

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

INCLUDING  
THE REPORT OF THE  
NATIONAL RAILROAD  
ADJUSTMENT BOARD



*For the Fiscal Year Ended* JUNE 30, 1963



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**NATIONAL MEDIATION BOARD**

*Fiscal Year Ended June 30, 1963*

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**LEVERETT EDWARDS, *Chairman***

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

**HOWARD G. GAMSER, *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, 1963.*

*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-ninth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1963, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

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



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## I. SUMMARY AND OBSERVATIONS

The activities of the National Mediation Board and the National Railroad Adjustment Board are summarized in this 29th annual report of the National Mediation Board to the Congress of its administration of the Railway Labor Act for the fiscal year ended June 30, 1963.

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.

Major efforts of the Board were devoted during the past year to the Work Rules dispute involving the major railroads of the United States and their employees engaged in the operation of trains which was climaxed in the passage of P.L. 88-108, as outlined under "Items of Special Interest" in this chapter.

Insofar as actual work stoppages are concerned the past year was notable for the relatively few situations in which there was a complete shutdown of carrier operations. In six instances the Board notified the President that situations existed which in its judgment were subject to section 10 of the Railway Labor Act and Emergency Boards were created to investigate and report on these disputes. In three instances the Emergency Boards thus created were able to report back to the President that the dispute which it had been called to investigate had been resolved and no longer threatened to interrupt interstate commerce. Settlements in other disputes can be attributed directly to the guidance the parties received from the recommendations of the Emergency Boards created to investigate their problem.

In the airline industry, tribute and high praise has been extended to those organizations who incorporated in their agreements with one carrier a provision to settle by arbitration those disputes which the parties were unable to resolve within normal processes of collective bargaining.

Despite these achievements the industries served by the National Mediation Board continue to be confronted with problems arising from the displacement of workers by consolidation of facilities, introduction of labor-saving equipment and new techniques of work per-

formance. Intensive review is being made, in the light of current problems, of the employee protective benefits that have developed over the years commencing with the Emergency Transportation Act of 1933, expanded in the Washington Job Protection Agreement of 1936 and adopted or modified in conditions of employee protection in numerous merger situations. Principles evolved from these include advance notice of intended work changes, discussion and negotiation of differences, displacement allowances for employees who are reduced to lower paying jobs, furlough or separation allowances for those deprived of their earning opportunity, relocation expense and protection against loss on sale of homes for those following their work to new locations. Additionally, retraining programs and methods for controlling the rate of job reductions have been advanced as measures to aid employees in adjusting to the changing patterns of manpower utilization. The Board does not anticipate any simple formula which will apply these principles in resolving all cases. Coupled with these problems are the customary and normal disputes pertaining to rates of pay, rules and working conditions, all of which can be resolved within the framework of the act and enable all to move towards the common goal of a prosperous industry with adequate employment provided all parties meet the challenge with a recognition of each others problems and an understanding and respect for each others rights.

### ***Railway Labor Act—Development***

The 1926 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 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

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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.

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 a predetermined formula. Each case is singular and the procedure adopted must be fitted to the issue involved, the time and circumstances of the dispute, and personality of the representatives of the parties. It is here that the skill of the mediator, based on extensive knowledge of the problems in the industries served, and the accumulated experience the Board has acquired is put to the test. In mediation the Board does not decide how the issue between the parties must be settled, but it attempts to lead the parties through an examination of facts and alternative considerations which will terminate in an agreement acceptable to the parties.

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 agree to arbitration, or an emergency board shall be created under section 10 of the act, no change shall be made in the rates of pay, rules, or working conditions or established practices in effect prior to the time the dispute arose.

