

Twenty-seventh
ANNUAL REPORT OF THE
NATIONAL
MEDIATION
BOARD

INCLUDING
THE REPORT OF THE
NATIONAL RAILROAD
ADJUSTMENT BOARD



For the Fiscal Year Ended JUNE 30, 1961

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NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1961

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

LEVERETT EDWARDS, *Member*

ROBERT O. BOYD, *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, 1961.

*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-seventh Annual Report of the National Mediation Board for the fiscal year ended June 30, 1961, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

LEVERETT EDWARDS, *Chairman.*

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I. SUMMARY AND OBSERVATIONS

This report summarizes the activity of the National Mediation Board in its work of administering the Railway Labor Act during the fiscal year ending June 30, 1961. This report also includes a summary of the activities of the National Railroad Adjustment Board for the same period.

The Railway Labor Act is the Federal legislation specifically designed to establish a code of procedure for handling labor relations in the vital rail and air transportation industries. The statute provides a complete set of tools to be used in achieving industrial peace at all levels of negotiations.

These procedures include in the first instance a requirement that the parties directly negotiate in an effort to resolve their differences, subsequent steps include assistance to the parties through the mediatory services of the National Mediation Board, final and binding arbitration by an impartial neutral person and in certain instances investigation and recommendation by a Presidential board. Procedures are available to dispose of disputes involving the interpretation of the meaning and intent of an agreement between the parties. All of these tools are available for use by the parties in finding a solution to their own labor relations problems. Providing tools, however, does not in itself assure a peaceful resolution of the differences between the parties. The procedures of the Railway Labor Act provide the means by which the parties may reach a settlement of their problems but the duty of the parties to make their own decisions is not usurped by the act. The act should not be used as a shield by the parties to avoid their duties and responsibilities to the public to settle promptly all disputes relating to making and maintaining agreements concerning rates of pay, rules and working conditions of employees. The parties themselves have an obligation to conduct their labor relations in a manner that will prevent interruption to transportation services so vital to the general welfare of the nation and essential to the needs of the public.

During the past year the railroad industry provided an excellent example of mature leadership in labor management relations. For some years both labor and management recognized that fundamental problems plagued their industry. Both sides operating through national committees with the assistance of the government explored at arm's length the various approaches that could be used to resolve their differences. These efforts culminated in the establishment on a voluntary basis of a Presidential commission to assist the parties in finding a solution to their problems. A more detailed discussion of this commission follows in this chapter. The approach to common problems by national committees fully authorized to represent their members in seeking a solution to recognized problems before they reach a state of crisis sets an example for others to ponder.

Technological improvements in both the rail and air industries, as well as an increased tempo in proposed and actual mergers of

carriers in both of these transportation fields, have had an impact upon the work of the Board. Concern of employees over declining job opportunities has increased demands upon management for agreements pertaining to job security and severance pay. The Board anticipates that problems of this nature will continue.

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.

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

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.

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 applications 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 interference, influence or coercion by either party over the designation by the other" and "all disputes between a carrier or carriers and its or their employees shall be considered and if possible decided with all expedition in conference between authorized representatives of the parties." The principle of collective bargaining is aided by the provision that "it shall be the duty of all carriers, their officers, agents and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules and working conditions."

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 State 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 Disputes, 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 substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the President shall be notified, who may thereupon, in his discretion, create a Board to investigate and report respecting such dispute. The law provides that the Board shall be composed of such number of persons as seems desirable to the President. Generally, a Board of three is appointed to investigate the dispute and report thereon. The report must be submitted within 30 days from the date of appointment and for that period and thirty days after, no change shall be made by the parties to the controversy in the conditions out of which the dispute arose. This latter period permits the parties to consider the report of the Board as a basis for settling the dispute.

During the 27 years the National Mediation Board has been in existence 137 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 rule 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. 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

At the beginning of the fiscal year there were four national railroad disputes unsettled. Two were settled during this fiscal year and a summary of both is set forth below. The remaining two cases are discussed under the heading "Pending National Wage and Rule Movement."

The American Train Dispatchers Association settled their dispute with the three Carrier Conference Committees on September 22, 1960, which disposed of the notices served by the organization on the carriers dated December 15, 1959, and the proposals served by the individual railroads on the organization subsequent to December 15, 1959. This agreement was reached in direct negotiations and generally followed the pattern established by other railway unions which was reported in the previous annual report.

The American Railway Supervisors Association's notice of October 1, 1959, and the carriers' proposals subsequent to that date were settled also in direct negotiations on September 26, 1960. This settlement, too, was similar to the railroad pattern established in the previous fiscal year.

STRIKES AND THREATENED STRIKES

Table 7 of this report shows the strikes commenced during the past fiscal year which lasted for longer than a day. The total of 18 strikes includes 5 in the airline industry and 13 in the railroad industry. This number does not include a strike on Southern Airways, Inc., called by the Air Line Pilots Association in the previous fiscal year, which continued through fiscal year 1961.

In general the strikes were of short duration and did not seriously interrupt interstate commerce. In several instances carriers continued

operations during the strike period. The most serious work stoppage occurred in the airline industry when the Flight Engineers' International Association failed to report for work assignments on seven major airlines. In the railroad industry a strike of 12 days' duration on the Pennsylvania Railroad called by shop craft employees seriously affected the area served by that carrier. Mediation agreements disposed of 12 of the 18 strikes. In one instance the strike ended when the matter was referred to a Presidential Emergency Board, another when a Presidential commission was appointed, the issues in another were disposed of by an agreement to arbitrate, two strikes were settled by direct negotiations between the parties and one ended by order of a Federal court. A brief summary of each of these incidents follows:

Cases A-6151, A-6214—Continental Air Lines, Inc. and Flight Engineers' International Association.

In this case the parties were unable to reach agreement during negotiations for revision of contract involving changes in rates of pay, rules and working conditions and in particular with respect to union jurisdictional issues growing out of the company's proposal as to "pilot-engineer" qualifications for manning the "third seat in the cockpit" of jet aircraft.

Mediation was unsuccessful and the Board's proffer of arbitration was declined. On June 29, 1960, certain of the flight engineers employed by this carrier engaged in a strike, but normal flight schedules were not interrupted. On October 7, 1960, a merger of the Continental Air Lines Chapter of Flight Engineers' International Association, with the Air Line Pilots Association, was effected and further negotiations between the parties disposed of the dispute.

E-213—Long Island Railroad Company and Brotherhood of Railroad Trainmen.

A strike of 25 days' duration, July 10 to August 4, 1960, interrupted the service of this important commuter facility operating in the metropolitan area of New York City.

This dispute which led to this strike grew out of proposals of both parties for changes in work rules of the collective bargaining agreement; one of the most controversial issues being a request of the organization for a reduction from 26 to 22 days per month for employees engaged in passenger service and from 7 to 5 days per week for employees engaged in local freight service, without reduction in pay.

Prior to the strike all of the procedures of the Railway Labor Act had been applied to this dispute, including investigation and report of Emergency Board No. 129, without effecting a settlement. A summary of the Emergency Board's report which was submitted to the President May 18, 1960, is contained in the previous annual report for the fiscal year ended June 30, 1960.

During the strike the Mediation Board continued its mediatory efforts, and an agreement was eventually reached between the parties, disposing of the dispute and the employees returned to service.

A-6121—Monongahela Connecting Railroad Company and Brotherhood of Railroad Trainmen.

A strike of 3 days' duration, August 10 to August 12, 1960, occurred on this switching facility, serving principally the Pittsburgh, Pa., works of the Jones and Laughlin Steel Corporation.

The dispute which led to the strike grew out of proposals of the organization for revision of term contract to provide wage increases and improvement in fringe benefits.

Prior to the strike, mediation of the dispute failed to produce settlement and the Board's proffer of arbitration was declined.

Settlement was reached in further direct negotiations on August 12, 1960, and the employees returned to work.

Case No. A-6199, A-5996—Union Railroad Company and the United Steelworkers of America.

A strike of 22 days' duration, August 18, 1960, to September 8, 1960, occurred on this switching facility serving five major Pittsburgh area mills of the United States Steel Corporation and other industries in the locality.

The dispute which led to the strike grew out of proposals for changes in work rules of the collective bargaining agreement. The organization's proposals also sought to revise term contract provisions for wage increases and improvement in fringe benefits.

Mediatory efforts prior to the strike proved unsuccessful and the Board's proffer of arbitration was declined. Mediation was again conducted while the strike was in progress and a settlement was reached on September 8, 1960, disposing of the dispute.

E-225—Union Railroad Company and the Brotherhood of Railroad Trainmen.

A strike of 16 days' duration, September 2, 1960, to September 17, 1960, occurred on this switching facility serving five major Pittsburgh area mills of the United States Steel Corporation and other industries in the locality.

The dispute which led to the strike grew out of proposals of the organization for revision of term contracts to provide wage increases and improvement in fringe benefits.

Mediation efforts prior to the strike failed to produce a settlement and the Board's proffer of arbitration was declined. Further mediation conducted by this Board while the strike was in progress disposed of this dispute on September 17, 1960.

A-6260—McKeesport Connecting Railroad Co., (A-6261)—Lake Terminal Railroad Co., (A-6262)—Newburg and South Shore Railroad Co. and, (A-6263)—Donora Southern Railroad and Brotherhood of Railroad Trainmen.

A strike of 15 days' duration, September 3 to September 17, 1960, occurred on these four separate facilities which provide switching service principally for steel mills operated by United States Steel Corporation.

The strikes followed the failure of the parties to reach agreement on proposals for changes in collective bargaining agreements to provide wage increases and improvement in fringe benefits.

Mediatory efforts to settle the disputes prior to the strikes were unsuccessful and the Board's proffer of arbitration was declined.

Further negotiations conducted concurrently disposes of all issues in the disputes on these four railroads on September 17, 1960, and the employees returned to work.

A-5949—Pennsylvania Railroad Company and The Transport Workers' Union of America, Railroad Division, AFL-CIO, and System Federation No. 152, Railway Employees' Department, AFL-CIO.

A strike of 12 days' duration, September 1 through September 12, 1960, occurred on the Pennsylvania Railroad Company when the employees represented by the Transport Workers' Union of America, Railroad Division, AFL-CIO and System Federation No. 152, Railway Employees' Department, AFL-CIO, withdrew from the service of the carrier. The issues involved in this dispute arose out of a section 6 notice served upon the carrier June 26, 1957, requesting revision of the existing rules agreement. The dispute had been processed through the various procedural steps provided by the Railway Labor Act including a Presidential Emergency Board. A summary of the proceedings before the Emergency Board No. 132 and its recommendations which were submitted to the President June 24, 1960, are contained in the previous annual report. Meetings and conferences between the parties subsequent to the date the recommendations of Emergency Board No. 132 were released did not resolve all of the issues in dispute and August 18, 1960, the organizations advised the Board that the employees they represented would withdraw from the service of the carrier September 1, 1960. The Board then requested the parties to meet with its representatives in an effort to resolve the dispute. Meetings commenced August 26, 1960, and continued during the strike period until a settlement was finally reached September 12, 1960. Major issues unresolved at the time the strike began pertained to the assignment of work to particular crafts or classes of employees and the contracting out of repair and maintenance work by the carrier to outside establishments.

A-6213—Grand Trunk Western Railroad Company and Brotherhood of Railroad Trainmen.

A strike of 10 days' duration occurred on this carrier, September 1 to September 10, 1960, following failure of direct negotiations and mediation to settle a dispute growing out of proposals of the organization for changes in work rules. The Board's proffer of arbitration was declined.

Further mediation conducted by the Board while the strike was in progress resulted in settlement of the dispute on September 9, 1960, and the employees returned to work the following day.

C-3041—Rutland Railway Corporation and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Engineers, Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen.

A strike of 41 days' duration began on the Rutland Railway Corporation September 16, 1960. The strike occurred as a result of the contention by the organizations that the carrier changed the 1957 and 1959 agreements between the parties by bulletin, changed the

home terminals for certain local freight crews and ran crews through these terminals. The dispute arising out of these contentions was submitted by the carrier to the National Railroad Adjustment Board for decision September 30, 1960. October 26, 1960, the organizations were enjoined from continuing further strike action by decision of Ernest W. Gibson, U.S. District Judge, U.S. District Court for the District of Vermont, Civil Action No. 3070. The decision stated: "the dispute leading to the strike is minor under the Railway Labor Act and the strike became illegal upon submission of the minor dispute to the Adjustment Board for compulsory arbitration."

Case A-6204—Braniff International Airways and Brotherhood of Railway and Steamship Clerks.

A strike of 10 days occurred on Braniff International Airways when the Clerical, Office, Stores, Fleet and Passenger Service Employees, represented by the Brotherhood of Railway and Steamship Clerks, after exhausting the procedures of the act, authorized a strike on this carrier, commencing September 26, 1960. The strike occurred over unresolved issues pertaining to contract revision proposals of the parties. The carrier continued operations during the strike period. The strike was ended October 6, 1960, when through the efforts of the Mediation Board an agreement was reached which settled the issues in dispute between the parties.

Case A-6141—South Buffalo Railway Company and the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen.

A strike of 8 days' duration, September 29, 1960, to October 6, 1960, occurred on this switching facility serving the Lackawanna, N.Y., plant of the Bethlehem Steel Corporation and other industries in the locality.

The dispute which led to the strike grew out of proposals of the organizations for revision of term contracts to provide wage increase and improvement in fringe benefits and certain other working rules.

Initial mediation efforts failed to produce a settlement of the dispute and the Board's proffer of arbitration was declined. Further mediation was conducted by the Board while the strike was in progress and a settlement was effected on October 6, 1960, and the employees returned to work.

Cases A-6176 and A-6343—Northwest Airlines, Inc. and International Association of Machinists, AFL-CIO.

A strike by flight engineers represented by the International Association of Machinists occurred on this air carrier October 11, 1960, which at first was limited to jet operations and did not affect piston type aircraft operated on the majority of this carrier's routes. On January 9, 1961, the work stoppage was extended to all type aircraft and curtailed operations of the carrier.

The Board attempted to mediate the dispute throughout the work stoppage until February 24, 1961, when the President created Emergency Board No. 136. The employees then returned to work. A summary of the report issued by Emergency Board No. 136 may be found in chapter V of this report.

Case A-6217—New York Harbor Carriers' Conference Committee and Railroad Marine Harbor Council.

A strike of 14 days' duration by approximately 660 marine employees represented by the International Organization of Masters, Mates, and Pilots, the Marine Engineers' Beneficial Association and the Seafarers' International Union (Railroad Marine Harbor Council) occurred on the Baltimore and Ohio Railroad; Brooklyn Eastern District Terminal; Bush Terminal; Central Railroad of New Jersey; Erie-Lackawanna Railroad; Lehigh Valley Railroad; New York Central Railroad; New York Dock Railway; New York, New Haven and Hartford Railroad; Pennsylvania Railroad; and the Reading Company (New York Harbor Carriers' Conference Committee) which stopped their railroad marine operations in the New York Harbor and ultimately interfered with the rail movements on some of the carriers at other points.

The dispute which led to this strike grew out of proposals of both parties for changes in the collective bargaining contracts covering rates of pay, rules, and working conditions.

Prior to the strike, which began January 10, 1961, all of the procedures of the Railway Labor Act had been applied to this dispute, including investigation and report of Emergency Board No. 133, without effecting a settlement. A summary of the Emergency Board's report which was submitted to the President December 10, 1960, is contained in chapter V of this report.

During the strike the Mediation Board continued its mediatory efforts and an agreement was eventually reached between the parties on January 23, 1961, disposing of the dispute and the employees returned to service.

Pan American World Airways, American Airlines, Trans World Airlines, Eastern Air Lines, National Airlines, The Flying Tiger Line, Western Air Lines, and Flight Engineers International Association.

February 17, 1961, a work stoppage occurred on the seven above-mentioned air carriers when the flight engineers failed to report for their work assignments. February 23 all of the flight engineers except those employed by Western Air Lines returned to work after the President issued an Executive order establishing a commission to inquire into the controversy which lead to this walkout of employees represented by the Flight Engineers' International Association. A more detailed discussion of this incident is included in this chapter under the heading: "Presidential Commission—Airline Controversy."

Case A-6387—National Airlines, Inc. and the International Association of Machinists, AFL-CIO.

A strike of 6 days' duration occurred on this carrier in a dispute concerning wages and rules of mechanical, stores, and related employees. The organization's initial proposal contained 74 items and the company's initial proposal contained 50 items. Settlement was not made in direct negotiations. The services of the Board were then requested by the organization. The Board's mediatory efforts did not result in a complete agreement although many items were disposed of. Arbitration was proffered but it was declined by the organization.

The employees withdrew from service on May 2, 1961. Intensive mediation efforts by the Board then resulted in an agreement on May 4, 1961, covering most of the items in dispute, while the remainder—

vacations, automatic progression to senior stock clerk and a new classification of lead stock clerk, passes, seniority, and rate of pay for non-mechanical employees—were submitted to arbitration. Following the ratification of this agreement on May 7, 1961, the employees returned to work. The matters to be arbitrated were assigned our Case No. Arb. 263. The arbitration proceedings had not been completed at the close of this fiscal year.

THREATENED STRIKES

During the past fiscal year five 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 (two involving an air carrier and three 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. 133 (E.O. 10888, issued Sept. 28, 1960).	Certain carriers represented by the New York Harbor Carriers' Conference Committee, and certain of their employees represented by labor organizations, members of the Railroad Marine Harbor Council.
No. 134 (E.O. 10904, issued Jan. 12, 1961).	Certain carriers represented by the New York Harbor Carriers' Conference Committee, and employees represented by Lighter Captains' Union, Local 996, International Longshoremen Association.
No. 135 (E.O. 10919, issued Feb. 17, 1961).	Pan American World Airways, Inc., and Flight Engineers' International Association, PAA Chapter.
No. 136 (E.O. 10923 issued Feb. 24, 1961).	Northwest Airlines, Inc., and the International Association of Machinists.
No. 137 (E.O. 10944 issued May 19, 1961).	Carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and the Railroad Yardmasters of America.

Chapter V contains a synopsis of the reports and recommendations of these emergency boards whose reports were submitted to the President during the past fiscal year.

During the past fiscal year the Board docketed 26 "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 such circumstances, may proffer its services under section 5 of the act and endeavor to work out an arrangement between the parties which will dispose of the issues in dispute and thus avoid the threatened interruption of service. During this period, the Board closed a total of 27 "E" cases. Thirteen cases were closed on the basis of a mediation agreement; three were referred to special boards of adjustment; six were settled by the parties in direct negotiations either before, or after, receiving mediatory assistance; four were closed by Board action; one was closed because the employees refused to arbitrate.

The Board always encourages the parties to a dispute which is not settled in mediation to utilize the arbitration procedure contained in section 7 of the act as a means of disposing of the issues, rather than resorting to use of economic force. There are few, if any, issues which cannot be disposed of by the arbitration process, and this procedure should be used more frequently.

Chapter V of this report contains a summary of awards rendered in major disputes which resulted in final and binding disposition of the controversy.

In addition to arbitration under section 7 of the act, mentioned above, many disputes pertaining to the application and interpretation of agreements have been disposed of by arbitration procedures under section 3 of the act carried out through the National Railroad Adjustment Board and special boards of adjustment.

ITEMS OF SPECIAL INTEREST

Pending National Wage and Rule Movements

In addition to the notice served by the railroad carriers on the five operating brotherhoods, which is discussed in this chapter under the heading "Presidential Commission—Railroad Industry", two other railroad disputes of national significance remained unsettled through fiscal 1961. One involved the Railroad Yardmasters of America and the other involved the Switchmen's Union of North America.

The Railroad Yardmasters of America, however, settled their dispute on September 27, 1961, in mediation following an Emergency Board report.

The dispute arising from the notice served on various carriers, under date of March 2, 1959, by the Switchmen's Union of North America remains unsettled at the time of this report.

PRESIDENTIAL COMMISSION—RAILROAD INDUSTRY

The Nation's railroads and the five railway operating brotherhoods agreed October 17, 1960, to submit their dispute over work rules and practices to a commission established by the President.

In the previous annual report the Board pointed out that 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 Switchmen's Union of North America—to revise the rules pertaining to basis of pay, 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.

September 7, 1960 the organization served a proposal on the carriers pertaining to improvement in the wage structure, consist of crews including the number, qualification, and training of men in the crew, financial and other protection of employees affected by mergers, consolidations, abandonments, technological changes in operations and changes in working conditions, stabilization of employment and the establishment of a commission in general conformity with the recom-

recommendations of Emergency Board 109 to assist the parties in arriving at an agreement.

