

*Twenty-eighth*  
ANNUAL REPORT OF THE  
NATIONAL  
MEDIATION  
BOARD

INCLUDING  
THE REPORT OF THE  
NATIONAL RAILROAD  
ADJUSTMENT BOARD



*For the Fiscal Year Ended JUNE 30, 1962*



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**NATIONAL MEDIATION BOARD**

**Fiscal Year Ended June 30, 1962**

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LEVERETT EDWARDS, *Chairman*

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

ROBERT O. BOYD, *Member*

EUGENE C. THOMPSON, *Executive Secretary*

THOMAS A. TRACY, *Assistant Executive Secretary*

## LETTER OF TRANSMITTAL

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NATIONAL MEDIATION BOARD,  
OFFICE OF THE CHAIRMAN,  
*Washington, D.C., November 1, 1962.*

*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-eighth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1962, 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, 1962. 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.

Despite the complex problems and the prolonged efforts to find a formula to resolve disputes during the past fiscal year, there were comparatively few work stoppages in the airline and railroad industries.

A national settlement of a wage dispute involving the major rail carriers of the country and approximately a half million nonoperating employees represented by the Employees' National Conference Committee, 11 Cooperating Railway Labor Organizations, which was based upon the recommendations of Emergency Board No. 145, was signed on June 5, 1962. Another Emergency Board (No. 141) was able to report that the dispute which had been referred to it for investigation and been settled by an agreement between the parties.

A unique settlement by the Order of Railroad Telegraphers and Southern Pacific Co. which disposed of a job security request of the

organization was made October 29, 1961. This dispute had been the subject of investigation and report of Emergency Board No. 138.

The Board in its previous annual reports has emphasized that problems arising out of technological improvements, proposed and actual mergers of carriers, as well as demands upon management for agreements pertaining to job security and severance pay, would continue. During the past fiscal year, the major efforts of the Board were devoted to such problems. The majority of cases referred to emergency boards during the past year dealt with issues pertaining to job security, severance allowances, and manning problems.

In the railroad industry, the Presidential commission issued its report in February 1962, with recommendations covering a wide range of proposals applicable to work rules and pay structures of railroad operating employees.

In the airline industry, the crew-complement issue continued to dominate and was the primary issue for investigation by several emergency boards created during the fiscal year.

As the fiscal year drew to a close, problems arising out of job security requests by various organizations were the subject of intensive bargaining sessions. In the airline industry the manning problems involving airplane crew complement had passed through the study phase and recommendations advanced by various boards were being reviewed in an effort to find an area of settlement for this controversial issue.

The Board is hopeful that these problems which confront the airline and railroad industries will be resolved with a minimum of disturbance to the public. The history of the Railway Labor Act during the past 28 years has demonstrated the wisdom of the procedures established by the act, and there is no reason to assume that the current problems cannot be resolved as others have been in the past by a recognition on the part of carriers and employee organizations of their responsibility to work with each other and their duty to the public to reconcile and compose their differences within the framework of free collective bargaining.

### ***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.<sup>1</sup>

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

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<sup>1</sup> 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.

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 for or under contract with the U.S. 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 States when labor disputes which in the judgment of the Board threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service. In such cases the President may in his discretion appoint an emergency board to investigate and report to him on the dispute.

## ***Labor Disputes Under the Railway Labor Act***

The Railway Labor Act provides procedures for the consideration and progression of labor disputes in a definite and orderly manner. Broadly speaking, these disputes fall into three general groups: (1) Representation Disputes, controversies arising among employees over the choice of a collective-bargaining representative; (2) Major 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 30 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 28 years the National Mediation Board has been in existence, 148 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 lock-outs 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.

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 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.

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, 11 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 involved 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.

### **STRIKES AND THREATENED STRIKES**

Included in appendix B of this report is table 7, which is a tabulation of strikes called during the past fiscal year. Only strikes which lasted longer than a day are listed. The total of six strikes include one in the airline industry and five in the railroad industry.

As the fiscal year ended, two of these six strikes remained unsettled, as well as the strike, which is not included in table 7, on Southern

Airways, Inc., called by the Air Line Pilots Association June 5, 1960.<sup>1</sup> The two unsettled strikes involved Eastern Airlines and the Rutland Railroad. Eastern Airlines suspended operations June 23, 1962, because of strike action by employees represented by the Flight Engineers International Association, but as this report went to press a limited number of flights had been resumed. Operations had not been resumed on the Rutland Railroad whose operation had been suspended September 25, 1961, as a result of strike action by three brotherhoods representing operating employees. The remaining four strikes occurred on local or short-line rail facilities whose operations serve relatively small areas. A brief summary of the specific strikes follows:

*E-263—Copper Range Railroad Co. and Brotherhood of Locomotive Firemen & Enginemen (A-6527), Order of Railroad Conductors & Brakemen (A-6533), and Brotherhood of Maintenance of Way Employes (A-6526).*

A strike of 57 days' duration occurred on this carrier July 11 to September 5, 1961, following failure of direct negotiations and mediation to settle disputes growing out of wage increase proposals of the organizations. 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 and operations were resumed September 5, 1961.

*A-6329—Rutland Railway Corp. and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen.*

A strike which halted operations of this carrier, commenced on September 25, 1961, and was still in effect at the close of the fiscal year.

The dispute which lead to this strike grew out of wage increase proposals of the organizations, and proposals of carrier for decreases in rates of pay. Strike action followed failure of mediation, declination of arbitration, and announcement by carrier of its intention of placing in effect its wage reduction proposal.

Repeated mediation efforts by the Board, prior to and during the course of the strike, have not been successful in effecting settlement.

The carrier in December 1961 filed an application with the Interstate Commerce Commission for permission to abandon operations. This petition was still under consideration by the Commission at the close of the fiscal year.

*A-6563—The Apache Railway Co. and United Brotherhood of Carpenters & Joiners of America.*

A strike of 6 days' duration occurred November 26 to December 1, 1961, on this short-line railroad operating in Arizona.

The strike resulted when the parties failed to reach settlement in negotiations for an initial collective-bargaining contract, covering rates of pay, rules, and working conditions for employees engaged in maintenance-of-way work.

<sup>1</sup> Reported settled Sept. 21, 1962.

Mediation efforts prior to the strike proved unsuccessful and proffer of arbitration was declined.

The parties reached agreement in further direct negotiations December 1, 1961, disposing of the dispute.

*A-6393—Fernwood, Columbia & Gulf Railroad Co., Bonhomie & Hattiesburg Southern Railroad Co., and Brotherhood of Locomotive Firemen & Enginemen.*

A strike of 7 days' duration, December 1 to December 7, 1961, occurred on these short-line railroads operating in Mississippi, in a dispute pertaining to rules relating to the use of firemen.

The dispute was disposed of in mediation proceedings December 7, 1961, by agreement between the parties.

*A-6596—Baltimore & Annapolis Railroad Co. and Brotherhood of Railroad Trainmen.*

A strike of 12 days' duration, March 15 to March 27, 1961, occurred on this rail and bus line operating principally between Baltimore, Md., and Annapolis, Md., when the parties failed to reach agreement in negotiations for a revision of the collective-bargaining agreement, covering rates of pay, rules, and working conditions.

Mediation efforts prior to the strike were unsuccessful and proffer of arbitration was declined.

The Board continued its mediatory efforts during the course of the strike and the parties finally concluded an agreement disposing of the dispute.

*A-6289—Eastern Air Lines, Inc., and Flight Engineers International Association.*

A strike of flight engineers, which caused suspension of operations of this trunkline air carrier, commenced June 23, 1962, and was still in effect at the close of the fiscal year.

The dispute which led to this strike grew out of proposals of both parties for revision of the collective-bargaining agreement covering rates of pay, rules, and working conditions. In addition to the differences between the parties with respect to pay scales and other work rules, the crew complement issue relating to qualifications and manning of the "third" seat in the "cockpit" was involved.

Mediation efforts by the Board to effect a settlement of the dispute were unsuccessful and proffer of arbitration was declined. Following notification to the President in accordance with section 10 of the act, Emergency Board No. 144 was appointed to investigate the dispute. Recommendations for the settlement of the issues in dispute contained in the report of the Emergency Board were not accepted and the flight engineers engaged in a strike commencing June 23, 1962.

### THREATENED STRIKES

During the past fiscal year, 11 emergency situations involving major transportation facilities developed following the failure of direct negotiations between the parties, mediation, and declination 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 (five involving air carriers and six pertaining to carriers by rail) were referred by Executive order of the President to the following emergency boards:

No. 138 (E.O. 10953 issued July 20, 1961).	Southern Pacific Co. (Pacific Lines) and The Order of Railroad Telegraphers.
No. 139 (E.O. 10963 issued Sept. 1, 1961).	The Pullman Co. and the Chicago, Milwaukee, St. Paul & Pacific Railroad Co. and the Order of Railway Conductors & Brakemen.
No. 140 (E.O. 10965 issued Oct. 5, 1961).	Trans World Airlines, Inc., and the Transport Workers Union of America, AFL-CIO.
No. 141 (E.O. 10969 issued Oct. 11, 1961).	Reading Co. and the International Organization of Masters, Mates & Pilots, Local No. 14.
No. 142 (E.O. 10971 issued Nov. 1, 1961).	Trans World Airlines, Inc., and the Air Line Pilots Association, International.
No. 143 (E.O. 10975 issued Nov. 10, 1961).	Pan American World Airways, Inc., and the Air Line Pilots Association, International.
No. 144 (E.O. 11006 issued Feb. 22, 1962).	Eastern Airlines, Inc., and the Flight Engineers' International Association.
No. 145 (E.O. 11008 issued Mar. 3, 1962).	Akron & Barberton Belt Railroad and other Carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and certain employees represented by 11 Co-operating Railway Labor Organizations.
No. 146 (E.O. 11011 issued Mar. 20, 1962).	Trans World Airlines, Inc., and Flight Engineers' International Association.
No. 147 (E.O. 11015 issued Apr. 23, 1962).	Chicago & North Western Railway Co. and The Order of Railroad Telegraphers.
No. 148 (E.O. 11027 issued June 8, 1962).	New York Central Railroad Co. System and the Pittsburgh & Lake Erie Railroad Co. and certain employees represented by The Order of Railroad Telegraphers.

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

The Board closed 14 "E" cases during the past fiscal year. These cases usually involve a situation wherein a work stoppage has been threatened and a date set for withdrawal from service by the employees. 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 to service. Nine cases were closed on the basis of a mediation agreement; three were disposed of by the parties in direct negotiations after receiving mediatory assistance; and the remaining two were closed by Board action.

In some instances threatened strikes are averted by submission of the issues to a board of arbitration. Chapter V of this report contains a summary of awards rendered in disputes which resulted in final and binding disposition of the controversies. The Board always urges 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.

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

### *National Wage and Rule Movements*

As indicated in the previous annual report, there were several national wage and rule movements pending at the start of the fiscal year July 1, 1961.

These included a request by the Railroad Yardmasters of America for wage increases, cancellation of cost-of-living clause, supplemental sickness insurance benefits, and modification of vacation and holiday rules. This dispute was referred to Emergency Board No. 137 for investigation and report. The report and recommendations of this Board are discussed more fully in chapter V of this report. On September 27, 1961, an agreement was reached between the Eastern, Western, and Southeastern Carriers' Conference Committees and the Railroad Yardmasters of America, which disposed of this dispute.

The agreement provided for cancellation of the cost-of-living adjustment provisions in existing agreements, a 2-percent wage increase effective July 1, 1960, on basic monthly rates of pay in effect June 30, 1960, adjusted to include the cost-of-living increments accrued to May 1, 1960. An additional 2-percent increase on basic rates in effect on June 30, 1960, was agreed upon effective March 1, 1961. Revisions were also made in the vacations and holiday pay and rules for the application thereof.

The pending dispute involving the Switchmen's Union of North America and various carriers involving the organization's notice of March 2, 1959, was not resolved as the fiscal year ended June 30, 1962. (See "Decisions of significance.") However, word has been received that on August 14, 1962, an agreement has been reached disposing of this dispute by a wage increase of 2½ percent effective July 1, 1960, and an additional 2½ percent increase effective March 1, 1961.

On June 5, 1962, 11 Cooperating Railway Labor Organizations, representing practically all of the nonoperating employees on the major railroads of the country, reached a settlement of their wage and rules dispute with Eastern, Western, and Southeastern Carriers' Conference Committees.

This dispute had been the subject of investigation and report by Emergency Board No. 145, which is summarized in chapter V of this report.

The agreement provided for a wage increase of 4 cents per hour effective February 1, 1962, and an additional increase of 6.28 cents per hour effective May 1, 1962, with a proviso that such wages are not subject to change until May 1, 1963. The agreement also provides for 5 working days' advance notice to employees when forces are to be reduced or positions abolished, except in certain emergency situations when a shorter notice is permitted.

On July 10, 1962, an agreement was reached between rail carriers represented by Eastern, Western, and Southeastern Carriers' Confer-

ence Committees and employees represented by the American Train Dispatchers Association. This agreement provided for a wage increase of \$8 per month effective February 1, 1962, and an additional increase of 2½ percent per month, with proviso that wages are not subject to change until May 1, 1963.

#### **PRESIDENTIAL COMMISSION—RAILROAD INDUSTRY**

The Presidential commission established by Executive Order 10891 November 1, 1960, presented its report to the President February 28, 1962. The origin and development of this Commission has been outlined in previous reports of the Board. The Commission which had been authorized to investigate a controversy between the Eastern, Western, and Southeastern Carriers' Conference Committees and employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen & Enginemen, the Order of Railway Conductors & Brakemen, the Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America consisted of 15 members equally divided between representatives of the public, the carriers, and labor. Simon H. Rifkind, a former Federal judge, was Chairman of the Commission.

The report of the Commission consisting of over 500 pages examined technological changes affecting the railroad industry as well as manning practices, compensation, and assignment of employees. The report concluded that the present system of rules is outmoded in many fundamentals: that work relations between employees and railroads are governed by a system of rules, regulations, and practices which largely come into being before modern technology; and that the system of work rules fails to achieve a fair or reasonable apportionment of work or compensation. Based on its conclusions, the Commission made detailed recommendations for a revision of the pay structure and basis for overtime payment; a modification of the rules separating road and yard work; gradual elimination of firemen from road freight and yard diesel locomotives and changes in other long-established work rules; and the Commission further proposed a comprehensive survey for determining changes in the crew consist for train service.

Both carrier and labor representatives dissented in part to the report as presented by the public members. The carrier members accepted the report on the premise that notwithstanding the deficiencies of the report, basically the recommendations were designed to serve the public interest. Dissents filed by each of the labor members of the Commission indicated they generally were disappointed by the recommendations.

Soon after the Commission made its report, representatives of the Eastern, Western, and Southeastern Carriers' Conference Committees met with representatives of the five Operating Brotherhoods in direct negotiations to consider the recommendations of the Commission. On May 17, 1962, the Carriers' Conference Committees terminated the direct negotiations on the basis that the conferences were not leading to any substantial progress toward reaching settlement of the issues involved.

The brotherhoods invoked the services of the National Mediation Board on May 21, 1962. Mediation was conducted by the Chairman of the Board, commencing May 23, 1962, at Chicago, Ill., continuing

until June 22, 1962. Mediation of the dispute was unsuccessful and formal proffer of arbitration was made to the parties by the Board on June 26, 1962. The carriers' expressed willingness to submit the dispute to arbitration, but the brotherhoods declined.

As this report was being written, further progression of the dispute was awaiting the outcome of litigation involving procedural aspects of the dispute.

### **RAILROAD MARINE WORKERS COMMISSION**

The Railroad Marine Workers Commission established March 24, 1961, by Executive Order 10929 to investigate a dispute between carriers represented by the New York Harbor Carriers' Conference Committee and certain employees represented by Locals Nos. 1 and 3, International Organization of Masters, Mates & Pilots, the Marine Engineers' Beneficial Association No. 33, the Seafarers International Union of North America, Atlantic and Gulf District, Railroad and Marine Division, AFL-CIO, submitted its report to the President June 11, 1962.

The Commission consisted of nine members representing the public, carriers, and employee organizations. The public members appointed to the Commission were Isador Lubin, Chairman; Lloyd H. Bailer and Vernon H. Jensen. For the carriers the following were appointed: L. B. Fee, J. J. Gaherin, and J. H. Maher. Representing the organizations were Capt. John M. Bishop; G. P. McGinty, appointed April 6, 1962, vice Claude Simmons; and Ned R. Phillips appointed March 2, 1962, vice E. N. Altman.

The dispute which was examined by this Commission began in 1959 when a series of section 6 notices were served upon carriers operating in New York Harbor who were represented by the New York Harbor Carriers' Conference Committee. After mediation efforts by the National Mediation Board failed to resolve the dispute, a Presidential Emergency Board (No. 133) was created, pursuant to section 10 of the Railway Labor Act to investigate and submit recommendations. The report of this Board issued December 10, 1960, was not accepted by the parties and January 10, 1961, a work stoppage on tugboats and ferries operated by the railroads was put into effect by the organizations. Within a short time the stoppage spread and virtually halted all railroad operations in and around the port of New York. January 23, 1961, a settlement of the dispute was reached through the efforts of various Federal, State, and local officials. The manning issue in the dispute was held in abeyance pending the report and recommendation of the Presidential Railroad Commission after which the Railroad Marine Workers Commission was established for the purpose of hearing, considering, and reporting on the manning dispute.

The general matter in dispute before the Commission pertained to the determination of the crew complement of railroad tugboats and ferryboats.

The Commission recommended that a procedure be included in the respective collective-bargaining agreements to deal with any change in crew complement. This recommended procedure provided for the following:

First: After survey of needs, notice would be made to interested parties of proposed changes in crew complement.



Second: Negotiation for a specified period of time would be undertaken by the parties.

Third: After the specified period of time if no settlement was reached, the dispute could be submitted to final and binding arbitration.

Fourth: Specified protective conditions for employees furloughed or separated as the immediate and proximate consequence of the application of the provision for change in crew complement.

In regard to the specific proposal of the carriers to reduce the number of deckhands on their tugboat crews by the elimination of the third deckhand, the Commission recommended the gradual discontinuance of the position of the third deckhand together with certain benefits and allowances for separated and furloughed employees. The Commission, on the basis of the record and evidence presented, made no recommendation in regard to the request of the organizations for the assignment of an oiler aboard tugboats and an assistant captain on ferryboats.

The Commissioners representing the labor organizations filed a vigorous dissent.

### **RAILROAD LIGHTER CAPTAINS COMMISSION**

Emergency Board No. 134, created pursuant to section 10 of the Railway Labor Act to investigate and make recommendations pertaining to a dispute between employees represented by the Lighter Captains' Union, Local No. 996, International Longshoremen's Association, AFL-CIO, and carriers represented by the New York Harbor Carriers' Conference Committee, made this recommendation among others in its report issued March 6, 1961.

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.

In subsequent mediation proceedings the issues examined by Emergency Board No. 134 were disposed of by agreement between the parties. The issue as to the manning of lighters was deferred by agreement pending report of the recommended Commission.

The Railroad Lighter Captains Commission was established by the President June 12, 1961, by Executive Order 10948. Members of the Commission were Ronald W. Haughton, Chairman and public member, W. S. Macgill representing the carriers and William W. Sanborn representing the organization.

The carrier contended that the practice whereby each lighter captain is assigned to a specific boat creates an inefficient and wasteful operation. Their proposal would permit use of a captain on more than one boat during a given tour of duty.

The organization, on the other hand, contended that the lighterage operation as performed in New York Harbor is vital and necessary both to the carriers and the shippers, that the proposed flexible assignment of the carrier would not work, and that efficient and safe operation required the present method of manning be continued.

The Commission recommended that the carriers should have the right to use a lighter captain at more than one location and on more than one boat. The recommendation was coupled with recommendations pertaining to retirement and separation allowances.

The employee member of the Commission filed a dissenting opinion.