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

The final step in the handling of major disputes is not one which is automatically invoked when mediation is unsuccessful. Section 10 of the act pertaining to the establishment of Emergency Boards provides that if a dispute has not been settled by the parties after the various provisions of the act have been applied and if, in the judgment of the National Mediation Board, the dispute threatens substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the President shall be notified, who may thereupon, in his discretion, create a Board to investigate and report respecting such dispute. The law provides that the Board shall be composed of such number of persons as seems desirable to the President. Generally, a Board of three is appointed to investigate the dispute and report thereon. The report must be submitted within 30 days from the date of appoint-

ment 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 29 years the National Mediation Board has been in existence, 154 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. Recently, the carriers established a National Railway Labor Conference on a permanent basis. 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 major 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***

Table 7 in appendix B of this report tabulates four work stoppages which occurred in industries covered by the Railway Labor Act during the past fiscal year.

Working stoppages of short duration or those involving a few employees which were settled without the intervention of this Board, are not included in this report.

Strikes listed in the last annual report which continued through the present fiscal year are not repeated in table 7 this year. The work stoppages called by the Flight Engineers International Association against Eastern Air Lines, Inc., June 23, 1962, continued during the past fiscal year. Regular flight operations, however, were resumed by the carrier in September 1962.

Effective August 1, 1963, the petition filed by the Rutland Railway Corp. with the Interstate Commerce Commission for permission to abandon its operations was approved. An agreement had been worked out between the Rutland Railway Corp. and the four Brotherhoods representing the employees engaged in the operation of trains who called a strike on this carrier September 25, 1961. As this report is being written, there are indications that operations may be resumed over certain segments of the Rutland Railroad under the direction of new management.

All of the strikes which were called during the past fiscal year, occurred in the railroad industry. The 30-day strike which occurred on the Chicago & Northwestern Railway Co., a trunk line carrier with lines extending from Chicago through 9 mid-western States, caused

the most serious interruption to Interstate Commerce during the past fiscal year. The dispute on this carrier with the Order of Railroad Telegraphers was resolved through mediation and arbitration proceedings subsequent to investigation and report of Emergency Board 147. The carrier resumed operation on September 28, 1962, after having been shut down from August 30, 1962.

The Florida East Coast Railway was involved in two of the strikes included in table 7. The first strike commenced January 23, 1963, when the employees represented by the so-called Non-Operating Employees Organization withdrew from the service of the carrier. This strike was still in effect at the close of the fiscal year. The strike called by the employees represented by the four operating Brotherhoods occurred during the period the strike of the Non-Operating Employees was in effect. Strike action at one time was canceled following court action. Subsequently, the strike was reinstated but again canceled after the passage of P.L. 88-108. A brief summary of these strikes follows:

*A-5696—A-5739—Chicago & Northwestern Railway Co. and the Order of Railroad Telegraphers.*

August 30, 1962, a strike occurred on this railroad and continued until September 28, 1962 when a back-to-work agreement was reached by the parties. The issues involved in this dispute pertained to job security and had been the subject of investigation by Emergency Board No. 147. The recommendations of that Board were submitted to the President June 14, 1962. Intensive mediation efforts subsequent to that date did not resolve the dispute and the withdrawal from service by the employees took place as indicated above. At the suggestion of the President the parties agreed to submit the unresolved issues in the dispute to final and binding arbitration. The decision of the Arbitration Board (No. 275) is summarized in chapter 5 of this report.

*A-6627—Sub. 1—Florida East Coast Railway Co. and 11 Cooperating Railway Labor Organizations.*

On January 23, 1963, 11 cooperating railway labor organizations withdrew from the service of the Florida East Coast Railway Co. At the close of the fiscal year, June 30, the strike was still in effect although the carrier was operating on a limited basis.

The organizations involved in this dispute included the International Association of Machinists, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Sheet Metal Workers' International Association, International Brotherhood of Electrical Workers, Brotherhood of Railway Carmen of America, International Brotherhood of Firemen and Oilers, Brotherhood of Railway and Steamship Clerks, Brotherhood of Maintenance of Way Employees, Order of Railroad Telegraphers, Brotherhood of Railroad Signalmen and the Hotel and Restaurant Employees and Bartenders' International Union.