Secretary of Labor Mitchell under whose auspices the agreement to submit this dispute to a commission was reached made the following comment at the time the agreement was announced :

This is a monumental step forward in one of our major basic industries, and great credit is due to the statesmanship of both sides in arriving at this agreement. It is a project that the carriers and the operating brotherhoods have been concerned about for some years. I have been working with both parties for nearly a year and a half now, in bringing them together and reaching an agreement, which we have reached and signed today. I think that this step is an indication of maturity in labor-management relations which is unparalleled in American history, in American management and labor relations.

Executive Order 10891 was signed November 1, 1960, by the President establishing a commission to inquire into a controversy between certain carriers and certain of their employees.

The Executive order provided for a commission composed of 15 members who would be named by the President. Five members would be chosen from among persons nominated by the carriers, five from among persons nominated by the employees represented by the operating brotherhoods, and five, including the chairman, would be chosen by the President independently without nominations.

The order authorized the commission to, "investigate and to inquire into the issues raised by the proposals of the parties involved in the said controversy with the objective of making a report to the President, including its findings and recommendations with respect to the controversy, and assisting in achieving an amicable settlement and agreement with respect to issues in dispute between the parties."

Carrier members appointed to the commission were Daniel P. Loomis, President, Association of American Railroads; Thomas A. Jerrow, Vice President—Operations, Great Northern Railway; J. E. Wolfe, Vice President—Personnel, Chicago, Burlington and Quincy Railroad; B. B. Bryant, Assistant Vice President, Chesapeake and Ohio Railway; G. W. Knight, Director of Labor Relations, Pennsylvania Railroad.

For the operating brotherhoods the following were appointed: A. F. Zimmerman, Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers; S. C. Phillips, Assistant President, Brotherhood of Locomotive Firemen and Enginemen; S. W. Holliday, Vice President, Order of Railway Conductors and Brakemen; H. F. Sites, Vice President, Brotherhood of Railroad Trainmen; James W. Fallon, Vice President, Switchmen's Union of North America.

As chairman and public member the President appointed James P. Mitchell, Secretary of Labor. Other public members appointed were: John T. Dunlop of Belmont, Massachusetts, Professor Economics, Harvard University; Charles A. Myers of Weston, Massachusetts, Member of the Staff, Massachusetts Institute of Technology; Francis J. Robertson of Washington, D.C., attorney and arbitrator; Russell A. Smith of Ann Arbor, Michigan, arbitrator.

February 14, 1960, Chairman James P. Mitchell resigned from the commission. Simon H. Rifkind, former District Judge for the Southern District of New York was appointed to succeed Mr. Mitchell as chairman on March 4, 1961.

The commission established headquarters in Washington, D.C., and commenced hearings early in 1961. In addition to the hearings, the

staff assigned to the commission commenced a series of basic studies concerning pay structure, manpower, operation of seniority system, operation of job protection agreements, pay practices in other industries and operation of incentive plans.

At the end of the fiscal year the commission had not completed its work. The order establishing the commission provided that the commission should endeavor to make a final written report of its findings and recommendations not later than December 1, 1961.

OTHER COMMISSIONS

In addition to the commission created by Executive Order 10891, November 1, 1960, two other commissions to inquire into railroad disputes were created during the past fiscal year.

By Executive Order 10929 signed by the President March 24, 1961, a commission was established by the President to investigate a controversy involving carriers represented by the New York Harbor Carriers' Conference Committee and certain of their employees represented by Locals and No. 1 and 3, International Organization of Masters, Mates & Pilots, the Marine Engineers Beneficial Association No. 33, and the Seafarers' International Union of North America, Atlantic and Gulf District, Railroad and Marine Division, AFL-CIO, all members of the Railroad Marine Harbor Council, AFL-CIO.

In addition to the above a commission was established June 12, 1961, by Executive Order No. 10948 to investigate a controversy involving carriers represented by the New York Harbor Carriers' Conference Committee and certain of their employees represented by Lighter Captains' Union, Local No. 996, International Longshoremen's Association, AFL-CIO.

The members of the two above-mentioned commissions had not been appointed at the end of the fiscal year.

COMMITTEE OF THREE NEUTRALS

As reported in the previous annual report the Board appointed a committee of three neutrals pursuant to section 2, ninth, of the act to investigate a representation dispute among the flight deck crew members, employees of United Air Lines, Inc. The members of the committee were J. Glenn Donaldson, Denver, Colorado, chairman; George S. Ives, Washington, D.C., member; and David H. Stowe, Washington, D.C., member.

This committee convened upon the first day of December 1959 and hearings continued upon sundry dates and places thereafter until June 23, 1960. Because of the voluminous record, 595 exhibits and 5,121 pages of testimony adduced over 40 days of hearing, the filing of briefs and proposed findings were not completed until December 5, 1960.

The issue before the committee as stated in the Findings upon Investigation issued January 17, 1961 was:

The sole function of a committee such as this is to determine the craft or class of employees who are to be grouped together for the purpose of representation. As applied to this case, we must determine whether flight deck or cockpit crew members on United Air Lines, Inc., should participate as a group in the selection of a common representative for the purpose of collective bargaining, or whether the flight engineers comprise a separate craft or class and thus are entitled to vote separately from the pilot in any representative election.

After full discussion of the development of the dispute, the issues involved and findings of fact the committee concluded :

On the basis of the entire record, this committee finds that all flight deck crew members on United Air Lines, Inc., in the job classifications of pilot or captain, reserve pilot, copilot, and second officers or flight engineer constitute one craft or class for purposes of representation and collective bargaining under the Railway Labor Act and should be voted together on one ballot for the purposes of representation under Section 2, ninth, of the Railway Labor Act, as amended.

Subsequently, on the basis of the committee's conclusion in their Findings upon Investigation the Board docketed the application of the Air Line Pilots Association to investigate a representation dispute among flight deck crew members employees of United Air Lines, Inc., and in due course an election was held among the employees concerned as a result of which the Board issued a certification May 31, 1961, whereby the Air Line Pilots Association was designated as the representative for flight deck crew members employed by United Air Lines, Inc.

It should be noted that the procedure adopted by the Board in handling this dispute was the subject of legal action brought by the UNA Chapter, Flight Engineers' International Association, AFL-CIO against the Board. The right of the Board to proceed as it did was upheld by the U.S. Court of Appeals, District of Columbia, in Case No. 16,332 decided July 13, 1961. (See Decisions of Significance.)

PRESIDENTIAL COMMISSION—AIRLINE CONTROVERSY

January 17, 1961, the committee of three neutrals appointed by the Board to investigate a representation dispute among flight deck crew members, employees of United Air Lines, Inc., submitted its Findings Upon Investigation to the National Mediation Board wherein it found that the pilots and flight engineers constituted a single craft or class of employees for representation purposes on United Air Lines, Inc. The Board on February 6, 1961, after reviewing the report transmitted the findings to the Flight Engineers' International Association, the Air Line Pilots' Association and United Air Lines, Inc.

Shortly thereafter on February 17, 1961, flight engineers employed on seven of the Nation's air carriers: Pan American World Airways, American Airlines, Trans World Airlines, Eastern Air Lines, National Airlines, The Flying Tiger Line, and Western Air Lines, commenced a walkout which shut down the operations of these carriers.

February 21, 1961, Secretary of Labor Arthur J. Goldberg, having investigated all the facts and circumstances in the situation, announced that he had recommended to the President that a distinguished and competent public commission should be appointed to review the complex problems involved. In making this announcement the Secretary stated :

In the immediate background of these strikes is the stated fear of the men involved that the decision of the National Mediation Board in File No. C-2946, involving United Air Lines, jeopardizes their jobs with the other carriers which they are striking, and their union's bargaining rights and status. The United Air Lines decision is, by its nature, limited to that airline and the parties to that proceeding. It does not automatically apply to other air carriers. Mr.

Francis O'Neill, Chairman of the National Mediation Board, has made a public statement of his similar view.

With respect to the decision in its limited application to United Air Lines, the Board is an independent agency duly established by law, whose rulings cannot be changed by the President, myself, or anyone in the Executive Branch of Government. We are a government of laws and not of men. If the decision is considered erroneous, it can be challenged only in the courts.

On the same day the President issued Executive Order 10921 establishing a commission to inquire into a controversy between certain air carriers and certain of their employees. This order included all of the struck carriers except Western Air Lines. February 23, Executive Order 10922 was issued amending the order of February 21 to include Western Air Lines.

February 24 it was announced by the President that all parties except Western Air Lines had agreed to the proposal made by the Secretary of Labor on his behalf, that the flight engineers were immediately available to return to work, and that arrangements were being made for prompt resumption of operations on the six airlines.

The commission appointed by the President consisted of Nathan P. Feinsinger, chairman; Richard Lester, member; and J. Keith Mann, member. On May 24, 1961, this commission made its report to the President, which consisted of a detailed study of the background of the controversy, the craft or class decision in the United Air Lines case and observations and recommendations of the commission.

The recommendations of the commission included a proposal to establish a Joint Committee on Interunion Cooperation as an initial step to implement the commission's recommendation that a merger agreement should be reached between the Flight Engineers' International Association and the Air Line Pilots' Association. In regard to the jet crew complement issue the commission endorsed the principle of transition from a four-man to a three-man crew on turbojets, with reasonably adequate protection for the job equities of those employees who might be adversely affected by such transition.

Principles to guide the parties in meeting the problems of job security and transition to three-man crews were recommended to the parties. The commission also made certain observations and recommendations regarding the singular situation on Western Air Lines.

In conclusion the commission proposed that the parties negotiate on the basis of its report and advise the commission of their progress within 30 days.

October 17, 1961, the commission made a further report to the President amplifying its report of May 24 with detailed recommendations. In its conclusion the commission stated:

This is not a conventional labor dispute between one union and one employer. The issues to which the President directed the commission to address itself have been increased in complexity by the involvement of two unions with competing interests and seven carriers with separate bargaining histories. So critical was the February strike that the President took the unusual step of creating this commission. Every facility of the Government was placed at the disposal of the commission in its effort to eliminate the source of the strife that for years has seriously affected air transport services and the Nation's economy.

The commission's goal will not have been achieved by providing a solution on paper. A solution in practice is what the commission has proposed and what the public has a right to expect. There is no occasion for further delay. Accordingly, the commission requests the parties, with such assistance by the National Mediation Board as may be appropriate under the Railway Labor

Act and the Board's usual practices, to arrange for prompt meetings for the purpose of implementing the commission's recommendations and completing agreements on all open contract issues.

Amended Rules of Procedure

The Board, after due consideration and review of comments from interested parties, amended its Rules of Procedure (29CFR1202) by adoption of the following section entitled "Nondisclosure of Information." This amendment was published in the Federal Register and became effective August 16, 1961.

§ 1202.15 Nondisclosure of information.

(a) *Policy.* Public policy and the successful effectuation of the National Mediation Board's mission under Section 5, First, of the Railway Labor Act, as amended, require that members, officers, and employees of the Board maintain a reputation for impartiality and integrity. Labor and management or other interested parties participating in mediation proceedings must have the assurance and confidence that information disclosed to members, officers, and employees of the Board during the mediation process will not subsequently be divulged needlessly.

(b) *Non-confidential Mediation Records.* The formal documents—such as the invocation or proffer of mediation, the reply or replies of the parties, the proffer of arbitration and replies thereto, and the notice of failure of mediatory efforts—in cases under section 5, First of the Railway Labor Act, as amended, are matters of official record and are available for inspection and examination by persons properly and directly concerned at the offices of the Board in Washington, D.C.

(c) *Confidential Mediation Records.* (1) All reports, information or documents, other than those specified in paragraph (b) of this section, obtained or prepared during the mediation process by the National Mediation Board, its members, officers or employees for Board use in the course of official activities under section 5, First, of the Railway Labor Act, as amended, are hereby declared to be confidential. Officers and employees are hereby prohibited from making such confidential reports, information, or documents available to anyone other than a member, officer or employee of the Board, unless the Board authorizes the disclosure of such information or the production of such documents.

(2) Any officer or employee who is served with a subpoena requiring the production of any documents or records or the disclosure of any information designated in subparagraph (1) of this paragraph as confidential shall promptly advise the Board of the service of such subpoena, the nature of the documents or information sought, and all relevant facts and circumstances. The Board will thereupon enter such order or give such instructions as it shall deem advisable. If the officer or employee so served has not received instructions from the Board prior to the return date of the subpoena, he shall appear in court and respectfully decline to produce the documents or records or to disclose the information called for, basing his refusal upon this rule.

DECISIONS OF SIGNIFICANCE

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

UNA Chapter, Flight Engineers' International Association v. National Mediation Board, et al. (U.S. Court of Appeals for the District of Columbia, Circuit No. 16332, decided July 13, 1961).

The litigation in this case arose out of the Board's handling of a representation dispute on United Air Lines, Inc. See Committee of Three Neutrals under Items of Special Interest in this chapter. The FEIA in its complaint sought to restrain the Board "from violating the Railway Labor Act by arrogating the right to create a new craft." The district court dismissed the complaint for lack of jurisdiction and the dismissal was upheld by the Court of Appeals. The Court of Appeals affirmed the Board's authority concerning determinations of

craft or class for representation purposes as not being subject to judicial review (*Switchmen's Union of North America v. NMB*, 320 U.S. 297).

Brotherhood of Maintenance of Way Employees v. United States (U.S. Supreme Court, decided May 1, 1961).

The Delaware, Lackawana & Western Railroad Company and the Erie Railroad Company filed a joint application for approval by the Interstate Commerce Commission of a proposed merger, the surviving company to be known as the Erie-Lackawanna Railroad Company. During an I.C.C. hearing on this matter, the railroads suggested the New Orleans conditions be imposed in satisfaction of Section 5(2)(f) of the Interstate Commerce Act, amended, which requires fair and equitable arrangements to protect the interest of employees affected. Following the hearing, the Railway Labor Executives' Association filed a brief claiming that suggested conditions were not enough, but that the act itself imposes a minimum requirement that no employee be discharged for at least the length of his prior service up to 4 years.

The hearing examiner recommended the New Orleans conditions. Thereafter, the commission adopted the recommendation. The employees' representatives obtained a temporary restraining order from a U.S. district court; however, after hearing the case on its merits, the district court dissolved the restraining order and dismissed the complaint. Direct appeal was taken to the U.S. Supreme Court.

The Supreme Court found the legislative history was consistent with the application of the statute by the I.C.C. and consequently affirmed the judgment of the district court.

Brotherhood of Railroad Trainmen v. The Denver and Rio Grande Western Railroad Company.

The Brotherhood of Railroad Trainmen submitted certain claims in behalf of some of its members to the National Railroad Adjustment Board which in due course made money awards in favor of the employees and entered orders for the railroad to pay on specified dates. The railroad refused to make payment and, subsequently, the employees went on strike. The railroad obtained a preliminary injunction from the U.S. District Court (Colorado) to prevent the strike. Subsequent litigation pertained to the question as to whether the injunction should be made permanent.

The carrier argued that the Railway Labor Act (45 U.S.C.A., § 153, First (p)), which provides that if a carrier does not comply with a NRAB order the employees may file an action in a U.S. district court for enforcement, is the sole means by which an award may be enforced.

The Brotherhood contended, however, that the employees, in addition to court action, have an alternative right to strike to enforce the awards and the Norris-LaGuardia Act prohibited the court from granting injunctive relief in this case.

The court held that the enforcement of a NRAB award by the means set forth in the act (45 U.S.C.A., § 153, First (p)) is exclusive, and that under previous decisions of the U.S. Supreme Court construing the Norris-LaGuardia in relation to the Railway Labor Act, the district court had injunctive power in the case before it. A permanent injunction was issued.

Appeal was taken by the Brotherhood to the U.S. Court of Appeals (Tenth Circuit) where the decision of the district court was affirmed. The Brotherhood appealed to the U.S. Supreme Court but certiorari was denied.

International Association of Machinists v. Street (U.S. Supreme Court, decided June 19, 1961).

As mentioned in our previous report, this case involved the question of validity of Section 2, eleventh (union shop) of the Railway Labor Act in connection with the use of union dues for purposes not related to collective bargaining functions. The U.S. Supreme Court held that the union shop amendment to the Railway Labor Act does not vest unions with unlimited power in face of a member's objection to spend dues and fees received under a union shop agreement. This holding did not outlaw the union shop agreement. The case was remanded to the Georgia courts for proceedings not inconsistent with the opinion of the Supreme Court. Beside the opinion of the court written by Justice Brennan, there were four other opinions rendered in this case.

II. RECORD OF CASES

1. CASES HANDLED BY THE BOARD

The National Mediation Board has jurisdiction over disputes in the three primary 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.) These cases are commonly referred to as “R” cases.

(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.) These cases are commonly referred to as “A” cases.

(3) *Interpretation*.—Controversies arising over the meaning or the application of any agreement reached through mediation. (See sec. 5, second, of the act.) These cases are commonly referred to as interpretation cases.

A more detailed discussion of these categories may be found elsewhere in this report.

The Board’s services may be 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 certain 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.

Other disputes arise which at the time they are brought to the Board’s attention are not susceptible to being classified in any of the three categories listed above. Nevertheless, the circumstances surrounding such controversies require varying degrees of action by the 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 1961, 26 “E” cases were docketed, making a total of 261 in less than a 7-year period. Many of these cases are not reflected in the statistics representing total cases docketed.

Another type of case which has been consuming an increasing amount of the Board’s time—this is particularly applicable to the

railroad industry—is the “C” number designation series. The “C” number is given to both representation and mediation applications when it is not readily apparent whether the application should be docketed. A majority of these cases are assigned to a mediator for on-the-ground investigation to secure sufficient facts from those involved in order for the Board to decide whether the subject should be docketed or dismissed. The mediator’s personal services have often aided the parties in agreeing on a satisfactory disposition without utilizing 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 1961, 126 “C” cases were handled by the Board, 46 of which required the assignment of a mediator and 3 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 Appendix of this report, reveals the total number of all cases formally docketed during the fiscal year 1961 was 313. This represents a net increase of 4 cases as compared with 309 docketed the previous year. An increase occurred in both representation cases docketed, 67 cases this year as contrasted with 63 the prior year, and in interpretation cases, 10 docketed in this year as compared to 5 the year immediately preceding this report. Docketing of 236 mediation cases in fiscal 1961 represents a decrease of 5 cases under the total 241 docketed in 1960. A total of 10,177 cases have been docketed in the 27-year period 1935–61.

The effect of the AFL-CIO no-raid pact, and an almost total cessation of raiding between the railroad operating brotherhoods accounts for the sizeable decline in representation disputes in the past few years.

As mentioned elsewhere in this report, during fiscal 1961 the President appointed a commission to make a study of collective bargaining rules and rates of pay applicable to railroad operating employees. This has had a tendency to forestall the number of disputes between these parties which through the procedure of the Act ultimately come to the Board for handling.

2. DISPOSITION OF CASES

Table 1 further reveals that a total of 298 cases were disposed of during fiscal 1961 compared to 292 the preceding year making an increase of 6 cases. In the 27-year period, 1935–61, 9,929 cases have been disposed of.

Mediation cases disposed of in 1961 totaled 229, 3 cases more than the total of 226 disposed of in the prior year. The total for the 27-year period is 6,364.

Representation cases disposed of in fiscal 1961 totaled 61, 2 more than the 59 cases disposed of in 1960. The total disposed of in the 27-year period is 3,476.

Eight interpretation cases were disposed of in 1961, one more than the seven disposed of in 1960.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

As shown on table 3, 11,956 employees were involved in 61 representation disputes disposed of during fiscal 1961. When compared with 6,963 employees involved in representation disputes during fiscal 1960, this represents an increase of 4,993 employees involved. Railroad employees accounted for 3,349 employees involved in 31 cases, while 8,607 airline employees were involved in 30 airline representation disputes. Comparing this with the previous year of 5,135 railroad and 1,828 airline employees, reveals a decrease of 1,786 railroad employees while airline employees increased by 6,779.

Table 4 reveals that of the grand total of 298 cases of all types disposed of in fiscal 1961, railroad cases accounted for 215 cases while airlines accounted for 83. The railroad train, engine and yard service group remains, as in years before, the one group accounting for the largest number of cases, 117 this year which includes 5 representation cases, 107 mediation cases, and 5 interpretation cases. Although, mediation cases increased, there was a substantial drop in representation cases. The clerical, office, station, and storehouse class accounted for a total of 16 cases, composed of 1 representation and 15 mediation cases. Railroad marine service employees were involved in 16 cases and telegraphers were involved in 10.

In the airline industry, the pilot group accounted for 14 cases, 13 mediation and 1 representation; the clerical, office, stores, fleet and passenger service group accounted for 8 cases, 6 mediation and 2 representation; and the stewardesses class was involved in a total of 16 cases, 12 of which were representation and 4 were mediation cases.

Table 5 is a summary by crafts or classes of employees involved in representation disputes. Of the total of 61 cases disposed of by the Board in fiscal 1961, the table reveals that 68 crafts or classes were involved covering 11,956 employees. There were 32 railroad crafts or classes covering 3,349 employees, accounting for 28 percent of all employees involved in representation disputes.

