2, 064	110	269	259	283	112
Withdrawn.....	768	105	111	99	77	62
Open cases on hand close of period.....	365	365	282	268	257	280
Heard.....	186	186	149	212	210	183
Not heard.....	179	179	133	56	47	97

THIRD DIVISION

Open and on hand at beginning of period.....	-----	2, 408	2, 102	1, 744	1, 455	616
New cases docketed.....	11, 829	615	770	763	887	1, 170
Total number of cases on hand and docketed.....	11, 829	3, 023	2, 872	2, 507	2, 342	1, 786
Cases disposed of.....	9, 430	624	464	405	598	331
Decided without referee.....	822	3	10	14	15	11
Decided with referee.....	6, 563	309	233	311	258	253
Withdrawn.....	2, 045	312	221	80	325	67
Open cases on hand close of period.....	2, 399	2, 399	2, 408	2, 102	1, 744	1, 455
Heard.....	1, 296	1, 296	2, 176	1, 823	1, 474	962
Not heard.....	1, 103	1, 103	232	279	270	493

FOURTH DIVISION

Open and on hand at beginning of period.....	-----	83	48	50	14	27
New cases docketed.....	1, 548	80	146	98	96	61
Total number of cases on hand and docketed.....	1, 548	163	194	148	110	88
Cases disposed of.....	1, 459	74	111	100	60	74
Decided without referee.....	266	18	4	0	4	8
Decided with referee.....	935	41	85	74	45	55
Withdrawn.....	258	15	22	26	11	11
Open cases on hand close of period.....	89	89	83	48	50	14
Heard.....	74	74	50	35	-----	11
Not heard.....	15	15	33	13	50	3

¹ Including cases where hearing has been waived.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1960

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	BRT	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	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	BRT	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	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.

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.
LU										
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	BRT	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.
Monogahela 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	(*)	BRC	BMW	ORT	ATDA.
BRT.										
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.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1960—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
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.
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.
	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	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Ann Arbor RR.	IAM	BB	SMWIA	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	RFD	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.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1960—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
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	ARSA	(#)
Boston & Albany RR.....	(#)	(#)	(#)	(#)	(#)	IBFO	BRSA	ARSA	ARSA	(#)
New York, Chicago & St. Louis RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	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	ORCB 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	UMW	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		(*)	(*)
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	(*)		(*)	(*)
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, 1960

	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Steward-esses 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	TWU	TWU	TWU ¹	TWU.
Bonanza Airlines	ALPA			ALDA	ALSSA		IAM	LU ¹	IAM.
Braniff Airways, Inc.	ALPA			ALDA	ALSSA	CWA	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	ALEA	(?)
Helicopter (Air) Service, Inc.	ALPA						TWU		
Los Angeles Airways	ALPA								
Mohawk Airlines, Inc.	ALPA			ALDA	ALEA		IAM		IAM.
National Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA	ALCEA	IAM	ALEA	IAM. ¹
North Central Airlines, Inc.	ALPA			ALDA	ALSSA		IAM	ALEA	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	ALEA	IAM.
Pan American World Airways, Inc.	ALPA	FEIA		ALDA	TWU		TWU	BRC	IBT.
Piedmont Aviation, Inc.	ALPA			ALDA	ALSSA				
Riddle Airlines	ALPA						ALEA	ALEA	(?)
Slick Airways, Inc.	ALPA	FEIA	TWU		TWU		IAM		IAM.
Southern Airways, Inc.	ALPA			ALDA			ALEA		
Trans-Texas Airways	ALPA			ALDA	ALSSA		IAM	ALEA	IAM.
Trans World Airlines, Inc.	ALPA	FEIA	TWU	ALDA	ALSSA	ALEA	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	CWA	IAM	BRC	(?)
West Coast Airlines	ALPA			ALDA	ALSSA		IAM	ALEA ¹	IAM. ¹

¹ Representing only a portion of the craft or class.

² Included in C.O.S.F. & P.S.

Marine employee representation on selected rail and air carriers as of June 30, 1960

	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	Hoist- ing engi- neers	Float- watch- men, bridge- men, bridge operators	Cooks, chefs, waiters
Ann Arbor.....	GLLO	GLLO	SIUA	SIUA	-----	SIUA	-----	SIUA
Atchison, Topeka & Santa Fe.....	MMP	NMEB	IUP	IUP	-----	-----	-----	-----
Baltimore & Ohio.....	MMP	TWU	SIUA	TWU	ILA	IOE	MMP	-----
Central RR of New Jersey.....	MMP	TWU	TWU	TWU	ILA	IOE	TWU	-----
Chesapeake & Ohio..... (P.M. Div.).....	MMP	NMEB	SIUA	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	IOE	UMW	-----
Lehigh Valley.....	GLLO	GLLO	NMU	NMU	-----	-----	-----	NMU
Long Island.....	TWU	MEBA	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	SIUA	SIUA	TWU	ILA	-----	MMP	-----
Norfolk Southern.....	MMP	NMEB	NMEB	-----	-----	-----	NMEB	-----
Pan American World Airways.....	MMP	NMEB	SIUA	SIUA	-----	-----	-----	-----
Pennsylvania.....	MMP	TWU	SIUA	TWU	-----	IOE	-----	HRE
Reading.....	MMP	NMEB	NMU	NMU	NMU	-----	-----	NMU
Southern Pacific (Pac. Ln.).....	MMP	NMEB	IUP	IUP	-----	-----	-----	IUP
Southern.....	MMP	NMEB	MMP	-----	-----	-----	-----	-----
Staten Isl. Rapid Trans.....	MMP	NMEB	MMP	TWU	-----	-----	-----	-----
Wabash.....	MMP	GLLO	UMW	UMW	-----	-----	-----	-----
Western Maryland.....	-----	-----	-----	-----	-----	-----	SIUA	-----
Western Pacific.....	MMP	NMEB	IUP	IUP	-----	-----	-----	-----

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 Longshoremen
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
BMV	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 Railroad 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 Employees
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 Railroad Conductors and Brakemen
ORT	The Order of Railroad Telegraphers
RED	Railway Employees' Department, AFL-CIO
RYA	Railroad Yardmasters of America

RAILROADS—Continued

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

ALEA	Air Line Employees Association
ALCEA	Air Line Communication Employees Association
ALDA	Air Line Dispatchers Association
ALPA	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
CWA	Communications Workers of America
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