These organizations served a uniform notice on all major carriers September 1, 1961, proposing a wage increase and certain rule changes. The dispute was progressed through various stages including consideration and recommendations by Emergency Board 145 and finally settled on June 5, 1962, as reported in the previous annual report.

The Florida East Coast Railway Co., however, did not participate in the national handling and settlement of the September 1, 1961 proposal.

Subsequent to June 5, 1962, the Board attempted to mediate this dispute on the Florida East Coast Railway Co. without success and finally on October 22, 1962, advised the parties that their services were terminated under the provisions of the Railway Labor Act. Additional efforts were made after that date to bring the parties into agreement. These efforts failed and the strike commenced January 23, 1963 and has continued despite repeated efforts on the part of the Board since that date, to find a solution acceptable to the parties.

*A-6700—Florida East Coast Railway Co. and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen and Order of Railway Conductors and Brakemen.*

April 2, 1963 the Florida East Coast Railway Co. advised the general chairmen of the four operating organizations that the carrier at 12:01 a.m., April 3, 1963 would place into effect the proposed changes in rules which were the subject of NMB Case A-6700. Whereupon the organizations issued strike notice against the carrier effective 12:01, April 5, 1963.

The issues involved in NMB Case A-6700 included those which arose out of notices served by various carriers November 2, 1959 of intended changes in work rules. These changes had been the subject of investigation by the Presidential Commission established by Executive Order 10891, November 1, 1960.

May 7, 1963, an injunction was issued by the U.S. District Court for District of Columbia Civil Action 1063-63 restraining the carrier from continuing in effect or taking any action under its notice of April 2, 1963. This restraint was to continue in effect until 30 days after Emergency Board No. 154 (*See* Chapter 5), had made its report to the President.

Concurrently, the organizations withdrew their strike notices.

May 13, 1963, Emergency Board No. 154 made its report to the President and on July 3, 1963, the carrier reinstated its notice of April 2, 1963. Whereupon the organizations reissued their strike notices. This status was not changed until the passage of P.L. 88-108, a joint resolution to provide for the settlement of the labor dispute between certain carriers by railroads and certain of their employees which was approved by the President August 28, 1963. This act provided for the arbitration of certain issues contained in the carrier notices of November 2, 1959 and organization notices of September 7, 1960 and in addition prohibited any action based on those notices taken prior to August 28, 1963 unless by agreement of the parties. In compliance with this requirement the carrier rescinded the notice it had reinstated and the organizations canceled their strike notice.

*A-6929—Cleveland Stevedore Co. and United Mine Workers of America, District 50.*

A "work stoppage" on the ore and coal dock operation of this company at Huron, Ohio, occurred April 22, 1963 and continued until May 17, 1963. The work stoppage resulted from a dispute as to the proper interpretation of contract rules, the employees contending they had been laid-off while the company contended the employees were

engaging in a strike. The parties had been unsuccessful in direct negotiations to conclude a settlement of contract revision. During mediation proceedings, the parties reached an accord May 17, 1963 on new contract terms and the employees returned to work.

### THREATENED STRIKES

Section 10 of the Railway Labor Act provides that if, in the judgment of the National Mediation Board, a dispute not settled by the mediation and 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.

Following is a list of emergency boards created by Executive orders of the President after notification by this Board pursuant to section 10 of the act. In each instance the parties had not composed their differences in direct negotiations nor with the mediation assistance of the Board. In addition, one or both of the parties had declined to submit the dispute to arbitration. Out of this failure by the parties to resolve their dispute grew a strike situation which required action under section 10 of the act.