## DECISIONS OF SIGNIFICANCE

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

*Chicago, Rock Island & Pacific Railroad Co. et al., v. Switchmen's Union of North America, AFL-CIO.*

This case involved a dispute between the Chicago, Rock Island & Pacific Railroad Co. and other carriers represented by the Western Carriers' Conference Committee and their employees represented by the Switchmen's Union of North America, AFL-CIO, growing out of proposals of the organization for a wage increase and counterproposals of the carriers for a wage decrease. Direct negotiations and mediation efforts of the National Mediation Board failed to resolve the dispute. An Emergency Board (No. 131) investigated and made recommendations to the President as to how the dispute should be resolved. Subsequently, the Western Carriers' Conference Committee and the committee representing the organization agreed upon the text of a proposed agreement disposing of the dispute subject to ratification by the employees. The employees rejected the proposed agreement and a strike became imminent. At this point the carriers sought and obtained a preliminary injunction in the U.S. District Court, Western District of New York, No. 8871, October 1, 1960, against the strike threatened by the organization on the basis that a provision in the constitution of the organization which required membership approval before agreement could be consummated raised substantial questions as to the ability of the organization's negotiating committee to negotiate in good faith. The U.S. Court of Appeals, Second Circuit (New York), No. 387, June 9, 1961, reversed the lower court decision on the basis that the provisions of the union constitution which limited the authority of the negotiating committee did not violate the provisions of the Railway Labor Act, which only requires the negotiators be authorized to confer. Certiorari was denied by the U.S. Supreme Court June 25, 1962, Case No. 237.

*Hilbert et al., of Division No. 25 of Grand International Brotherhood of Locomotive Engineers v. The Pennsylvania Railroad Co.*

In this case the organization attempted to enjoin the carrier from putting into effect certain bulletins which would result in the reassignment of engineers in road service from one terminal to another. The organization contended that the "status quo" provisions of section 6 of the Railway Labor Act were violated by the notices and bulletins issued in that they involved some of the same proposals covered by a section 6 notice previously served on the organizations by the carrier under date of November 2, 1959. The organization also contended that the contract did not give the carrier the authority to make the changes proposed in the bulletins, and that certain provisions of the existing agreement would be violated if the proposed assignments were put into effect. The request for the injunction was denied. Neither party had submitted this dispute to the National Railroad Adjustment Board. The case originated in the U.S. District Court for the Southern District of Indiana and was appealed to the U.S. Court of Appeals, Seventh Circuit (Chicago), No. 13203 decided

May 29, 1961. Certiorari was denied by the U.S. Supreme Court November 6, 1961.

*Air Line Pilots Association v. Southern Airways, Inc. (enforcement proceeding Docket 11654 decided July 5, 1962, Civil Aeronautics Board).*

This proceeding is of significance in that it is a case of first impression in which the Civil Aeronautics Board found that under sections 204(a), 401(g), 401(k), and 1002 (a) and (c) of the Federal Aviation Act of 1958, as amended, the Board had jurisdiction to hear and determine complaints alleging violation of title II of the Railway Labor Act.

The Board rejected certain contentions by ALPA that Southern Airways had failed to comply with mandatory procedures of the Railway Labor Act. On the other hand, the Board found that certain demands imposed by the carrier as a condition for settlement of the dispute between the parties constituted a failure on the part of Southern Airways to bargain in good faith. The Board retained jurisdiction of the dispute and directed the carrier within 30 days to bargain collectively in good faith with the organization as required by the Railway Labor Act.

It should be noted that this was not a unanimous decision by the Civil Aeronautics Board and that both the carrier and organization have appealed the Board's decision.

## II. RECORD OF CASES

### 1. CASES HANDLED BY THE BOARD

The three categories of formally docketed disputes which form the basis of tables 1 through 6, inclusive, are as follows:

(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 affecting 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 an agreement reached through mediation. (See sec. 5, second, of the act.) These cases are commonly referred to as interpretation cases.

Each of these categories will be discussed later 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 in the form prescribed by the Board. Upon receipt of an application, it is promptly subjected to a preliminary investigation to develop or verify the required information. Later, where conditions warrant, the application may be assigned to a mediator for field handling. Both preliminary investigations and subsequent field investigations often disclose that applications for this 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 agency.

In addition to the three categories of disputes set forth above, the Board, since November 1955, has been assigning an “E” number designation to controversies wherein the Board’s services have been proffered under the emergency provision of section 5, first (b), of the act. During fiscal 1962, 10 “E” cases were docketed, making a total of 245 since the beginning of the series.

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 that those applications should be docketed. A large percentage of these cases are assigned to a mediator for an on-the-ground investigation to secure sufficient facts in order for the Board to decide whether the subject should be docketed or dismissed. Furthermore, the mediator aids the parties in getting to the crux of their problem regardless of the procedural differences, and he is often able to settle the dispute while making his investigation. During fiscal 1962, the Board handled 130 “C” cases, of which

61 required the assignment of a mediator and 2 required formal hearings.

It is apparent then that when we speak of total number of cases docketed in the following paragraphs, we are speaking of formally docketed A, R, and interpretation cases, and not necessarily the total services of the Board which would include "C" and "E" cases.

It is not uncommon, particularly in the railroad industry, for one case to have a number of parties. For instance, the Board has handled disputes between as many as 10 unions, or more, and nearly 200 railroads involving a score or more issues. The Board has in the past and continues to consider such controversy for statistical purposes as one case when it is handled jointly on a national basis.

Table 1, located in the appendix, reveals that the total number of all cases formally docketed during fiscal 1962 was 287. This is 26 fewer cases than the number docketed in the previous year; a decrease of 18 mediation and 8 interpretation cases. The representation cases remained the same. During the 28-year period of the Board's existence, 10,464 cases have been received and docketed.

The effect of the AFL-CIO no-raid pact, and a near total cessation of raiding between the railroad operating brotherhoods, has resulted in a sizable decline in representation disputes in the past few years.

In the railroad industry, 3 of the 31 representation cases docketed accounted for 3,145 of the 4,874 employees involved in all railroad elections, or 64 percent. These cases were brought about by the merger of carriers. The employees within the same craft or class on the two former carriers were voted to determine the representative on the merged company.

Discussed elsewhere in this report is the dispute between the railroad operating brotherhoods and the Class 1 rail carriers. This one dispute including many issues has had the effect of reducing the number of individual mediation disputes referred to the Board during fiscal 1962.

## **2. DISPOSITION OF CASES**

Table 1 further reveals that a total of 277 cases were disposed of in fiscal 1962. Compared with 298 in the previous year, this is a decrease of 21 cases. There was an increase of 6 representation cases disposed of, 67 in 1962, 61 in 1961, but a decrease of 24 mediation cases and a decrease of 3 interpretation cases. The total of mediation cases disposed of in 1962 was 205, while the total for 1961 was 229. The total of interpretation dispositions was five for 1962, while the total was eight in 1961. In the 28-year period, the Board has disposed of 10,206 cases.

## **3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES**

Table 3 discloses that 11,504 employees were involved in 67 representation disputes in fiscal 1962. These totals are comparable to fiscal 1961 when 11,956 employees were involved in 61 disputes. Railroad employees accounted for 4,874 of the total in 31 disputes, while airline employees numbered 6,630 in 36 disputes. In the previous year there were 3,349 railroad employees in 31 disputes, and 8,607 airline employees in 30 disputes. This is the second consecutive year in

which more airline employees were involved in representation disputes than were railroad employees.

Table 4 shows that of the total of 278 of all cases disposed of, railroad employees were involved in 187 while airline employees were involved in 91. Railroad train, engine, and yard service employees were parties to 93 cases: 5 representation, 85 mediation, and 3 interpretation. Railroad clerical, office, station, and storehouse employees were involved in 25 cases: 2 representation, 22 mediation, and 1 interpretation. Railroad yardmasters accounted for 11 cases: 4 representation and 7 mediation.

In the airline industry, the same table reveals that mechanics were involved in 22 cases: 4 representation and 18 mediation. Clerical, office, stores, fleet and passenger service employees accounted for 10: 3 representation, 6 mediation, and 1 interpretation. Stewardesses were parties to 22 cases, 18 of which were representation and 4 were mediation. Pilots accounted for 18 mediation cases.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of during fiscal 1962. Involved in the total of 67 representation cases disposed of were 77 crafts or classes covering 11,504 employees. There were 37 railroad crafts or classes, numbering 4,874 employees, or 42 percent of all employees involved. Yard service employees totaling 2,445 individuals accounted for 21 percent of the grand total. Mechanical foremen were involved in 3 cases, with an equal number of crafts or classes covering 783 employees, for 6 percent of the grand total. Dining car employees, train and pullman porters were also involved in 3 cases, of 3 crafts or classes totaling 701 individuals, amounting to 6 percent of the grand total.

In the airline industry, 40 crafts or classes were involved in 36 cases covering 6,630 employees, amounting to 58 percent of the grand total. Stewardesses were involved in 18 cases with a like number of crafts or classes covering 4,693 employees, which constituted 41 percent of the grand total. Mechanics were involved in 4 cases totaling 807 employees, or 7 percent of the grand total. Clerical, office, stores, fleet and passenger service employees were involved in 3 cases, covering 734 employees, accounting for 6 percent of the grand total.

In the past, railroad train service and engine service employees generally were involved in a large percentage of representation cases accounting for a large number of employees. However, for the last 2 years, their participation has been negligible. In fiscal 1962 train service employees were involved in but one case covering 48 employees, while engine service employees were not involved in any cases.

#### **4. RECORD OF MEDIATION CASES**

As seen from table 1, mediation cases docketed during fiscal 1962 totaled 218, a decrease of 18 cases when compared to the total of 236 docketed in the previous year. The total of cases docketed when added to 221 cases on hand at the beginning of the year makes a total of 439 cases considered by the Board during fiscal 1962. The Board disposed of 205 mediation cases, leaving 234 pending and unsettled at the end of the year.

Table 2 summarizes mediation cases disposed of during fiscal 1962, subdivided into method of disposition, class of carrier, and issue

involved. Of the total of 205 cases, 152 were railroad disputes while 53 were airline. Mediation agreements were obtained in 130 cases: 99 railroad and 31 airline. Agreements to arbitrate disposed of four disputes: 3 railroad and 1 airline. Cases withdrawn after mediation totaled 19: 18 railroad and 1 airline. Four cases were withdrawn before mediation, all railroad cases. Carriers refused to arbitrate unresolved issues in 10 cases: 7 railroad and 3 airline; the employees refused to arbitrate in 19 cases: 10 railroad and 9 airline; and both the carrier and the employees refused to arbitrate in 2 disputes: 1 railroad and 1 airline. The Board dismissed 17 cases: 10 railroad and 7 airline.

Of the total of 152 railroad cases, Class I carriers were involved in 111 disputes; Class II in 13; switching and terminal companies in 14; electric railroads in 7; and miscellaneous rail carriers in 7.

Rates of pay was the main issue in 33 railroad cases, whereas in the airline industry it was the main issue in 44 of the total of 53 cases. Rules were the main issues in 119 railroad cases, compared to 8 in the airline industry. One new agreement was executed in the airline industry.

## 5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 8,715 of the total of 11,504 employees actively participated in the outcome of the 67 representation cases. Certifications based on an election were issued in 58 cases: 25 railroad and 33 airline. Of the 25 railroad cases, 31 crafts or classes were involved among 4,011, of which 3,685 actively participated in the selection of a representative. In the 33 airline cases, among 36 crafts or classes, 6,524 employees were involved, of which 4,943 exercised their right to cast a secret ballot.

Certification based on the verification of authorizations was issued in 1 case involving 15 employees.

Cases withdrawn after investigation totaled 3, all in the railroad industry, involving 752 employees.

One railroad case was withdrawn before investigation which involved 48 employees.

The Board dismissed four cases, two railroad, and two airline. The railroad cases involved 63 employees, whereas the airline cases involved 91.

Table 6 shows 128 railroad employees in 11 crafts or classes acquired representation for the first time by means of an election. In the airline industry 615 employees in 9 crafts or classes secured representation for the first time by means of an election. In addition, 15 airline employees in one craft or class secured representation for the first time by means of proved authorizations.

A new representative was selected by 3,293 railroad employees in 12 crafts or classes. Of this total, 33 employees in 4 crafts or classes selected a local union for their new representative, whereas 3,260 employees in 8 crafts or classes retained a national organization for their collective-bargaining agent. In the airline industry, 5,468 employees in 24 crafts or classes selected a new representative, of this number 199 employees in 2 crafts or classes selected local unions, while 5,269 employees in 22 crafts or classes voted for representation by a national organization.

In the railroad industry, 603 employees in 7 crafts or classes retained their present collective-bargaining representative following a challenge by another union; of this number, 193 employees in 2 crafts or classes kept a local union as their representative, while 410 employees in 5 crafts or classes retained their present national union as their representative. In the air transport industry, 474 employees in 3 crafts or classes retained their existing representation by national unions following elections challenging the incumbent union.



### 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 guidelines 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 10 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, 989 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.

#### APPLICATIONS FOR MEDIATION

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."

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.

Section 5, first, 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 10 cases were assigned in the "E" number series. In the same period 14 cases in this category were disposed of.

## **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 re-

appraisal of the situation which led 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.

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.

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 preexisting 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.

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 in-

stances 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.

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. 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 deplors 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.

#### 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 authori-

zations 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 of arbitration the parties are urged by the Board to submit the controversy to arbitration under the procedures provided by the act. In some instances through informal discussions during mediation, the parties will agree to arbitrate the dispute, without awaiting the formal proffer of the Board.

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

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

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

The agreement to arbitrate contains provisions as required by the act to the effect that the signatures of a majority of the Board of Arbitration affixed to the award shall be competent to constitute a valid and binding award; that the award and the evidence of the proceedings relating thereto when certified and filed in the clerk's office of the district court of the United States for the district wherein the controversy arose or the arbitration was entered into, shall be final and conclusive upon the parties as to the facts determined by the award and as to the merits of the controversy decided; and that the respective parties to the award will each faithfully execute the same.

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

Summarized below are 9 awards rendered during the fiscal year 1962 on disputes submitted to arbitration.

ARB. 262 (Case No. A-5949).—*Pennsylvania Railroad Co. and Transport Workers Union of America, AFL-CIO, Railroad Division*

Francis J. Robertson was the neutral and sole member of the arbitration board selected by the parties.

Hearings commenced April 27 and continued through April 28, 1961. Thereafter the record was held open until July 3, 1961, for the receipt of certain affidavits. The award was made August 31, 1961.

Two specific questions were submitted to the arbitrator for decision. The first pertained to Regulation 2-A-4 of the agreement between the company and its employees represented by the Transport Workers dated September 12, 1960. The second related to Regulation 2-A-1(e), last paragraph of the same agreement.

In the award the contention of the company as to first question was upheld. The company's contention being:

Regulation 2-A-4 provides that day-to-day vacancies in positions of mechanics shall be filled by using qualified helpers regularly employed and working on the trick, at the location and from the craft where the vacancies exist, and that such vacancies in positions of helper shall be filled by using qualified laborers or coach cleaners regularly employed and working on the trick and at the location where the vacancies exist. The obligation to fill day-to-day job vacancies imposed by the regulation does not require the Company to go beyond this procedure, and therefore the Company is not required to fill such vacancies if in order to do so it would be necessary to use an employe from another trick or an employe from another location or to take other action not specified in the regulation.

As to the second question the arbitrator found that neither the contention set forth in the arbitration agreement by the company nor the organization was supported by Regulation 2-A-1(e), last paragraph of the agreement in question.

The neutral and sole member of the arbitration board was Nathan P. Feinsinger selected by the parties.

This arbitration was held in accordance with the terms of a memorandum of settlement dated May 4, 1961, whereby the parties agreed to settle the dispute between them which had resulted in a strike May 2, 1961.

The memorandum of settlement provided that the unresolved issues would be submitted to the neutral for final decision. The unresolved issues related to (a) vacations; (b) automatic progression to senior stock clerk and new classification of lead stock clerk; (c) passes; (d) seniority; and (e) rate of pay for nonmechanical employees.

It was stipulated in the memorandum of settlement that in deciding these issues, the arbitrator was to consult with accountants, one each to be appointed by the parties to the dispute. The memorandum of agreement also contained a stipulation that the carrier would return the employees to work promptly as the needs of the service required.

Hearing was held May 29, 1961, and the award rendered August 11, 1961.

The award provided for a 10-cent-per-hour increase effective October 1, 1960, and a further 8-cent-per-hour increase effective October 1, 1961, accompanied by a withdrawal of the union's vacation demand for the nonmechanical classifications. In the circumstances existing, the arbitrator found no award was necessary in regard to the stock clerk issue. The pass issue pertained to the union's request for additional pass privilege for personal and family travel by the general chairman in addition to the pass received for union business. This request was denied except to the extent that such passes are granted by the carrier to other employees on leave. The seniority issue was resolved by the parties without the need for a decision by the arbitrator.

During the course of the proceedings, an issue was raised regarding the treatment of employees on vacation during the strike. The contention being made that certain employees on vacation prior to the strike were penalized on their return by having their vacations extended or their vacation allowance reduced by the number of days of the strike.

On this point the arbitrator ruled that any employee who was on annual vacation during the period of the strike should be compensated for moneys lost as the result of the company's modification of suspension of his vacation rights by reason of the strike. This ruling was to be regarded as an interpretation of the memorandum of May 4, 1961, and not an interpretation of the collective-bargaining agreement.

Members of the Arbitration Board were Henry Miller, Jr., representing the carrier; Frank D. Lupton, representing the organization; and Martin I. Rose, neutral member selected by the parties and appointed by the National Mediation Board. Mr. Rose was selected Chairman of the Board.

Hearings commenced in St. Louis, Mo., on September 6, 1961. Prior to the close of the proceedings, the parties agreed to extend the time within which the Board would make its findings and render a decision to November 18, 1961. The award was rendered on November 1, 1961.

The question presented to the Board for decision was as follows:

Did the Carrier on or about September 19, 1960, under the terms of Memorandum Agreement No. 38 and applicable agreements between the parties, properly deny B. J. King the right to displace J. L. Stanley?

The issue raised by this question pertained to the seniority right of employees in the data processing center of the carrier.

The decision signed by a majority of the members of the Arbitration Board stated:

The Carrier, on or about September 19, 1960, under the terms of Memorandum Agreement No. 38 and applicable agreements between the parties, did properly deny B. J. King the right to displace J. L. Stanley.

ARB. 265.—*Missouri Pacific Railroad Co., Texas and Pacific Railway Co., and Texas & Pacific System Board of Adjustment of the Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees*

Members of the Arbitration Board were B. W. Smith, representing the carrier; A. H. Guesner, representing the organization; and Leo C. Brown, S.J., neutral member selected and appointed by the National Mediation Board. Leo C. Brown, S.J., was selected as Chairman of the Board.

Hearing was held October 3, 1961, in St. Louis, Mo.; the award was issued October 24, 1961.

The dispute in this arbitration arose by reason of a plan of coordination whereby accounting work of the Texas & Pacific Railway Co. at Dallas, Tex., was to be transferred to the general accounting offices of the Missouri Pacific Railroad Co. at St. Louis, Mo., where it would be merged, pooled, and consolidated with similar car accounting work then being performed in the general accounting offices of the Missouri Pacific.

The coordination or merger was to take place by application of the provisions of an agreement of May 21, 1936, commonly referred to as the Washington Job Protection Agreement. In the efforts to effectuate the provisions of that agreement, there was failure with respect to rates of pay of new positions which were to be established in the general accounting offices of the Missouri Pacific Railroad Co. at St. Louis.

The question presented to the Board for decision was:

Shall the rates of pay for the positions to be established at St. Louis be rates comparable to the rates presently paid on similar or like positions on the Missouri Pacific Railroad Co., or should the rates of pay be the same as the rates of pay paid on the positions on the Texas & Pacific Railway Co. listed to be abolished?

The award of the majority of the members of the Board was:

The rates of pay for the positions to be established at St. Louis shall be comparable to the rates of pay presently paid on similar or like positions on the Missouri Pacific Railroad Co.