Airline employees in 36 crafts or classes covering 8,607 employees, accounted for 72 percent of all employees involved in representation disputes during the year. This is the first year in the Board's history that there were more airline employees involved in representation disputes than railroad employees. The table shows that in 12 cases there were 2,548 stewardesses involved which accounted for 12 percent of the total of all employees involved in disputes. In three cases of combined airline groups accounting for 9 crafts or classes, 2,478 employees were involved. These were composed mostly of mechanical and related employees.

The railroad train service employees which usually account for a substantial number were involved in 1 dispute only covering a mere 74 employees. Engine service employees also in past years accounted for a significant number of employees involved in representation disputes, but during fiscal 1960 not one employee of this category was involved.

4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal year 1961 totaled 236, representing a decrease of 5 cases under the prior year. The total of cases docketed when added to 214 cases on hand at beginning of the year makes a total of 450 cases considered by the Board during the period covered by this report. Two hundred and twenty-nine cases were disposed of, leaving 221 such cases pending.

Of the total of 229 cases disposed of, as seen by table 2, 177 were railroad and 52 were airline. Mediation agreements were obtained in 127 cases, 96 railroad 31 airline; 1 arbitration agreement was executed in the railroad industry; 22 cases were withdrawn after mediation, 18 railroad 4 airline; 20 cases withdrawn before mediation, 15 railroad and 5 airline; 39 cases were closed because of refusal to arbitrate, the carriers refused in 3, the employees in 31, and both parties refused in 5 cases. Railroad disputes accounted for 31 cases closed because of refusal to arbitrate and the airline disputes for 8. Dismissal by the Board was the reason for closing 20 cases, 16 railroad and 4 airlines.

Of the total of 177 railroad cases disposed of, Class 1 carriers were involved in 113 cases, Class 2 in 15, switching and terminal carriers in 35, electric roads in 9, and miscellaneous railroad companies in 5.

Rules accounted for the major issues in 143 cases, 127 railroad and 16 airline. Mediation agreements were obtained in 69 of these cases, 63 railroad and 6 airline. Sixteen cases were withdrawn after receiving mediation service, 14 railroad and 2 airline. Thirteen cases were withdrawn before mediation, 11 railroad and 2 airline. Refusal to arbitrate accounted for 31 cases disposed of by the Board, 27 railroad and 4 airline; the carrier refused to arbitrate in 3 cases, the organizations in 20, and both parties refused in 4 cases. The Board dismissed 14 rules cases, 12 railroad and 2 airline.

Rates of pay were involved in 77 cases, 43 railroad and 34 airline. Mediation agreements were obtained in 50 cases, 27 railroad and 23 airlines. One railroad case was disposed of by an agreement to arbitrate. Five cases were withdrawn after mediation, 3 railroad and 2 airline; 7 cases were withdrawn before mediation, 4 railroad and 3 airline. Refusal to arbitrate accounted for 8 cases disposed of, 4 railroad and 4 airline, the employees refused to arbitrate in 7 cases and both parties refused in 1. Six cases were dismissed, 4 railroad and 2 airline.

New agreements were involved in 2 airline cases, both were disposed of through mediation agreements.

Miscellaneous issues were involved in 7 railroad cases, 6 were disposed of by mediation agreements, and one was withdrawn after mediation.

5. ELECTIONS AND CERTIFICATION OF REPRESENTATIVES

Table 3 is an analysis by craft or class, employees involved and participation in the 61 representation cases disposed of by the Board. There were 11,956 employees involved in this type of dispute and of that number 9,652 actively participated in the outcome.

Certifications based on election were issued in 51 cases, 28 railroad and 23 airline. Of the 28 railroad cases in this category among 29 crafts or classes, 3,340 employees were involved, and of this total, 2,935 employees cast valid ballots for their choice of a representative

in the secret elections held by the Board. In the 23 airline cases where certifications were issued covering 27 crafts or classes, 7,885 employees were involved and 6,527 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 2 crafts or classes totaling 9 employees all of whom submitted valid authorizations. Certifications based on authorization check were issued in 3 airline cases covering 76 employees, 56 of whom signed valid authorizations.

One airline case involving one craft or class among 8 employees was withdrawn before an investigation was made.

Dismissals were issued in 4 cases, 1 railroad and 3 airline. The 1 railroad case among 1 craft or class involved 9 employees. The 3 airline cases among 5 crafts or classes involved 638 employees.

Table 6 shows 171 railroad employees in 5 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 2 percent of all employees involved in representation disputes. Representation was acquired by 8 employees in 1 craft or class based on a check of authorization cards.

Representation was changed following a secret ballot election, for 1,869 railroad employees in 16 crafts or classes. This group accounted for 18 percent of all employees involved in representation disputes during the year.

Following Board supervised secret ballot elections, representation remained unchanged for 1,301 railroad employees in 8 crafts or classes. This group accounted for 12 percent of all employees involved in representation disputes during the year.

The 3,349 railroad employees in 32 crafts or classes accounted for 32 percent of all employees engaged in representation disputes.

In the air transport industry, 94 employees in 3 crafts or classes acquired representation by a national union for the first time based on election results. In 3 crafts or classes 76 employees acquired representation rights for the first time based on a check of authorizations.

Following secret ballot elections, representation was changed for 6,607 airline employees in 21 crafts or classes. This group accounted for 55 percent of all employees engaged in representation disputes in which certifications were issued to national organizations and 100 percent in which local unions were certified.

Representation remained unchanged for 1,184 employees in 2 crafts or classes following secret ballot elections. This group accounted for 11 percent of all employees involved in representation disputes.

The 7,961 air transport employees in 29 crafts or classes accounted for 68 percent of all employees engaged in disputes in which national organizations were certified and 100 percent of the 805 employees in 4 crafts or classes in which a local union was certified.

III. MEDIATION DISPUTES

The Railway Labor Act is intended to provide an orderly procedure by which representatives of the carriers and employees will make and maintain agreements. Section 6 of the Act outlines in detail the guide lines which must be followed when either party desires to change an agreement affecting rates of pay, rules and working conditions. The first requirement is that a 30-day, written notice of the intended change must be served upon the other party. Within ten days after receipt of the notice of intended change, the parties shall agree upon the time and place for conference on the notice. This conference must be within 30 days provided in the notice of intended change. Thus, in the first step, the parties are required to place on record, with advance notice, their intention to change the agreement between them. Arrangements must be made promptly for direct conferences between the parties on the subject covered by the notice in an effort to dispose of any dispute affecting rules, wages and working conditions. It is at this level of direct negotiation that the majority of labor disputes are disposed of without the assistance of or intervention by an outside party. Chapter VI of this report indicates that during the past fiscal year 1,093 revisions in agreements covering rates of pay, rules, and working conditions were made without the active assistance of the National Mediation Board.

In the event that settlement of the dispute is not reached in the first stage, section 5, first, of the act permits either party—carrier or labor organization—or both, to invoke the services of the National Mediation Board. Applications for the assistance of the Board in disposing of disputes may be made on printed Forms NMB-2, copies of which may be obtained from the Executive Secretary, National Mediation Board, Washington 25, D.C.

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.

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 assignment 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 that 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. Positively stated, Section 6 is intended to maintain the contract as it existed between the parties until the provisions of the Act have been complied with. When the procedures of the Act have been exhausted without an agreement between the parties on the 30-day notice of intended change, the carrier may alter the contract to the extent indicated in the 30-day notice, and the organization is free to take such action as it deems advisable under the circumstances. The other provisions of the contract are not affected and remain unchanged. 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.

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

Item 1.—THE SPECIFIC QUESTION IN DISPUTE

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

Item 2.—COMPLIANCE WITH RAILWAY LABOR ACT

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

Notice of Intended Change

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

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

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 26 cases were assigned in the "E" number series. In the same period 27 cases in this category were disposed of.

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.

1. PROBLEMS IN MEDIATION

A voluntary agreement made by representatives of carriers and labor organizations with the assistance of the National Mediation Board indicates that the problems which separated the parties at the time the services of the Board were invoked have been resolved. A reappraisal of the situation which lead to the dispute and a critical examination of the factual situation under the guidance of a mediator has resulted in accommodation by the parties to each others problems. Experience has shown that such agreements made on voluntary basis

during mediation create an atmosphere of mutual respect and understanding in the administration of the contract on a day-to-day basis. During the past year in several instances joint committees of representatives of the carrier and the labor organizations were established at the time the mediation agreements were signed. These committees had as their purpose the establishment of a forum wherein the parties could, when necessary, voice in an objective manner their views on the administration of the agreement and forestall misunderstandings before they reached a critical stage. These committees also provide a means by which the parties could discuss problems not foreseen at the time the agreement was signed. It is the hope of the parties who have established such committees that this means of communication between them will enable the parties by prompt action in disposing of mutual problems to create an atmosphere of common understanding and respect in handling labor problems. Such action is in accord with the general purposes of the Railway Labor Act to provide for the prompt and orderly settlement of disputes as well as the general duties imposed by the act to make and maintain agreements. The Board commends the parties to such agreements.

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

In other instances mediation proceeds for only a short time before it becomes apparent that the designated representative of one or both sides lacks the authority to negotiate the dispute to a conclusion. Part of this failure to cloak the representative with full authority to conclude a dispute is the practice of some organizations to make settlements only on the condition that they be ratified by the members of their organization. Mediation cannot proceed in an orderly fashion if the designated representatives do not have the authority to finally decide issues as the dispute is handled. The Board has a reasonable right to expect that the representatives designated by the parties to negotiate through the mediator will have full authority to execute an agreement when one is reached through mediatory efforts.

The Board deplores the failure of the parties to cloak their representatives with the powers granted by the act to conduct negotiations to a conclusion. 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.

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.

Paragraph fourth of general duties of the act grants to the employees the right to organize and bargain collectively through representatives of their own choosing.

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. The names of all employees signing authorizations must be shown on a typewritten list prepared in alphabetical order and submitted in duplicate at the time the application is filed.

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.

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 safe-keeping. At a prearranged time the mediator secures the ballots from the postmaster and makes the tabulation. The parties, if they so desire, may have an observer at these proceedings.

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 other 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. Initially, it is well to point out 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.

The carrier is notified, however, 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.

If the polling of votes results in a valid election the outcome is certified to the carrier designating the name of the organization or individual authorized to represent the employees for the purposes of the act.

In disputes where there is a collective bargaining agreement in existence and the Board's certification results in a change in the employees' representative, questions frequently arise concerning the effect of the change on the existing agreement. The Board has taken the position that a change in representation does not alter or cancel any existing agreement made in behalf of the employees by their previous representatives. The only effect of a certification by the Board is that the employees have chosen other agents to represent them in dealing with the management under the existing agreement. If a change in the agreement is desired, the new representatives are required to give due notice of such desired change as provided by the agreement or by the Railway Labor Act. Conferences must then be held to agree on the changes exactly as if the original representatives had been continued. The purpose of such a policy is to emphasize a principle of the Railway Labor Act that agreements are between the employees and the carrier, and that the change of an employee representative does not automatically change the contents of an agreement. The procedures of section 6 of the Railway Labor Act are to be followed if any changes in agreements are desired.

Rules and Regulations

The Board's Rules and Regulations applying to representation disputes as they appear in the Code of Federal Regulations, Title 29, Chapter X, are set forth below:

§ 1206.1 *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.

§ 1206.2 *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.

§ 1206.3 *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.

§ 1206.4 *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 § 1206.2 (Rule 2); 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.

NOTE: § 1206.4(b) will not apply to employees of a craft or class who are not represented for purposes of collective bargaining.

[19 F.R. 2121, Apr. 13, 1954; 19 F.R. 2205, Apr. 16, 1954]

§ 1206.5 *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.

§ 1206.6 *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.

§ 1206.7 *Construction of this part.*

The rules and regulations in this part shall be liberally construed to effectuate the purposes and provisions of the act.

§ 1206.8 *Amendment or rescission of rules in this part.*

(a) Any rule or regulation in this part 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 in this part. 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 and 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 1961 on disputes submitted to arbitration.

ARB. 255 (Case No. A-6179).—*Detroit, Toledo & Ironton Railroad Co. and the Brotherhood of Locomotive Engineers*

Members of the Arbitration Board were H. W. Seeley representing the carrier, S. L. Brink representing the organization and H. Raymond Cluster, neutral member selected by the parties and appointed by the National Mediation Board. Mr. Cluster was selected Chairman of the Board.

Hearings commenced in Baltimore, Md., August 1, 1960, and were subsequently continued in Detroit, Mich., September 26, 1960. Prior to the closing of the hearings the parties to the agreement and the Members of the Board agreed to extend indefinitely the period within which the Board was required to file its award. The award was rendered June 8, 1961.

The dispute involved a controversy arising out of a section 6 notice dated August 1, 1957, served upon the carrier by the organization requesting 4 hours' compensation for Engineers who are operating locomotives equipped with radio-telephones.

The Board denied the organization's request in its entirety except as follows:

Effective from the date of the award, June 8, 1961, "on any day that an engineer is required to receive via radio-telephone from supervisory personnel, work orders or work instructions directed to another employee, and to relay such work orders or work instructions to the employee concerned, he will be paid an arbitrary allowance of one hour in addition to his trip or tour of duty at the applicable rate and without any deduction from amount paid for the trip or tour of duty."

ARB. 256 (Case No. E-181).—*Eastern Air Lines, Inc. and Air Line Pilots Association, International*

Members of the Arbitration Board were George A. Smith, representing the Carrier; Robert M. Tedlock, representing the organiza-

tion, and Harry H. Platt, Neutral Member selected by the parties and appointed by the National Mediation Board. Mr. Platt was selected Chairman of the Board.

Hearings commenced April 18, 1960, and the award was rendered August 16, 1960.

The submission presented to the Board for decision framed the issue as follows:

What is the extent of the Company's obligation to provide "the opportunity to obtain the training" and "the use of Company equipment and facilities pursuant to the letter of S. L. Shannon to C. N. Sayen dated January 1, 1959, and the Memorandum of Understanding of January 1, 1959, of which the letter is a part"?

The award of the Board was as follows:

A. The letter of S. L. Shannon to C. N. Sayen, dated January 1, 1959, and the Memorandum of Understanding of January 1, 1959 (of which the letter is a part) between Eastern Air Lines, Inc. and Air Line Pilots Association, International are construed as obligating the Company to afford an opportunity to third pilots on jet aircraft to obtain the training necessary to qualify for a flight engineer's rating but not as obligating it to make available to them an airplane for taking a practical (demonstration) test in connection with securing a flight engineer's rating.

B. The training called for by the Agreement is that which would be required to bring jet third pilots up to the level of knowledge and competency necessary for them to qualify for a flight engineer certificate, taking into consideration the knowledge and skill that the group already possesses. Both the Company and ALPA agree that the transition training now provided pilots qualifying on jet aircraft is quite extensive and that the additional training needed is not great. Some additional instruction is needed on fundamentals of certain technical subjects, and opportunity for some additional practice at the flight engineer's panel in the simulator should be afforded. Under present conditions, there is no need for additional training in the aircraft itself, since the pilot training in the aircraft is already adequate if additional time at the flight engineer's panel is given in the simulator.

The Board finds that in addition to the training now given by the Company to third pilots on DC-8 aircraft, the Company is obligated to provide them reasonable opportunity to obtain the following additional training, subject to the availability of equipment:

1. Classroom instruction on the following subjects for the approximate time indicated:
 - a. Aircraft Power Plants and Propellers General----- 6½ hours
 - b. Basic principles of Hydraulics, Aircraft DC Electrical Systems, Physics and Aircraft Fuel Systems----- 6½ hours
2. Practice in normal and emergency procedures at the panel in the simulator, together with explanation of the procedures and adaptations needed for the aircraft itself----- 2 hours

The trainees are not entitled to any pay or expenses for the time spent at such additional training, and each trainee shall have the election to take or not to take the training.

The Company may elect to implement this award in any manner it finds suitable as long as each jet third pilot is afforded a reasonable opportunity to obtain the training. Some of the jet third pilots have completed all or part of their DC-8 transition training and a reasonable opportunity to obtain the additional training must be afforded them within a reasonable period of time, subject to the availability of the necessary equipment such as the simulator. Provided the necessary equipment is available, a reasonable period of time for commencement of the program for the additional training of jet third pilots already finished with their transition training should be no more than 90 days from the date of this award and for commencement of the program for jet pilot trainees not finished with their transition training not more than 30 days from the date of this award.

At the request of the parties this award has been made specific and in detail, but good faith on the part of the Company and on the part of the trainees is obviously required if an award of this type is to be effective, and good faith

performance by all concerned is made a requirement of this award. The additional training specified above is based on present assessment of the training being given, and experience may indicate that adjustments in the content and time of the additional classroom instruction is required for good faith performance of the Company's obligation.

ARB. 257 (File C-2996).—*The Baltimore & Ohio Railroad Co. and The Order of Railroad Telegraphers*

Members of the Arbitration Board were Thomas S. Woods, representing the carrier; B. N. Kinhead, representing the organization; and Francis J. Robertson, Neutral Member selected by the parties and appointed by the National Mediation Board. Mr. Robertson was selected Chairman of the Board.

Hearings were held September 27, 1960, and the award was rendered December 9, 1960.

The issue presented to the Board as stated in the Arbitration Agreement was as follows:

Specific question governing the claim of V. B. McCracken submitted to arbitration is whether commissions paid to the employee by the Railway Express Agency in the year 1955 constitute any part of "average monthly compensation" within the meaning of that term as it is used in paragraph 4 of the Oklahoma Conditions.

The Board concluded in its award that the commissions paid to the employee by the Railway Express Agency in the year 1955 constitute a part of "average monthly compensation" within the meaning of that term as it is used in paragraph 4 of the Oklahoma conditions.

ARB. 258 (Case No. A-6148).—*Cornwall Railroad Co. et al. and Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen*

Members of the Arbitration Board were K. F. Handwerk, representing the Carrier; Q. C. Gabriel, representing the organization; and Thomas C. Begley, Neutral Member, selected and appointed by the National Mediation Board. Mr. Begley was selected Chairman of the Board.

Hearings commenced November 26, 1960, and the award was rendered January 23, 1961.

The Carriers involved in this arbitration included the Cornwall Railroad Co., Patapsco & Back Rivers Railroad Co., Philadelphia, Bethlehem & New England Railroad Co., and the Steelton & Highspire Railroad Co.

The dispute arose out of an agreement between these carriers and the organizations dated April 18, 1957. That agreement contained the following provision:

The settlement hereby provided in an application of the settlement last made in the basic steel industry. Such settlement has been agreed to by the Companies in consideration of the commitment of the Brotherhoods and the Companies, hereby affirmed, that the pattern generally established from time to time in the basic steel industry with regard to wages, hours and working conditions, is accepted as the basis for future negotiations of changes in rates of pay, rules and working conditions rather than the pattern generally established from time to time in the railroad industry nationally.

The questions which were to be decided by this Board of Arbitration were as follows:

One. Is the offer of the Companies for increases in the hourly wage rates of the employees of the Companies who are represented by the Brotherhoods, amounting to an average of 8.3 cents per hour effective December 1, 1960, and 7.6

cents per hour effective October 1, 1961, a proper application under the above-quoted provision of the pattern of hourly wage rate increases established for employees in the basic steel industry by the Settlement Agreement dated January 4, 1960, between United Steel Workers of America and eleven major steel companies, including Bethlehem Steel Company?

Two. If the answer to the above question is in the negative, what would be a proper application of such pattern to the hourly wage rates of the employees of the Companies who are represented by the Brotherhoods?

In its award the Board answered Question No. 1 in the affirmative. The Board stated:

* * * it finds that the offer of the Carriers for increases in the hourly wage rates of the employees of the Carriers who are represented by the Brotherhoods, amounting to an average of 8.3 cents per hour effective December 1, 1960 and 7.6 cents per hour effective October 1, 1961, is a proper application of the pattern of hourly wage rate increases established for employees in the basic steel industry who do not have a CWS classification or who are not on incentive by the Settlement Agreement dated January 4, 1960 between the United Steel Workers of America and eleven major steel companies, including Bethlehem Steel Company.

ARB. 259 (Case No. A-6147)—*Chicago, South Shore & South Bend Railroad and Brotherhood of Railroad Trainmen.*

Members of the Arbitration Board were D. E. Ferner, representing the Carrier; J. H. Shepherd, representing the organization; and Carroll R. Daugherty, Neutral Member, selected by the parties and appointed by the National Mediation Board. Mr. Daugherty was selected Chairman of the Board.

Hearings commenced October 3, 1960, and the award was rendered December 12, 1960. The issues presented to the Board of Arbitration involved approximately 30 proposed changes in the preamble, rates of pay and rules of the current agreement as well as proposed new supplements to the agreement. In the award the Board's decision on some of the issues set forth the specific language to be incorporated in the parties' collective bargaining agreement. On other issues the Board merely denied or sustained proposals as made by the parties.