No. 149 (E.O. 11033 issued June 20, 1962).	American Airlines, Inc. and Transport Workers Union of America, AFL-CIO.
No. 150 (E.O. 11040 issued August 6, 1962).	Belt Railway Co. of Chicago and Brotherhood of Locomotive Engineers.
No. 151 (E.O. 11042 issued August 10, 1962).	Southern Pacific Co. (Pacific Lines) and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
No. 152 (E.O. 11043 issued August 14, 1962).	Pan American World Airways, Inc. and Transport Workers Union of America, AFL-CIO.
No. 153 (E.O. 11050 issued Sept. 14, 1962).	REA Express and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
No. 154 (E.O. 11101 issued April 3, 1963).	Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors and Brakemen, the Brotherhood of Railroad Trainmen and the Switchmen's Union of North America.

Section 5 of the act also provides a procedure for handling threatened strikes. Under this provision of the act the Mediation Board may proffer its services in case any labor emergency is found to exist at any time. The Board will, if the occasion warrants action under this provision, enter into an emergency situation which threatens to interrupt interstate commerce and endeavor to assist the parties in working out an arrangement which will dispose of the threat to rail or air transportation.

Usually these emergency situations occur when a notice is issued by the employees that they intend to withdraw from the service of the carrier. Investigation often indicates that the procedures of the act have not been exhausted when the notice of withdrawal from service by the employees is issued. Frequently, the point at issue involves a "minor dispute" which is under the jurisdiction of the National Railroad Adjustment Board. In such instances the parties are urged to follow the established and recognized procedures for the adjudication of such matters.

In other instances, it is found that the notice procedures of section 6 of the act have not been followed, or the procedures of direct negotiations required by the act have not been exhausted. The Board will offer its services to the parties and endeavor to work out a settlement of the differences between the parties. However, the Board does not look with favor upon those situations where a crisis is created without regard for the procedures of the act. Special Boards of Adjustment and the procedures of the National Railroad Adjustment Board are available to dispose of "minor" disputes in the railroad industry. System Boards of Adjustment serve the same purpose for the airline industry. The mediation and arbitration procedures of the act are available to handle "major" disputes in both industries. The scheme of the act is such that its orderly procedures should be followed step by step to a resolution of every dispute.

#### ITEMS OF SPECIAL INTEREST

*P.L. 88-108—Joint resolution to provide for the settlement of the labor dispute between certain carriers by railroad and certain of their employees.*

On August 28, 1963, the President approved P.L. 88-108, a joint resolution which culminated a dispute between railroad carriers and their employees engaged in the operation of trains.

This dispute began with notices filed under section 6 of the Railway Labor Act by the major rail carriers of the United States under date of November 2, 1959, on the five labor organizations which represent the operating employees of the carriers involved. These organizations were the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

The notices served by the carriers comprehended a radical change in work rules; also proposals for a complete revision in the pay schedules for the various classes of operating employees involved. The five organizations, in turn, served section 6 notices on September 7, 1960, upon the carriers involved, proposing rules changes desired by the organizations. The changes proposed by each side were of such an important nature that a Presidential Railroad Commission was set up following an agreement October 17, 1960, between the carriers and the five organizations, by Executive Order 10891, November 1, 1960, to study the dispute and submit a report thereon.

This Commission, composed of 15 members, 5 each representing the carriers, the organizations, and the public, devoted over 13 months of study to the issues covered by the two sets of notices. Ninety-six days were devoted to public hearings before the Commission. The Commission also arranged for staff and independent studies of various aspects of the dispute and observation trips were made on trains by the public members, and in February 1962 filed with the President of the United States their report containing many recommendations designed to accomplish a comprehensive revision of work rules and pay structure of employees engaged in the operation of trains. Dissents or separate statements were filed by the employee members of the Commission. A statement filed by the carrier members reluctantly accepted in general the recommendations made by the Commission. Thereafter, attempts were made by the carriers and the

organizations to conduct negotiations looking toward the implementation of the recommendations contained in the Presidential Railroad Commission's Report. These negotiations were, however, broken off on or about May 17, 1962, without any definite results.