ARB. 266 (Case No. A-6369).—*Pacific Northern Airlines, Inc., and the Air Line Pilots Association, International*

Members of the Arbitration Board were John A. Cunningham, representing the carrier; Horace A. Thornton, Jr., representing the organization; and Aaron Horvitz, neutral member selected by the parties and appointed by the National Mediation Board. Mr. Horvitz was selected as Chairman of the Board.

Hearing commenced January 18, 1962, in Seattle, Wash. The award was issued April 3, 1962; subsequently on May 5, 1962, an opinion of the Chairman was issued.

The opinion of the Chairman issued May 5, 1962, outlined the basis for and the rationale of the award which disposed of the following question presented to the Board :

What shall be the rate or rates of pay for Flight Officers as enumerated in Sections 3, 4, and 6 of the Basic Flight Officers Agreement dated May 26, 1959, as amended September 14, 1961, and the effective date or dates thereof.

The award provided for hourly pay effective January 1, 1961, on a scale from under 125 m.p.h., \$5 day; \$7.50, night flying to 450 m.p.h. up to but not including 475 m.p.h., \$8.75 day; \$11.25 night. Mileage pay effective January 1, 1961, at the rate of 2 cents for each mile flown; effective January 1, 1962, at the rate of 2.2 cents; and effective April 1, 1962, the rate for each mile flown would be 2.3 cents.

The award provided that the speed in computing mileage pay would be 155 m.p.h. for Douglas DC-3 equipment, 210 m.p.h. for Douglas DC-4 equipment, 300 m.p.h. for Lockheed 649-A-749 equipment, and 465 m.p.h. for Boeing B-720 equipment. Other sections of the award pertained to the computation of flying hours and increments for flying as first pilots.

ARB. 267 (Case No. A-6552).—*Western Weighing and Inspection Bureau and Trans-Continental Freight Bureau, North Pacific Coast Territory (Weighing and Inspection Department) and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees*

Members of the Arbitration Board were D. J. O'Connell, representing the carrier; C. L. Dennis, representing the organization; and Harold M. Weston, neutral member selected by the parties and appointed by the National Mediation Board. Mr. Weston was selected as Chairman of the Board.

Hearing commenced in Chicago, Ill., November 14, 1961. The award was issued December 12, 1961.

The question presented to the Board for decision was whether or not four fruit and vegetable inspector positions now on the Western Weighing and Inspection Bureau's Denver seniority roster may be transferred to the Trans-Continental Freight Bureau's Northern Pacific Coast Territory seniority roster.

The carrier maintained that the proposed transfers were desirable, otherwise the employees might be subject to undue expense and inconvenience. The organization did not oppose the transfer in and of itself, but maintained that employees on the roster of the Trans-Continental could be forced into inferior positions by the employees transferring from Western. It therefore insisted that the transfer should be accompanied by reasonable protective measures for the employees affected.

The Board in its award stated the transfer could be made at such time as the manner in which such transfer is to be made is agreed upon by the carriers and the organization. The Board, based upon the question as framed for the Board to decide, did not pass upon or determine the degree or form of protection that should be afforded employees adversely affected by the transfer.

ARB. 268 (Case No. A-6524).—*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 Harold T. Dworet, neutral member selected and appointed by the National Mediation Board.

Prior to the Board convening, the parties requested that the arbitration be withdrawn on the basis of an agreement signed by the parties disposing of the issues in dispute.

ARB. 269 (A-6237).—*New York Central Railroad Co. (Western District) and Brotherhood of Railroad Trainmen*

This arbitration board did not convene during the fiscal year 1962.

ARB. 270 (Case No. A-6616).—*Illinois Terminal Railroad Co. and System Federation No. 154, Railway Employees' Department, AFL-CIO*

Members of the Arbitration Board were A. E. Mester, representing the carrier; J. Taylor Soop, representing the organization; and Leo C. Brown, S.J., neutral member selected by the parties and appointed by the National Mediation Board. Father Brown was selected as Chairman of the Board.

Hearings commenced May 14, 1962, in St. Louis, Mo.; the award was rendered May 15, 1962.

The issue submitted to the Arbitration Board for decision was:

Shall the current agreement, dated at St. Louis, August 20, 1953, remain in effect, or shall carrier's proposal for change in said agreement be placed in effect. If agreement to be changed, effective date of such change to be indicated by the Board.

The memorandum agreement, dated August 20, 1953, provides, among other matters, that carrier's employees in the communication department shall remove and replace radio equipment in locomotives and shall perform (apart from exceptions noted in the agreement) all maintenance on radio equipment. The carrier advertised a vacancy for a radio repairman on July 14, 1961, but received no bid for the occupation. Thereupon, the carrier by bulletin abolished the position of radio repairman and took steps to have radio equipment repaired by an outside contractor. To bring its agreement with the organization into line with this new practice, the carrier, on October 11, 1961, served a section 6 notice upon the organization advising it that the carrier intended to cancel the memorandum agreement of August 20, 1953, and at the same time and as part of the section 6 notice, the carrier proposed adoption of a substitute memorandum agreement which would permit the carrier to contract out its radio repair work.

In support of its position the carrier argued that the employees defaulted in protecting the contested work by their failure to provide qualified employees. The organization replied that a temporary inability to provide a qualified man to maintain the radio equipment is not justification for abrogating the existing agreement, especially in view of the organization's willingness to authorize the carrier to have radio repair work performed off the property as long as there are no employees in the communication department qualified to perform such work.

The organization made a matter of record its offer to authorize the carrier in writing to contract out radio repair work as long as qualified employees are unavailable and its additional offer to permit electricians in the mechanical department to remove and replace radio equipment at terminals. In view of these concessions, a majority of the Board of Arbitration was of the opinion that the Board is not justified in approving an abrogation of the memorandum agreement of August 20, 1953.

The award of the Board was that the current memorandum agreement, dated at St. Louis on August 20, 1953, shall remain in effect.



Pursuant to a request of President Kennedy, April 16, 1962, Pan American World Airways, Inc., and the Air Line Pilots Association entered into an arbitration agreement April 17, 1962, to resolve a dispute respecting the reduction in crew complement on jet aircraft from four to three men. The arbitration agreement provided for a board of arbitration consisting of three neutrals. The neutrals were George W. Taylor, George Meany, and Edgar F. Kaiser. Mr. Taylor was selected as Chairman of the Board.

The dispute presented to the Board pertained to "the unresolved questions on the crew complement issue are the rate of transition to the three-man crew, the number of daily flight and duty hours when operating with the smaller crew, and the qualifications which will be required on the job which will replace the two jobs in question."

When making arrangements for the arbitration proceedings, the Board invited the Pan American chapter of the Flight Engineers' International Association to submit any statement or testimony it desired to offer regarding any interests of the Pan American flight engineers which might be affected directly or indirectly by the Board's decision of the "qualifications" issue in this case.

The flight engineers declined the invitation, stating they were not a party to arbitration agreement and were not present at nor a party to the lengthy negotiations and verbal agreements which immediately preceded the signing of the arbitration agreement.

The hearings commenced in Washington, D.C., May 10, 1962. The award was rendered May 21, 1962.

The decision of the Board was as follows:

#### I. QUALIFICATIONS

1. As long as the third seat in a three-man jet crew is filled by a flight engineer now actively employed as such by the company, the qualifications for the third seat in a three-man jet crew shall be a flight engineer certificate, plus those pilot qualifications specified in the Presidential Commission Report dated October 17, 1961, plus 2 hours of actual flight training in any four-engine piston aircraft of the company, plus 1 hour of actual flight training in jet aircraft. The flight training must be accompanied by adequate preparatory ground school and simulator training as contemplated in the report of the Presidential Commission.

2. Thereafter, the qualifications for the third seat in a three-man jet crew shall be a flight engineer certificate plus the qualifications of a third pilot as set forth in the labor agreement between Pan American World Airways, Inc., and ALPA.

3. Each flight engineer actively employed on the date of this award shall be afforded an option as to which of the following qualifications standards he will undertake to meet.

A. No qualifications other than the flight engineer certificate. The flight engineer making this choice will not be eligible for assignment to a three-man jet crew.

B. Those qualifications specified in the report of the Presidential Commission dated October 17, 1961, plus 2 hours flight training in any four-engine aircraft of the company and 1 hour on a jet aircraft. This flight training must be accompanied by adequate preparatory ground school and simulator training as contemplated in the report of the Presidential Commission. The satisfactory attainment of these qualifications will qualify the man for assignment to the third seat on a three-man jet crew, but not to advance to a pilot assignment. To be effective, this option must be exercised within 60 days after the date of this award. The timing of the training schedule is subject to determination by the company.

C. Training at the level of third-pilot qualifications specified in the labor agreement between Pan American World Airways, Inc., and ALPA. This option must be exercised within 30 days of attainment of the qualifications

specified in B above. The timing of the training schedule is subject to determination by the company.

## II. RATE OF TRANSITION

1. Before beginning the transition from four- to three-man flight deck crews on jet aircraft, the company must reemploy 150 pilots from the present furlough list. After the reemployment of this number, or the exhaustion of that list, whichever occurs first, it may then begin the transition process.

2. The company shall not furlough any pilot except where it can be shown that the furlough would have taken place in the absence of the transition from four- to three-man crews. Any dispute between the company and the union as to the reasons for a furlough under this provision shall be subject to final and binding arbitration.

3. The company may effect the transition either through the process of normal attrition or by reassignment of pilots. In the latter event, all pilots affected shall be guaranteed against furlough or reduction in earnings (including applicable increments) under the no-furlough rule. Each pilot so affected shall have the option to exercise his full seniority rights or to accept suitable ground or other employment. The company shall be obligated to reimburse such employee for any reasonable expenses incident to the exercise of his option, such as family moving expenses.

4. The method of achieving the transition from four to three crew members on jet aircraft shall be understood to apply also in the event the services of a navigator are no longer needed as a result of the installation by the company of a self-contained system of navigation approved by the FAA as one which dispenses with the requirement that a navigator must be carried on certain routes. Since there is not sufficient information available to the Board concerning the actual nature of such a navigational system to enable the Board to make any judgment as to the technical and industrial implications of its prospective introduction, this award does not foreclose the right of the parties to negotiate jointly concerning any adjustments of other problems and issues that may arise from such an innovation, when and if it occurs. All rights and protections afforded to pilots affected by the reduction from four to three crew members by reason of the exception to the "Third Pilot Memorandum" shall also apply in the event of a further transition by reason of the introduction of an approved self-contained system of navigation.

## III. FLIGHT AND DUTY HOURS

1. When the flight deck crew on jet aircraft is reduced from four men to three, the maximum scheduled flight deck duty time for pilots shall be 8 hours, except on flights where the third crew member position is occupied by a man holding a flight engineer's certificate who has satisfactorily completed the training required to meet the qualifications set forth in the Third Pilot Agreement. On such flights, the maximum scheduled flight deck duty time for pilots shall be 10 hours.

2. The maximum scheduled daily duty time shall be 16 hours for pilots on three-man jet crews.

## 2. EMERGENCY BOARDS—SECTION 10, RAILWAY LABOR ACT

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

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

This section further provides:

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

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

In some cases, the Emergency Boards have been successful through mediatory efforts in having the parties reach a settlement of the dispute, without having to make formal recommendations. In the majority of instances, however, recommendations for settlement of the issues involved in the dispute are made in the report of the Emergency Board to the President.

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

The parties to the dispute are not compelled by any requirement of the act to adopt the recommendations of an Emergency Board. When the provision for Emergency Boards was included in the Railway Labor Act, it was based on the theory that this procedure would further aid the parties in a calm dispassionate study of the controversy and also afford an opportunity for the force of public opinion to be exerted on the parties to reach a voluntary settlement by accepting the recommendations of such Board or use them as a basis for resolving their differences.

While there have been instances where the parties have declined to adopt Emergency Board recommendations and strike action has followed, the experience over the years has been that the recommendations of such Boards have contributed substantially to amicable settlements of serious controversies which might otherwise have led to far-reaching interruptions of interstate commerce.

Summarized below are the reports of Emergency Boards which were issued during the fiscal year ending June 30, 1962.

**EMERGENCY BOARD No. 137 (Case No. A-6360).**—*Certain carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees represented by the Railroad Yardmasters of America*

The Emergency Board created by the President, under Executive Order 10944, dated May 19, 1961, was composed of Harold M. Gilden, Chicago, Ill., Chairman; Rev. Leo C. Brown, St. Louis, Mo., and William H. Coburn, Washington, D.C., members.

The Board convened May 23, 1961, and hearings commenced May 29, at Washington, D.C.

Final arguments were heard by the Board June 19, 1961, at Chicago, Ill. The President approved the parties' request that the Board be granted an extension of time up to but not later than July 19, 1961, for filing its report. The report and recommendations by the Board were submitted to the President July 10, 1961. The issues involved in this dispute were based upon a notice dated October 1, 1959, served by the organization on the various carriers. This notice proposed

certain changes in the existing agreements between the organization and the carriers to provide wage increases, cancellation of cost-of-living clauses, supplemental sickness insurance benefits, and modification of vacation and holiday rules.

The carrier had served notice on the organization on or about October 19, 1959, proposing certain wage decreases, cancellation of cost-of-living provisions, and amendment of various rules.

These proposals and counterproposals were not settled either in direct negotiations or in the mediation proceedings under the auspices of the National Mediation Board, whereupon the RYA membership authorized a strike in support of its demands which was set for 6 a.m., May 22, 1960. The National Mediation Board, being advised of this strike date, notified the President that in its judgment the dispute substantially threatened to interrupt interstate commerce to such a degree as to deprive a section of the country of essential transportation service, whereupon the President on May 19, 1961, issued the Executive order creating this Emergency Board.

In summary the request of the organization was as follows:

1. *Holidays:*

Nine paid holidays per year at prorata rate and under certain circumstances time and one-half for required work on holidays.

2. *Vacations:*

Revision of existing vacation agreements to provide for more liberal vacations depending upon length of service, partial vacations for those who failed fully to meet the requirements of service in the preceding year, and revision of other rules concerning qualifications for vacations and treatment of a holiday falling in a vacation period.

3. *Supplemental sickness insurance:*

A request for sickness insurance to supplement the sickness benefits provided under the Railroad Unemployment Insurance Act.

4. *Wages:*

Cancellation of cost-of-living adjustment provisions of existing agreements, inclusion of past adjustments in basic rates, and an increase of \$50 per month in resulting rates.

The Carriers' proposals contemplated the following:

1. Cancellation of cost-of-living adjustments as of October 31, 1959, and a decrease of \$30 per month in all rates of pay October 31, 1959, and a further decrease of \$10 per month effective November 1, 1959.

2. Revise vacation rules effective 1960 so as to provide for an increase in the number of days of compensated yardmaster's service to qualify for a vacation.

The specific recommendations of the Board in regard to this dispute were as follows:

### RECOMMENDATIONS

The Board finds and recommends that the dispute committed to its investigation and report should be resolved as follows:

1. By including the cost of living allowances in effect on May 1, 1960 (\$34 per month), in the existing basic rates of pay.

2. By canceling the cost-of-living-adjustment provisions in existing agreements.

3. By increasing basic monthly rates in effect on June 30, 1960 (as adjusted under Recommendation No. 1 hereof), two percent (2%) effective July 1, 1960, and an additional two percent (2%) of the same base, effective March 1, 1961.

4. By agreeing that the cost-of-living adjustments of \$4 per month, effective November 1, 1960, and \$2 per month, effective May 1, 1961, respectively, shall be canceled, and that the amounts paid under said adjustments shall be deducted from the back pay accruing from the wage increases mentioned in Recommendation No. 3 hereof.

5. By agreeing that the increases recommended herein shall be effective from July 1, 1960, and March 1, 1961, as aforesaid, until November 1, 1961, and

thereafter until changed in accordance with the Railway Labor Act, and that no other wage increases or decreases shall be made effective before November 1, 1961.

6. Monthly rates of RYA yardmasters shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum (2,088) plus 28, divided by 12, will establish a new hourly factor ( $176\frac{1}{3}$ ), and overtime rates will be computed accordingly.

7. Yardmasters' monthly salaries shall not be reduced, because of a holiday not worked, in those instances where their jobs are blanked on that day.

8. That the parties incorporate into an agreement the substance of the following provisions to become effective with the calendar year 1962:

(a) An annual vacation of 2 weeks (10 working days) with pay for each yardmaster on a 5-day workweek who rendered compensated yardmaster service on not less than 110 days during the preceding calendar year (12 working days for each yardmaster on a 6-day workweek who rendered compensated service on not less than 132 days during the preceding calendar year).

(b) An annual vacation of 3 weeks (15 working days) with pay for each yardmaster on a 5-day workweek with 15 or more years of continuous service, who rendered compensated yardmaster service on not less than 100 days during the preceding calendar year (18 working days for each yardmaster on a 6-day workweek who rendered compensated service on not less than 120 days during the preceding calendar year).

(c) Payment for yardmaster work performed during a yardmaster vacation period shall be at the rate of time and a half in addition to vacation pay.

(d) Time lost by a yardmaster due to his sickness or injury shall be included in computing days of compensated service and years of continuous service for vacation qualification purposes, on the basis of a maximum of 10 such days for a yardmaster with less than 3 years of continuous service with the employing carrier; 20 such days for a yardmaster with 3 but less than 15 years of continuous service; and 30 such days for a yardmaster with 15 or more years of continuous service.

(e) Time spent in the Armed Forces of the United States by yardmasters who have either performed 7 months' service as such with the employing carrier, or have performed in a calendar year sufficient yardmaster service to qualify them for a vacation in the following year, shall be credited as qualifying service in determining the length of vacations for which they qualify upon their return to service as yardmasters with the employing carrier.

(f) On termination of the employment relationship, earned vacation allowances shall be paid to a yardmaster, if living, and, if not living, to his designated beneficiary, or surviving spouse or children, or to his estate.

(g) A prohibition against accumulating vacations or carrying over same from one vacation year to another.

(h) Cooperation on a local level in arranging vacation schedules and giving due regard to yardmaster preferences in seniority order.

9. By withdrawing any and all demands not consistent with the foregoing.

EMERGENCY BOARD No. 138 (Cases Nos. A-5904, A-6083).—*Southern Pacific Co. (Pacific Lines) and employees represented by The Order of Railroad Telegraphers*

The Emergency Board created by the President July 20, 1961, by Executive Order 10953, consisted of Harry H. Platt, Detroit, Mich., Chairman; Hubert Wyckoff, Watsonville, Calif., and Morrison Hand-saker, Easton, Pa., members.

The Board convened at San Francisco, Calif., and commenced hearings July 24, 1961. Due to the size of the record, the Board requested, and the parties agreed, to an extension of time for submitting its report to the President. This request was granted by the President and the Board filed its report and recommendations with the President September 15, 1961.

The dispute investigated by this Board began April 24, 1958, when the organization proposed to the carrier that the following rule should be adopted:

No position in existence on April 1, 1958, will be abolished or discontinued except by agreement between the carrier and the organization.

In direct conferences and subsequent mediation sessions, the parties were unable to reach agreement on this proposal. Before the mediation efforts were exhausted on May 5, 1959, the organization served a second notice proposing the following:

(a) Work and positions now or heretofore assigned to employees subject to this agreement shall not be assigned to employees not subject to this agreement.

(b) Any function performed by work now or heretofore done by employees subject to this agreement shall continue to be work subject to this agreement and done by employees covered by this agreement, irrespective of any change in the means or methods by which such function or work is performed.

(c) Positions occupied by employees and work performed by occupants of positions coming within the classifications now named or hereafter named in the agreement between the parties, belong to the employees establishing seniority under the agreement and neither position nor work will be removed from the jurisdiction of the organization except by mutual agreement.

(d) Any employee who is separated from the service in accordance with provisions of the agreement or who is deprived of employment through no fault of his own or due to a reduction in force will be granted severance pay in sufficient amount to guarantee him a minimum compensation of the equivalent of 5 days each week or 40 hours each week at the straight-time rate of the position last occupied for a period of time equal to the time he has had an employment relationship with the carrier with a minimum of 1 year. This compensation can be terminated within the limits named only by demise of the employee.