Subsequent to the date an award was rendered, the organization on January 23, 1961, requested interpretation of Rule 34(a) and Supplement F of the award rendered December 12, 1960.

The Board of arbitration was reconvened with W. P. Coliton duly substituted for D. E. Ferner as carrier member.

Hearings on the request for an interpretation commenced March 22, 1961. The interpretation of an award was rendered March 23, 1961. Rule 34(a) was interpreted as dealing only with passenger runs. The rule was amended by the insertion of the word "passenger" in the first line of the rule so as to read as follows:

Conductors and trainmen on all regular *passenger* runs will be allowed ten minutes preparatory time and ten minutes mark-off time in their assignments. This will also apply to extra men working regularly assigned full time passenger runs.

In regard to the interpretation of awarded Supplement F, the Board stated:

The first paragraph of awarded Supplement F on paid holidays is the one in contention between the Parties. In general, it was the Board's intention that the words, "work days of their work week," which end the first sentence of said paragraph, should be applied as if said words had read, "days that would normally be worked in their usual work week."

The Board deems it desirable to provide more specific interpretation to said general phrase. Accordingly the Board adds the following to the first paragraph of Supplement F, after the named holidays.

1. Employees who voluntarily for any reason (e.g., sickness, leave of absence, or vacation) absent themselves from work on a work day before or on a work day after the day on which a holiday officially falls shall not receive pay for such holiday not worked.
2. The provisions of Supplement F as here interpreted apply to all regularly assigned passenger and freight conductors and trainmen. Each such employee shall receive holiday pay for all the specified holidays except when the holiday falls on his regularly assigned rest day.
3. The provisions of Supplement F as here interpreted apply to the members of pool crews covered by the Parties' Agreement who have assigned rest days and who are subject to call or work on any of the specified holidays.
4. The provisions of Supplement F apply to extra employees covered by the Parties' Agreement who are subject to call on any of the specified holidays. An extra employee who, pursuant to Supplement C, Section 4(c) of the Agreement, has been previously notified by the Carrier that any of the specified holidays constitutes a rest day for him and who therefore is not subject to call on such holiday will not receive holiday pay for such holiday not worked. An extra employee who is subject to call on one of the specified holidays and who nevertheless absents himself voluntarily for any reason from work on such holiday will not receive pay for such unworked holiday.

ARB. 260 (Case No. A-5987).—*New York, Chicago & St. Louis Railroad Co. and Brotherhood of Maintenance of Way Employees*

Members of the Arbitration Board were Z. T. Komarek, representing the carrier; H. C. Dodd, representing the organization; and Thomas C. Begley, Neutral Member, selected and appointed by the National Mediation Board. Mr. Begley was selected Chairman of the Board.

Hearings commenced October 29, 1960, and were completed October 31, 1960.

The issues involved in this arbitration pertain to the rate of pay for the following positions:

1. Section Laborer-Truck Driver
2. Section Foremen
3. Assistant Section Foremen

On October 13, 1960, prior to an award by the Board, the parties reached agreement disposing of the issues involved thereby making it unnecessary for the Board to render a decision in this matter.

ARB. 261 (Case No. A-5987).—*The Atlanta & West Point Railroad Co., The Western Railway of Alabama, Georgia Railroad and the Brotherhood of Maintenance of Way Employees*

Members of the Arbitration Board were J. B. Wilson, representing the carrier; G. A. Padgett, representing the organization and Carl R. Schedler, Neutral Member, selected and appointed by the National Mediation Board. Mr. Schedler was selected Chairman of the Board.

Hearings commenced on September 7, 1960, and the award was rendered October 11, 1960.

The dispute involved the question of rates of pay for a tie renewal gang. After the hearings were concluded September 7, 1960, Marshall L. Bowie, who was present during all the hearings, replaced J. B. Wilson, incapacitated because of illness, as carrier member of the arbitration board.

The award of the Board was as follows:

Extra Gang Foreman-----	\$482.31 per month
Operator of Fairmont Spike Puller-----	2.204 per hour
Operator of Fairmont Hydraulic Rail Lifter-----	2.204 per hour
Operator of Fairmont Tie Handler-----	2.204 per hour
Operator of Kershaw Tie Bed Scarifier and Tie Puller..	435.31 per month
Operator of RMG Spikemaster-----	435.31 per month

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 fol-

lowed, 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 four Emergency Boards which were issued during the fiscal year ending June 30, 1961.

EMERGENCY BOARD NO. 133—Case A-6217—*Certain carriers represented by the New York Harbor Carriers' Conference Committee, and certain of their employees represented by labor organizations, members of the Railroad Marine Harbor Council*

The Emergency Board created under the Presidential Emergency Order dated September 28, 1960, was composed of Dudley E. Whiting, Chairman, Detroit, Mich.; Benjamin C. Roberts, New York, N.Y., and William H. Coburn, Washington, D.C.

Hearings commenced November 3, 1960, and the report was issued by the Board December 10, 1960. The time for filing the report in this case was extended beyond the customary 30 days at the request of the parties and with the consent of the President.

The organizations comprising the Railroad Marine Harbor Council were the Associated Maritime Workers Local No. 1 of the International Organization of Masters, Mates & Pilots; Local No. 1, International Organization of Masters, Mates & Pilots, Local No. 3, International Organization of Masters, Mates & Pilots, and the Marine Engineers Beneficial Association No. 33, AFL-CIO.

During the course of the negotiations the Seafarers International Union of North America, Atlantic and Gulf District, Railroad Marine Division, AFL-CIO, was certified as the representative of the employees formerly represented by the Associated Maritime Workers, Local No. 1.

No single set of demands were filed by the Railroad Marine Harbor Council. Each of the organizations, during the period May, July, and November, 1959, served a series of notices on the carriers under the provisions of section 6 of the Railway Labor Act proposing changes in and additions to the effective working agreements.

The carriers took the position that notices served prior to November 1, 1959, were barred by the moratorium provisions of article 5 of the October 22, 1957 agreement and that portions thereof were not bargainable. They did, however, agree to meet with the organizations to discuss the proposals and at the same time submitted counter-proposals. This position of the carrier was reserved through the negotiations conducted by the National Mediation Board and the investigation of the Emergency Board, although the Emergency Board was not asked to pass upon the validity of this contention.

The organizations in presenting their demands insisted at the threshold that they were not to be compared with or treated as railroad employees but should have the same consideration as seamen. The Board, after reviewing the contention of the organizations, took the position that the organizations represented railroad marine operating employees.

The economic demands of the organizations pertained to wage increases, welfare benefits, and improved holiday and vacation benefits. The Board in its recommendations on these issues followed the pattern which had been established in the railroad industry by the award of

Arbitration Board No. 254, June 3, 1960, and the recommendations of Emergency Board No. 130, issued June 5, 1960.

Other issues presented by the organizations consisted of a request for a rule establishing a fixed consist of crews upon the various vessels operated; a scope rule allocating to each position classification the work historically performed by it; a rule providing for notice of the abolishment of positions graduated from 5 to 60 days depending upon the length of service; and a rule providing for separation pay based upon length of service. These demands pertain to stability of employment and separation pay.

The carriers' counter-proposals to these requests proposed the elimination of any requirement for the use of any specific class or grade of marine employees and to give the management the unrestricted right to determine when and if marine employees should be used.

The Board rejected the organizations' request for a fixed consist of crews and recommended that the unions and carriers agree upon a procedure to insure adequate advance notice of elimination of positions for job classifications to permit an opportunity for both sides to confer and review the proposed action. The Board also recommended that the parties agree upon an appeal procedure to resolve disputes arising from job eliminations and that a severance pay procedure for employees whose employment with the carrier have been terminated should be negotiated by the parties.

Other miscellaneous demands pertaining to crossing picket lines and harbor differential pay were proposed by the organizations. The Board recommended that these requests should be withdrawn.

The specific recommendations of the Emergency Board were as follows:

1. Wages and Welfare.

(a) Incorporate the cost-of-living increases accumulated to July 1, 1960, into the base rates.

(b) Increase base rates 2 percent effective July 1, 1960, less the 2 cents per hour cost-of-living increase received by employees effective November 1, 1960.

(c) Eliminate the cost-of-living escalator provision.

(d) Provide a moratorium on further wage increases until November 1, 1961.

(e) Effective March 1, 1961, accord to these employees the improvements in Travelers Insurance Company Policy GA 23,000 provided by the agreement of August 19, 1960.

(f) Other demands by the parties should be withdrawn.

2. Holiday Pay.

(a) Modify the eligibility requirements to provide holiday pay for extra men with 60 days' seniority who worked a majority of the work days in the preceding 30 days and who were available for work on the day before and the day after the holiday.

(b) Other demands should be withdrawn.

3. Vacations.

(a) Provide for 2 weeks' vacation after 3 years.

(b) Modify the eligibility requirements in accordance with the provisions of the agreement of August 19, 1960.

4. Stability of Employment and Separation Pay.

(a) Provide for a 60-day notice to the Organization and the employees involved before the elimination of a position or classification of work becomes effective, during which period the parties shall meet to discuss the action, and to provide further for handling protests of such action through the grievance procedure and by the New York Harbor Marine Board of Adjustment under criteria to be agreed upon.

(b) Provide for a 72-hour notice to employees to be laid off when operations are curtailed or eliminated as in the layup of a tugboat.

(c) The parties should elect whether to continue to negotiate severance pay agreements in appropriate situations on a case-by-case basis, or to negotiate a fixed provision applicable to future situations.

(d) The Organizations requesting license requirements on diesel-powered vessels should present a program that assures an available future supply of suitable licensed personnel. If and when this is done the proposals should be adopted.

(e) The applicable representation certifications by the National Mediation Board should be included in the respective agreements in lieu of the demand for a scope rule.

(f) Other demands by the Organizations should be withdrawn.

5. The demand for a provision that employees shall not be required to cross or work behind a picket line should be withdrawn.

6. The demand for equalization of captain's rates of pay with those paid in the Philadelphia harbor should be withdrawn.

EMERGENCY BOARD NO. 134 (Case No. A-6352).—*Certain carriers represented by the New York Harbor Carriers' Conference Committee and employees represented by Lighter Captains' Union, Local 996, International Longshoremen's Association*

The Emergency Board created under the President's Executive Order, dated January 12, 1961, was composed of James T. O'Connell, Washington, D.C., Chairman; Harold M. Gilden, Chicago, Ill.; and David R. Douglass, Oklahoma City, Okla.

Hearings commenced January 25, 1961, New York City, N.Y.

In the course of the Board's proceedings the parties twice entered into stipulations in which they agreed that the time limit within which the Board must make its report could be extended. The President approved these extensions.

The issues involved in this dispute pertain to a request by the organization to increase the basic daily wage from \$18.69 to \$25. In addition the organization requested all of the increase which nonoperating railway employees obtained by virtue of incorporating the 17 cents per hour rise in the cost-of-living adjustment into their rates of pay in their August 19, 1960 agreement, plus an additional 20 cents per day, increased travel time payments, a cost-of-living escalator clause, and a penalty payment of 13 hours at time and one-half rate if required to report for service before 8 a.m. Certain other requests pertaining to time limit on claims and grievances, notification regarding suspension or abolishment of positions, changes in the vacation agreement, increased number of holidays, improved insurance benefits, and other miscellaneous requests were sought by the organization.

The carrier had advanced proposals seeking basic relief concerning the assignment rule, changes concerning use of men for work performed outside of their assigned hours of duty, abolishment of certain practices regarding overtime work and a reduction in the number of paid holidays.

The Board, in discussing the organization's proposal to incorporate the 17 cents per hour increase based on the cost-of-living adjustment nonoperating employees agreement, pointed out that in the 1956-57 negotiation the nonoperating employees continued in existence a cost-of-living escalator clause. On the basis of this clause the nonoperating employees from the date of that agreement until its revision August 19, 1960, obtained cost-of-living increases totaling 17 cents. However, the organization of Lighter Captains in their 1957 agreement cancelled the escalator clause and agreed to wage adjustments

totaling 5½ cents in lieu thereof. In regard to this issue the Board stated:

In essence, their current demand is that they should at least maintain the wage relationship they had with nonoperating employees prior to the wage effects which these particular provisions have had during the life of the current contracts. The Board has given much time and thought to this argument but concludes that such a finding on their part is not required in equity. The pre-existing wage relationship between the two groups was destroyed by the voluntary agreements of the 1956-57 period. It cannot and should not be restored through recommendation by this Board although there is no bar to its being an item of negotiation between the parties in future collective bargaining.

The detailed recommendations of the Board were as follows:

A. Basic Economic Issues

1. No increase in wages to equalize 17 cents received by Non-Ops through incorporation of cost-of-living increases.
2. Abandonment of cost-of-living escalator clause.
3. Increase of 5 cents per hour in basic wage to conform to Non-Op pattern.
4. Effective date of wage changes to be July 1, 1960.
5. Retention of seven holidays with pay. Modification of eligibility to conform to Non-Op pattern.
6. Withdrawal of demand for sick leave pay.
7. Improvement and extension of health and welfare plans, including life insurance to conform to Non-Op contract. Withdrawal of demands beyond this. (Tentative agreement to this effect executed February 28, 1961.)
8. Withdrawal of claim for pay for jury duty.
9. Improvement of vacation provisions to conform to Non-Op pattern.

B. Local Economic Issues

1. Increase in wage differentials for operating vessels using mechanical equipment.
2. No change in 48-hour notice on discontinuance or suspension of position.
3. No change in travel time allowances.
4. No change in practice on "20 cents per day" allowance.

C.

1. The parties should work out a rule covering work outside of regularly assigned daytime hours, which rule will provide pay at time and one-half for duration of actual work performance—with a minimum guaranty of 2 hours 40 minutes.
2. The parties should seek consideration by the Presidential Railroad Commission or the Marine adjunct thereto of their controversy on job assignment to vessels and the possibility of job elimination caused thereby and should defer negotiations on this issue pending the receipt of guidelines from such a public body.
3. The parties should defer negotiation or severance arrangements so that they can be considered in relation to the settlement by the parties of the issue outlined in C 2 above.

D. Miscellaneous

1. No change in existing provisions setting time limits during procedures on claims and grievances.

EMERGENCY BOARD NO. 135 (Case A-6245).—*Pan American World Airways, Inc., and Flight Engineers' International Association, PAA Chapter*

The Emergency Board created under the President's Executive Order No. 10919, dated February 17, 1961, was composed of G. Allan Dash, Philadelphia, Pa., Chairman; Arthur Stark, New York, N.Y.; and Edward A. Lynch, Pottsville, Pa.

The Board convened in New York, N.Y., April 24, 1961, and continued hearings until June 8, 1961. The time limit within which the Board was required to submit its report was extended by agreement

of the parties and approval of the President. The report to the President was issued June 20, 1961.

This dispute began March 8, 1960, when the Association served notice upon the carrier in accordance with the provisions of the Railway Labor Act of its intent to reopen the current agreement between the parties. Subsequently, on April 20, 1960, the Association proposed a substantial number of modifications and additions to the existing agreement. On May 5, 1960, the carrier served notice on the organization of its desire to revise certain sections of the agreement. Direct negotiations did not result in agreement and the case was docketed May 31, 1960, by the National Mediation Board.

On October 1, 1960, flight engineers refused to accept flight duty. On October 2, 1960, an understanding between the parties was reached and the flight engineers returned to work without disciplinary or recriminatory actions or penalties and without a lawsuit, grievance or other proceedings being filed against the Association.

Negotiations under the auspices of the Board continued until January 9, 1961, when the parties were urged to submit their differences to arbitration. The carrier conditionally agreed to arbitration. The organization declined to arbitrate the issues.

Shortly after the President issued Executive Order 10919 on February 17, 1961, creating this emergency board, the flight engineers on Pan American World Airways together with those of six other airlines refused flight assignments. This work stoppage was initiated, in the words of Secretary of Labor Goldberg, by "the stated fear of the men involved that the decision of the National Mediation Board in File No. C-2946, involving United Air Lines, jeopardizes their jobs with other carriers which they are striking, and their union's bargaining rights and status." This stoppage was terminated a few days after the President issued Executive Order 10922 setting up a Presidential Commission. More specific information regarding this Presidential Commission is contained elsewhere in this report.

The Board in its report to the President did not make recommendations for a final resolution of certain issues in this dispute. The Board stated:

The dilemma of this Board—and of the Parties—now becomes apparent. PAA is in no position to offer significant concessions (assuming it might otherwise do so) on major hours and wages proposals of the FEIA until it has knowledge of the outcome of the Commission's proceedings (including possible individual carrier negotiations to "implement" agreed-upon general principles): Although the Commission's recommendations, ultimately, are expected to lead to reduced flight crews and substantial savings, the short-run transition period may well require costly adjustments in severance pay, training, and other provisions.

This Board has no crystal ball, either. We find it impossible to fashion sensible recommendations on many of the FEIA's key demands, since the positions of the Parties may be drastically altered following the completion of the Commission's work. Were we to make suggestions in these areas, it is our belief that they would prove ineffectual and meaningless—an exercise in futility.

Moreover, recommendations from this Board on matters related directly or indirectly to the Commission's current endeavors might do more harm than good. Certainly, if an "industry" approach is the order of the day, then PAA and its Engineers, both of whom are important parts of the "industry," should not be prompted to make decisions which might diminish the possibility of success in the broader arena.

The Board did recommend that the parties negotiate a provisional agreement covering certain issues including seniority, recall and transfer procedures, promotions, travel expenses, physical standards,

discipline, furlough pay and other pay provisions. Specific recommendations in regard to these items were included in the Board's report.

Open items, which the Board recommended be held in abeyance for later negotiations pending the outcome of the Presidential Commission's work included severance pay, training provisions and the like.

EMERGENCY BOARD NO. 136 (Cases A-6176 and A-6343).—*Northwest Airlines, Inc. and International Association of Machinists.*

The Emergency Board created under the President's Executive Order dated February 24, 1961, was composed of Paul N. Guthrie, Chapel Hill, N.C., Chairman; Paul D. Hanlon, Portland, Ore., and Benjamin Aaron, Santa Monica, Calif.

Hearings commenced at St. Paul, Minn. on March 6, 1961. The President, on two occasions, extended the time limit within which the Board was to make its report, the last extension being to May 24, 1961, the date on which the report and recommendations were submitted to the President.

The issues considered by this Board arose out of National Mediation Board Cases A-6176 and A-6343. Case A-6176 involved a notice served by the carrier February 9, 1960, upon the organization as representative of the flight engineers requesting that rates of pay for flight engineers serving on turbojet aircraft (DC-8) be negotiated.

The Company planned to introduce DC-8 aircraft into its scheduled service in July 1960. However, negotiations between the carrier and the International Association of Machinists in regard to rates of pay for flight engineers on this craft did not result in an agreement. As a result introduction of the DC-8 was delayed for a period of time. Finally in the latter part of July 1960, the Company entered into an agreement with the Air Line Pilots Association, International that the DC-8 would carry a crew of Captain, Co-pilot and Second Officer from the Pilot's rank. In addition the Company assigned a Flight Engineer from the International Association of Machinists' ranks, thus making a crew of four in the cockpit. The DC-8's were operated with this crew complement until October 11, 1960. On that date because the parties had been unable to reach agreement upon the rate of pay for flight engineers on the DC-8's, the IAM flight engineers refused to continue flying this type aircraft. The result was that DC-8's were taken out of scheduled service by the Company. However, propeller aircraft continued in regular service.

Concurrent with the issue involving the rates of pay for DC-8 operation, both the carrier and the organization carried on negotiations arising out of separate notices served by the parties upon each other May 31, 1960, for certain changes in the basic agreement between the parties.

Nine proposed changes were submitted by the carrier while the union proposed fifty-six changes in the agreement. Upon failure to settle the issues arising out of the notices of May 31, 1960, the services of the National Mediation Board were requested and the dispute was docketed as Case A-6343 by that Board. Subsequent to the grounding of the DC-8's as noted above, the Company on or about November 18, 1960, began to train its pilots for flight engineer certificates for assignment on the DC-8 aircraft.

On December 24, 1960, the Company announced that on December 31, 1960, the DC-8's would be returned to service with a flight crew consisting of a pilot, co-pilot and a flight engineer (second officers) from the pilots' ranks. Thus, the DC-8 flights were to be resumed without a flight engineer from the IAM organization. On January 9, 1961, the IAM withdrew the flight engineers from service on all the carrier's aircraft. The result of this action was to close down all the flight operations of the Company except for a limited number of DC-8 flights.

The transportation crisis thus created was aggravated on February 17, 1961, by a walkout by members of the FEIA on seven of the Nation's air carriers.

The President then, on February 24, 1961, issued the Executive Order creating this Emergency Board. Following that date the strike ended and the service was gradually resumed.