On May 21, 1962, the five organizations named above filed an application for mediation under provisions of the Railway Labor Act with the National Mediation Board covering the carriers' section 6 notices of November 2, 1959, and the organizations' section 6 notices of September 7, 1960. This application was docketed as case A-6700 and Chairman Leverett Edwards conducted mediation in Chicago, Ill. from May 23, 1962, through June 22, 1962. The Board on June 26, 1962, formally requested the parties to this dispute to arbitrate their differences in accordance with section 5, First, of the Railway Labor Act.

On June 28, 1962, the carriers advised the Board that they were willing to submit the entire dispute to arbitration providing the parties were able to agree on the provisions of an arbitration agreement, but the organizations declined to arbitrate. On July 16, 1962, this Board notified the carrier and the organization representatives that in its judgment all practical methods provided in the Railway Labor Act for adjustment of the dispute had been exhausted, and the attention of both parties was directed to the last clause of section 5, First (b), of the Railway Labor Act, quoted as follows:

If arbitration at the request of the Board shall be refused by one or both parties, the Board shall at once notify both parties in writing that its mediatory efforts have failed and for thirty days thereafter, unless in the intervening period the parties agree to arbitration, or an emergency board shall be created under section 10 of this 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.

The file on the Board's case A-6700 was closed as of August 15, 1962. Following that action, the carriers proposed to place certain rules changes in effect August 16, 1962. This action was prevented due to litigation initiated by the organizations who contended that the proposed changes would violate the Railway Labor Act. This litigation was progressed through the federal courts and on March 4, 1963, the U.S. Supreme Court denied the contention of the organizations. (*See Decisions of significance: BLE et al. v. Baltimore and Ohio RR. Co., et al.* 372 U.S. 284 March 4, 1963.) Whereupon the carriers notified the organizations that the changes in rates and rules which they had proposed would be made effective at 12:01 a.m. April 8, 1963. The National Mediation Board being informed by the five organizations that a strike of the employees was imminent notified the President on April 2, 1963, in accordance with the provisions of section 10 of the Railway Labor Act.

On April 3, 1963, the President issued Executive Order No. 11101 creating an Emergency Board, under section 10 of the Railway Labor Act, to investigate and report on this dispute. That Board (*See Chapter 5, E.B. 154*) filed its report with the President on May 13, 1963. Following that action, further conferences were held under the auspices of the Secretary of Labor between representatives of the carriers and the labor organizations.

These conferences did not prove fruitful and the carriers announced that they proposed to put certain rule changes into effect whereupon the organizations indicated that if this were done a work stoppage

would result. On June 15, 1963, the President requested that the parties make one last major effort to resolve the dispute and that if by July 10 no accord had been reached recommendations to Congress as the circumstances appeared to dictate would be made.

July 9, 1963, the Secretary of Labor and the parties advised that the dispute remained unresolved whereupon the President proposed that all unresolved issues be submitted to Associate Justice of the Supreme Court Arthur J. Goldberg for final settlement. This proposal was not accepted by the organizations. The President then requested on July 10 that the parties defer action which would lead to a strike pending a comprehensive review and report by a special six-men subcommittee of the President's advisory committee on Labor-Management Policy. This request was agreed to. The report of this Committee, limited to the facts and issues and the respective positions of parties in this case, was submitted to the President July 19, 1963. Members of the Special Subcommittee were W. Willard Wirtz, Chairman; Luther H. Hodges, Vice-chairman; Joseph L. Block, G. E. Leighty, Stuart T. Saunders, and George Meany, Members.

July 22, 1963, the President submitted to the Congress of the United States a Special Message on the Railroad Work Rules Dispute in which the background of the case and the effects of a prolonged nationwide rail strike were outlined. The message examined the existing conditions and proposed legislation which would establish a procedure for disposing of the dispute. (S.J. Res. 102—H.J. Res. 565, 88th Cong., 1st sess.)

Hearings on the proposed legislation were initiated promptly in both houses of Congress. The President's proposal which would have utilized the facilities of the Interstate Commerce Commission to dispose of the dispute was modified after these hearings, and on August 28, 1963, Senate Joint Resolution 102 as modified was passed by the Congress and approved by the President as P.L. 88-108.