(e) Merger or the consolidation of positions may be effected only by mutual agreement between the parties. Any agreement to merge or consolidate positions shall contain, but not be limited to, the following provisions:

1. Locations or stations separate and distinct one from the other where one employee only and represented by the organization is stationed shall be involved.

2. Hours of service at each location shall be posted at each location.

3. Rate of pay of not less than 20 percent in excess of the higher rate position.

4. Transportation to be furnished by the carrier, except employees will not be required to travel on freight trains. If the occupant of the position volunteers to use his own means of transportation, mileage of 12 cents per mile will be paid, but one employee shall not bind his relief or successor in this respect. Traveling to be done within assigned working hours.

5. Any additional force at either location as needed shall be taken from the employees represented by the organization.

6. Allocation of the merged position and rights of the employee not used.

7. The occupant of the merged position shall be compensated under the rules of the agreement if work is performed by other employees at either location within or outside the assigned hours.

The following excerpts from the Board's recommendations outline the basic issue involved, the opinion of the Board and its specific recommendations for resolving the dispute.

The organization's proposals present issues which have long been a serious concern of railway management, railway labor, and the public. Essentially, the problem is the high rate of employee displacement caused by technological and organizational changes on the railroad and elimination of positions no longer considered by the carrier to be useful or necessary. To protect its members from the impact of such changes, the organization proposes that no job or position which existed on April 1, 1958, will be abolished or discontinued except by mutual agreement of the parties. The issue thus raised is not a new one; nor is the problem confined to the railroad industry. Labor Secretary Arthur J. Goldberg recently stated:

"The issue being joined in our economy today—one that is present in some form in every major industrial negotiation—is simply stated: How can the necessity for continued increases in productivity, based upon labor-saving techniques, be met without causing individual hardship and widespread unemployment?"<sup>1</sup>

\* \* \* \* \*

In the opinion of the Board, the parties should, through the process of collective bargaining, agree on protective measures for employes in the telegrapher class who are adversely affected by technological and organizational changes on this railroad. This would extend the principle of job protection which the parties subscribed to in the Washington agreement so as to cover employes who may be adversely affected by other actions than consolidation and abandonment. Specifically, the protection thus extended would cushion the impact on employes of technological and organizational changes. In the context of the times we think the extension is justified. There is little difference between displacement caused by technological and organizational change and that caused by consolidation and line abandonment. For they produce the same conditions of personal hardship, dislocation, and income insecurity. The essential objective of our national transportation policy, as we have noted, is to achieve an adequate, economical, and efficient railroad transportation system. We believe this national policy comprehends as well the stability of railroad employment and fair and reasonable treatment of railway employes. It cannot seriously be urged that there is no relationship between just and reasonable treatment of railroad employes and maintenance of an adequate, efficient transportation system. Certainly, the Congress was cognizant of this; it recognized "that just and reasonable treatment of railroad employes is not only an essential aid to the maintenance of a service uninterrupted by labor disputes, but that it promotes efficiency, which suffers through loss of employe morale when the demands of justice are ignored."<sup>2</sup>

In summary, the Board finds and recommends that the dispute committed to its investigation and report be resolved in this manner:

1. The organization's proposal of April 24, 1958, should be withdrawn.
2. Paragraphs (a), (b), (c), and (e) of the organization's proposal dated May 5, 1959, should be withdrawn.
3. The parties should explore more feasible approaches to regularization of employment and endeavor to reach agreement on a job stabilization program for employes in the telegrapher class.
4. The parties shall, as a minimum, incorporate a rule into the agreement which would require reasonable advance written notice by the carrier to the organization of any contemplated station closing, job abolishment, or material change in work methods involving employes covered by the agreement. The rule should further require joint discussion of the manner in which and the extent to which employes represented by the organization may be affected by such abandonments or changes, with a view to avoiding grievances arising out of the terms of the existing agreement and minimizing adverse effects upon the employes involved.
5. The parties should negotiate an agreement on protective measures for employes who are adversely affected by technological and organizational changes. Such protective measures should not apply to employes temporarily laid off due to seasonal and cyclical fluctuations. The measures should afford protection for a period of time to employes who suffer reduced pay or unemployment as a result of technological and organizational changes and reimbursement for moving expense and property loss to employes forced to move as a result of the changes, and in general should comprehend the protection afforded by the Washington Job Protection Agreement, reduced as to dismissed employes to the extent that they receive compensation in other employment or under unemployment insurance laws.

EMERGENCY BOARD No. 139 (Cases Nos. A-6380, A-6400).—*The Pullman Co. and the Chicago, Milwaukee, St. Paul & Pacific Railroad Co. and the Order of Railway Conductors & Brakemen*

September 1, 1961, the President by Executive Order 10963 created, pursuant to section 10 of the Railway Labor Act, an Emergency Board to investigate and report on two separate but related

<sup>1</sup> "Challenge of Industrial Revolution II," N.Y. Times Magazine, Apr. 2, 1961, p. 11.

<sup>2</sup> *United States v. Lowden*, 308 U.S. 225.

labor disputes involving the Pullman Co. and certain of its employees represented by the Order of Railway Conductors & Brakemen and the Chicago, Milwaukee, St. Paul & Pacific Railroad Co. and certain of its employees represented by the Order of Railway Conductors & Brakemen.

The Board composed of David H. Stowe, Bethesda, Md., Chairman; Byron R. Abernethy, Lubbock, Tex.; and H. Raymond Cluster, Baltimore, Md., convened September 11, 1961, in Chicago, Ill., and commenced hearings which terminated October 18, 1961. Because of the extended hearings and the size of the record, the Board found it necessary to request extension of the legal time limit within which it was required to make its report to the President. The parties agreed to and the President approved requested extensions to December 15, 1961. The Board made its report and recommendations to the President December 11, 1961.

This dispute arose out of section 6 notices served by the organization on both companies to revise rates of pay. The companies were advised that should they serve counterproposals upon the organization, the organization reserved the right to amend its proposal, to propose new rules, or eliminate or change any of the rules in the current agreement. Subsequently, both parties gave notice of their desire to make rule changes. December 5, 1960, with the assistance of the National Mediation Board, an agreement was reached with both carriers disposing of the wage issue raised by the organization. The rule proposals remained unresolved.

During the course of the hearing before the Emergency Board, nine issues involving the Pullman Co. were resolved. There remained 25 issues in the Pullman Co. dispute and 13 issues in the Milwaukee Railroad dispute. Separate recommendations were made for each carrier. In summary, the issues fell into the following categories:

- (1) Basic month.
- (2) Job stabilization.
- (3) Conductors work.
- (4) Grievances and claims.
- (5) Miscellaneous demands.

The two issues of major concern involved the basic month and job stabilization.

In regard to basic month, the report indicated that the organization's purpose in making this proposal was to establish a workweek for conductors more nearly comparable to the 40-hour workweek now prevalent throughout most of the railroad industry, and thereby also to provide additional jobs for conductors now on furlough.

On this issue the Board concluded that the organization's request for a basic month of 180 hours was a reasonable and justified demand, and the recommendation was made that the basic month be reduced from 205 hours to 180 hours, and such other changes be made as necessary to make other rules in the agreement conform thereto.

The second major issue before the Board—job stabilization—was based on a proposal by the organization for a new rule to provide in effect that no conductor shall be furloughed, dismissed, or placed in a worse condition with respect to his rate of pay, rules, or working conditions, because of the termination, cancellation, or modification of any contract between the Pullman Co. and any railroad, or because of the merger, consolidation, transfer, or abandonment of any rail-



road. Further, the proposed rule provided that if the number of positions were reduced as a result of any of the actions indicated above, the company would establish a like number of positions on the remaining operations. Also, if for any reason a Pullman conductor is discontinued and no other conductor position is available, then the displaced conductor shall be entitled to the benefits of the Washington Job Protection Agreement of 1936.

The Board after analysis of the intent and effect of these proposals and the singular position of the Pullman Co. whereby any railroad user of pullman service may, on proper notice, terminate its use of Pullman service, reclaim the sleeping cars owned by it and operate these cars itself, a decision by the railroad over which the Pullman Co. has no control, recommended that the organization's proposal be withdrawn.

Identical recommendations on these two major issues were made in regard to the Milwaukee Road. In addition, the Board suggested the organization and the Milwaukee Road enter into a standby agreement pending the outcome of the Pullman case.

Other items included recommendations by the Board that—

(a) The company's proposal for a retirement plan should be withdrawn; the parties should negotiate an agreement rule which provides for compulsory retirement of conductors with the retirement age reduced to age 65 by the end of a 5-year period.

(b) The organization's proposals pertaining to the conductor's authority to vacate coach passengers and the receipt of instructions by railroad officials be withdrawn but that the company revise its Book of Instructions to incorporate certain recommendations.

(c) Other items proposed by the parties should be withdrawn.

EMERGENCY BOARD NO. 140 (Case No. A-6537).—*Trans World Airlines, Inc., and employees represented by the Transport Workers Union of America, AFL-CIO*

The Emergency Board created under the President's Executive Order 10965, issued October 5, 1961, consisted of Saul Wallen, Boston, Mass., Chairman; Emanuel Stein, member; and Israel Ben Scheiber, member, both of New York, N.Y. The Board's report and recommendations to the President were submitted November 3, 1961.

The dispute between the parties arose out of the threat to the continued employment of navigators posed by the probable introduction of an electronic navigation device known as the Doppler and Loran system. The union demanded provisions in a new collective agreement to insure the continued employment of navigators despite the introduction of this device.

Also in dispute were demands for enlarged severance pay allowances, supplementary retirement benefits, certain amendments to the seniority provisions, and minor adjustments in regulations governing rates of pay.

The Emergency Board recommended denial of the union's demand to insure the continued employment of navigators on the aircraft even though the development of new means of navigation would make their employment superfluous. The Board, after discussing the fluid state of technology in the industry said, "In a situation so fraught with uncertainty this Board would be ill-advised to recommend the adop-

tion of a clause which would freeze a crew complement by more restrictive language than that contained in the present provision."

The Board recommended liberalization of the present contract's severance pay provisions to provide severance pay in the amount of 1 month's pay for each year of employment of navigators with up to and including 12 years of service; 14 months' pay for employees with 13 years' service; and 1 additional month of severance pay for each additional year of service, provided, however, that no employee shall be entitled to severance compensation in excess of \$25,000.

Recognizing that the employees were all long-term employees of TWA and that there would be little or no market for their special skills, the Board recommended the establishment of a fund for the retraining of the men. In addition, the Board urged the company to engage professional vocational counselors to provide guidance to the displaced employees in the selection of new careers. Provisions were also recommended for the placement of navigators in other jobs within the company.

EMERGENCY BOARD No. 141 (Case No. A-6246).—*Reading Co. and employees represented by the International Organization of Masters, Mates & Pilots, Local No. 14*

The Emergency Board created under Executive Order 10969 issued by the President October 11, 1961, consisted of Joseph Shister, Buffalo, N.Y., Chairman; Lloyd H. Bailer, New York, N.Y., and Edward A. Lynch, Washington, D.C., members.

The Board formally convened on October 24, 1961. At formal and informal meetings with the carrier and the organization, the Board encouraged the parties to reach a settlement of the dispute involving wage rates and working conditions, and the Board assisted them in resolving their differences. As a result, on November 6, 1961, the Board was advised that the representatives of the parties had executed a written agreement on November 2, 1961, resolving all the disputed issues subject only to ratification by the membership of the Organization. The Board, therefore, deemed it advisable to await ratification before making its report to the President. In consequence, with the concurrence of the parties, the President extended the date for the filing of its report. The agreement of November 2, 1961, was ratified and the dispute was thus resolved. The Board's report which was filed with the President December 5, 1961, included a copy of the agreement between the parties settling the dispute.

EMERGENCY BOARD No. 142 (Case No. A-6407).—*Trans World Airlines, Inc., and employees represented by the Air Line Pilots' Association, International*

The Emergency Board created under Executive Order 10971 issued by the President November 1, 1961, consisted of Patrick J. Fisher, Indianapolis, Ind., Chairman; Donald Straus, New York, N.Y., and Morrison Handsaker, Easton, Pa., members.

The Board convened in Kansas City, Mo., November 27, 1961, held hearings through December 6, 1961. The parties agreed and the President consented to an extension of time within which the Board was to file its report and recommendation.

The report which was issued December 15, 1961, recommended that jet aircraft crews should be reduced from four to three in accordance with previous recommendations by other governmental agencies and emergency boards. The Board refused to make recommendations on more than a dozen other issues declaring that no effective bargaining

will, in the opinion of the Board, take place on the remaining issues until the crew complement and credited hours of flight-time issues are disposed of.

**EMERGENCY BOARD No. 143** (Case No. A-6328).—*Pan American World Airways, Inc., and employees represented by the Air Line Pilots' Association International*

The Emergency Board created under Executive Order 10975 issued by the President November 10, 1961, consisted of Leo C. Brown, S.J., St. Louis, Mo., Chairman; Arthur M. Ross, Beverly, Calif., and Eli Rock, Philadelphia, Pa., members.

The Board convened in New York, N.Y., November 29, 1961, and held hearings until December 6, 1961. The report and recommendations were submitted to the President December 10, 1961.

The previous agreement between the company and the pilots was not renewed in direct negotiations or mediation. After negotiations had failed to achieve a new agreement, the parties endeavored to resolve their differences through a private "factfinding" procedure suggested by the National Mediation Board, with Mr. David L. Cole of Paterson, N.J., serving as the neutral.

This process did not result in agreement because of complexities introduced by the crew complement issue, which was being studied by a separate Presidential Commission headed by Prof. Nathan P. Feinsinger of the University of Wisconsin.

The Board made two basic recommendations in its report to the President. The first is that the parties should immediately resume the "factfinding" proceeding which was about to enter its crucial stage when recessed in October 1961. The second is that they should accept and implement the recommendations of the Feinsinger Commission issued May 24 and October 17, 1961, which had been endorsed by President Kennedy.

**EMERGENCY BOARD No. 144** (Case No. A-6289).—*Eastern Air Lines, Inc., and employees represented by the Flight Engineers International Association*

The Emergency Board created under Executive Order 11006 issued by the President February 22, 1962, consisted of Theodore W. Kheel, New York, N.Y., Chairman; Paul N. Guthrie, Chapel Hill, N.C., and Byron R. Abernethy, Lubbock, Tex., members.

The Board requested and was granted permission by the President to extend the time limit within which to make its report until May 1, 1962. Hearings were held in Miami Springs, Fla., and New York, N.Y., between March 26 and April 13, 1962. The report and recommendations were submitted to the President May 1, 1962.

Issues presented to the Board pertained to the crew complement issue, general wage rates, hours of service, grievance procedure, and miscellaneous issues on items such as sick leave and duration of agreement.

Insofar as the crew complement issue was concerned, the Board strongly endorsed the recommendations of the Feinsinger Commission, issued May 24 and October 17, 1961, and recommended that the parties include provisions in a new agreement which would fully implement these recommendations 30 days after the Air Line Pilots Association reached a similar agreement with the carrier.

The Board divided its recommendations on wages into two periods. For the retroactive period, April 1, 1960, when the contract now being replaced expired, through March 31, 1962, the Board recom-

mended that the company grant to its flight engineers a wage increase in exactly the same percentage as the company voluntarily granted to its captains in 1960 for essentially the same contract term. This represented a total retroactive wage adjustment of 10.82 percent of the rates of the flight engineers established in their 1958 contract, distributed in successive increments of 8.32 percent, 1.25 percent, and 1.25 percent over a period of 2 years beginning April 1, 1960. This increase, although exactly the same as that earlier granted to the captains by the company, was below the increases, designed to eliminate an intraplant inequality with the captains, which the company granted to the copilots during the same period.

In the interest of achieving a period of stability in labor relations on the properties of Eastern Air Lines, the Board recommended that the new agreement be of 2 years' duration, with no reopener, expiring April 1, 1964.

For this period, the Board recommended wage increases, based on considerations of productivity, cost of living, and relationships of personnel within the cockpit, of 3 percent effective April 1, 1962, and 3 percent effective April 1, 1963.

The Board rejected the association's demand for a reduction in hours to 75 on turboprop and 70 hours on turbojet aircraft. It recommended adoption of a sick leave plan similar to the plan previously granted to the pilots' organization.

**EMERGENCY BOARD No. 145 (Case No. A-6627).—Akron & Barberton Belt Railroad and other carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and employees represented by 11 Cooperating Railway Labor Organizations**

The Emergency Board created under Executive Order 11008 issued March 3, 1962, by the President consisted of Saul Wallen, Boston, Mass., Chairman; Edward A. Lynch and Lawrence E. Seibel, both of Washington, D.C., members. The President approved the Board's request for an extension of time within which to complete its work. The hearings were conducted in Chicago and Washington. The report and recommendations were submitted to the President May 3, 1962.

The Eastern, Western, and Southeastern Carriers' Conference Committees appearing before the Board represented some 212 line-haul railroads and certain terminal and switching companies. The 11 cooperating railway labor organizations represented approximately a half million nonoperating employees of various crafts or classes.

The issues presented to the Board were based upon "section 6 notices" served by the parties on each other requesting revisions of existing agreements. The organizations proposed a 25-cent-per-hour wage increase in all existing rates of pay and 6 months' advance notice to employees affected in the event of any reduction in forces or the abolition of positions, except in certain emergency situations. The carriers, on the other hand, proposed a reduction in the rates of pay and elimination of all rules and provisions which require more than 24 hours' advance notice prior to abolition of positions or reduction of forces.

The Board in its report recommended an increase in rates of pay existing on November 1, 1961; of 4 cents per hour effective February 1, 1962, plus a 2½-percent increase effective May 1, 1962. It further recommended that no further revision of rates of pay be requested until May 1, 1963.

The Board rejected the organizations' request for 6 months' notice regarding abolishment of jobs, and recommended in lieu thereof that the parties negotiate a rule requiring not less than 5 working days' advance notice to regularly assigned employees (not including casual employees or employees who are substituting for regularly assigned employees) whose positions are to be abolished before reductions in force are to be made, subject to shorter notice, however, in emergency situations outlined in article VI of the agreement between the parties of August 21, 1954.

In addition, the Board recommended that a triparty committee be established to study and report to the parties by July 1, 1963, with respect to the feasibility of a job evaluation program for nonoperating railroad jobs together with proper safeguards to insure that incumbents of such jobs will not be prejudiced by the installation of a job evaluation program.

EMERGENCY BOARD NO. 146 (Case No. A-6406).—*Trans World Airlines, Inc., and employees represented by the Flight Engineers' International Association*

The Emergency Board created under Executive Order 11011 issued March 20, 1962, by the President consisted of James C. Hill, New York, N.Y., Chairman; Thomas C. Begley, Cleveland, Ohio, and Arthur W. Sempliner, Detroit, Mich., members. The Board convened in New York City April 3, 1962, and conducted hearings through April 18. During the course of the hearings, the parties requested and the President approved an extension of the time limits within which the Board would submit its report and recommendations. The report and recommendations were submitted to the President May 1, 1962.

Issues presented to the Board in addition to the crew complement problem included the organization's request for a wage increase, changes in working conditions pertaining to flight schedules, credit for time on duty, vacations and sick leave.

The Board recommended that the Feinsinger Commission proposals relating to the crew complement issue should be accepted by the parties.

A wage increase covering a 3-year period was recommended by the Board, as follows: (1) 5 percent effective January 1, 1961; (2) 5 percent effective January 1, 1962; and (3) 3 percent effective January 1, 1963. The Board rejected a request by the association for reduction in flight-hours.

Other recommendations were made relating to flight scheduling, training pay, deadhead time, vacation schedules, sick leave, and insurance benefits.

EMERGENCY BOARD NO. 147 (Cases A-5696 and A-5739).—*Chicago & North Western Railway Co., and the Order of Railroad Telegraphers*

The Emergency Board created under Executive Order 11015 signed by the President April 23, 1962, consisted of Arthur M. Ross, Berkeley, Calif., Chairman; Paul D. Hanlon, Portland, Oreg., and Charles C. Killingsworth, East Lansing, Mich., members.