The Board, in its report, made a number of recommendations on a wide range of issues. The Board found that the basic issue in this dispute pertained to the qualifications and requirements for crew members performing flight engineer duties on turbojet aircraft. As a basic premise, the Board concluded that all turbojet aircraft operated by Northwest should be manned by an operationally oriented crew of three men. The occupant of the third seat should be required to possess a flight engineer's certificate and a commercial pilot's certificate with instrument rating. Employees holding an A & P license would be given special preference in bidding for the third seat. A formula establishing the order of preference was recommended by the Board.

The Board rejected the organization's request that all training programs must be approved by the union prior to classes being held as well as the organization's request that the company should provide training on all new equipment and yearly refresher training.

The Board recommended that the following scale of top rates for flight engineers with eight or more years of service be established. (Consistent with present practice, these rates include 25 hours of operational duty pay, and are calculated on the basis of 80 hours, one-half day, one-half night, for domestic service) :

DC-6B-----	\$1, 008. 23
DC-7C-----	1, 132. 31
L-188-----	1, 192. 15
DC-8-----	1, 430. 58
B-720-----	1, 363. 35

Other recommendations made by the Board concerned meal allowances, vacations, probationary period layoff notice, severance pay, and union security.

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 27-year period 1935-61. During the last fiscal year 2 additional new agreements were filed with the Board, 1 in the railroad and 1 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 1093 revisions and supplements to the agreements previously filed with the Board.

2. NOTICES REGARDING CONTRACTS OF EMPLOYMENT

Section 2, eighth, of the Railway Labor Act, as amended June 21, 1934, reads as follows:

Eighth. Every carrier shall notify its employees by printed notices in such form and posted at such times and places as shall be specified by the Mediation Board that all disputes between the carrier and its employees will be handled in accordance with the requirements of this Act, and in such notices there shall be printed verbatim, in large type, the third, fourth, and fifth paragraphs of this section. The provisions of said paragraphs are hereby 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 express or implied agreements between them.

Order No. 1 was issued August 14, 1934, by the Board requiring that notices regarding the Railway Labor Act 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 em-

ployees. 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. Sample copies of these posters, which may be reproduced as required, 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 1961, the Board was called upon to interpret the terms of 10 mediation agreements which added to the 3 requests on hand at the beginning of the fiscal year made a total of 13 under consideration. At the conclusion of the fiscal year 8 requests had been disposed of while 5 were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 89 cases under the provisions of section 5, second, of the Railway Labor Act as compared to a total of 3,589 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 representing, chosen, and compensated 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 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 27 years the Adjustment Board has been in existence, it has received a total of 56,411 cases, and has disposed of 50,443. At the close of the fiscal year 1961, the Board had on hand 5,968 unadjusted cases, which was an increase of 11 over those on hand at the close of the previous year. Reference to table 9 in this report shows that a total of 1,126 cases were disposed of during the fiscal year 1961 by decision, and that 733 were withdrawn. New cases received during fiscal year 1961 numbered 1,870 compared with 1,799 in fiscal 1960.

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 adjustments 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 the Board created 55 new special boards of adjustment. Approximately 2,539 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. Al-

though 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. J. Klatte
Warren S. Lane
Geo. S. MacSwan
Raymond McElroy
J. Earl Newlin
Michael J. O'Connell
C. Robert Roadley
Wallace G. Rupp
Tedford E. Schoonover
Frank K. Switzer
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, 1964.
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 1961. Allotments were made for three activities; obligations for which were as follows in fiscal 1961: Mediation \$576,671; Voluntary arbitration and emergency boards, \$336,320; Adjustment of railroad grievances, \$599,956.

Accounting of all moneys appropriated by Congress for the fiscal year 1961, 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, 231, 497
Travel and transportation of persons.....	163, 915
Rent, communications and utilities.....	42, 610
Printing	37, 683
Other services.....	12, 247
Supplies and materials.....	8, 668
Equipment	16, 327
 Total	 1, 512, 947
Unobligated balance.....	91, 053
 Appropriation	 1, 604, 000

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

HICKS, D. H., *Chairman*

MILLER, D. A., *Vice Chairman*

<p>BARNES, C. R. BLAKE, R. W. BORDWELL, H. V. BURTNESS, H. W. CARLISLE, J. E.¹ CARROLL, R. A. CARTER, P. C. CASTLE, W. H. CONWAY, C. A. DUGAN, D. S.² EUKER, W. F.³ FERN, B. W. GOODLIN, C. E. HAGERMAN, H. K. HAINES, J. B. HINKS, J. K. HORSLEY, E. T.</p>	<p>HUMPHREYS, P. R.⁴ JONES, W. B.⁵ KEALEY, C. W. KOHLER, H. C.⁶ LOSEY, T. E. MEYERS, W. R. MULLEN, J. F. ORNDORFF, GERALD REESER, H. J. RYAN, W. J. STRUNCK, T. F.⁷ TAHNEY, J. P. WACHOWIAK, R. H. WHITEHOUSE, J. W. WIESNER, E. W. WOLFE, J. R. ZINK, J. B.</p>
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*Supplemental Board*⁸

<p>ALTUS, W. W. BLACK, R. E. DEROSSETT, R. A. GOEBEL, F. J. HACK, R. H.</p>	<p>HARPER, H. J. KIEF, CHARLES NAYLOR, G. L. SAYERS, O. B. WILLEMIN, J. M.</p>
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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.

¹ Replaced G. H. Dugan, retired.

² Replaced J. E. Kemp on Third Division, who retired.

³ Replaced H. K. Hagerman on Fourth Division, who was assigned to Second Division.

⁴ Replaced P. C. Carter on Second Division, who was assigned to Third Division, Vice C. P. Dugan, retired.

⁵ Replaced M. E. Somerlott.

⁶ Replaced Roger Sarchet.

⁷ Replaced D. S. Dugan, who was assigned to Third Division.

⁸ Third Division, commenced operations June 1, 1961.

Accounting for all moneys appropriated by Congress for the fiscal year 1961, 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----- \$649, 550

Expenditures:

Salaries of employees-----	\$322, 145
Salaries of referees-----	158, 494
Travel expenses (including referees)-----	24, 479
Transportation of things-----	68
Communication services-----	10, 517
Rents-----	1, 815
Printing and reproduction-----	27, 448
Other contractual services-----	9, 751
Supplies and materials-----	5, 852
Equipment-----	15, 307
Contribution to retirement fund-----	20, 771
Taxes and assessments-----	3, 309

Total expenditures----- 599, 956

Unexpended balance----- 49, 594

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

Name	Title	Salary paid	Duties
Howard, Leland-----	Administrative officer	\$11, 564.48	Subject to direction of Board, administers its governmental affairs.
Dillon, Mary E-----	Secretary	6, 524.40	Secretarial, accounting, and auditing.
Larson, George-----	Clerk	4, 757.04	Clerical.

FIRST DIVISION

MacLeod, John M-----	Executive secretary	\$10, 297.92	Administration of affairs of division and subject to its direction.
Killeen, Eugene A-----	Assistant executive secretary.	6, 536.64	Assists executive secretary.
Ellwanger, D. M-----	Secretary (confidential assistant).	6, 392.24	Secretarial, stenographic, and clerical.
Smith, Margaret J-----	do	6, 524.40	Do.
Fostof, Evelyn F-----	do	6, 234.08	Do.
Smith, Joan M-----	do	6, 378.24	Do.
Roudebush, Ethel A-----	do	6, 208.32	Do.
Williams, Margaret M-----	do	6, 201.92	Do.
Bathurst, Pauline E-----	do	5, 823.52	Do.
Morgan, Ruth B-----	do	5, 797.92	Do.
Benard, Yolanda D-----	do	5, 413.60	Do.
Hawat, Helen S-----	do	4, 334.40	Do.
LeBeau, Nancy E-----	Secretary (administrative assistant).	5, 708.16	Do.
Dolan, Avis A-----	Clerical assistant.	5, 090.56	Clerical.
Pett, Lawrence H-----	Clerk	4, 181.04	Do.
Stump, Terrence P-----	do	2, 244.40	Do.
Fisher, Doris-----	Secretary (administrative assistant).	1, 868.06	Secretarial, stenographic, and clerical.
Schroeter, Marie A-----	Secretary (confidential assistant).	1, 115.04	Do.

REFEREES

Daugherty, Carroll R.: 19 days at \$75 per day-----	\$1, 425.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
100 days at \$100 per day-----	10, 000.00	
Murphy, Francis B., 49½ days at \$100 per day-----	4, 950.00	Do.
Royse, Wilbur A., 10 days at \$75 per day-----	750.00	Do.
Sembower, John F., 15 days at \$75 per day-----	1, 125.00	Do.
Sempliner, Arthur W.: 24¼ days at \$75 per day-----	1, 818.75	Do.
107½ days at \$100 per day-----	10, 750.00	Do.

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

SECOND DIVISION

Name	Title	Salary paid	Duties
Sassaman, H. J.....	Executive secretary...	\$10,297.92	Administration of affairs of division and subject to its direction.
Glenn, Allise N.....	Secretary (confidential assistant).	3,262.20	Secretarial, stenographic, and clerical.
Goble, Agatha E.....	do.....	6,515.44	Do.
Lindberg, R. L.....	do.....	6,524.40	Do.
Morrison, M. E.....	do.....	6,524.40	Do.
Shaughnessy, M. V.....	do.....	6,524.40	Do.
Vought, Marcella R.....	do.....	6,392.24	Do.
Williams, Dorothy M.....	do.....	6,524.40	Do.
Crow, Muriel G.....	do.....	6,705.66	Do.
Sturman, Alta M.....	do.....	501.82	Do.
Fountaine, D. T.....	Secretary (administrative assistant).	6,298.68	Do.
Thomas, Cecelia G.....	Secretary (confidential assistant).	6,378.24	Do.
Bulls, Eugenia.....	do.....	2,780.48	Do.
Sabine, L. M.....	do.....	908.16	Do.
Powell, Betty A.....	do.....	4,261.16	Do.
Powers, Jeff.....	Administrative assistant.	4,981.52	Clerical.
Brasch, Rosemarie.....	Clerk-typist.....	1,716.00	Typing and clerical.
Hines, Emma R.....	do.....	546.00	Do.

REFEREES

Bailer, Lloyd H.: 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.
36¼ days at \$100 per day.....	-----	3,675.00	
Carey, James P., Jr.: 13 days at \$75 per day.....	-----	975.00	Do.
36½ days at \$100 per day.....	-----	3,650.00	Do.
Doyle, William, 16¼ days at \$100 per day.....	-----	1,675.00	Do.
Johnson, Howard A., 133½ days at \$100 per day.....	-----	13,350.00	Do.
Mitchell, Richard F., 35¼ days at \$88.30 per day.....	-----	3,156.71	Do.
Stone, Mortimer: 12¼ days at \$75 per day.....	-----	937.50	Do.
75½ days at \$100 per day.....	-----	7,550.00	Do.
Watrous, Wilmer, 79 days at \$100 per day.....	-----	7,900.00	Do.

THIRD DIVISION

Schultz, S. H.....	Executive secretary...	\$9,042.08	Administration of affairs of division and subject to its direction.
Anderson, L. C.....	Secretary (confidential assistant.)	6,392.24	Secretarial, stenographic, and clerical.
Balskey, C. V.....	do.....	6,392.24	Do.
Glenn, Allise N.....	do.....	3,262.20	Do.
Frey, Catherine E.....	do.....	6,378.24	Do.
Johnson, Carol A.....	do.....	6,378.24	Do.
Smith, Lois E.....	do.....	6,378.24	Do.
Swanson, Ronald A.....	do.....	6,221.28	Do.
Vorphal, Joan A.....	do.....	5,932.96	Do.
Bulls, Eugenia.....	do.....	2,780.48	Do.
LaChance, K. V.....	do.....	5,484.00	Do.
Cech, Delores J.....	do.....	4,850.40	Do.
Targett, M. F.....	do.....	907.28	Do.
Paulos, Angelo W.....	Administrative assistant.	4,924.08	Clerical.
Zornow, V. A.....	Clerk-stenographer.....	4,536.80	Stenographic and clerical.
Smith, K. M.....	do.....	4,154.48	Do.
Czerwonka, V. C.....	Clerk-typist.....	84.00	Typing and clerical.

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

REFEREES

Name	Title	Salary paid	Duties
Bailer, Lloyd H., 18½ days at \$100 per day.		\$1, 850. 00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Begley, Thomas C., 45¼ days at \$100 per day.		4, 525. 00	Do.
Bernstein, Merton C.: 27 days at \$75 per day		2, 025. 00	Do.
6½ days at \$100 per day		650. 00	Do.
Crowther, Oliver, 66 days at \$100 per day.		6, 600. 00	Do.
Elkouri, Frank: 41 days at \$75 per day		3, 075. 00	Do.
23¾ days at \$100 per day		2, 387. 50	Do.
Fleming, Joseph E., 71½ days at \$100 per day.		7, 150. 00	Do.
Grady, William E., Jr., 3½ days at \$75 per day.		262. 50	Do.
Guthrie, Paul N., 3 days at \$100 per day.		300. 00	Do.
Hornbeck, Roscoe G., 4½ days at \$75 per day.		337. 50	Do.
Johnson, Howard A.: 8¼ days at \$75 per day		656. 25	Do.
34½ days at \$100 per day		3, 450. 00	Do.
Ladriere, Raymond E., 97 days at \$100 per day.		9, 700. 00	Do.
Larkin, John Day, 42¼ days at \$100 per day.		4, 225. 00	Do.
McMahon, Donald F.: 11½ days at \$75 per day		862. 50	Do.
98½ days at \$100 per day		9, 850. 00	Do.
Murphy, Francis B., 7 days at \$100 per day.		700. 00	Do.
Rader, LeRoy A., 3¼ days at \$100 per day.		325. 00	Do.
Rose, Martin L.: 8 days at \$75 per day		600. 00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
48 days at \$100 per day		4, 800. 00	
Schedler, Carl E., 7¼ days at \$100 per day.		775. 00	Do.
Webster, Charles W., 23½ days at \$100 per day.		2, 350. 00	Do.
Weston, Harold M., 60¼ days at \$100 per day.		6, 025. 00	Do.

THIRD DIVISION SUPPLEMENTAL BOARD

Baer, Claire M.	Secretary	\$309. 60	Secretarial, stenographic, and clerical.
Berman, Golda K.	do	103. 20	Do.
Carley, Yvonne M.	do	247. 68	Do.
Erickson, Lois H.	do	309. 60	Do.
Harding, Edna L.	do	309. 60	Do.
Hoffman, Joan E.	do	309. 60	Do.
Singler, Midred W.	do	309. 60	Do.
Sullivan, Josephine.	do	206. 40	Do.
Williams, Margaret A.	do	309. 60	Do.

FOURTH DIVISION

Pope, Patrick V.	Executive secretary	\$9, 375. 84	Administration of affairs of division and subject to its direction.
Humfreville, M. L.	Secretary (administrative assistant).	6, 524. 40	Secretarial, stenographic, and clerical.
Zimmerman, R. H.	Secretary (Confidential assistant).	6, 524. 40	Do.
Adams, Henrietta V.	do	6, 392. 24	Do.

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

REFEREES

Name	Title	Salary paid	Duties
Burch, R. Dean, 41½ days at \$100 per day.	-----	\$4,150.00	Sat with division to make awards, upon failure of division to agree or secure majority vote. Do.
Gray, Walter L., 35 days at \$100 per day.	-----	3,500.00	
Murray, James A.: 18¾ days at \$75 per day.....	-----	\$1,406.25	Sat with division to make awards, upon failure of division to agree or secure majority vote.
8½ days at \$100 per day.....	-----	850.00	
Weston, Harold M.: 16¾ days at \$75 per day.....	-----	1,218.75	Do.
1¼ days at \$100 per day.....	-----	125.00	

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

39 South LaSalle Street, Chicago 3, Ill.

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1960-61

E. T. HORSLEY, Chairman

DON A. MILLER, Vice Chairman

H. V. BORDWELL

J. K. HINKS

H. W. BURTNESS

C. W. KEALEY

GEORGE H. DUGAN¹

W. R. MEYERS

J. E. CARLISLE²

H. J. REESER

B. W. FERN

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 group 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.

Cases docketed fiscal year 1960-61; classified according to carrier party to submission

<i>Name of carrier</i>	<i>Number of cases docketed</i>	<i>Name of carrier</i>	<i>Number of cases docketed</i>
Abilene & Southern.....	2	Chicago & Western Indiana....	1
Akron, Canton & Youngstown..	1	Chicago, Burlington & Quincy..	1
Alabama Great Southern.....	6	Chicago Great Western.....	10
Alabama, Tennessee & Northern..	3	Chicago, Milwaukee, St. Paul	
Apache Railroad.....	1	& Pacific.....	35
Atchison, Topeka & Santa Fe....	9	Chicago, Rock Island & Pacific..	21
Atlanta & West Point, Western		Cincinnati, New Orleans &	
Railway of Alabama.....	1	Texas Pacific.....	4
Atlantic Coast Line.....	33	Colorado & Southern.....	3
Baltimore & Ohio.....	16	Columbia, Newberg & Laurens..	2
Belt Railway of Chicago.....	15	Delaware & Hudson.....	21
Birmingham Southern.....	7	Denver & Rio Grande Western..	34
Canadian Pacific.....	3	Detroit, Toledo & Ironton.....	1
Central of Georgia.....	2	Duluth, Missabe & Iron Range..	3
Central Vermont.....	2	Duluth, Winnipeg & Pacific....	6
Chesapeake & Ohio.....	54	Elgin, Joliet & Eastern.....	20
Chicago & Eastern Illinois.....	1	Erie.....	9
Chicago & Illinois Midland.....	11	Erie-Lackawanna.....	1
Chicago & North Western.....	4	Florida East Coast.....	6

¹ Resigned October 31, 1960.

² Succeeded George H. Dugan, November 1, 1960.

Cases docketed fiscal year 1960-61; classified according to carrier party to submission—Continued

<i>Name of carrier</i>	<i>Number of cases docketed</i>	<i>Name of carrier</i>	<i>Number of cases docketed</i>
Fort Dodge, Des Moines & Southern	1	Northern Pacific Terminal of Oregon	6
Fort Worth & Denver	6	Pacific Electric	4
Georgia	2	Patapsco & Back Rivers	3
Georgia Southern & Florida	1	Pennsylvania	1
Grand Trunk Western	2	Port Terminal Railroad Association (Houston)	1
Great Northern	2	Reading	7
Green Bay & Western	4	Richmond, Fredericksburg & Potomac	12
Gulf, Colorado & Santa Fe	1	Rutland Railway Corporation	2
Gulf, Mobile & Ohio	9	Sacramento Northern	6
Illinois Central	8	St. Johns River Terminal	1
Indiana Harbor Belt	1	St. Louis-San Francisco	51
Jacksonville Terminal	1	St. Louis Southwestern	1
Joint Texas Division (CRI&P—FtW&D)	1	Savannah & Atlanta	1
Kansas City Southern	5	Seaboard Air Line	12
Kentucky & Indiana Terminal	3	South Buffalo	1
Lake Erie, Franklin & Clarion	1	Southern Pacific-Pacific Lines	58
Lake Superior Terminal & Transfer	1	Southern Pacific-T & L	4
Louisiana & Arkansas	2	Southern	30
Louisville & Nashville	7	Spokane International	1
Macon Terminal	1	Spokane, Portland & Seattle	3
Maine Central	2	Texas & New Orleans	6
Memphis Union Station	2	Texas & Pacific	43
Minneapolis & St. Louis	3	Texas Pacific-Missouri Pacific Terminal—New Orleans	2
Minnesota, Dakota & Western	1	Union Pacific	21
Minneapolis, St. Paul & Sault Ste. Marie	14	Union Railroad—Pittsburgh	5
Missouri Pacific	2	Union Terminal—Dallas	1
Newburgh & South Shore	2	Weatherford, Mineral Wells & Northwestern	2
New Orleans & Northeastern	6	Wabash	5
New Orleans Terminal	1	Washington Terminal	10
New York Central	20	Western Maryland	19
New York, Chicago & St. Louis	24	Western Pacific	8
Norfolk & Western	5		
Norfolk Southern	4		
Northern Pacific	2	Total	823

Cases docketed fiscal year 1960-61; classified according to organization party to submission

<i>Name of organization</i>	<i>Number of cases docketed</i>	<i>Name of organization</i>	<i>Number of cases docketed</i>
Conductors	72	Engineers—Switchmen	1
Conductors—Trainmen	1	Firemen	188
Engineers	113	Individual	6
Engineers—Firemen	28	IARE	1
Engineers — Firemen — Conductors—Trainmen	2	Switchmen	85
Engineers — Firemen — Switchmen	1	Trainmen	323
Engineers — Firemen — Trainmen	1	USWA	1
		Total	823

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

MEMBERSHIP

D. H. HICKS, *Chairman*¹
E. W. WIESNER, *Vice Chairman*

R. W. BLAKE	W. B. JONES ³
C. E. GOODLIN	T. E. LOSEY
H. K. HAGERMAN	T. F. STRUNCK ⁴
P. R. HUMPHREYS ²	J. B. ZINK

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.