This law established an arbitration board consisting of seven members. The representatives of the carriers and the organizations were directed, respectively, to each name two persons to serve on this arbitration board. These four, in turn, were to select three additional members; if within the prescribed time this was not done, the President would name the members. The law (the full text of which is reproduced below) outlined the scope of the dispute which the arbitration board was to consider; and, a method by which; as well as, a time limit within which, the entire dispute was to be concluded.

The carriers selected J. E. Wolfe, Chairman, National Railway Labor Conference, and Guy W. Knight, Vice President-Labor Relations, The Pennsylvania Railroad, as their representatives on the arbitration board; the organizations selected H. E. Gilbert, President, Brotherhood of Locomotive Firemen and Enginemen, and R. H. McDonald, Vice President, Brotherhood of Railroad Trainmen, to represent them. When the parties failed to name the additional members of the Board, the President named the following three members: Ralph T. Seward, Washington, D.C., James J. Healy, Cambridge, Mass., and Benjamin Aaron, Santa Monica, Calif. Mr. Seward was selected as Chairman of the Board.

The Board commenced hearings in Washington, D.C., early in September 1963, but had not as this report was being prepared completed its work.

## JOINT RESOLUTION

To provide for the settlement of the labor dispute between certain carriers by railroad and certain of their employees.

Whereas the labor dispute between the carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, labor organizations, threatens essential transportation services of the Nation; and

Whereas it is essential to the national interest, including the national health and defense, that essential transportation services be maintained; and

Whereas all the procedures for resolving such dispute provided for in the Railway Labor Act have been exhausted and have not resulted in settlement of the dispute; and

Whereas the Congress finds that emergency measures are essential to security and continuity of transportation services by such carriers; and

Whereas it is desirable to achieve the above objectives in a manner which preserves and prefers solutions reached through collective bargaining; and

Whereas, on August 2, 1963, the Secretary of Labor submitted to the carrier and organization representatives certain suggestions as a basis of negotiation for disposition of the fireman (helper) and crew consist issues in the dispute and thereupon through such negotiations tentative agreement was reached with respect to portions of such suggestions; and

Whereas, on August 16, 1963, the carrier parties to the dispute accepted and the organization parties to the dispute accepted with certain reservations the Secretary of Labor's suggestion that the fireman (helper) and crew consist issues be resolved by binding arbitration but the said parties have been unable to agree upon the terms and procedures of an arbitration agreement: Therefore be it

*Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,* That no carrier which served the notices of November 2, 1959, and no labor organization which received such notices or served the labor organization notices of September 7, 1960, shall make any change except by agreement, or pursuant to an arbitration award as hereinafter provided, in rates of pay, rules, or working conditions encompassed by any of such notices, or engage in any strike or lockout over any dispute arising from any of such notices. Any action heretofore taken which would be prohibited by the foregoing sentence shall be forthwith rescinded and the status existing immediately prior to such action restored.

SEC. 2. There is hereby established an arbitration board to consist of seven members. The representatives of the carrier and organization parties to the aforesaid dispute are hereby directed, respectively, within five days after the enactment hereof each to name two persons to

serve as members of such arbitration board. The four members thus chosen shall select three additional members. The seven members shall then elect a chairman. If the members chosen by the parties shall fail to name one or more of the additional three members within ten days, such additional members shall be named by the President. If either party fails to name a member or members to the arbitration board within the five days provided, the President shall name such member or members in lieu of such party and shall also name the additional three members necessary to constitute a board of seven members, all within ten days after the date of enactment of this joint resolution. Notwithstanding any other provision of law, the National Mediation Board is authorized and directed: (1) to compensate the arbitrators not named by the parties at a rate not in excess of \$100 for each day together with necessary travel and subsistence expenses, and (2) to provide such services and facilities as may be necessary and appropriate in carrying out the purposes of this joint resolution.