The Board convened in Chicago, Ill., and held hearings from April 30 to May 2 and from May 9 to May 17, 1962. Final arguments were

<sup>1</sup> The Board's report and recommendations in this case also covered the Chicago, St. Paul, Minneapolis & Omaha Ry. Co., now a subsidiary of the Chicago & North Western Ry. Co., upon which the organization had served an identical but separate demand under date of Dec. 19, 1957.

made at San Francisco, Calif., May 26, 1962. The parties requested and the President granted an extension of time within which the Board would submit its report. The report and recommendations were presented to the President June 14, 1962.

In December 1957, the telegraphers' organization served notice on the carrier, under the provisions of section 6 of the Railway Labor Act, requesting that the current bargaining agreement between the parties be amended by adding the following rule: "No position in existence on December 3, 1957, will be abolished or discontinued except by agreement between the carrier and the organization."

The Carrier contended that this demand was not a bargainable issue, but the Supreme Court held in April 1960 that it constituted a proper subject for bargaining. A stalemate on the merits of the issue, and a strike set for April 24, 1962, led to the appointment of the Emergency Board.

The Board found that rapid job eliminations in telegrapher classes on the North Western, beginning in 1956, did create substantial hardship for numerous employees. The Board disapproved the Telegraphers' demand on the ground that it would seriously impair efficiency and would represent an undesirable approach to job security. "The retention of unnecessary positions is not an acceptable form of job security," the Board stated.

The report declared that displacement of workers, uprooting of families, and obsolescence of skills must be counted among the full social costs of economic change. It continued:

We do not believe that economic progress can or should be curtailed in order to avoid these human costs. The sounder approach is to cushion the impact upon individuals and families, prevent excessive personal hardships, and assist employees in making successful adjustments.

The Board therefore proposed a full program of employee protection as an alternative to the organization's demand. Among the specific recommendations were the following:

1. Ample notice of intended position eliminations, to permit full consultation between the parties and advance planning of worker adjustments.
2. A guaranteed 40-hour workweek for "extra board" telegraphers.
3. Measures to maintain earnings and fringe benefits of affected employees, along the lines of the Washington Job Protection Agreement which comes into play in the event of railroad mergers and consolidations.
4. Special provisions for unemployment compensation and termination pay.
5. Payment of moving expenses and protection against real estate losses.
6. A program of training and retraining to broaden the qualifications of present employees and facilitate the return of previously trained telegraphers.

## **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 28-year period 1935-62. During the last fiscal year one new additional agreement in the airline industry was filed with the Board. A total of 5,221 agreements are on file in the Board's office; of these, 286 are with air carriers.

In addition to the agreements indicated above, the Board received 989 revisions and supplements to the agreements previously filed with the Board.

### **2. NOTICES REGARDING CONTRACTS OF EMPLOYMENT**

Section 2, eighth, of the Railroad 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

employees. Such notices shall not be hidden by other papers or otherwise obscured from view.

After the air carriers were brought under the Railway Labor Act by the April 10, 1936, amendment the Board issued its Order No. 2 directed to air carriers which had the same substantial effect as Order No. 1. Poster MB-1 is applicable to rail carriers while poster MB-6 has been devised for air carriers. In addition to these two posters, poster MB-7 was devised to conform to the January 10, 1951, amendments to the act. This poster should be placed adjacent to poster No. MB-1 or MB-6. 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 1962, the Board was called upon to interpret the terms of two mediation agreements, which added to the five requests on hand at the beginning of the fiscal year made a total of seven under consideration. At the conclusion of the fiscal year five requests had been disposed of while two were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 94 cases under the provisions of section 5, second, of the Railway Labor Act, as compared to a total of 3,719 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 28 years the Adjustment Board has been in existence, it has received a total of 58,284 cases, and has disposed of 51,823. At the close of the fiscal year 1962, the Board had on hand 6,461 unadjusted cases, which was an increase of 493 over those on hand at the close of the previous year. Reference to table 9 in this report shows that a total of 997 cases were disposed of during the fiscal year 1962 by decision, and that 383 were withdrawn. New cases received during fiscal year 1962 numbered 1,873, compared with 1,870 in fiscal 1961.

### 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 48 new special boards of adjustment. Approximately 3,100 cases which normally would have been presented to the National Railroad Adjustment Board were disposed of by special boards of adjustment during the past year.

### 4. AIRLINE ADJUSTMENT BOARDS

There is no national adjustment board for settlement of grievances of airline employees as for railway workers. Section 205 of the amended act provides for establishment of such a board when it shall be necessary in the judgment of the National Mediation Board.

Although these provisions have been in effect since 1936, the Board has not deemed a national board necessary.

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

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

## VIII. ORGANIZATION AND FINANCES OF THE NATIONAL MEDIATION BOARD

### 1. ORGANIZATION

The National Mediation Board replaced the U.S. 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 consists 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

Wm. 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, 1965.
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

For the fiscal year 1962 the Congress appropriated \$1,804,000 for administration of the Railway Labor Act; in addition, an amount of \$15,000 was made available from the Emergency Fund of the President to defray expenses incurred by Emergency Boards created by Executive order.

Obligations and expenses incurred for the various activities of the Board were as follows: Mediation, \$584,381; voluntary arbitration and Emergency Boards, \$420,820; adjustment of railroad grievances, \$805,573.

Accounting of all moneys appropriated by Congress for the fiscal year 1962, 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, 447, 708
Travel and transportation of persons-----	205, 790
Rent, communications, and utilities-----	61, 345
Printing-----	64, 811
Other services-----	13, 140
Supplies and materials-----	11, 181
Equipment-----	6, 799
 Total-----	 1, 810, 774
Unobligated balance-----	8, 226
 Amount available-----	 1, 819, 000

## APPENDIX A

### NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

MILLER, D. A., *Chairman*  
CARTER, P. C., *Vice Chairman*

BAGWELL, C. E. <sup>1</sup>	JONES, W. B.
BARNES, C. R.	KEALEY, C. W.
BORDWELL, H. V.	KOHLER, H. C.
BURTNESS, H. W.	LOSEY, T. E.
BUTLER, F. P. <sup>2</sup>	MAGILL, J. E. <sup>4</sup>
CARLISLE, J. E.	MCDERMOTT, E. J. <sup>5</sup>
CARROLL, R. A.	MEYERS, W. R.
CASTLE, W. H.	ORNDORFF, GERALD
CONWAY, C. A.	REESER, H. J.
DEANE, A. H. <sup>3</sup>	RYAN, W. J.
DUGAN, D. S.	STENZINGER, R. E. <sup>6</sup>
FERN, B. W.	STRUNCK, T. F.
HAGERMAN, H. K.	TAHNEY, J. P.
HAINES, J. B.	WACHOWIAK, R. H.
HICKS, D. H.	WHITEHOUSE, J. W.
HORSLEY, E. T.	WOLFE, J. R.
HUMPHREYS, P. R.	ZINK, J. B.

#### *Supplemental Board*

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

*Accounting for all moneys appropriated by Congress for the fiscal year 1962, 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 ----- \$797, 573

#### Expenditures:

Salaries of employees-----	\$384, 933
Salaries of referees-----	240, 496
Personnel benefits-----	33, 360
Travel expenses (including referees)-----	41, 577
Transportation of things-----	184
Communication services-----	12, 779
Printing and reproduction-----	58, 619
Other contractual services-----	2, 757
Supplies and materials-----	7, 742
Equipment -----	6,199

Total expenditures----- <sup>1</sup>788, 646

Unexpended balance ----- 8, 927

<sup>1</sup> Does not include \$16,927 transferred to General Services Administration, Public Buildings Service.

<sup>1</sup> Replaced C. E. Goodlin.

<sup>2</sup> Replaced T. F. Strunck who replaced J. F. Mullen, retired.

<sup>3</sup> Replaced W. F. Euker who replaced F. J. Goebel, deceased.

<sup>4</sup> Replaced J. K. Hinks, retired.

<sup>5</sup> Replaced R. W. Blake, retired.

<sup>6</sup> Replaced E. W. Wiesner, retired.

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

Name	Title	Salary paid	Duties
Howard, Leland.....	Administrative officer.	\$11,689.60	Subject to direction of Board, administers its governmental affairs.
Dillon, Mary E.....	Secretary.....	6,520.00	Secretarial, accounting, and auditing.
Larson, George.....	Clerk.....	4,913.60	Clerical.

**FIRST DIVISION**

MacLeod, John M.....	Executive secretary...	\$11,370.08	Administration of affairs of division and subject to its direction.
Killeen, Eugene A.....	Assistant executive secretary.	6,720.00	Assists executive secretary.
Ellwanger, D. M.....	Secretary (confidential assistant).	6,510.40	Secretarial, stenographic, and clerical.
Smith, Margaret J.....	do.....	6,510.40	Do.
Fostof, Evelyn F.....	do.....	6,364.80	Do.
Roudebush, Ethel A.....	do.....	6,361.60	Do.
Smith, Joan M.....	do.....	6,364.80	Do.
Williams, Margaret.....	do.....	6,355.20	Do.
Bathurst, Pauline E.....	do.....	5,977.60	Do.
Morgan, Ruth B.....	do.....	5,952.00	Do.
LeBeau, Nancy E.....	Secretary (administrative assistant).	5,862.40	Do.
Benard, Yolanda D.....	Secretary (confidential assistant).	5,568.00	Do.
Howat, Helen S.....	do.....	5,497.60	Do.
Dolan, Avis A.....	Clerical assistant.....	5,472.00	Clerical.
Pett, Lawrence H.....	Clerk.....	4,452.80	Do.
Stump, Terrence P.....	do.....	3,826.80	Do.

**REFEREES**

Daugherty, Carroll R., 44½ days at \$100 per day.	-----	\$4,450.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Gray, Walter L., 71 days at \$100 per day.	-----	7,100.00	Do.
Hanlon, Paul D. 48¾ days at \$100 per day.	-----	4,875.00	Do.
Murphy, Francis B., 101½ days at \$100 per day.	-----	10,150.00	Do.
Seidenberg, Jacob, 90½ days at \$100 per day.	-----	9,050.00	Do.

**SECOND DIVISION**

Sassaman, H. J.....	Executive secretary...	\$10,520.00	Administration of affairs of division and subject to its direction.
Groble, Agatha E.....	Secretary (confidential assistant).	6,510.40	Secretarial, stenographic, and clerical.
Lindberg, R. L.....	do.....	6,510.40	Do.
Morrison, M. E.....	do.....	6,510.40	Do.
Shaughnessy, M. V.....	do.....	6,510.40	Do.
Vought, Marcella R.....	do.....	6,510.40	Do.
Williams, Dorothy M.....	do.....	6,510.40	Do.
Fontaine, D. T.....	Secretary (administrative assistant).	6,364.80	Do.
Thomas, Cecelia G.....	Secretary (confidential assistant).	6,364.80	Do.
Bulis, Eugenia.....	do.....	5,715.20	Do.
Hagerman, Beverly J.....	do.....	433.44	Do.
Martin, Barbara J.....	do.....	5,366.40	Do.
Sabine, Louise.....	do.....	4,856.80	Do.
Powers, Jeff.....	Administrative assistant.	5,246.40	Clerical.
Brasch, Rosemarie.....	Clerk-typist.....	4,123.20	Typing and clerical.



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

**REFEREES**

Name	Title	Salary paid	Duties
Anrod, Charles W., 69¾ days at \$100 per day.	-----	\$6,975.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Bailer, Lloyd H., 7½ days at \$100 per day.	-----	750.00	Do.
Carey, James P., Jr., 4 days at \$100 per day.	-----	400.00	Do.
Daugherty, Carroll R., 32½ days at \$100 per day.	-----	3,250.00	Do.
Doyle, William, 9 days at \$100 per day.	-----	900.00	Do.
Johnson, Howard A., 127¾ days at \$100 per day.	-----	12,775.00	Do.
Stone, Mortimer, 29 days at \$100 per day.	-----	2,900.00	Do.
Watrous, Wilmer, 6¾ days at \$100 per day.	-----	675.00	Do.

**THIRD DIVISION**

Schulty, S. H. ....	Executive secretary ...	\$9,235.20	Administration of affairs of division and subject to its direction.
Anderson, L. C. ....	Secretary (confidential assistant).	6,510.40	Secretarial, stenographic, and clerical.
Balskey, C. V. ....	do. ....	6,510.40	Do.
Glenn, Allise N. ....	do. ....	6,510.40	Do.
Smith, Lois E. ....	do. ....	6,373.20	Do.
Frey, Catherine E. ....	do. ....	6,364.80	Do.
Johnson, Carol A. ....	do. ....	6,364.80	Do.
Swanson, Ronald A. ....	do. ....	6,364.80	Do.
Vorphal, Joan A. ....	do. ....	6,086.40	Do.
LaChance, K. V. ....	do. ....	5,638.40	Do.
Cech, Delores J. ....	do. ....	5,446.56	Do.
Paulos, Angelo W. ....	Administrative assistant.	5,359.60	Clerical.
Smith, K. M. ....	Clerk-stenographer ....	4,350.40	Stenographic and clerical.
Telma, Loretta A. ....	do. ....	3,666.00	Do.
Czerwonska, V. C. ....	Clerk-typist. ....	4,370.00	Typing and clerical.
Mueller, Martin E. ....	Clerk. ....	3,767.40	Clerical.

**REFEREES**

Ables, Robert J., 17 days at \$100 per day.	-----	\$1,700.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Bailer, Lloyd H., 37 days at \$100 per day.	-----	3,700.00	Do.
Bakke, Norris C., 5¾ days at \$100 per day.	-----	575.00	Do.
Begley, Thomas C., 59 days at \$100 per day.	-----	5,900.00	Do.
Daly, J. Harvey, 114½ days at \$100 per day.	-----	11,450.00	Do.
Elkouri, Frank, 1½ days at \$100 per day.	-----	150.00	Do.
Fleming, Joseph E., 3½ days at \$100 per day.	-----	350.00	Do.
Harwood, Ben, 83 days at \$100 per day.	-----	8,300.00	Do.
Johnson, Howard A., 3 days at \$100 per day.	-----	300.00	Do.
LaBelle, D. E., 122 days at \$100 per day.	-----	12,200.00	Do.
Larkin, John Day, 11½ days at \$100 per day.	-----	1,150.00	Do.
Levinson, Jerome A., 37½ days at \$100 per day.	-----	3,750.00	Do.
McMahon, Donald F., 23 days at \$100 per day.	-----	2,300.00	Do.
Miller, Wesley, 49½ days at \$100 per day.	-----	4,950.00	Do.
Mitchell, Richard F., 49½ days at \$88.30 per day.	-----	4,370.85	Do.
Rock, Donald A., 41¾ days at \$100 per day.	-----	4,175.00	Do.

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

REFEREES—Continued

Name	Title	Salary paid	Duties
Rose, Martin L., 58 days at \$100 per day.	-----	\$5,800.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Webster, Charles W., 86¾ days at \$100 per day.	-----	8,675.00	Do.
Weston, Harold M., 29¾ days at \$100 per day.	-----	2,975.00	Do.

THIRD DIVISION SUPPLEMENTAL BOARD

Baer, Claire M.-----	Secretary-----	\$1,207.44	Secretarial, stenographic, and clerical.
Berman, Golda K.-----	do.-----	3,612.00	Do.
Carley, Yvonne M.-----	do.-----	5,369.60	Do.
Erickson, Lois H.-----	do.-----	5,348.96	Do.
Harding, Edna L.-----	do.-----	5,245.76	Do.
Hoffman, Joan E.-----	do.-----	5,369.60	Do.
Lisitz, Nessa.-----	do.-----	1,228.08	Do.
O'Donnall-Carel A.-----	do.-----	206.40	Do.
Singler, Mildred W.-----	do.-----	5,036.16	Do.
Steele, Beverly M.-----	do.-----	3,921.60	Do.
Sullivan, Josephine A.-----	do.-----	5,369.60	Do.
Williams, Margaret A.-----	do.-----	5,369.60	Do.
Zornow, Virginia A.-----	do.-----	5,369.60	Do.

REFEREES

Bonebrake, George D., 40¼ days at \$100 per day.	-----	\$4,025.00	Sat with division to make awards, upon failure of division to agree or secure majority vote.
Carey, James P., Jr., 38 days at \$100 per day.	-----	3,800.00	Do.
Daly, J. Harvey, 38½ days at \$100 per day.	-----	3,850.00	Do.
Dolnick, David, 49 days at \$100 per day.	-----	4,900.00	Do.
Dugan, Frank J., 70¼ days at \$100 per day.	-----	7,025.00	Do.
Gray, Walter L., 72 days at \$100 per day.	-----	7,200.00	Do.
Hall, Levi M., 48¾ days at \$100 per day.	-----	4,875.00	Do.
Harold, John R., 13¼ days at \$100 per day.	-----	1,325.00	Do.
McDermott, Albert L., 87¼ days at \$100 per day.	-----	8,725.00	Do.
McGrath, Raymond E., 30½ days at \$100 per day.	-----	3,050.00	Do.
Moore, Preston J., 13¾ days at \$100 per day.	-----	1,375.00	Do.
Russell, Eugene, 25¼ days at \$100 per day.	-----	2,525.00	Do.
Schedler, Carl R., 51¼ days at \$100 per day.	-----	5,175.00	Do.
Sheridan, Phillip, 46¾ days at \$100 per day.	-----	4,675.00	Do.
Stark, Arthur, 57¼ days at \$100 per day.	-----	5,775.00	Do.
Wilson, Robert J., 95¼ days at \$100 per day.	-----	9,525.00	Do.

FOURTH DIVISION

Pope, Patrick V.-----	Executive secretary---	\$9,484.80	Administration of affairs of division and subject to its direction.
Adams, Henrietta-----	Secretary (confidential assistant).	6,510.40	Secretarial, stenographic, and clerical.
Humfreville, M. L.-----	Secretary (administrative assistant).	6,510.40	Do.
Zimmerman, R. H.-----	Secretary (confidential assistant).	6,510.40	Do.

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

**REFEREES**

Name	Title	Salary paid	Duties
Burch, R. Dean, 143½ days at \$100 per day.	-----	\$1,475.00	Sat with division to make awards, upon failure of division to agree or secure majority vote.
Gray, Walter L., 28¾ days at \$100 per day.	-----	2,875.00	Do.
Sheridan, Phillip, 46 days at \$100 per day.	-----	4,600.00	Do.
Weston, Harold M., 67 days at \$100 per day.	-----	6,700.00	Do.

**FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD**

**39 South LaSalle Street, Chicago 3, Ill.**

*ORGANIZATION OF THE DIVISION, FISCAL YEAR 1961-62*

DON A. MILLER, *Chairman*  
H. J. REESER, *Vice Chairman*

H. V. BORDWELL  
H. W. BURTNESSE  
J. E. CARLISLE  
B. W. FERN  
J. K. HINKS<sup>1</sup>

J. E. MAGILL<sup>2</sup>  
E. T. HORSLEY  
C. W. KEALEY  
W. R. MEYERS

J. M. MACLEOD, *Executive Secretary*<sup>3</sup>  
E. A. KILLEEN, *Acting Executive Secretary*<sup>4</sup>

**JURISDICTION**

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

*Cases docketed fiscal year 1961-62; 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>
Alabama Great Southern-----	3	Chesapeake & Ohio-----	12
Alabama, Tennessee & Northern--	1	Chicago & Eastern Illinois-----	4
Alton & Southern-----	7	Chicago & Illinois Midland-----	9
Atchison, Topeka & Santa Fe----	4	Chicago & North Western-----	17
Atlanta & West Point, Western Ry. of Alabama-----	4	Chicago, Burlington & Quincy--	4
Atlantic Coast Line-----	61	Chicago Great Western-----	4
Baltimore & Ohio-----	13	Chicago, Milwaukee, St. Paul & Pacific-----	7
Belt Railway of Chicago-----	20	Chicago North Shore & Milwaukee-----	2
Bonhomie & Hattiesburg Southern-----	1	Chicago, Rock Island & Pacific--	9
Boston & Maine-----	3	Chicago, St. Paul, Minneapolis & Omaha-----	1
Buffalo Creek-----	3	Cincinnati, New Orleans & Texas Pacific-----	10
Central of Georgia-----	17		
Central Vermont-----	5		

<sup>1</sup> Resigned Aug. 31, 1961.