Carriers party to cases docketed

Atchison, Topeka & Santa Fe Ry. Co.....	17
Atlantic Coast Line RR. Co.....	3
Baltimore & Annapolis RR. Co., The.....	1
Baltimore & Ohio RR. Co.....	4
Boston & Maine RR.....	2
Central of Georgia Ry. Co.....	2
Central RR. Co. of New Jersey, The.....	1
Chesapeake & Ohio Ry. Co.....	5
Chicago, Illinois Midland Ry. Co.....	1
Chicago & Northwestern Ry. Co.....	1
Chicago, Burlington & Quincy RR. Co.....	6
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	5
Chicago River & Indiana RR. Co.....	1
Chicago, Rock Island & Pacific RR. Co.....	10
Cleveland, Cincinnati, Chicago & St. Louis Ry.....	1
Clinchfield RR. Co.....	2
Colorado & Southern Ry. Co., The.....	1
Delaware & Hudson RR. Corp.....	2
Denver & Rio Grande Western RR. Co., The.....	1
Duluth, Winnipeg & Pacific Ry. Co.....	2
Florida East Coast Ry. Co.....	2
Grand Trunk Western RR. Co.....	1
Great Northern Ry. Co.....	10
Gulf, Mobile & Ohio RR. Co.....	2
Harbor Belt Line RR. Co.....	1
Hudson & Manhattan RR. Co.....	1
Illinois Central RR. Co.....	7
Illinois Terminal RR. Co.....	2
Indiana Harbor Belt RR. Co.....	3

¹ Mr. David H. Hicks was elected Chairman Second Division for remainder of fiscal year to fill vacancy in Chairmanship created by transfer of Mr. D. S. Dugan to the Third Division of the Board.

² Mr. Paul R. Humphreys was appointed, effective January 1, 1961, to succeed Mr. Paul C. Carter.

³ Mr. William B. Jones was appointed, effective March 16, 1961, to succeed Mr. M. E. Somerlott.

⁴ Mr. Thomas F. Strunck was appointed, effective February 1, 1961, to succeed Mr. D. S. Dugan.

Carriers party to cases docketed—Continued

Kansas City Terminal Ry. Co.	2
Kentucky & Indiana Terminal R.R. Co.	1
Lehigh Valley R.R. Co.	2
Louisville & Nashville R.R. Co.	3
McCloud River R.R. Co.	1
Milwaukee-Kansas City Southern Joint Agency	1
Missouri-Kansas-Texas Lines	1
Missouri Pacific R.R. Co.	19
New York Central System	4
New York, Chicago & St. Louis R.R. Co.	3
New York, New Haven & Hartford R.R. Co.	10
Norfolk & Western Ry. Co.	3
Northern Pacific Ry. Co.	3
Pennsylvania R.R. Co.	3
Pennsylvania-Reading Seashore Lines	1
Pittsburgh & Lake Erie R.R. Co.	18
Pullman Co., The	4
Reading Co., The	2
Richmond, Fredericksburg & Potomac R.R. Co.	1
St. Louis-San Francisco Ry. Co.	1
St. Louis Southwestern Ry. Co.	8
Seaboard Air Line R.R. Co.	2
Southern Pacific Co. (Pacific Lines)	8
Southern Pacific Lines in Texas and Louisiana (Texas & New Orleans R.R. Co.)	2
Southern Ry. Co.	6
Spokane, Portland & Seattle Ry. Co.	1
Texas Mexican Ry. Co., The	1
Toledo Lake Front Dock & Terminal Co.	1
Union Pacific R.R. Co.	4
Union Terminal Co.	1
Wabash R.R. Co.	2
Total	216

Organizations, etc., party to cases docketed

Federated Trades	3
Brotherhood Railway Carmen of America	84
International Brotherhood of Electrical Workers	33
International Association of Machinists	33
International Brotherhood of Firemen, Oilers, Helpers Roundhouse and Railway Shop Laborers	8
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	18
Sheet Metal Workers' International Association	9
Transport Workers Union of America—Railroad Division	16
Individually Submitted Cases, etc	10
Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America	1
International Brotherhood of Electrical Workers—Local Union No. 8	1
Total	216

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

R. A. CARROLL, *Chairman*
J. B. HAINES, *Vice Chairman*
C. R. BARNES
P. C. CARTER
W. H. CASTLE
C. P. DUGAN¹

D. S. DUGAN
J. E. KEMP²
H. C. KOHLER
J. F. MULLEN
GERALD ORNDORFF
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).

Carriers party to cases docketed

	Number of cases		Number of cases
Akron, Canton & Youngstown----	2	Detroit, Toledo & Ironton-----	2
Alton and Southern-----	6	Donora Southern-----	5
Arkansas & Memphis Ry. Bridge and Terminal Co.-----	1	Duluth, Missabe & Iron Range--	2
Atchison, Topeka & Santa Fe----	19	Elgin, Joliet & Eastern-----	3
Atlanta & West Point-----	1	Erie-----	13
Atlanta Joint Terminals-----	2	Florida East Coast-----	4
Atlantic & Danville-----	2	Fort Worth & Denver-----	1
Atlantic Coast Line-----	3	Galveston, Houston & Hender- son-----	2
Baltimore & Ohio-----	5	Georgia, Southern & Florida-----	2
Belt Railway of Chicago-----	6	Grand Trunk Western-----	1
Boston & Albany-----	1	Great Northern-----	6
Boston & Maine-----	6	Gulf, Colorado & Santa Fe-----	6
Butte, Anaconda & Pacific-----	1	Gulf, Mobile & Ohio-----	14
Central of Georgia-----	5	Houston Belt & Terminal-----	2
Central Railroad Co. of New Jersey-----	1	Hudson & Manhattan-----	14
Chesapeake & Ohio-----	16	Illinois Central-----	22
Chicago & Eastern Illinois-----	5	Illinois Northern-----	1
Chicago & Illinois Midland-----	6	Indiana Harbor Belt-----	1
Chicago & North Western-----	7	Jacksonville Terminal Co.-----	1
Chicago & Western Indiana-----	5	Kansas City Southern-----	2
Chicago, Burlington & Quincy--	7	Kansas City Terminal-----	2
Chicago Great Western-----	5	Kansas, Oklahoma & Gulf-----	2
Chicago, Milwaukee, St. Paul & Pacific-----	18	Lake Superior & Ishpeming-----	1
Chicago, Rock Island & Pacific--	22	Lake Superior Terminal & Trans- fer-----	2
Chicago, St. Paul, Minneapolis & Omaha-----	5	Lehigh & New England-----	7
Cincinnati Union Terminal-----	1	Lehigh Valley-----	6
Cleveland, Cincinnati, Chicago & St. Louis-----	1	Long Island-----	3
Clinchfield-----	3	Los Angeles Union Passenger Terminal-----	1
Colorado & Southern-----	2	Louisiana & Arkansas-----	1
Delaware & Hudson-----	5	Louisville & Nashville-----	29
Delaware, Lackawanna & West- ern-----	2	Midland Continental-----	2
Denver & Rio Grande Western--	11	Minneapolis, Northfield & South- ern-----	7
Des Moines Union-----	1	Minneapolis, St. Paul & Sault Ste. Marie-----	7
		Missouri-Kansas-Texas-----	9

² D. S. Dugan replaced J. E. Kemp (Retired), January 1, 1961.

¹ P. C. Carter replaced C. P. Dugan (Retired), January 1, 1961.

Carriers party to cases docketed—Continued

	<i>Number of cases</i>		<i>Number of cases</i>
Missouri Pacific.....	17	St. Louis-San Francisco.....	13
Monongahela	6	St. Louis Southwestern.....	6
New Orleans & Northeastern.....	2	Savannah & Atlanta.....	1
New Orleans Public Belt.....	1	Savannah Union Station.....	1
New Orleans Union Passenger Terminal	1	Seaboard Air Line.....	8
New York Central.....	26	Southern.....	21
New York, Chicago & St. Louis..	14	Southern Pacific (Pacific Lines)	54
New York, New Haven & Hart- ford	2	Southern Pacific (Texas & Lou- isiana)	3
New York, Susquehanna & West- ern	1	Spokane, Portland & Seattle....	1
Norfolk Southern.....	8	Tennessee Central.....	4
Norfolk & Western.....	6	Terminal Railroad of St. Louis..	4
Northern Pacific.....	1	Texas & Pacific.....	5
Northwestern Pacific.....	1	Toledo Terminal.....	1
Pacific Electric.....	6	Union Pacific.....	13
Panhandle & Santa Fe.....	4	Union Railroad Co. (Mem- phis)	17
Pennsylvania	70	Union Depot Co.....	1
Pennsylvania - Reading Sea- shore	1	Union Terminal Co.....	1
Pittsburgh & West Virginia.....	2	Wabash.....	7
Pullman	23	Western Maryland.....	4
Railway Express Agency.....	2	Western Pacific.....	7
Reading	5		
Rutland	1	Total	732

Organizations party to cases docketed

American Train Dispatchers Association.....	10
American Railway Supervisors Association.....	1
Brotherhood of Maintenance of Way Employees.....	107
Brotherhood of Railroad Signalmen.....	157
Brotherhood of Railroad Trainmen.....	6
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.....	199
Brotherhood of Sleeping Car Porters.....	13
Joint Council of Dining Car Employees.....	12
The Order of Railroad Telegraphers.....	195
Order of Railway Conductors & Brakemen (Pullman System).....	17
United Transport Service Employees of America.....	1
Transport Workers Union of America.....	5
Miscellaneous Class of Employees.....	9
Total	732

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

C. A. CONWAY, *Chairman*

R. H. WACHOWIAK, *Vice Chairman*

W. F. EUKER¹

J. P. TAHNEY

H. K. HAGERMAN

J. R. WOLFE

W. J. RYAN

P. V. POPE, *Executive Secretary*

JURISDICTION

Fourth Division: To have jurisdiction over disputes involving employees of carrier directly or indirectly engaged in transportation of passengers or property by water, and all other employees of carriers over which jurisdiction is not

¹ Appointed effective October 1, 1960, to replace H. K. Hagerman.

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).

Carriers party to cases docketed

Atchison, Topeka & Santa Fe Ry. Co.....	14
Baltimore & Ohio RR. Co.....	2
Boston & Maine RR.....	5
Bush Terminal RR. Co.....	1
Chesapeake & Ohio Ry. Co.....	2
Chicago, Burlington & Quincy RR. Co.....	4
Chicago & Eastern Illinois RR.....	1
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	5
Chicago & Western Indiana RR. Co.....	1
Cincinnati, New Orleans & Texas Pacific Ry.....	1
Davenport, Rock Island & North Western Ry.....	1
Erie-Lackawanna RR. Co.....	1
Florida East Coast Ry.....	1
Grand Trunk Western RR. Co.....	4
Houston Belt & Terminal Ry. Co.....	1
Illinois Central RR. Co.....	3
Indiana Harbor Belt RR.....	2
Lehigh Valley RR Co.....	6
Long Island Rail Road Co.....	2
Louisville & Nashville RR. Co.....	1
Minnesota Transfer Ry.....	2
Missouri-Kansas-Texas RR. Co.; Missouri-Kansas-Texas RR. Co. of Texas	2
Missouri Pacific RR. Co.....	4
New York Central RR. Co.....	6
New York, Chicago & St. Louis RR. Co.....	3
Northern Pacific Ry.....	1
Pennsylvania RR. Co.....	5
Port Terminal RR. Association.....	1
Reading Co.....	1
St. Louis-San Francisco Ry. Co.....	5
Southern Pacific Co. (Pacific Lines).....	4
Southern Ry. Co.....	2
Terminal RR. Association of St. Louis.....	1
Texas & Pacific Ry. Co.....	1
Union Pacific RR.....	2
Total	98

Organizations—Employes party to cases docketed

American Railway Supervisors Association, The.....	13
Brotherhood of Railroad Trainmen.....	7
Lighter Captains Union Local 996, ILA.....	1
Miscellaneous Classes of Employes.....	5
Railroad Marine Union.....	1
Railroad Yardmasters of America.....	56
Railroad Yardmasters of North America, Inc.....	2
Railway Employees Department.....	2
Railway Patrolmen's International Union.....	6
Switchmen's Union of North America.....	1
Transport Workers Union of America.....	3
United Transport Service Employees.....	1
Total.....	98

APPENDIX B

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1961

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
David R. Douglass.....	Oklahoma City, Okla.....	July 18, 1960	354	58	Wabash Railroad Co. and Brotherhood of Locomotive Firemen & Enginemen.
H. Raymond Cluster.....	Baltimore, Md.....	July 19, 1960	352	1	Hudson & Manhattan RR. Co. and Brotherhood of Railroad Trainmen.
Francis J. Robertson.....	Washington, D.C.....	July 20, 1960	340	(*)	The Delaware, Lackawanna & Western RR. Co. and Switchmen's Union of North America.
David R. Douglass.....	Oklahoma City, Okla.....	Aug. 5, 1960	360	(*)	Great Northern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Saul Wallen.....	Boston, Mass.....	Aug. 15, 1960	322	2	Bangor & Aroostook RR. Co. and Brotherhood of Railroad Trainmen.
Edward A. Lynch.....	Pottsville, Pa.....	Aug. 26, 1960	362	1	The Pennsylvania RR. Co. and the Brotherhood of Locomotive Firemen & Enginemen.
David R. Douglass.....	Oklahoma City, Okla.....	Sept. 15, 1960	364	39	Western Maryland Ry. Co. and Brotherhood of Railroad Trainmen.
Marion Beatty.....	Topeka, Kans.....	Oct. 6, 1960	368	1	Union Pacific RR. Co. and Brotherhood of Railway & Steamship Clerks.
H. Raymond Cluster.....	Baltimore, Md.....	Oct. 18, 1960	370	1	Eastern, Western & Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Firemen & Enginemen.
Carroll R. Daugherty.....	Evanston, Ill.....	Oct. 21, 1960	371	16	Chicago & Northwestern Ry. Co. and Brotherhood of Railroad Signalmen.
Emmett Ferguson.....	Lafayette, Ind.....	Oct. 27, 1960	359	(*)	Galveston, Houston & Henderson RR. and Brotherhood of Railroad Trainmen.
Mortimer Stone.....	Denver, Colo.....	do.....	357	2	Monon RR. and Order of Railway Conductors & Brakemen.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Oct. 28, 1960	372	(*)	Georgia Ry. Co. and Brotherhood of Locomotive Engineers.
Hubert Wyckoff.....	Watsonville, Calif.....	Oct. 31, 1960	100	9	St. Louis Southwestern Ry. Co. and Brotherhood of Railroad Trainmen & Order of Railroad Telegraphers.
Mortimer Stone.....	Denver, Colo.....	Nov. 14, 1960	377	4	Eastern, Western & Southeastern Carriers' Conference Committees and Order of Railway Conductors & Brakemen.
Merton C. Bernstein.....	New Haven, Conn.....	Nov. 16, 1960	380	(*)	Participating Carriers' Committee and Participating Organizations' Committee.
Harold M. Gilden.....	Chicago, Ill.....	Nov. 17, 1960	216	(*)	Great Northern Ry. Co. and Switchmen's Union of North America.
Mortimer Stone.....	Denver, Colo.....	Nov. 18, 1960	350	8	Wabash RR. Co. and Brotherhood of Railway & Steamship Clerks.
H. Raymond Cluster.....	Baltimore, Md.....	Nov. 21, 1960	383	15	Chicago, Burlington & Quincy RR. Co. and Brotherhood of Railroad Trainmen.
Do.....	do.....	Dec. 7, 1960	369	4	Claims Committee, Art. VI and Brotherhood of Locomotive Firemen & Enginemen.
Francis J. Robertson.....	Washington, D.C.....	Dec. 9, 1960	374	(*)	The Pennsylvania RR. Co. and Brotherhood of Railway & Steamship Clerks.
Thomas C. Begley.....	Cleveland, Ohio.....	Dec. 12, 1960	366	11	Texas & New Orleans RR. Co., Brotherhood of Maintenance of Way Employes.
William H. Coburn.....	Washington, D.C.....	do.....	373	17	Steelton & Highspire RR. Co. and Brotherhood of Locomotive Firemen & Enginemen and Brotherhood of Railroad Trainmen.
Raymond H. Cluster.....	Baltimore, Md.....	Dec. 19, 1960	365	29	Chicago & Eastern Illinois Railroad Company and Brotherhood of Railroad Trainmen.

Mortimer Stone.....	Denver, Colo.....	do.....	386	65	The Reading Co. and Brotherhood of Locomotive Firemen & Enginemen.
Edward A. Lynch.....	Pottsville, Pa.....	Dec. 22, 1960	378	(*)	Monongahela Connecting RR. Co. and Brotherhood of Railroad Trainmen.
Do.....	do.....	do.....	376	(*)	Do.
Do.....	do.....	Dec. 23, 1960	382	1	Do.
William H. Coburn.....	Washington, D.C.....	Jan. 4, 1961	363	(*)	Norfolk Southern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Sidney A. Wolff.....	New York, N.Y.....	Jan. 5, 1961	384	(*)	Boston & Maine RR. and Brotherhood of Locomotive Firemen & Enginemen.
David R. Douglass.....	Oklahoma City, Okla.....	Jan. 9, 1961	385	58	Missouri Pacific RR. (Western and Southern Districts) and Brotherhood of Locomotive Firemen & Enginemen.
Francis J. Robertson.....	Washington, D.C.....	Jan. 11, 1961	361	(*)	Union Pacific RR. and Brotherhood of Railroad Trainmen.
A. Langley Coffey.....	Tulsa, Okla.....	Jan. 31, 1961	390	71	Carriers represented by "Disputes Committee" and Brotherhood of Locomotive Firemen & Enginemen and Switchmen's Union of North America.
Arthur W. Sempliner.....	Grosse Point, Mich.....	Feb. 10, 1961	391	52	Denver & Rio Grande Western RR. Co. and Switchmen's Union of North America.
A. Langley Coffey.....	Tulsa, Okla.....	Feb. 14, 1961	392	8	Illinois Terminal RR. and Brotherhood of Railroad Trainmen.
J. Glenn Donaldson.....	Denver, Colo.....	Feb. 15, 1961	387	11	New York Central RR. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Feb. 28, 1961	388	22	Wabash RR. Co. and Brotherhood of Railroad Trainmen.
Dudley E. Whiting.....	Detroit, Mich.....	Mar. 3, 1961	394	(*)	Birmingham Southern RR. Co. and United Steelworkers of America.
David R. Douglass.....	Oklahoma City, Okla.....	Mar. 9, 1961	397	(*)	St. Louis Southwestern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Dudley E. Whiting.....	Detroit, Mich.....	Mar. 14, 1961	399	(*)	Birmingham Southern RR. Co. and United Steelworkers of America.
Hubert Wyckoff.....	Watsonville, Calif.....	Mar. 15, 1961	381	5	Pacific Electric Ry. Co. and Brotherhood of Railroad Trainmen.
Mortimer Stone.....	Denver, Colo.....	Mar. 16, 1961	341	9	Missouri Pacific RR. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Lloyd H. Bailer.....	New York, N.Y.....	Mar. 17, 1961	398	(*)	New York, New Haven & Hartford RR. Co. and Brotherhood of Railroad Trainmen.
Augustus Hart.....	Sarasota, Fla.....	Mar. 20, 1961	393	(*)	New York Central RR. Co., Pittsburgh & Lake Erie RR. Co. and Order of Railway Conductors & Brakemen.
Emmett Ferguson.....	Lafayette, Ind.....	Mar. 24, 1961	148	(*)	Kansas City Southern Ry. Co., Chicago, Milwaukee, St. Paul & Pacific Ry. Co. and the Milwaukee affiliated employees of Milwaukee-Kansas City Southern Joint Agency and the Brotherhood of Railroad Trainmen.
J. Glenn Donaldson.....	Denver, Colo.....	Mar. 28, 1961	396	(*)	Chicago, Milwaukee, St. Paul & Pacific RR.—Kansas City Southern Ry. and Brotherhood of Railroad Trainmen.
William H. Coburn.....	Washington, D.C.....	Mar. 30, 1961	402	5	Philadelphia, Bethlehem & New England RR. Co. and Brotherhood of Locomotive Firemen & Enginemen and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Mar. 31, 1961	400	(*)	Elgin, Joliet & Eastern Ry. Co. and Brotherhood of Railroad Trainmen.
Lloyd H. Bailer.....	New York, N.Y.....	Apr. 3, 1961	403	(*)	New York Central RR. and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen and Brotherhood of Railroad Trainmen.
A. Langley Coffey.....	Tulsa, Okla.....	Apr. 11, 1961	404	(*)	New York Central RR. and Brotherhood of Railroad Trainmen.
Do.....	do.....	Apr. 12, 1961	389	(*)	Union Pacific RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.