<sup>2</sup> Succeeded J. K. Hinks, Sept. 1, 1961.

<sup>3</sup> Retired Apr. 1, 1962.

<sup>4</sup> Succeeded J. M. MacLeod, Apr. 1, 1962.

*Cases docketed fiscal year 1961-62; 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>
Cincinnati Union Terminal.....	2	Northern Pacific.....	2
Clinchfield .....	2	Northern Pacific Terminal of	
Colorado & Southern.....	2	Oregon .....	2
Cuyahoga Valley.....	2	Patapsco & Back Rivers.....	1
Delaware & Hudson.....	2	Pennsylvania .....	1
Denver & Rio Grande Western.....	11	Peoria & Pekin Union.....	2
Detroit, Toledo & Ironton.....	1	Philadelphia, Bethlehem & New	
Duluth, Missabe & Iron Range.....	2	England .....	8
Erie-Lackawanna .....	4	Pittsburgh & Ohio Valley.....	1
Florida East Coast.....	7	Portland Terminal.....	1
Fort Worth & Denver.....	2	Portland Traction.....	1
Grand Trunk Western.....	2	Richmond, Fredericksburg & Po-	
Green Bay & Western.....	5	tomac .....	12
Gulf, Mobile & Ohio.....	8	St. Johns River Terminal.....	1
Hudson & Manhattan.....	1	St. Johnsbury & Lamoille County	
Illinois Central.....	11	St. Louis-San Francisco.....	11
Illinois Terminal.....	2	Seaboard Air Line.....	25
Kansas City Southern.....	3	Soo Line.....	11
Kansas, Oklahoma & Gulf.....	1	South Buffalo .....	2
Kewaunee, Green Bay & Western		South Georgia.....	1
Lake Erie, Franklin & Clarion.....	2	Southern Pacific—Pacific Lines.....	107
Lake Superior Terminal & Trans-		Southern Pacific—Texas & Lou-	
fer .....	1	isiana Lines.....	7
Lake Terminal.....	6	Southern .....	34
Los Angeles Junction.....	4	Steelton & Highspire.....	4
Louisiana & Arkansas.....	1	Texas & New Orleans.....	7
Louisville & Nashville.....	5	Texas Pacific-Missouri Pacific	
Maine Central.....	4	Terminal—New Orleans.....	4
Missouri-Illinois .....	1	Union Pacific.....	14
Missouri Pacific.....	15	Union Railway—Pittsburgh.....	1
Monon .....	1	Wabash .....	8
Monongahela Connecting.....	1	Washington Terminal.....	37
New York Central.....	3	Western Maryland.....	4
New York, Chicago & St. Louis.....	23	Western Pacific.....	5
Newburgh & South Shore.....	3	Western Ry. of Alabama.....	2
Norfolk & Western.....	4	Winston-Salem Southbound.....	1
Norfolk Southern.....	1		
Norfolk Terminal.....	2	Total .....	687

*Cases docketed fiscal year 1961-62; 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 .....	47	Individual .....	12
Conductors—Trainmen .....	1	IARE .....	1
Engineers .....	102	Switchmen .....	115
Engineers—Firemen .....	8	Trainmen .....	212
Engineers—Firemen—Conduc-		USWA .....	1
tors—Trainmen .....	1		
Firemen .....	183	Total .....	687
Firemen—Trainmen .....	4		

## SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

### MEMBERSHIP

<p><b>C. E. BAGWELL</b>, <i>Chairman</i><sup>1</sup>  <b>H. K. HAGERMAN</b>, <i>Vice Chairman</i>  <b>F. P. BUTLER</b><sup>2</sup>  <b>D. H. HICKS</b>  <b>P. R. HUMPHREYS</b>  <b>W. B. JONES</b></p>	<p><b>J. B. ZINK</b>  <b>T. E. LOSEY</b>  <b>E. J. McDERMOTT</b><sup>3</sup>  <b>R. E. STENZINGER</b><sup>4</sup>  <b>HARRY J. SASSAMAN</b>, <i>Executive Secretary</i></p>
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### JURISDICTION

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

#### *Carriers party to cases docketed*

Atchison, Topeka and Santa Fe Ry. Co.....	12
Atlantic Coast Line RR. Co.....	3
Baltimore & Ohio RR. Co.....	7
Baltimore & Ohio Chicago Terminal RR.....	1
Boston & Maine RR.....	3
Central of Georgia Ry. Co.....	2
Central RR. Co. of New Jersey, The.....	3
Chesapeake & Ohio Ry. Co.....	4
Chicago & North Western Ry. Co.....	2
Chicago, Burlington & Quincy RR. Co.....	1
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	14
Chicago, Rock Island & Pacific RR. Co.....	25
Clinchfield RR. Co.....	3
Detroit, Toledo & Ironton RR. Co.....	2
Duluth, Missabe & Iron Range Ry. Co.....	1
Elgin, Joliet & Eastern Ry. Co.....	3
Erie-Lackawanna RR. Co.....	2
Florida East Coast Ry. Co.....	2
Galveston Wharves.....	2
Grand Trunk Western RR. Co.....	5
Great Northern Ry. Co.....	30
Gulf, Colorado & Santa Fe Ry. Co.....	1
Gulf, Mobile & Ohio RR. Co.....	7
Illinois Central RR. Co.....	7
Illinois Terminal RR. Co.....	2
Indiana Harbor Belt RR. Co.....	3
Jacksonville Terminal Co.....	2
Kansas City Southern Ry. Co., The.....	1
Long Island Rail Road Co., The.....	1
Louisville & Nashville RR. Co.....	6
Missouri-Kansas-Texas Lines.....	2
Missouri Pacific RR. Co.....	16
Monon RR. Co., The.....	1
Newburgh & Southshore Ry. Co.....	1
New Orleans Union Passenger Terminal.....	1
New York Central RR. Co.....	3
New York, Chicago & St. Louis RR. Co.....	7
New York, New Haven & Hartford RR. Co.....	4
Norfolk & Western Ry. Co.....	2

<sup>1</sup> Mr. Bagwell was appointed, effective Oct. 1, 1961, to succeed Mr. C. E. Goodlin, and effective May 1, 1962, he was elected to serve as chairman of the Division for the remainder of the fiscal year, succeeding Mr. Wiesner, retired.

<sup>2</sup> Mr. Butler was appointed, effective Feb. 1, 1962, to succeed Mr. T. F. Strunck.

<sup>3</sup> Mr. McDermott was appointed, effective Oct. 1, 1961, to succeed Mr. R. W. Blake, retired.

<sup>4</sup> Mr. Stenzinger was appointed, effective June 1, 1962, to succeed Mr. E. W. Wiesner, retired.

*Carriers party to cases docketed—Continued*

Northern Pacific Ry. Co.....	2
Northern Pacific Terminal Co. of Oregon.....	3
Pennsylvania RR. Co.....	6
Pittsburgh & Lake Erie RR. Co.....	23
Pullman Co., The.....	7
Reading Co., The.....	6
Richmond, Fredericksburg & Potomac RR. Co.....	3
St. Louis-San Francisco Ry. Co.....	3
Seaboard Air Line RR. Co.....	2
Southern Pacific Co. (Pacific Lines).....	8
Southern Pacific Co. (Texas & Louisiana Lines).....	4
Southern Ry. Co.....	14
Tennessee Central Ry. Co.....	1
Texas & Pacific Ry. Co., The.....	1
Union Pacific RR. Co.....	9
Washington Terminal Co., The.....	1
<b>Total.....</b>	<b>287</b>

*Organizations, etc., party to cases docketed*

Federated Trades .....	6
Brotherhood Railway Carmen of America.....	129
International Brotherhood of Electrical Workers.....	51
International Association of Machinists.....	35
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse & Railway Shop Laborers.....	19
International Brotherhood of Boilermakers, Iron Ship Builders, Black- smiths, Forgers & Helpers.....	7
Sheet Metal Workers' International Association.....	12
Transport Workers Union of America—Railroad Division.....	23
Individually submitted cases, etc.....	5
<b>Total .....</b>	<b>287</b>

# THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago 4, Ill.

J. B. HAINES, *Chairman*

P. C. CARTER, *Vice Chairman*

C. R. BARNES  
R. A. CARROLL  
W. H. CASTLE  
D. S. DUGAN  
H. C. KOHLER

J. F. MULLEN<sup>1</sup>  
GERALD ORNDORFF  
T. F. STRUNCK  
J. W. WHITEHOUSE

## SUPPLEMENTAL BOARD

J. M. WILLEMIN, *Chairman*

R. E. BLACK, *Vice Chairman*

W. W. ALTUS  
R. A. DEROSSETT  
W. F. EUKER  
F. J. GOEBEL<sup>2</sup>  
R. H. HACK

H. G. HARPER  
C. E. KIEF  
G. L. NAYLOR  
O. B. SAYERS

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
Aliquippa & Southern-----	1	Cleveland, Cincinnati, Chicago & St. Louis-----	1
Ann Arbor-----	1	Clinchfield-----	2
Atchison, Topeka & Santa Fe----	20	Colorado & Southern-----	3
Atlantic Coast Line-----	7	Delaware & Hudson-----	2
Augusta Union Station-----	1	Denver & Rio Grande Western----	14
Baltimore & Ohio-----	5	Denver Union Terminal-----	2
Bangor & Aroostook-----	1	Detroit, Toledo & Ironton-----	1
Belt Ry. of Chicago-----	6	Donora Southern-----	2
Boston & Albany-----	2	Duluth, Missabe & Iron Range----	5
Boston & Maine-----	11	Elgin, Joliet & Eastern-----	3
Central of Georgia-----	14	Erie-Lackawanna-----	12
Chesapeake & Ohio-----	5	Florida East Coast-----	13
Chicago & Eastern Illinois-----	5	Fort Worth & Denver-----	2
Chicago & North Western-----	6	Georgia-----	3
Chicago & Western Indiana-----	1	Georgia, Southern & Florida-----	3
Chicago, Burlington & Quincy----	11	Grand Trunk Western-----	6
Chicago Great Western-----	6	Great Northern-----	13
Chicago, Milwaukee, St. Paul & Pacific-----	26	Green Bay & Western-----	1
Chicago, Rock Island & Pacific----	17	Gulf, Colorado & Santa Fe-----	7
Chicago, St. Paul, Minneapolis & Omaha-----	2	Gulf, Mobile & Ohio-----	11
Cincinnati, New Orleans & Texas Pacific-----	2	Hudson Rapid Tubes Corp-----	9
Cincinnati Union Terminal-----	3	Illinois Central-----	22
		Illinois Central Hospital Department-----	1

<sup>1</sup> T. F. Strunck replaced J. F. Mullen (Retired), Jan. 1, 1962.

<sup>2</sup> W. F. Euker replaced F. J. Goebel (resigned Mar. 1, 1962).

*Carriers party to cases docketed—Continued*

	<i>Number of cases</i>		<i>Number of cases</i>
Illinois Terminal-----	6	Southern-----	20
Indiana Harbor Belt-----	2	Southern Pacific (Pacific Lines)	55
Indianapolis Union-----	1	Southern Pacific (Texas & Lou-	
Jacksonville Terminal Co.-----	1	isiana Lines)-----	10
Joint Texas Division-----		Southern Pacific Hospital Depot	1
Joint Texas Division—C.R.I. &		Spokane, Portland & Seattle----	3
P.—Fort W. & D. (BUR-RI)---	2	Tennessee Central-----	2
Kansas City Southern-----	1	Texas & Pacific-----	4
Kansas City Terminal-----	1	Tulsa Union Depot-----	1
Kansas, Oklahoma & Gulf-----	1	Union Pacific-----	7
Kentucky & Indiana Terminal---	2	Union Railroad Co. (Memphis)---	3
Lehigh & New England-----	6	Union Terminal Co. (Dallas)---	1
Lehigh Valley-----	2	Wabash-----	22
Long Island-----	1	Washington Terminal-----	2
Louisville & Nashville-----	14	Western Maryland-----	3
Maryland & Pennsylvania-----	1	Western Pacific-----	5
Memphis Union Station Co.-----	1	Western Weighing & Inspection	
Midland Valley-----	1	Bureau-----	4
Minneapolis, St. Paul & Sault			
Ste. Marie-----	8	Total-----	773
Missouri Illinois-----	1		
Missouri-Kansas-Texas-----	14	<i>Organizations party to cases docketed</i>	
Missouri Pacific-----	64	American Train Dispatchers	
Missouri Pacific (Gulf District)	12	Association-----	42
Monongahela-----	4	Brotherhood of Maintenance of	
New York Central-----	24	Way Employees-----	89
New York, Chicago & St. Louis---	6	Brotherhood of Railroad	
New York, New Haven &		Signalmen-----	121
Hartford-----	9	Brotherhood of Railroad	
Norfolk Southern-----	2	Trainmen-----	5
Norfolk & Western-----	15	Brotherhood of Railway & Steam-	
Northern Pacific-----	3	ship Clerks, Freight Handlers,	
Northern Pacific Terminal Co. of		Express & Station Employees---	221
Oregon-----	1	Brotherhood of Sleeping Car	
Pacific Electric-----	2	Porters-----	10
Panhandle & Santa Fe-----	7	Joint Council of Dining Car	
Pennsylvania-----	54	Employees-----	9
Philadelphia, Bethlehem & New		The Order of Railroad	
England-----	7	Telegraphers-----	250
Pittsburgh & Lake Erie-----	2	Order of Railway Conductors &	
Pittsburgh & West Virginia-----	2	Brakemen (Pullman System)---	8
Pullman-----	13	Transport Workers Union of	
Reading-----	21	America-----	3
St. Louis-San Francisco-----	14	Miscellaneous class of employees	15
St. Louis Southwestern-----	5		
St. Paul Union Depot Co.-----	2		
Seaboard Air Line-----	4	Total-----	773

**FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD**

220 South State Street, Chicago 4, Ill.

R. H. WACHOWIAK, *Chairman*

W. F. EUKER, *Vice Chairman*

C. A. CONWAY

A. H. DEANE<sup>1</sup>

W. J. RYAN

J. P. TAHNEY

J. R. WOLFE

P. V. POPE, *Executive Secretary*

**JURISDICTION**

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

<sup>1</sup> Appointed effective Mar. 1, 1962, to replace W. F. Euker.



to the first, second, and third divisions. This division shall consist of six members, three of whom shall be selected by the carriers and three by the national labor organizations of the employees (par. (h), sec. 3, first, Railway Labor Act, 1934).

*Carriers party to cases docketed*

Atchison, Topeka & Santa Fe Ry. Co.....	5
Baltimore & Ohio RR. Co.....	6
Boston & Maine RR.....	2
Central of Georgia Ry. Co.....	1
Chesapeake & Ohio Ry. Co.....	1
Chicago, Burlington & Quincy RR. Co.....	4
Chicago & North Western Ry. Co.....	5
Chicago Great Western Ry. Co.....	1
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	4
Chicago, Rock Island & Pacific RR. Co.....	3
Cincinnati, New Orleans & Texas Pacific Ry.....	1
Cincinnati Union Terminal Co.....	1
Elgin, Joliet & Eastern Ry Co.....	1
Florida East Coast Ry.....	3
Grand Trunk Western RR. Co.....	3
Houston Belt & Terminal Ry. Co.....	15
Illinois Central RR. Co.....	3
Illinois Central Hospital Department.....	1
Lake Terminal RR. Co.....	5
Lehigh Valley RR. Co.....	6
Long Island Rail Road Co.....	1
Louisville & Nashville RR. Co.....	1
Memphis Union Station Co.....	1
Missouri Pacific RR. Co.....	4
New York Central RR. Co.....	18
New York, Chicago & St. Louis RR. Co.....	1
Norfolk & Western Ry.....	1
Norfolk Southern Ry. Co.....	2
Northern Pacific Terminal Co. of Oregon.....	1
Pennsylvania RR. Co.....	4
Pittsburgh & Lake Erie RR.....	3
Reading Co.....	1
Santa Fe Transportation Co.....	2
Southern Pacific Co. (Pacific Lines).....	2
Southern Ry. Co.....	2
Spokane, Portland & Seattle Ry.....	1
Tennessee Central Ry. Co.....	1
Terminal Railroad Association of St. Louis.....	4
Toledo, Lorain & Fairport Co.....	1
Union Pacific RR.....	2
Washington Terminal Co.....	2
Total .....	126

*Organizations—Employees party to cases docketed*

American Federation of Technical Engineers.....	1
American Railway Supervisors Association, The.....	28
Association of Maintenance of Way Supervisors.....	1
Brotherhood of Railway & Steamship Clerks.....	1
Brotherhood of Railroad Trainmen.....	11
Brotherhood of Sleeping Car Porters.....	3
International Organization of Masters, Mates & Pilots.....	1
Lighter Captains Union Local 996.....	2
Local 106, International Longshoremen's Association.....	1
Miscellaneous classes of employees.....	3
Police Officers Benevolent Association.....	1
Railroad Yardmasters of America.....	52
Railroad Yardmasters of North America, Inc.....	2
Railway Employees' Department.....	4
Railway Patrolmen's International Union.....	15
Total .....	126

## APPENDIX B

### *Arbitrators appointed—Arbitration boards, fiscal year 1962*

#### RAILROADS

Name	Residence	Date of appointment	Arbitration and Case No.	Parties
Martin I. Rose.....	New York, N.Y.....	Aug. 14, 1961	Arb. 264; Case A-5589.....	Terminal RR. Association St. Louis and Brotherhood of Railway & Steamship Clerks.
Leo C. Brown.....	St. Louis, Mo.....	Sept. 21, 1961	Arb. 265.....	Missouri Pacific R.R. Co. et al. and Brotherhood of Railway & Steamship Clerks.
Harold Weston.....	New York, N.Y.....	Nov. 3, 1961	Arb. 267; Case A-6552.....	Western Weighing & Inspection Bureau et al. and Brotherhood of Railway & Steamship Clerks.
Harold T. Dworet.....	Atlanta, Ga.....	Nov. 6, 1961	Arb. 268; Case A-6524.....	Georgia R.R. and Brotherhood of Maintenance of Way Employees.
Hubert Wyckoff.....	Watsonville, Calif.....	Nov. 12, 1961	Arb. 269; Case A-6327.....	New York Central R.R. Co. and Brotherhood of Railroad Trainmen.
Leo C. Brown.....	St. Louis, Mo.....	Apr. 4, 1962	Arb. 270; Case A-6616.....	Illinois Terminal R.R. Co. and Railway Employees' Department, AFL-CIO.
Francis J. Robertson.....	Washington, D.C.....	Apr. 27, 1962	Arb. 272.....	Baltimore & Ohio R.R. Co. and Order of Railroad Telegraphers.

#### AIRLINES

Aaron Horvitz.....	New York, N.Y.....	Nov. 7, 1961	Arb. 266; Case No. A-6369.....	Pacific Northern Airlines, Inc., and Air Line Pilots Association, International.
George W. Taylor.....	Philadelphia, Pa.....	Apr. 24, 1962	Arb. 271; Case A-6328.....	Pan American World Airways, Inc., and Air Line Pilots Association, International.
George Meany.....	Washington, D.C.....	do.....	do.....	Do.
Edgar Kaiser.....	Oakland, Calif.....	do.....	do.....	Do.

### *Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1962*

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
David R. Douglass.....	Oklahoma City, Okla.....	July 10, 1961	416	33	St. Louis-San Francisco Ry. Co. et al. and Brotherhood of Locomotive Firemen & Enginemen.
Howard A. Johnson.....	Butte, Mont.....	July 18, 1961	412	18	St. Louis-San Francisco Ry. Co. et al. and Order of Railway Conductors & Brakemen.
David R. Douglass.....	Oklahoma City, Okla.....	July 19, 1961	418	12	Detroit & Mackinac Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen and Brotherhood of Railroad Trainmen.
Donald F. McMahon.....	do.....	July 24, 1961	193	23	Illinois Central R.R. and Order of Railway Conductors & Brakemen.