*Not available.

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1961—Continued

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Edward A. Lynch.....	Pottsville, Pa.....	Apr. 17, 1961	374	(*)	The Pennsylvania RR. Co. and Brotherhood of Railway & Steamship Clerks.
Mortimer Stone.....	Denver, Colo.....	Apr. 24, 1961	407	8	The Monongahela Connecting RR. Co. and the Brotherhood of Locomotive Firemen & Enginemen.
Do.....	do.....	Apr. 28, 1961	361	(*)	Union Pacific RR. Co. and Brotherhood of Railroad Trainmen.
Do.....	do.....	May 3, 1961	379	(*)	Atchison, Topeka & Santa Fe Ry. Co. and Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen.
H. Raymond Cluster.....	Baltimore, Md.....	May 4, 1961	299	16	Baltimore & Ohio RR. Co. and Brotherhood of Locomotive Engineers.
Hubert Wyckoff.....	Watsonville, Calif.....	May 5, 1961	406	(*)	New York Central Railroad and Brotherhood of Railroad Trainmen.
Paul H. Sanders.....	Nashville, Tenn.....	May 10, 1961	338	(*)	Union Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Thomas C. Begley.....	Cleveland, Ohio.....	May 11, 1961	410	(*)	Union Pacific RR. Co. and Order of Railway Conductors & Brakemen.
David R. Douglass.....	Oklahoma City, Okla.....	May 12, 1961	401	(*)	Union Pacific RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
A. Langley Coffey.....	Tulsa, Okla.....	May 17, 1961	405	5	Eastern, Western and Southeastern railroads and Brotherhood of Railroad Trainmen.
Kieran P. O'Gallagher.....	Chicago, Ill.....	May 19, 1961	312	(*)	Chicago & North Western Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
William H. Coburn.....	Washington, D.C.....	May 23, 1961	411	(*)	Baltimore & Ohio RR. Co. and Baltimore & Ohio Chicago Terminal Railroad Co., The Staten Island Rapid Transit Ry. Co. and Brotherhood of Railroad Trainmen.
Carroll R. Daugherty.....	Evanston, Ill.....	June 5, 1961	413	(*)	Chicago, Milwaukee, St. Paul & Pacific RR. Co. and Order of Railway Conductors & Brakemen and Brotherhood of Railroad Trainmen.
Dudley E. Whiting.....	Detroit, Mich.....	June 12, 1961	414	(*)	The River Terminal Ry. Co. and Brotherhood of Railroad Trainmen.
Emmett Ferguson.....	Lafayette, Ind.....	June 27, 1961	100	9	St. Louis Southwestern Ry. Co. and Brotherhood of Railroad Trainmen.

Referees appointed—System Board of Adjustment (Airline) fiscal year 1961

Name	Residence	Date of appointment	Parties
Morrison Handsaker.....	Easton, Pa.....	July 5, 1960	Pan American World Airways, Inc. and Transport Workers Union of America, AFL-CIO.
Livingston Smith.....	Dallas, Tex.....	do.....	Central Airlines and International Association of Machinists.
Do.....	do.....	do.....	Branniff Airways, Intl. and International Association of Machinists.
Paul N. Guthrie.....	Chapel Hill, N.C.....	July 6, 1960	National Airlines, Inc. and International Association of Machinists.
Dwyer W. Shugrue.....	New York City, N.Y.....	July 7, 1960	American Airlines and Transport Workers Union of America, AFL-CIO.

John A. Weeks.....	Minneapolis, Minn.....	July 11, 1960	Northwest Airlines, Inc. and Air Line Dispatchers Association.
Livingston Smith.....	Dallas, Tex.....	Aug. 10, 1960	Trans World Airlines, Inc. and Air Line Stewards & Stewardesses Association.
John A. Weeks.....	Minneapolis, Minn.....	do.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Paul H. Sanders.....	Nashville, Tenn.....	Aug. 11, 1960	American Airlines and Transport Workers Union of America, AFL-CIO.
Frank Elkouri.....	Washington, D.C.....	Aug. 12, 1960	National Airlines, Inc. and International Association of Machinists.
Roscoe G. Hornbeck.....	London, Ohio.....	Sept. 9, 1960	Do.....
Do.....	do.....	do.....	Do.....
Do.....	do.....	do.....	Do.....
Do.....	do.....	do.....	Do.....
Paul N. Guthrie.....	Chapel Hill, N.C.....	do.....	Caribbean Atlantic Airlines, Inc. and Air Line Pilots Association, Intl.
Do.....	do.....	Oct. 4, 1960	Branniff Airways and International Association of Machinists.
George D. Bonebrake.....	Deerfield Beach, Fla.....	Oct. 19, 1960	National Airlines, Inc. and International Association of Machinists.
Harold L. Sebring.....	St. Petersburg, Fla.....	Oct. 20, 1960	Do.....
Livingston Smith.....	Dallas, Tex.....	do.....	Do.....
John A. Weeks.....	Minneapolis, Minn.....	Oct. 21, 1960	Northwest Airlines, Inc. and International Association of Machinists.
Sidney L. Cahn.....	New York, N.Y.....	Nov. 9, 1960	Trans Caribbean Airways, Inc. and Transport Workers Union.
Albert Epstein.....	do.....	Nov. 21, 1960	Pan American World Airways, Inc. and Transport Workers Union of America.
Harry Abrahams.....	Chicago, Ill.....	Nov. 22, 1960	Chicago Helicopter Airways and Transport Workers Union of America.
Mortimer Stone.....	Denver, Colo.....	Dec. 5, 1960	Central Airlines, Inc. and Air Line Pilots Association, Intl.
D. E. LaBelle.....	Minneapolis, Minn.....	Dec. 22, 1960	Northwest Airlines, Inc. and Brotherhood of Railway and Steamship Clerks.
William E. Doyle.....	Denver, Colo.....	Jan. 6, 1961	Frontier Airlines, Inc., and Air Line Pilots Association, Intl.
Wesley Miller.....	Tahlequah, Okla.....	Feb. 17, 1961	Trans World Airlines, Inc., and International Association of Machinists.
Arthur Stark.....	New York, N.Y.....	do.....	Air France and International Association of Machinists.
Albert L. McDermott.....	Washington, D.C.....	Mar. 1, 1961	Argentine Airlines and Air Line Stewards and Stewardesses Association.
Do.....	do.....	do.....	American Airlines and Air Line Stewards and Stewardesses Association.
George D. Bonebrake.....	Deerfield Beach, Fla.....	Mar. 7, 1961	Riddle Airlines, Inc., and Air Line Pilots Association, Intl.
Saul Wallen.....	Boston, Mass.....	Apr. 5, 1961	Pan American World Airways, Inc., and Air Line Pilots Association, Intl.
Sidney A. Wolff.....	New York, N.Y.....	Apr. 19, 1961	Seaboard & Western Airlines and Transport Workers Union of America, AFL-CIO.
Munro Roberts.....	St. Louis, Mo.....	Apr. 25, 1961	Branniff Airways and Air Line Pilots Association, Intl.
Eli Rock.....	Philadelphia, Pa.....	Apr. 27, 1961	American Airlines, Inc., and Transport Workers Union of America, AFL-CIO.
Joseph L. Miller.....	Washington, D.C.....	do.....	Do.....
John J. Gilhoolley.....	New York, N.Y.....	May 18, 1961	Pan American World Airways, Inc., and Airline Dispatchers.
Leo C. Brown.....	St. Louis, Mo.....	do.....	Trans World Airlines, Inc., and Air Line Stewards & Stewardesses Association, Intl.
George D. Bonebrake.....	Deerfield Beach, Fla.....	May 23, 1961	Riddle Airlines and Air Line Employees Association.
John F. Sembower.....	Chicago, Ill.....	May 26, 1961	Chicago Helicopter Airways, Inc. and The Transport Workers Union of America, AFL-CIO.
Harold Sebring.....	St. Petersburg, Fla.....	do.....	Pan American World Airways, Inc. and Transport Workers Union of America.
Sidney A. Wolff.....	New York, N.Y.....	June 6, 1961	Pan American World Airways, Inc. and International Brotherhood of Teamsters.
Phillip G. Sheridan.....	Everett, Wash.....	June 9, 1961	Alaska Airlines and Air Line Pilots Association, Intl.
Daniel A. Lynch.....	New York, N.Y.....	June 12, 1961	Pan American World Airways, Inc. and Airline Dispatchers.
John J. Kehoe.....	Miami, Fla.....	June 19, 1961	Pan American World Airways, Inc. and Transport Workers Union of America, AFL-CIO.
John F. Sembower.....	Chicago, Ill.....	June 21, 1961	American Airlines, Inc. and Air Line Pilots Association, Intl.

Referees appointed—System Board of Adjustment (Railroad) Fiscal year 1961

Martin Rose.....	New York, N.Y.....	Dec. 22, 1960	Pennsylvania Railroad and United Railroad Workers Div. Transport Workers Union of America, AFL-CIO.
Edward A. Lynch.....	Pottsville, Pa.....	Feb. 15, 1961	Pennsylvania Railroad and Railroad Food Workers Union.
Joseph Shister.....	Buffalo, N.Y.....	May 26, 1961	Pennsylvania Railroad and Brotherhood of Railway Shop Craft Supervisors (Maintenance of Equipment, Gang Foreman).

Arbitrators appointed—Arbitration boards, fiscal year 1961

RAILROADS

Name	Residence	Date of appointment	Arbitration and case No.	Parties
Thomas C. Begley.....	Cleveland, Ohio.....	Aug. 12, 1960	Arb. 260; Case A-5987.....	New York, Chicago & St. Louis R.R. Co. and Brotherhood of Maintenance of Way Employees.
Carl R. Schedler.....	Washington, D.C.....do.....	Arb. 261; Case A-5987.....	The Atlanta & West Point R.R. Co., the Western Ry. of Alabama, Georgia R.R. and Brotherhood of Maintenance of Way Employees.
Carroll R. Daugherty.....	Evanston, Ill.....	Sept. 6, 1960	Arb. 259; Case A-6147.....	Chicago, South Shore & South Bend R.R. Co. and Brotherhood of Railroad Trainmen.
Thomas C. Begley.....	Cleveland, Ohio.....	Oct. 26, 1960	Arb. 258; Case A-6148.....	Cornwall R.R. Co., Patapsco & Back Rivers R.R. Co., Philadelphia, Bethlehem & New England R.R. Co., Steelton & Highspire R.R. Co. and Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen & Enginemen.
Francis J. Robertson.....	Washington, D.C.....	Mar. 23, 1961	Arb. 262; Case A-5949.....	The Pennsylvania R.R. Co. and Transport Workers Union of America, AFL-CIO.

AIRLINES

Nate P. Feinsinger.....	Washington, D.C.....	May 19, 1961	Arb. 263; Case A-6387.....	National Airlines and International Association of Machinists.
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Arbitrators appointed pursuant to union shop agreements, fiscal year 1961

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
R. Dean Burch.....	Tucson, Ariz.....	Aug. 16, 1960	Missouri Pacific Ry. Co.....	Nonoperating Employees' Organizations including the Brotherhood of Railway & Steamship Clerks, Freight Handlers, & Station Employees.	Alex Tate.
Do.....	do.....	Aug. 18, 1960	Atchison, Topeka & Santa Fe Ry. Co.	Brotherhood of Maintenance of Way Employees.	R. B. Valenzuela.
Saul Wallen.....	Boston, Mass.....	Sept. 15, 1960	Boston & Maine RR.....	Brotherhood of Railway & Steamship Clerks.	George A. Hutchins.
George D. Bonebrake.....	Deerfield Beach, Fla.....	Oct. 3, 1960	Eastern Air Lines, Inc.....	International Association of Machinists.	J. E. Powell.
David H. Stowe.....	Washington, D.C.....	Dec. 5, 1960	do.....	do.	Do.
Albert L. McDermott.....	do.....	Feb. 16, 1961	Pennsylvania RR Co.....	Transport Workers Union of America, AFL-CIO.	C. G. Frelan, B. J. Seeger, and C. B. Crosby.
George S. Ives.....	do.....	Feb. 28, 1961	The Chesapeake & Ohio Ry. Co....	The Order of Railroad Telegraphers...	D. R. Scott.
Benjamin C. Roberts.....	New York, N.Y.....	Mar. 2, 1961	Pan American World Airways.....	Brotherhood of Railway & Steamship Clerks.	Mary F. McLeod.
Livingston Smith.....	Dallas, Tex.....	Apr. 5, 1961	Texas Pacific-Missouri Pacific Terminal RR. of New Orleans.	Brotherhood of Railroad Trainmen and Switchmen's Union of North America.	W. B. Ivy.
Edward A. Lynch.....	Pottsville, Pa.....	Apr. 18, 1961	The Pennsylvania RR. Co.....	Railroad Food Workers Union.....	Carrall West, Horace Bowman, and A.C. Brown.
Emmett Ferguson.....	Lafayette, Ind.....	June 23, 1961	Tennessee Central RR. Co.....	The Order of Railroad Telegraphers...	Ralph R. Brent.

APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935–61

Status of cases	27-year period 1935–61	Fiscal year 1961	Fiscal year 1960	5-year period 1955–59 (average)	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	233	216	202	136	172	126	151
New cases docketed.....	10,081	313	309	413	415	463	381	219
Total cases on hand and received.....	10,177	546	525	615	551	635	507	370
Cases disposed of.....	9,929	298	292	401	403	496	347	220
Cases pending and unsettled at end of period.....	248	248	233	214	148	139	160	150
Representation cases								
Cases pending and unsettled at beginning of period.....	24	16	12	22	34	50	34	43
New cases docketed.....	3,474	67	63	100	136	176	149	108
Total cases on hand and received.....	3,498	83	75	122	170	226	183	151
Cases disposed of.....	3,476	61	59	102	137	186	139	107
Cases pending and unsettled at end of period.....	22	22	16	20	33	40	44	44
Mediation cases								
Cases pending and unsettled at beginning of period.....	72	214	199	173	102	122	91	108
New cases docketed.....	6,513	236	241	304	276	286	230	110
Total cases on hand and received.....	6,585	450	440	477	378	408	321	218
Cases disposed of.....	6,364	229	226	290	264	309	206	112
Cases pending and unsettled at end of period.....	221	221	214	187	114	99	115	106

	Interpretation cases							
	0	3	5	6	0	0	1	0
Cases pending and unsettled at beginning of period.....	94	10	5	9	3	1	2	1
New cases docketed.....								
Total cases on hand and received.....	94	13	10	15	3	1	3	1
Cases disposed of.....	89	8	7	8	2	1	2	1
Cases pending and unsettled at end of period.....	5	5	3	7	1	0	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1961

	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 Railroads	Miscellaneous carriers			Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line
Total.....	229	113	15		35	9	5	177	52		2	43	34	127	16	7	
Mediation agreement.....	127	63	12		16	1	4	96	31		2	27	23	63	6	6	
Arbitration agreement.....	1							1				1					
Withdrawn after mediation.....	22	14	2		2			18	4			3	2	14	2	1	
Withdrawn before mediation.....	20	8			4	3		15	5			4	3	11	2		
Refusal to arbitrate by:																	
Carrier.....	3	3						3						3			
Employees.....	31	14			10			24	7			4	3	20	4		
Both.....	5	3				1		4	1				1	4			
Dismissal.....	20	8	1		3	3	1	16	4			4	2	12	2		

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1961

	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.....		31	32	3,349	2,957	30	36	8,607	6,695
Disposition:									
Certification based on election.....	51	28	29	3,340	2,935	23	27	7,885	6,527
Certification bases on authorizations.....	5	2	2	9	9	3	3	76	56
Withdrawn after investigation.....	0	0	0	0	0	0	0	0	0
Withdrawn before investigation.....	1	0	0	0	0	1	1	8	0
Dismissal.....	4	1	1	9	0	3	5	638	112
Total all cases.....	61		68	11,956	9,652				

TABLE 4.—Number of cases disposed of by major groups of employees fiscal year 1961

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	298	61	229	8
Railroad, total.....	215	31	177	7
Combined groups, railroad.....	7	0	7	0
Train, engine and yard service.....	117	5	107	5
Mechanical foremen.....	3	3	0	0
Maintenance of equipment.....	5	1	3	1
Clerical, office, station, and storehouse.....	16	1	15	0
Yardmasters.....	6	5	1	0
Maintenance-of-way and signal.....	8	2	6	0
Subordinate officials in maintenance-of-way.....	0	0	0	0
Agents, telegraphers, and towermen.....	10	0	10	0
Train dispatchers.....	1	0	1	0
Technical engineers, architects, draftsmen, etc.....	2	2	0	0
Dining-car employees, train and pullman porters.....	7	3	4	0
Patrolmen and special officers.....	2	1	0	1
Marine service.....	16	4	12	0
Miscellaneous railroad.....	15	4	11	0
Airline, total.....	83	30	52	1
Combined airline.....	4	3	0	1
Mechanics.....	10	2	8	0
Radio and teletype operators.....	9	6	3	0
Clerical, office, stores, fleet and passenger service.....	8	2	6	0
Stewards, stewardesses, and flight pursers.....	16	12	4	0
Pilots.....	14	1	13	0
Dispatchers.....	4	1	3	0
Mechanical foremen.....	0	0	0	0
Meteorologists.....	0	0	0	0
Flight engineers.....	7	0	7	0
Miscellaneous airline.....	11	3	8	0

TABLE 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1961

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	61	68	11, 956	100
Railroad, total.....	31	32	3, 349	28
Train service.....	1	2	74	(1)
Engine service.....	0	0	0	0
Yard service.....	4	4	811	7
Mechanical foremen.....	3	3	80	(1)
Maintenance of equipment.....	1	1	43	(1)
Clerical, office, station, storehouse.....	1	1	26	(1)
Yardmasters.....	5	5	787	7
Maintenance-of-way and signal.....	2	2	56	(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.....	2	2	282	2
Dining car employees, train and pullman porters.....	3	3	731	6
Patrolmen and special officers.....	1	1	66	(1)
Marine service.....	4	4	162	1
Combined groups, railroad.....	0	0	0	0
Miscellaneous railroad.....	4	4	231	2
Airline, total.....	30	36	8, 607	72
Mechanics.....	2	2	13	(1)
Flight navigators.....	0	0	0	0
Clerical, office, stores, fleet and passenger service.....	2	2	151	1
Stewards, stewardesses and pursers.....	12	12	2, 548	21
Stocks and stores.....	0	0	0	0
Pilots.....	1	1	2, 143	18
Flight engineers.....	0	0	0	0
Marine employees.....	1	1	4	(1)
Combined groups, airline.....	3	9	2, 478	21
Dispatchers.....	1	1	14	(1)
Commissary.....	0	0	0	0
Radio operators and teletype.....	6	6	1, 166	10
Miscellaneous airline.....	2	2	90	(1)

¹ Less than 1 percent.

TABLE 6.—Number of crafts or classes certified and employees involved in representation cases by types of results, fiscal year 1961

	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.....	5	171	2				5	171
Proved authorizations.....	1	8	(¹)				1	8
Representation changed:								
Elections.....	16	1,869	18				16	1,869
Proved authorizations.....	0	0	0				0	0
Representation unchanged:								
Elections.....	8	1,301	12				8	1,301
Proved authorizations.....	0	0	0				0	0
Total railroads.....	30	3,349	32				30	3,349
AIRLINES								
Representation acquired:								
Elections.....	3	94	(¹)	0	0	0	3	94
Proved authorizations.....	3	76	(¹)				3	76
Representation changed:								
Elections.....	17	5,802	55	4	805	100	21	6,607
Proved authorizations.....	0	0	0				0	0
Representation unchanged:								
Elections.....	2	1,184	11				2	1,184
Proved authorizations.....	0	0	0				0	0
Total airlines.....	25	7,156	68	4	805	100	29	7,961
Total combined railroad and airline.....	55	10,505	100	4	805	100	59	11,310

¹ Less than 1 percent.