David R. Douglass.....	do.....	Aug. 4, 1961	417	15	Chicago & Illinois Midland Ry. Co. and Brotherhood of Railroad Trainmen.
Lloyd H. Baller.....	New York, N.Y.....	Aug. 7, 1961	415	(1)	Erie-Lackawanna RR. Co. and Local 518, Marine Employees, International Brotherhood of Teamsters.
Do.....	do.....	Aug. 8, 1961	421	12	New York Central et al. and The Order of Railroad Telegraphers.
Emmett Ferguson.....	Lafayette, Ind.....	Aug. 10, 1961	260	31	St. Louis Southwestern Ry. Co. and Brotherhood of Locomotive Engineers.
David R. Douglass.....	Oklahoma City, Okla.....	do.....	419	(2)	Kansas City Terminal Ry. and Brotherhood of Locomotive Firemen & Enginemen.
Do.....	do.....	Aug 21, 1961	420	50	Western Maryland Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
J. Glenn Donaldson.....	Denver, Colo.....	do.....	422	24	Denver & Rio Grande Western RR. Co. and Brotherhood of Railroad Trainmen.
H. Raymond Cluster.....	Baltimore, Md.....	Aug. 24, 1961	367	(2)	Lehigh & Hudson River Ry. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Aug. 25, 1961	231	12	New York Central System and Brotherhood of Railroad Trainmen.
Peter M. Kelliher.....	Chicago, Ill.....	Sept. 8, 1961	408	(2)	Alton & Southern RR. and Brotherhood of Railroad Trainmen.
Livingston Smith.....	Dallas, Tex.....	Sept. 18, 1961	395	60	Texas and Pacific Ry. Co. et al. and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	Sept. 25, 1961	88	(2)	Texas & New Orleans RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Dudley E. Whiting.....	Detroit, Mich.....	Sept. 27, 1961	426	92	Union RR. Co. (Pittsburgh) and United Steelworkers of America.
Emmett Ferguson.....	Lafayette, Ind.....	Oct. 9, 1961	424	35	Erie-Lackawanna RR. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Oct. 10, 1961	425	33	Western Maryland RR. Co. and Brotherhood of Railroad Trainmen.
J. Glenn Donaldson.....	Denver, Colo.....	Nov. 13, 1961	429	(2)	Denver & Rio Grande Western RR. Co. and Order of Railway Conductors & Brakemen.
Emmett Ferguson.....	Lafayette, Ind.....	Nov. 15, 1961	361	25	Union Pacific RR. Co. and Brotherhood of Railroad Trainmen.
Francis B. Murphy.....	Los Angeles, Calif.....	Dec. 1, 1961	430	5	Chicago & North Western Ry. Co. and Brotherhood of Locomotive Firemen and Enginemen.
James P. Carey, Jr.....	Chicago, Ill.....	Dec. 6, 1961	431	1	Monongahela Connecting RR. Co. and Brotherhood of Railroad Trainmen.
Richard F. Mitchell.....	Chevy Chase, Md.....	Dec. 7, 1961	437	(2)	Birmingham Southern RR. Co. and Brotherhood of Railroad Trainmen.
Edward A. Lynch.....	Washington, D.C.....	Dec. 8, 1961	442	3	Pennsylvania RR. Co. and Transport Workers Union of America.
Do.....	do.....	Dec. 14, 1961	441	4	Upper Merion & Plymouth RR. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Dec. 15, 1961	434	(2)	Spokane, Portland & Seattle Ry. Co. and Order of Railway Conductors & Brakemen.
A. Langley Coffey.....	Tulsa, Okla.....	Dec. 20, 1961	439	1	Chicago, Burlington & Quincy RR. Co. and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen & Enginemen.
Do.....	do.....	Jan. 4, 1962	428	8	Northern Pacific Terminal Co. of Oregon and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen & Enginemen & Switchmen's Union of North America.
Emmett Ferguson.....	Lafayette, Ind.....	Jan. 5, 1962	435	(2)	Fort Worth and Denver Ry. Co. and Brotherhood of Locomotive Engineers.
Dudley E. Whiting.....	Detroit, Mich.....	Jan. 11, 1962	427	(2)	Erie-Lackawanna RR. Co. and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen & Enginemen.
Do.....	do.....	Jan. 15, 1962	432	(2)	Union RR. Co. (Pittsburgh) and Brotherhood of Locomotive Engineers.

See footnotes at end of table.

*Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1962—Continued*

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Lloyd H. Bailer.....	New York, N.Y.....	Jan. 17, 1962	440	(2)	Monongahela Connecting RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
David R. Douglass.....	Oklahoma City, Okla.....	Jan. 22, 1962	433	19	Pennsylvania RR. Co. and Brotherhood of Railroad Trainmen.
Do.....	do.....	Feb. 15, 1962	444		Toledo, Peoria & Western RR. Co. and Brotherhood of Railroad Trainmen.
Arthur W. Sempliner.....	Detroit, Mich.....	Feb. 23, 1962	451	(2)	Indianapolis Union Ry. Co. and Switchmen's Union of North America.
Robert F. Haley.....	Portsmouth, Va.....	Mar. 19, 1962	445	(4)	Pittsburgh & Lake Erie RR., Lake Erie & Eastern RR. Co., and Brotherhood of Locomotive Firemen & Enginemen.
H. Raymond Cluster.....	Baltimore, Md.....	Mar. 21, 1962	450	(2)	Baltimore & Ohio RR. Co. and Brotherhood of Locomotive Firemen and Enginemen.
Frank Elkouri.....	Norman, Okla.....	Mar. 23, 1962	446	(2)	Union RR. Co. (Pittsburgh) and Brotherhood of Railroad Trainmen.
John Day Larkin.....	Chicago, Ill.....	do.....	448	3	Belt Ry. Co. (Chicago) and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Mar. 26, 1962	447		Cuyahoga Valley Ry. Co. and Brotherhood of Railroad Trainmen.
Do.....	do.....	Apr. 9, 1962	436	(2)	Pittsburgh & West Virginia Ry. Co. and Brotherhood of Railroad Trainmen.
Thomas C. Begley.....	Cleveland, Ohio.....	do.....	457	(2)	Boston & Maine RR. and Brotherhood of Locomotive Engineers.
Dudley E. Whiting.....	Detroit, Mich.....	Apr. 13, 1962	456	1	Monon RR. and Order of Railway Conductors & Brakemen.
Hubert Wyckoff.....	Watsonville, Calif.....	Apr. 18, 1962	423		Port Terminal Railroad Association and Brotherhood of Railroad Trainmen.
Jacob Seidenberg.....	Falls Church, Va.....	Apr. 20, 1962	459	(2)	Great Northern Ry. Co. and Switchmen's Union of North America.
David R. Douglass.....	Oklahoma City, Okla.....	May 23, 1962	449	(2)	Chicago, Milwaukee, St. Paul & Pacific RR. Co. and Brotherhood of Locomotive Engineers.
Do.....	do.....	May 24, 1962	458	(2)	Port Terminal Railroad Association and Brotherhood of Locomotive Firemen & Enginemen.
Edward A. Lynch.....	Washington, D.C.....	May 28, 1962	461	(2)	Reading Co. and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	May 31, 1962	453	(2)	Chicago, Milwaukee, St. Paul & Pacific RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Thomas C. Begley.....	Cleveland, Ohio.....	June 12, 1962	465	(2)	Boston & Maine RR. and Brotherhood of Railroad Trainmen.
Edward A. Lynch.....	Washington, D.C.....	June 14, 1962	460	(2)	Lehigh Valley RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Kieran P. O'Gallagher.....	Chicago, Ill.....	June 19, 1962	437	(2)	Birmingham Southern RR. Co. and Brotherhood of Railroad Trainmen.
Jacob Seidenburg.....	Falls Church, Va.....	June 29, 1962	454	(1)	Illinois Central RR. Co. and Brotherhood of Locomotive Firemen and Enginemen.

<sup>1</sup> Board subsequently canceled.

<sup>2</sup> Not available.

*Referees appointed—System Board of Adjustment (Airline), fiscal year 1962*

Name	Residence	Date of appointment	Parties
Sidney L. Cahn.....	New York, N.Y.....	July 25, 1961	Seaboard World Airlines, Inc., and Air Line Pilots Association.
Charles W. Webster.....	Dallas, Tex.....	Aug. 15, 1961	Braniff Airways, Inc., and Air Line Pilots Association.
Walter B. Coombs.....	Los Angeles, Calif.....	Aug. 15, 1961	Slick Airways, Inc., and Transport Workers Union of America.
Carl R. Schedler.....	Washington, D.C.....	Aug. 17, 1961	Northwest Airlines, Inc., and Air Line Pilots Association.
Paul H. Sanders.....	Nashville, Tenn.....	Aug. 18, 1961	Western Air Lines and Flight Engineers' International Association.
Do.....	do.....	do.....	Capitol Airways, Inc., and Air Line Pilots Association.
Livingston Smith.....	Dallas, Tex.....	Sept. 8, 1961	Braniff Airways, Inc., and International Association of Machinists, AFL-CIO.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Sept. 15, 1961	National Airlines, Inc., and Air Line Employees Association, International.
Harold Kramer.....	Miami Beach, Fla.....	Oct. 4, 1961	National Airlines, Inc., and Air Line Pilots Association.
Garth L. Mangum.....	Provo, Utah.....	do.....	Braniff Airways, Inc., and International Association of Machinists.
Joseph Shister.....	Buffalo, N.Y.....	Oct. 18, 1961	Mohawk Airlines, Inc., and Air Line Pilots Association.
George D. Bonebrake.....	Deerfield Beach, Fla.....	Oct. 20, 1961	Pan American World Airways, Inc., and International Brotherhood of Teamsters, Local 172.
Albert Epstein.....	New York, N.Y.....	Oct. 23, 1961	British Overseas Airways Corp. and International Association of Machinists.
Paul N. Guthrie.....	Chapel Hill, N.C.....	do.....	Piedmont Airlines and Air Line Pilots Association.
Marion Beatty.....	Topeka, Kans.....	Oct. 25, 1961	Trans World Airlines and International Association of Machinists.
Wesley Miller.....	Tahlequah, Okla.....	Oct. 30, 1961	Hawaiian Airlines and International Association of Machinists.
Martin Rose.....	New York, N.Y.....	do.....	Pan American World Airways, Inc., and Air Line Dispatchers Association.
Howard A. Johnson.....	Butte, Mont.....	Nov. 3, 1961	Frontier Airlines and International Association of Machinists.
Albert W. Epstein.....	New York, N.Y.....	Nov. 22, 1961	Pan American World Airways, Inc., and International Brotherhood of Teamsters.
Harold T. Dworet.....	Atlanta, Ga.....	do.....	Capitol Airways, Inc., and Air Line Pilots Association.
Donald F. McMahon.....	Oklahoma City, Okla.....	do.....	Trans World Airlines and Air Line Stewards & Stewardesses Association.
John J. Kehoe.....	Miami, Fla.....	Nov. 30, 1961	Riddle Airlines, Inc., and Air Carrier Mechanics Association, International.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Dec. 8, 1961	Pan American World Airways, Inc., and Air Line Pilots Association.
A. R. Marshall.....	Atlanta, Ga.....	Dec. 13, 1961	Piedmont Airlines and Air Line Pilots Association.
Donald F. McMahon.....	Oklahoma City, Okla.....	do.....	Trans World Airlines and International Association of Machinists.
Byron R. Abernethy.....	Lubbock, Tex.....	Dec. 26, 1961	Braniff Airways, Inc., and Air Line Pilots Association.
Joseph Shister.....	Buffalo, N.Y.....	do.....	Central Airlines and International Association of Machinists.
Walter L. Gray.....	Oklahoma City, Okla.....	Jan. 9, 1962	Frontier Airlines and Air Line Employees Association, International.
Livingston Smith.....	Dallas, Tex.....	Jan. 12, 1962	Trans World Airlines and International Association of Machinists.
Patrick J. Fisher.....	Indianapolis, Ind.....	Jan. 15, 1962	Ozark Air Lines, Inc., and Air Line Pilots Association.
Leo C. Brown.....	St. Louis, Mo.....	Jan. 17, 1962	Northwest Airlines, Inc., and International Association of Machinists.
R. W. Nahstall.....	Portland, Oreg.....	Jan. 25, 1962	Pacific Air Lines, Inc., and International Association of Machinists.
Roy R. Ray.....	Dallas, Tex.....	Jan. 26, 1962	Trans World Airlines and International Association of Machinists.
Albert Epstein.....	New York, N.Y.....	Jan. 29, 1962	Pan American World Airways, Inc., and Transport Workers Union of America.
Do.....	do.....	Feb. 19, 1962	Seaboard World Airlines, Inc., and Air Line Pilots Association.
Hubert Wyckoff.....	Watsonville, Calif.....	Mar. 7, 1962	Western Air Lines and Air Line Pilots Association.
Donald F. McMahon.....	Oklahoma City, Okla.....	Apr. 5, 1962	Northwest Airlines, Inc., and Air Line Stewards & Stewardesses Association, International TWU-AFL-CIO.
Livingston Smith.....	Dallas, Tex.....	May 1, 1962	Braniff Airways, Inc., and Brotherhood of Railway & Steamship Clerks.
David H. Stowe.....	Bethesda, Md.....	May 24, 1962	National Airlines, Inc., and International Association of Machinists.
Preston Moore.....	Oklahoma City, Okla.....	June 4, 1962	Trans-Texas Airways, Inc., and Air Line Pilots Association.
Munro Roberts.....	St. Louis, Mo.....	June 6, 1962	Ozark Air Lines, Inc., and Air Line Pilots Association.
Roderick Knott.....	Miami, Fla.....	do.....	Riddle Airlines, Inc., and Air Line Pilots Association.
Carl R. Schedler.....	Washington, D.C.....	June 19, 1962	Northwest Airlines, Inc., and Brotherhood of Railway & Steamship Clerks.
Boy R. Ray.....	Dallas, Tex.....	June 29, 1962	Braniff Airways, Inc., and Air Line Pilots Association.

*Referees appointed—System Board of Adjustment (Railroad) fiscal year 1962*

Name	Residence	Date of appointment	Parties
Albert L. McDermott.....	Washington, D.C.....	Aug. 15, 1961	Pennsylvania R.R. Co. and Transport Workers Union of America.
Daniel A. Lynch.....	New York, N.Y.....	Jan. 30, 1962	Pennsylvania R.R. Co. and Railroad Food Workers Union.
Lloyd H. Baller.....	do.....	May 10, 1962	Pennsylvania R.R. Co. and Transport Workers Union of America.

*Arbitrators appointed pursuant to union shop agreements, fiscal year 1962*

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
Pat Malloy.....	Tulsa, Okla.....	July 27, 1961	Wabash R.R. Co.....	Brotherhood of Railroad Trainmen....	E. T. Jenkins, W. L. Williams, A. Gerasiosian, L. M. Bridges, K. A. Carter, C. J. Russell, G. A. Lewis, D. F. Lindsay.
Roscoe G. Hornbeck.....	London, Ohio.....	July 27, 1961	Chicago, Milwaukee, St. Paul & Pacific R.R. Co.	Brotherhood of Railway & Steamship Clerks.	J. M. O'Brien.
Albert J. Hoban.....	Providence, R.I.....	Oct. 16, 1961	Washington Terminal Co.....	do.....	Ivan Battle.
R. W. Nahstoll.....	Portland, Ore.....	Dec. 4, 1961	Southern Pacific Co.....	do.....	Taft Rousseau.
Edward A. Lynch.....	Washington, D.C.....	Dec. 8, 1961	Pennsylvania R.R. Co.....	United Railroad Workers of America, CIO.	L. A. Lutz, R. M. Brown.
Harold M. Gilden.....	Chicago, Ill.....	Jan. 12, 1962	Chicago, Milwaukee, St. Paul & Pacific R.R. Co.	Brotherhood of Railway & Steamship Clerks.	Ross Nixon, Clarence F. Brave.
David H. Stowe.....	Washington, D.C.....	Feb. 14, 1962	Richmond, Fredericksburg & Potomac R.R. Co.	Brotherhood of Railroad Trainmen....	J. C. O'Neill.
Livingston Smith.....	Dallas, Tex.....	May 10, 1962	Texas Mexican R.R. Co.....	Brotherhood Railroad Carmen of America.	A. T. Ybarra.
Bert L. Luskin.....	Chicago, Ill.....	May 15, 1962	Chicago, Milwaukee, St. Paul & Pacific R.R. Co.	Brotherhood of Railway & Steamship Clerks.	Thomas P. Greely.

## APPENDIX C

TABLE 1.—*Number of cases received and disposed of, fiscal years 1935-62*

Status of cases	28-year period 1935-62	Fiscal year 1962	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	248	233	216	202	136	172	126	151
New cases docketed.....	10,368	287	313	309	413	415	463	381	219
Total cases on hand and received.....	10,464	535	546	525	615	551	635	507	370
Cases disposed of.....	10,206	277	298	292	401	403	496	347	220
Cases pending and unsettled at end of period.....	258	258	248	233	214	148	139	160	150
Representation cases									
Cases pending and unsettled at beginning of period.....	24	22	16	12	22	34	50	34	43
New cases docketed.....	3,541	67	67	63	100	136	176	149	108
Total cases on hand and received.....	3,565	89	83	75	122	170	226	183	151
Cases disposed of.....	3,543	67	61	59	102	137	186	139	107
Cases pending and unsettled at end of period.....	22	22	22	16	20	33	40	44	44
Mediation cases									
Cases pending and unsettled at beginning of period.....	72	221	214	199	173	102	122	91	108
New cases docketed.....	6,731	218	236	241	304	276	286	230	110
Total cases on hand and received.....	6,803	439	450	440	477	378	408	321	218
Cases disposed of.....	6,569	205	229	226	290	264	309	206	112
Cases pending and unsettled at end of period.....	234	234	221	214	187	114	99	115	106
Interpretation cases									
Cases pending and unsettled at beginning of period.....	0	5	3	5	6	0	0	1	0
New cases docketed.....	96	2	10	5	9	3	1	2	1
Total cases on hand and received.....	96	7	13	10	15	3	1	3	1
Cases disposed of.....	94	5	8	7	8	2	1	2	1
Cases pending and unsettled at end of period.....	2	2	5	3	7	1	0	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier issue involved, fiscal year 1962

	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	Switching and terminal	Electric railroads	Miscellaneous carriers			Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line
Total.....	205	111	13	14	7	7	152	53		1	33	44	119	8		
Mediation agreement.....	130	75	7	9	4	4	99	31		1	24	27	75	3		
Arbitration agreement.....	4	2				1	3	1				1	3			
Withdrawn after mediation.....	19	17		1			18	1			1		17	1		
Withdrawn before mediation.....	4	1	2	1			4				1		3			
Refusal to arbitrate by—																
Carrier.....	10	1	1	1	3	1	7	3			4	3	3			
Employees.....	19	8		1		1	10	9			2	6	8	3		
Both.....	2	1					1	1				1	1			
Dismissal.....	17	6	3	1			10	7			1	6	9	1		



TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1962

	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	37	4,874	3,723	36	40	6,630	4,992
Disposition:									
Certification based on election.....	58	25	31	4,011	3,685	33	36	6,524	4,943
Certification based on authorizations.....	1	0	0	0	0	1	1	15	10
Withdrawn after investigation.....	3	3	3	752	0	0	0	0	0
Withdrawn before investigation.....	1	1	1	48	0	0	0	0	0
Dismissal.....	4	2	2	63	38	2	3	91	39
Total all cases.....	67		77	11,504	8,715				

TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1962

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	278	68	205	5
Railroad, total.....	187	31	152	4
Combined groups, railroad.....	6	2	4	0
Train, engine, and yard service.....	93	5	85	3
Mechanical foremen.....	4	3	1	0
Maintenance of equipment.....	8	3	5	0
Clerical, office, station, and storehouse.....	25	2	22	1
Yardmasters.....	11	4	7	0
Maintenance-of-way and signal.....	7	0	7	0
Subordinate officials in maintenance-of-way.....	3	1	2	0
Agents, telegraphers, and towermen.....	4	0	4	0
Train dispatchers.....	2	2	0	0
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Dining-car employees, train and pullman porters.....	4	3	1	0
Patrolmen and special officers.....	1	1	0	0
Marine service.....	9	2	7	0
Miscellaneous railroad.....	10	3	7	0
Airline, total.....	91	37	53	1
Combined airline.....	3	3	0	0
Mechanics.....	22	4	18	0
Radio and teletype operators.....	1	0	1	0
Clerical, office, stores, fleet and passenger service.....	10	3	6	1
Stewards, stewardesses, and flight pursers.....	22	18	4	0
Pilots.....	18	0	18	0
Dispatchers.....	5	4	1	0
Mechanical foremen.....	2	2	0	0
Meteorologists.....	0	0	0	0
Flight engineers.....	4	1	3	0
Miscellaneous airline.....	4	2	2	0

TABLE 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1962

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	67	77	11,504	100
Railroad, total.....	31	37	4,874	42
Train service.....	1	1	48	(1)
Engine service.....	0	0	0	0
Yard service.....	4	4	2,445	21
Mechanical foremen.....	3	3	783	6
Maintenance of equipment.....	3	3	46	(1)
Clerical, office, station storehouse.....	2	2	62	(1)
Yardmasters.....	4	4	57	(1)
Maintenance-of-way and signal.....	0	0	0	0
Subordinate officials, maintenance-of-way.....	1	1	110	1
Agents, telegraphers, and towermen.....	0	0	0	0
Dispatchers.....	2	3	251	2
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Dining car employees, train and pullman porters.....	3	3	701	6
Patrolmen and special officers.....	1	1	36	(1)
Marine service.....	2	3	264	2
Combined groups, railroad.....	2	6	14	(1)
Miscellaneous railroad.....	3	3	57	(1)
Airline, total.....	36	40	6,630	58
Mechanics.....	4	4	807	7
Flight navigators.....	0	0	0	0
Clerical, office, stores, fleet and passenger service.....	3	3	734	6
Stewards, stewardesses, and pursers.....	18	18	4,693	41
Stocks and stores.....	0	0	0	0
Pilots.....	0	0	0	0
Flight engineers.....	1	1	104	(1)
Combined groups, airline.....	3	7	70	(1)
Dispatchers.....	4	4	137	1
Commissary.....	1	1	61	(1)
Radio operators and teletype.....	0	0	0	0
Miscellaneous airline.....	2	2	24	(1)

<sup>1</sup> Less than 1 percent.