Strikes in the railroad and airline industries, July 1, 1960, to June 30, 1961

Case No.	Carrier	Union	Craft or class	Number of employees	Date work stoppage	Date work resumed	Days duration	Issues	Disposition
A-6151, 6214	Continental Air Lines, Inc.	FEIA.....	Flight engineers.....	39	June 30, 1960	Oct. 11, 1960	103	Crew complement.....	Direct.
E-213	Long Island Rail Road Co.	BRT.....	Trainmen.....	1,350	July 10, 1960	Aug. 4, 1960	25	Work rules.....	MA.
A-6121	Monongahela Connecting Railroad Co.	BRT.....	do.....	300	Aug. 10, 1960	Aug. 12, 1960	3	Wages and rules.....	Direct.
A-5996, 6199	Union Railroad Co.	USA.....	Mechanics.....	1,400	Aug. 18, 1960	Sept. 8, 1960	22	do.....	MA.
E-225	Union Railroad Co.	BRT.....	Trainmen.....	1,500	Sept. 2, 1960	Sept. 17, 1960	16	do.....	MA.
A-6260	McKeesport Conn. R.R.	BRT.....	do.....	1,500	Sept. 3, 1960	Sept. 17, 1960	15	do.....	MA.
A-6261	Lake Terminal R.R.				Sept. 3, 1960	Sept. 17, 1960	15	do.....	MA.
A-6262	Newburg & South Shore R.R.				Sept. 4, 1960	Sept. 17, 1960	14	do.....	MA.
A-6263	Donora Southern R.R.				Sept. 3, 1960	Sept. 17, 1960	15	do.....	MA.
A-5949	Pennsylvania Railroad Co.	TWU, RED	Shop crafts.....	25,000	Sept. 1, 1960	Sept. 12, 1960	12	Work rules.....	MA.
A-6213	Grand Trunk Western Railroad Co.	BRT.....	Brakemen, yardmen.....	6,000	Sept. 1, 1960	Sept. 19, 1960	10	Rules.....	MA.
C-3041	Rutland Railway Corp.	BLE, BLF&E, ORC&B, BRT.	Operating employees.....	400	Sept. 16, 1960	Oct. 26, 1960	41	Rules dispute.....	Injunction.
A-6204	Braniff International Airways.	BRC.....	Clerks.....	2,400	Sept. 26, 1960	Oct. 6, 1960	10	Wages and rules.....	MA.
A-6141	South Buffalo Railway Co.	BLF&E.....	Firemen.....	500	Sept. 29, 1960	Oct. 6, 1960	8	do.....	MA.
A-6176, 6343	Northwest Orient Airlines, Inc.	BRT.....	Switchmen.....					do.....	E.B. 136.
A-6217	New York Harbor Carriers.	IAM.....	Flight engineers.....	600	Oct. 11, 1960	Feb. 24, 1961	137	do.....	MA.
None	Pan American World	SIU, IOMMP, MEBA.	Tug boat operators.....	660	Jan. 10, 1961	Jan. 23, 1961	14	do.....	MA.
	American Airlines							do.....	MA.
	Trans World Airlines							do.....	MA.
	Western Air Lines							do.....	MA.
	Eastern Air Lines							do.....	MA.
A-6387	National Airlines	FEIA.....	Flight engineers.....	3,000	Feb. 17, 1961	Feb. 23, 1961	7	Crew complement.....	Presidential commission.
	Flying Tiger Lines							do.....	MA.
A-6387	National Airlines, Inc.	IAM.....	Mechanics.....	1,100	May 2, 1961	May 7, 1961	6	Wages and rules.....	Arbitration.

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 1935–61

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pulman	Miscellaneous railroad carriers	Air carriers
1961	5,220	3,131	772	767	164	14	87	285
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:								
1961	5,126	3,076	768	749	160	14	86	273
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	2,940	2,254	347	334		5		
Other organizations:								
1961	94	55	4	18	4		1	12
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 1935–61, inclusive

ALL DIVISIONS

Cases	27-year period 1935-61	1961	1960	1959	1958	1957
Open and on hand at beginning of period		5,957	5,645	4,948	4,317	4,707
New cases docketed	56,411	1,870	1,799	2,397	2,165	1,992
Total number of cases on hand and docketed	56,411	7,827	7,444	7,345	6,482	6,699
Cases disposed of	50,443	1,859	1,487	1,700	1,534	2,382
Decided without referee	11,767	255	75	156	294	531
Decided with referee	20,218	871	688	895	883	839
Withdrawn	18,458	733	724	649	357	1,012
Open cases on hand close of period	5,968	5,968	5,957	5,645	4,948	4,317
Heard	1,769	1,769	1,735	2,497	4,533	1,854
Not heard	4,199	4,199	4,222	3,148	415	2,463

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-61, inclusive—Continued

FIRST DIVISION

Cases	27-year period 1935-61	1961	1960	1959	1958	1957
Open and on hand at beginning of period.....	-----	3, 104	2, 872	2, 530	2, 266	2, 958
New cases docketed.....	38, 129	823	799	1, 084	928	662
Total number of cases on hand and docketed.....	38, 129	3, 927	3, 671	3, 614	3, 194	3, 620
Cases disposed of.....	35, 201	999	567	742	664	1, 354
Decided without referee.....	9, 980	217	47	139	273	502
Decided with referee.....	10, 011	226	228	308	239	253
Withdrawn.....	15, 210	556	292	295	152	599
Open cases on hand close of period.....	2, 928	2, 928	3, 104	2, 873	2, 530	2, 266
Heard.....	136	136	179	122	2, 463	170
Not heard.....	2, 792	2, 792	2, 925	2, 750	67	2, 096

SECOND DIVISION

Open and on hand at beginning of period.....	-----	365	282	268	257	280
New cases docketed.....	4, 074	216	305	397	376	347
Total number of cases on hand and docketed.....	4, 074	581	587	665	633	627
Cases disposed of.....	3, 786	293	222	383	365	370
Decided without referee.....	669	8	7	3	7	10
Decided with referee.....	2, 334	270	110	269	259	283
Withdrawn.....	783	15	105	111	99	77
Open cases on hand close of period.....	288	288	365	282	268	257
Heard.....	106	106	186	149	212	210
Not heard.....	182	182	179	133	56	47

THIRD DIVISION

Open and on hand at beginning of period.....	-----	2, 399	2, 408	2, 102	1, 744	1, 455
New cases docketed.....	12, 562	733	615	770	763	887
Total number of cases on hand and docketed.....	12, 562	3, 132	3, 023	2, 872	2, 507	2, 342
Cases disposed of.....	9, 916	486	624	464	405	598
Decided without referee.....	839	17	3	10	14	15
Decided with referee.....	6, 905	342	309	233	311	258
Withdrawn.....	2, 172	127	312	221	80	325
Open cases on hand close of period.....	2, 646	2, 646	2, 399	2, 408	2, 102	1, 744
Heard.....	1, 443	1, 443	1, 296	2, 176	1, 823	1, 474
Not heard.....	1, 203	1, 203	1, 103	232	279	270

FOURTH DIVISION

Open and on hand at beginning of period.....	-----	89	83	48	50	14
New cases docketed.....	1, 646	98	80	146	98	96
Total number of cases on hand and docketed.....	1, 646	187	163	194	148	110
Cases disposed of.....	1, 540	81	74	111	100	60
Decided without referee.....	279	13	18	4	0	4
Decided with referee.....	968	33	41	85	74	45
Withdrawn.....	293	35	15	22	26	11
Open cases on hand close of period.....	106	106	89	83	48	50
Heard.....	84	84	74	50	35	-----
Not heard.....	22	22	15	33	13	50

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1961

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage- men	Yard- foremen, helpers and switch- tenders	Yard- masters	Clerical office, station, storehouse	Mainte- nance-of- way em- ployees	Teleg- raphers	Dispatchers
Akron, Canton & Youngstown Ry.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Ann Arbor RR.	BLF&E	BLF&E	BRT	BRT	BRT	ARSA	FRC	BMW	ORT	ATDA.
Atchison, Topeka & Santa Fe Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Gulf, Colorado & Santa Fe Ry.	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 RR. 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.
Cheasapeake & Ohio Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Chicago & Eastern Illinois 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	BRT	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 RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Florida East Coast Ry.	BLE	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	ORCB	ORCB	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	BLE&F	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.	FLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Long Island RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	(#)
Louisiana & Arkansas Ry.	BLE	BLF&E- LU.	ORCB	BRT-LU.	BRT-LU.	RYA	BRC	BMW	ORT	ATDA.
Louisville & Nashville RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Maine Central RR.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Midland Valley RR.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Minneapolis & St. Louis Ry.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.
Minneapolis, St. Paul & Sault Ste. 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 RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Monongahela Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Montour RR.	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	X	(*)
Nevada Northern Ry.	BLE	BLE	BRT	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	RYNA	(#)	(#)	(#)	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Michigan Central RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ORT.
Boston & Albany RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
New York, Chicago & St. Louis RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
New York, New Haven & Hartford RR.	BLE	BLF&E	BRT	BRT	BRT	SA	BRC	BMW	ORT	ATDA.
New York, Susquehanna & Western RR.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Norfolk & Western Ry.	BLE	BLF&E	ORCB	BRT	BRT	X	BRC	BMW	ORT	ORT.
Norfolk Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Northern Pacific Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Northwestern Pacific RR.	BLE	BLF&E	ORCB	BRT	ORCB- BRT.	(*)	BRC	BMW	ORT	ATDA.
Pennsylvania RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Pennsylvania Reading Seashore Lines	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Pittsburgh & Lake Erie RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Pittsburgh & Shawmut RR.	BLF&E	BLF&E	BRT	BRT	BRT	(*)	X	BMW	(*)	ATDA.
Pittsburgh & West Virginia Ry.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Reading Co.	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.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1961—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
St. Louis Southwestern Ry.....	BLE.....	BLF&E..	BRT.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.
San Diego & Arizona Eastern Ry.....	BLE.....	BLE.....	ORCB.....	ORCB.....	BRT.....	(*).....	BRC.....	BMW.....	ORT.....	(*).....
Seaboard Air Line RR.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYNA.....	BRC.....	BMW.....	ORT.....	ATDA.
Southern Pacific Co. (Pac. Lines).....	BLE.....	BLF&E..	ORCB.....	BRT.....	SUNA.....	RYNA.....	BRC.....	BMW.....	ORT.....	ATDA.
Southern Ry.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Georgia, Southern Florida Ry.....	BLF&E..	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Cincinnati, New Orleans & Texas Pacific Ry.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	(#).....	(#).....	ORT.....	(#).....
New Orleans & Northeastern RR.....	BLE.....	BLF&E..	ORCB.....	BRT.....	SUNA.....	RYA.....	(#).....	(#).....	(#).....	(#).....
Alabama Great Southern Ry.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	(#).....	(#).....	(#).....	(#).....
Spokane International RR.....	BLF&E..	BLF&E..	ORCB.....	ORCB.....	SUNA.....	RYA.....	BRC.....	BMW.....	ORT.....	LU.....
Spokane, Portland & Seattle Ry.....	BLE.....	BLF&E..	ORCB.....	ORCB.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Staten Island Rapid Transit Ry.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Tennessee Central Ry.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.
Texas & New Orleans RR.....	BLE.....	BLF&E..	BRT.....	BRT.....	BRT.....	BRT.....	BRC.....	BMW.....	ORT.....	ATDA.
Texas & Pacific Ry.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Texas Mexican Ry.....	BLE.....	BLF&E..	BRT.....	BRT.....	BRT.....	(*).....	BRC.....	BMW.....	(*).....	(*).....
Toledo, Peoria & Western RR.....	BLF&E..	BLF&E..	BRT.....	BRT.....	BRT.....	(*).....	BRC.....	BMW.....	ORT.....	(*).....
Union Pacific RR.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Utah Ry.....	BLE.....	BLF&E..	ORCB.....	ORCB.....	BRT.....	(*).....	X.....	BMW.....	ORT.....	ATDA.
Wabash RR.....	BLE.....	BLF&E..	ORCB.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Western Maryland Ry.....	BLF&E..	BLF&E..	BRT.....	BRT.....	BRT.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.
Western Pacific RR.....	BLE.....	BLF&E..	ORCB.....	BRT.....	SUNA.....	RYA.....	BRC.....	BMW.....	ORT.....	ATDA.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1961—Continued

Railroad	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	ARSA	(*)	(*)
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	RED	BRT	UTSE.
Bangor & Aroostook RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	HRE.
Bessemer & Lake Erie RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Boston & Maine RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	SA	UTSE.
Central of Georgia Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	UTSE.
Central R.R. of New Jersey	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	RED	(*)	(*)
Central Vermont Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	(*)
Chesapeake & Ohio Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT-	HRE.
									HRE.	
Chicago & Eastern Illinois RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Chicago & Illinois Midland Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	(*)
Chicago & North Western Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	ORCB	HRE.
Chicago, Burlington & Quincy RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	BSCP.
Chicago Great Western Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	X.
Chicago, Milwaukee, St. Paul & Pacific RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	HRE.
Chicago, Rock Island & Pacific Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Clinchfield RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	ORCB.
Colorado & Southern Ry.	IAM	BB	SMWIA	IBEW	BRCA	BMW	BRSA	ARSA	BRT	BSCP.
Colorado & Wyoming Ry.	IAM	BB	SMWIA	(*)	BRCA	IBFO	(*)		(*)	(*)
Delaware & Hudson RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	HRE.
Delaware, Lackawanna & Western RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	HRE.
Denver & Rio Grande Western RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		BRT	SA.
Detroit & Toledo Shore Line RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Detroit, Toledo & Ironton RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Duluth, Missabe & Iron Range Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW		(*)	(*)
Duluth, South Shore & Atlantic RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	LU.
Duluth, Winnipeg & Pacific Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	(*)
Elgin, Joliet & Eastern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Erie RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	X	(*)	HRE.
Florida East Coast Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	(*)	X.
Fort Worth & Denver Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	X	BRT	BSCP.
Georgia & Florida RR	IAM	BB	SMWIA	X	BRCA	X	(*)		(*)	(*)
Georgia RR, lessee org.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA		(*)	(*)
Grand Trunk Western RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	ARSA	BRT	HRE.
Great Northern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRSA	(#)	BRT	HRE- ORCB.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1961—Continued

Railroad	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
Green Bay & Western RR.	IAM.	BB.	SMWIA.	X.	BRCA.	BMW.	BRSA.		(*)	(*)
Gulf Mobile & Ohio RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	ARSA.	LU.	HRE.
Illinois Central RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.		BRT.	HRE.
Illinois Terminal RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	IBEW.	ARSA.	(*)	(*)
Kansas City Southern Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	ARSA.	X.	HRE.
Kansas, Oklahoma & Gulf Ry.	X.	(*)	(*)	(*)	BRCA.	IBFO.	(*)		(*)	(*)
Lake Superior & Ishpeming	SA.	SA.	SA.	X.	SA.	IBFO.	X.		(*)	(*)
Lehigh & Hudson River Ry.	IAM.	BB.	X.	X.	BRCA.	IBFO.	BRSA.		(*)	(*)
Lehigh & New England RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	X.	X.		(*)	(*)
Lehigh Valley RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	RED.	BRT.	HRE.
Long Island Railroad.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	(#).	(*)	(*)
Louisiana & Arkansas Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	RED.	(*)	(*)
Louisville & Nashville RR.	IAM.	BB/	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.		BRT.	HRE.
		URRWA.								
Maine Central RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.		(*)	(*)
Midland Valley RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	IBEW.		(*)	(*)
Minneapolis & St. Louis Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	(*)		(*)	(*)
Minneapolis, St. Paul & Sault Ste. Marie RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	ARSA.	X.	HRE.
Mississippi Central RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	(*)		(*)	(*)
Missouri-Kansas-Texas RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	ARSA.	BRT.	HRE.
Missouri-Kansas-Texas RR. of Texas.	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(#)	(#)
Missouri Pacific RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRSA.	ARSA.	BRT.	HRE.
Monon RR.	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.	X.	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.	(*)	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
Northwestern Pacific RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	(#)	ARSA.	(*)	HRE.

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 Co	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.

TABLE 10.—Continued

Employee representation on selected air carriers as of June 30, 1961

Railroad	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Stewardesses and pursers	Radio and teletype operators	Mechanics	Clerical, office, stores fleet and passenger service	Stock and stores
Allegheny Airlines, Inc.	ALPA			LU	ALSSA		IAM		IAM.
American Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA	TWU	TWU	TWU ¹	TWU.
Bonanza Airlines	ALPA			ALDA	ALSSA		IAM	LU ¹	IAM.
Braniff Airways, Inc.	ALPA			ALDA	ALPA	CWA	IAM	BRO	(?)
Central Airlines	ALPA			ALDA	ALSSA		IAM	LU ¹	IAM.
Continental Airlines, Inc.	ALPA	(?)		ALDA	ALSSA		IAM	IAM ¹	IAM.
Delta Air Lines, Inc.	ALPA			ALDA					
Eastern Air Lines, Inc.	ALPA	FEIA			ALSSA	CWA	IAM	IAM ¹	IAM.
Flying Tiger Lines, Inc.	ALPA	FEIA	TWU	ALDA	IGFA		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	ALPA		IAM		IAM.
National Airlines, Inc.	ALPA	FEIA		ALDA	ALPA	CWA	IAM	ALEA	IAM. ¹
North Central Airlines, Inc.	ALPA			ALDA	ALSSA		IAM	ALEA	IAM.
Northeast Airlines, Inc.	ALPA			ALDA	ALSSA	TWU	IAM	TWU	(?)
Northwest Airlines, Inc.	ALPA	IAM	TWU	ALDA	ALSSA	CWA	IAM	BRO	IAM.
Ozark Air Lines	ALPA			ALDA	ALPA		IAM		IAM.
Pacific Air Lines, Inc.	ALPA	ALPA		ALDA	ALSSA		IAM	ALEA	IAM.
Pan American World Airways, Inc.	ALPA	FEIA		ALDA	TWU		TWU	BRO	IBT.
Piedmont Aviation, Inc.	ALPA			ALDA	ALPA				
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	(?)	TWU	ALDA	ALPA	ALCEA	IAM	IAM ¹	IAM.
Western Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA	CWA	IAM	BRO	(?)
West Coast Airlines	ALPA			ALDA	ALPA		IAM	ALEA ¹	IAM. ¹

¹ Representing only a portion of the craft or class.² Included in C.O.S.F. & P.S.³ There is an agreement on file with the Board providing that Continental Airlines recognizes ALPA as the exclusive bargaining agent for all flight deck operating crew members.⁴ In case R-3463 it was found that all flight deck crew members on United Air Lines, Inc., in job classifications of pilot or captain, reserve pilot, copilot and second officer or flight engineer constitute one craft or class. Following an election ALPA was certified for this craft or class.

TABLE 10.—Continued

Marine employee representation on selected rail and air carriers as of June 30, 1961

Railroad	Licensed deck employees	Licensed engine-room employees	Un-licensed deck employees	Un-licensed engine-room employees	Captains, lighters, grain boats	Hoisting engineers	Float-watchmen, bridge-men, bridge operators	Cooks, chefs, waiters
Ann Arbor.....	GLLO	NMEB	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.....	MMP	NMEB	SIUA	UMW	-----	-----	-----	-----
(P. M. Div.).....	MMP	GLLO	NMU	NMU	-----	-----	-----	NMU
Chicago, Milwaukee, St. Paul & Pacific.....	MMP	NMEB	IUP	IUP	-----	IUP	-----	IUP
Erie-Lackawanna Railroad Co.....	MMP	NMEB	RMU-UMW	RMU-UMW	TWU-ILA	TWU	UMW	-----
Grand Trunk Western.....	GLLO	GLLO	NMU	NMU	-----	-----	-----	-----
Lehigh Valley.....	TWU	MEBA	TWU	TWU	ILA	IOE	TWU	NMU
Long Island.....	RMU	RMU	RMU	RMU	-----	-----	TWU	-----
Missouri-Illinois.....	MMP	NMEB	MMP	NMEB	-----	-----	-----	-----
New York Central.....	MMP	TWU	SIUA	TWU	ILA	-----	SIUA	-----
New York, New Haven & Hartford.....	MMP	NMEB	SIUA	TWU	ILA	-----	NMEB	-----
Norfolk Southern.....	MMP	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	-----	MMP	-----	-----	-----	-----	-----
Wabash.....	MMP	GLLO	UMW	TWU	-----	-----	-----	-----
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
BMW	Brotherhood of Maintenance of Way Employees
BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
BRCA	Brotherhood of Railway Carmen of America
BRSA	Brotherhood of 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 Employes
IBEW	International Brotherhood of Electrical Workers
IBFO	International Brotherhood of Firemen and Oilers
LU	Local Union
MMS	International Union of Mine, Mill and Smelter Workers
ORCB	Order of Railway Conductors and Brakemen

ORT	The Order of Railroad Telegraphers
RED	Railway Employees' Department, AFL-CIO
RYA	Railroad Yardmasters of America
RYNA	Railroad Yardmasters of North America
SA	System Association, Committee or Individual
SMWIA	Sheet Metal Workers International Association
-URRWA	Transport Workers Union of America, Railroad Division
UMW	United Mine Workers of America, District 50
UTSE	United Transport Service Employees

AIRLINES

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
FELA	Flight Engineers International Association
IAM	International Association of Machinists
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America
IGFA	International Guild of Flight Attendants
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