**TABLE 6.—Number of crafts or classes certified and employees involved in representation cases by types of results, fiscal year 1962**

	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		Percent	Number		Percent			
RAILROADS								
Representation acquired:								
Elections.....	11	128	1				11	128
Proved authorizations.....	0	0	0				0	0
Representation changed:								
Elections.....	8	3,260	31	4	33	7	12	3,293
Proved authorizations.....	0	0	0				0	0
Representation unchanged: Elections.....	5	410	3	2	193	46	7	603
Total railroads.....	24	3,798	37	6	226	53	30	4,024
AIRLINES								
Representation acquired:								
Elections.....	9	615	6	0	0	0	9	615
Proved authorizations.....	1	15	(1)				1	15
Representation changed:								
Elections.....	22	5,269	51	2	199	47	24	5,468
Proved authorizations.....	0	0	0				0	0
Representation unchanged: Elections.....	3	474	4				3	474
Total Airlines.....	35	6,373	63	2	199	47	37	6,572
Total combined railroad and airline.....	59	10,171	100	8	425	100	67	* 10,596

<sup>1</sup> Less than 1 percent.

\*These figures do not include cases that were either dismissed or withdrawn.

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1961, to June 30, 1962*

Case No.	Carrier	Union	Craft or class	Number of employees	Date work stoppage	Date work resumed	Days duration	Issues	Disposition
E-263; A-6526, 6527, 6533.	Copper Range RR. Co.-----	BLF&E, ORC&B, BMW E.	Firemen, conductors, maintenance-of-way employees.	35	July 11, 1961	Sept. 5, 1961	57	Rates.-----	MA
A-6329-----	Rutland Ry. Corp.-----	BLE, BLF&E, ORC&B, BRT.	Engineers, firemen, conductors, trainmen.	100	Sept. 25, 1961	June 30, 1962	279	----do-----	Unsettled.
A-6563-----	The Apache Ry. Co.-----	United Brotherhood of Carpenters & Joiners of America.	Maintenance-of-way employees.	50	Nov. 26, 1961	Dec. 1, 1961	6	Rates and rules...	Direct.
A-6393-----	{ Fernwood, Columbia & Gulf RR. Co. Bonhomie & Hattiesburg Southern RR. Co.	BLF&E-----	Firemen, engineers...	6	Dec. 1, 1961	Dec. 7, 1961	7	Rules.-----	MA.
A-6596-----	The Baltimore & Annapolis RR. Co.	BRT-----	Bus drivers-----	166	Mar. 15, 1962	Mar. 27, 1962	12	Rates and rules...	MA.
A-6289-----	Eastern Air Lines, Inc.-----	FEIA-----	Flight engineers-----	744	June 23, 1962	June 30, 1962	8	Crew consist rates and rules.	Unsettled.

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 1935-62

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
1962.....	5,221	3,131	772	767	164	14	87	286
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:								
1962.....	5,127	3,076	768	749	160	14	86	274
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:								
1962.....	94	55	4	18	4	-----	1	12
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 1935-62, inclusive

ALL DIVISIONS

Cases	28-year period 1935-62	1962	1961	1960	1959	1958
Open and on hand at beginning of period.....	-----	5,968	5,957	5,645	4,948	4,317
New cases docketed.....	58,284	1,873	1,870	1,799	2,397	2,165
Total number of cases on hand and docketed.....	58,284	7,841	7,827	7,444	7,345	6,482
Cases disposed of.....	51,823	1,380	1,859	1,487	1,700	1,534
Decided without referee.....	11,840	73	255	75	156	294
Decided with referee.....	21,142	924	871	688	895	883
Withdrawn.....	18,841	383	733	724	649	357
Open cases on hand close of period.....	6,461	6,461	5,968	5,957	5,645	4,948
Heard.....	1,679	1,679	1,769	1,735	2,497	4,533
Not heard.....	4,782	4,782	4,199	4,222	3,148	415

FIRST DIVISION

Open and on hand at beginning of period.....	-----	2,928	3,104	2,872	2,530	2,266
New cases docketed.....	38,816	687	823	799	1,084	928
Total number of cases on hand and docketed.....	38,816	3,615	3,927	3,671	3,614	3,194
Cases disposed of.....	35,578	377	999	567	742	664
Decided without referee.....	10,022	42	217	47	139	273
Decided with referee.....	10,163	152	226	228	308	239
Withdrawn.....	15,393	183	556	292	295	152
Open cases on hand close of period.....	3,238	3,238	2,928	3,104	2,873	2,530
Heard.....	167	167	136	179	122	2,463
Not heard.....	3,071	3,071	2,792	2,925	2,750	67

SECOND DIVISION

Open and on hand at beginning of period.....	-----	288	365	282	268	257
New cases docketed.....	4,361	287	216	305	397	376
Total number of cases on hand and docketed.....	4,361	575	581	587	665	633
Cases disposed of.....	3,982	196	293	222	383	365
Decided without referee.....	682	13	8	7	3	7
Decided with referee.....	2,499	165	270	110	269	259
Withdrawn.....	801	18	15	105	111	99
Open cases on hand close of period.....	379	379	288	365	282	268
Heard.....	80	80	106	186	149	212
Not heard.....	299	299	182	179	133	56

THIRD DIVISION

Open and on hand at beginning of period.....	-----	2,646	2,399	2,408	2,102	1,744
New cases docketed.....	13,335	773	733	615	770	763
Total number of cases on hand and docketed.....	13,335	3,419	3,132	3,023	2,872	2,507
Cases disposed of.....	10,604	688	486	624	464	405
Decided without referee.....	849	10	17	3	10	14
Decided with referee.....	7,439	534	342	309	233	311
Withdrawn.....	2,316	144	127	312	221	80
Open cases on hand close of period.....	2,731	2,731	2,646	2,399	2,408	2,102
Heard.....	1,340	1,340	1,443	1,296	2,176	1,823
Not heard.....	1,391	1,391	1,203	1,103	232	279

TABLE 9.—*Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-62, inclusive—Continued*

FOURTH DIVISION

Cases	28-year period 1935-62	1962	1961	1960	1959	1958
Open and on hand at beginning of period.....	-----	106	89	83	48	50
New cases docketed.....	1,772	126	98	80	146	98
Total number of cases on hand and docketed.....	1,772	232	187	163	194	148
Cases disposed of.....	1,659	119	81	74	111	100
Decided without referee.....	287	8	13	18	4	0
Decided with referee.....	1,041	73	33	41	85	74
Withdrawn.....	331	38	35	15	22	26
Open cases on hand close of period.....	113	113	106	89	83	48
Heard.....	92	92	84	74	50	35
Not heard.....	21	21	22	15	33	13

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1962

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage-men	Yard-foremen, helpers and switch-tenders	Yard-masters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatchers
Akron, Canton & Youngstown Ry.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Ann Arbor RR.	BLF&E	BLF&E	BRT	BRT	BRT	ARSA	BRC	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	(#)	(#)	(#)	(#).
Altanta & 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.
Chesapeake & 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.
					ORCB.					
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.
Denver & Rio Grande Western RR.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW.	ORT	ATDA.
								SMWIA.		
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 Lackawanna RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Florida East Coast Ry.	BLE	IARE	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
		BLF&E.								
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.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Long Island RR.....	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	LU.
Louisiana & Arkansas Ry.....	BLE	BLF&E	ORCB	BRT-LU	BRT-LU	RYA	BRC	BMW	ORT	ATDA.
Louisville & Nashville RR.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Maine Central RR.....	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Midland Valley RR.....	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Minneapolis & St. Louis Ry.....	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.
Minneapolis, St. Paul & Sault Ste. Marie RR.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Mississippi Central RR.....	BLE	BLE	BRT	BRT	BRT	(#)	X	BMW	ORT	ORT.
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	(*)	(*)
Nevada Northern Ry.....	BLE	BLE	BRT	BRT	(*)	X	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	(*)	(*)	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, 1962—Continued

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
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 & 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.....	BBC.....	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, 1962—Continued

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

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1962—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.	BRS.		(*)	(*)
Gulf Mobile & Ohio RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	LU.	HRE.
Illinois Central RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		BRT.	HRE.
Illinois Terminal RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	IBEW.	ARSA.	(*)	(*)
Kansas City Southern Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	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.	BRS.		(*)	(*)
Lehigh & New England RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	X.	X.		(*)	(*)
Lehigh Valley RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	RED.	BRT.	HRE.
Long Island Railroad	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	LU.	(*)	(*)
Louisiana & Arkansas Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	RED.	(*)	(*)
Louisville & Nashville RR.	IAM.	BB/	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		BRT.	HRE.
		URRWA.								
Maine Central RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	(*)
Midland Valley RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	IBEW.		(*)	(*)
Minneapolis & St. Louis Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	(*)	ARSA.	(*)	(*)
Minneapolis, St. Paul & Sault Ste. Marie RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	X.	HRE.
Mississippi Central RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	(*)		(*)	(*)
Missouri-Kansas-Texas RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	BRT.	HRE.
Missouri-Kansas-Texas RR. of Texas	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(#)	(#)
Missouri Pacific RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	BRT.	HRE.
Monon RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	BRT.	HRE.
Monongahela Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	(*)
Montour RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	X.		(*)	(*)
Nevada Northern Ry.	X.	SA.	SA.	X.	MMS.	SA.	X.		(*)	(*)
New York Central RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	ARSA.	HRE.
Ohio Central Lines.	(#)	(#)	(#)	(#)	(#)	(#)	BRS.	ARSA.	ARSA.	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	ARSA.	(#)
Michigan Central RR.	(#)	(#)	(#)	(#)	(#)	IBFO.	BRS.	ARSA.	ARSA.	(#)
Boston & Albany RR.	(#)	(#)	(#)	(#)	(#)	IBFO.	BRS.	ARSA.	ARSA.	(#)
New York, Chicago & St. Louis RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	(*)	HRE.
New York, New Haven & Hartford	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	BRT.	HRE.
New York, Susquehanna & Western RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	(*)
Norfolk & Western Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		BRT.	HRE.
Norfolk Southern Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	(*)
Northern Pacific Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	(#)	BRT.	ORCB.
										HRE.
Northwestern Pacific RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	(#)	ARSA.	(*)	(*)

Pennsylvania RR.....	IAM	URRWA/ BB	SMWIA	URRWA	URRWA	URRWA	BRS	SA	BRT	DC&RR FWU
Pennsylvania Reading Seashore Ln.....	IAM	(*)	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
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	BRS		(*)	(*)
Reading Co.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	BRT	HRE.
Richmond, Fredericksburg & Potomac RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Rutland Ry.....	IAM	BB	SMWIA	IBEW	BRCA	UMW	X		(*)	(*)
St. Louis-San Francisco Ry.....	IAM	BB/ IBEW	SMWIA	IBEW	BRCA	IBFO	BRS	(#)	BRT	HRE.
St. Louis Southwestern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		X	(#)
San Diego & Arizona Eastern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	X	(*)		BRT	HRE.
Seaboard Air Line RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Southern Pacific Co. (Pac. Lns.).....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Southern Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	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	BRS	(#)	BRT	HRE.
Staten Island Rapid Transit Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Tennessee Central Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)	RED	(*)	(*)
Texas & Pacific Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(#)	BRT	HRE.
Texas Mexican Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)		(*)	(*)
Toledo, Peoria & Western RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Union Pacific RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Utah Ry.....	SA	SA	(*)	SA	SA	X	(*)		(*)	(*)
Wabash RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Western Maryland Ry.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Western Pacific RR.....	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.

TABLE 10.—Employee representation on selected air carriers as of June 30, 1962—Continued

Airline	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	ALPA		IAM		IAM
American Airlines, Inc.	ALPA	FEIA		ALDA	ALSSA	TWU	TWU	TWU <sup>1</sup>	TWU
Bonanza Airlines	ALPA			ALDA	ALPA		IAM	LU <sup>1</sup>	IAM
Braniff Airways, Inc.	ALPA			ALDA	ALPA	CWA	IAM	BRC	(?)
Central Airlines	ALPA			ALDA	ALSSA		IAM	LU <sup>1</sup>	IAM
Continental Airlines, Inc.	ALPA	(?)		ALDA	ALPA		IAM	IAM <sup>1</sup>	IAM
Delta Air Lines, Inc.	ALPA			ALDA					
Eastern Air Lines, Inc.	ALPA	FEIA		ALDA	ALSSA	CWA	IAM	IAM <sup>1</sup>	IAM
Flying Tiger Lines, Inc.	ALPA	FEIA	TWU	ALDA	IBT		IAM	IAM <sup>1</sup>	IAM
Frontier Airlines	ALPA			ALDA	ALPA		IAM	ALEA	(?)
Los Angeles Airways	ALPA				ALPA				
Mohawk Airlines, Inc.	ALPA			ALDA	ALPA		IAM		IAM
National Airlines, Inc.	ALPA	FEIA		ALDA	ALPA	CWA	IAM	ALEA	IAM <sup>1</sup>
North Central Airlines, Inc.	ALPA			ALDA	ALSSA		IAM	ALEA	IAM
North-east Airlines, Inc.	ALPA			ALDA	ALSSA	TWU	IAM	TWU	(?)
Northwest Airlines, Inc.	ALPA	IAM	TWU	ALDA	ALSSA	CWA	IAM	BRC	IAM
Ozark Air Lines	ALPA			ALDA	ALPA		IAM	IAM	IAM
Pacific Air Lines, Inc.	ALPA	ALPA		ALDA	ALSSA		IAM	ALEA	IAM
Pan American World Airways, Inc.	ALPA	FEIA		ALDA	TWU		TWU	BRC	IBT
Piedmont Aviation, Inc.	ALPA			ALDA	ALPA				
Riddle Airlines	ALPA				ALPA		ALEA	ALEA	(?)
Slick Airways, Inc.	ALPA	FEIA	TWU		ALPA		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 <sup>1</sup>	IAM
United Air Lines, Inc.	(?)	(?)	TWU	ALDA	ALPA	CWA	IAM	IAM <sup>1</sup>	IAM
Western Airlines, Inc.	ALPA	(?)		ALDA	ALSSA	CWA	IBT	BRC	(?)
West Coast Airlines	ALPA			ALDA	ALPA		IAM	ALEA <sup>1</sup>	IAM <sup>1</sup>

<sup>1</sup> Representing only a portion of the craft or class.<sup>2</sup> Included in C.O.S.F. & P.S.<sup>3</sup> 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.<sup>4</sup> 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.<sup>5</sup> There is an agreement on file with the Board providing that the Second Officers Association has relinquished representation in favor of ALPA.

TABLE 10.—Marine employee representation on selected rail carriers as of June 30, 1962—Continued

Railroad	Licensed deck employees	Licensed engine-room employees	Un-licensed deck employees	Un-licensed engine-room employees	Captains, lighters, grain boats	Holst-ing engi-neers	Float-watch-men, 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 Rail-road Co.....	MMP	NMEB	IBT	IBT	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	-----	-----	-----	-----	-----	-----
Pennsylvania.....	MMP	TWU	SIUA	TWU	-----	IOE	-----	HRE
Reading.....	MMP	NMEB	NMU	NMU	NMU	-----	-----	NMU
Southern Pacific (Pac. Lines).....	MMP	NMEB	IUP	IUP	-----	-----	-----	IUP
Southern.....	MMP	NMEB	MMP	-----	-----	-----	-----	-----
Staten Isl. Rapid Trans.....	MMP	-----	MMP	TWU	-----	-----	-----	-----
Wabash.....	GLLO	GLLO	UMW	UMW	-----	-----	-----	-----
Western Maryland.....	-----	-----	-----	-----	-----	-----	SIUA	-----
Western Pacific.....	MMP	NMEB	IUP	IUP	-----	-----	-----	-----

#### MARINE

BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
GLLO	Great Lakes Licensed Officer's Organization
HRE	Hotel & Restaurant Employees & Bartenders International Union
IBL	International Brotherhood of Longshoremen
ILA	International Longshoremen's Association
IOE	International Union of Operating Engineers
IUP	Inlandboatmen's Union of the Pacific
MMP	International Organization of Masters, Mates and Pilots
NMEB	National Marine Engineers Beneficial Association
NMU	National Maritime Union of America
ORT	The Order of Railroad Telegraphers
RMU	Railroad Marine Union
SIUA	Seafarers Internal 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
BRS	Brotherhood of Railroad Signalmen
BRT	Brotherhood of Railroad Trainmen
BSCP	Brotherhood of Sleeping-Car Porters
DC&RRFWU	Dining Car & Railroad Food Workers Union
HRE	Hotel & Restaurant Employees & Bartenders International Union
IAM	International Association of Machinists
IARE	International Association of Railway Employees
IBEW	International Brotherhood of Electrical Workers
IBFO	International Brotherhood of Firemen and Oilers
LU	Local Union
MMS	International Union of Mine, Mill and Smelter Workers
ORCB	Order of 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

### Railroads—Continued

SMWIA	Sheet Metal Workers International Association
URRWA	Transport Workers Union of America, Railroad Division
UMW	United Mine Workers of America, District 50
UTSE	United Transport Service Employees

### AIRLINES

ALEA	Air Line Employees Association
ALCEA	Air Line Communication Employees Association
ALDA	Air Line Dispatchers Association
ALPA	Air Line Pilots Association, International
ALSSA	Air Line Stewards & Stewardesses Association, International
ATDA	Air Transport Dispatchers Association
BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
CWA	Communications Workers of America
FEIA	Flight Engineers International Association
IAM	International Association of Machinists
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America
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
- \* Carriers report no employees in this craft or class
- X Employees in this craft or class but not covered by agreement