SEC. 3. Promptly upon the completion of the naming of the arbitration board the Secretary of Labor shall furnish to the board and to the parties to the dispute copies of his statement to the parties of August 2, 1963, and the papers therewith submitted to the parties, together with memorandums and such other data as the board may request setting forth the matters with respect to which the parties were in tentative agreement and the extent of disagreement with respect to matters on which the parties were not in tentative agreement. The arbitration board shall make a decision, pursuant to the procedures hereinafter set forth, as to what disposition shall be made of those portions of the carriers' notices of November 2, 1959, identified as "Use of Firemen (Helpers) on Other Than Steam Power" and "Consist of Road and Yard Crews" and that portion of the organizations' notices of September 7, 1960, identified as "Minimum Safe Crew Consist" and implementing proposals pertaining thereto. The arbitration board shall incorporate in such decision any matters on which it finds the parties were in agreement, shall resolve the matters on which the parties were not in agreement, and shall, in making its award, give due consideration to those matters on which the parties were in tentative agreement. Such award shall be binding on both the carrier and organization parties to the dispute and shall constitute a complete and final disposition of the aforesaid issues covered by the decision of the board of arbitration.

SEC. 4. To the extent not inconsistent with this joint resolution the arbitration shall be conducted pursuant to sections 7 and 8 of the Railway Labor Act, the board's award shall be made and filed as provided in said sections and shall be subject to section 9 of said Act. The United States District Court for the District of Columbia is hereby designated as the court in which the award is to be filed, and the arbitration board shall report to the National Mediation Board in the same manner as arbitration boards functioning pursuant to the Railway Labor Act. The award shall continue in force for such period as the arbitration board shall determine in its award, but not to exceed two years from the date the award takes effect, unless the parties agree otherwise.

SEC. 5. The arbitration board shall begin its hearings thirty days after the enactment of this joint resolution or on such earlier date as the parties to the dispute and the board may agree upon and shall

make and file its award not later than ninety days after the enactment of this joint resolution: *Provided, however*, That said award shall not become effective until sixty days after the filing of the award.

SEC. 6. The parties to the disputes arising from the aforesaid notices shall immediately resume collective bargaining with respect to all issues raised in the notices of November 2, 1959, and September 7, 1960, not to be disposed of by arbitration under section 3 of this joint resolution and shall exert every reasonable effort to resolve such issues by agreement. The Secretary of Labor and the National Mediation Board are hereby directed to give all reasonable assistance to the parties and to engage in mediatory action directed toward promoting such agreement.

SEC. 7. (a) In making any award under this joint resolution the arbitration board established under section 2 shall give due consideration to the effect of the proposed award upon adequate and safe transportation service to the public and upon the interests of the carrier and employees affected, giving due consideration to the narrowing of the areas of disagreement which has been accomplished in bargaining and mediation.

(b) The obligations imposed by this joint resolution, upon suit by the Attorney General, shall be enforceable through such orders as may be necessary by any court of the United States having jurisdiction of any of the parties.

SEC. 8. This joint resolution shall expire one hundred and eighty days after the date of its enactment, except that it shall remain in effect with respect to the last sentence of section 4 for the period prescribed in that sentence.

SEC. 9. If any provision of this joint resolution or the application thereof is held invalid, the remainder of this joint resolution and the application of such provision to other parties or in other circumstances not held invalid shall not be affected thereby.

Approved August 28, 1963.

### FORM OF BALLOT

During the past fiscal year the form of ballot as used by the Board in conducting representation elections was the subject of controversy. Cases on this problem included U.S. District Court, District of Columbia, Civil Action 973-63, *Association for the Benefit of Non-contract Employees vs. National Mediation Board*; U.S. District Court, Northern Division of Ohio, Eastern Division, Civil No. c63-579, *J. P. Droggos vs. National Mediation Board*. At the close of the fiscal year the litigation had not been concluded. Meanwhile, the Board has not changed the form of its ballot on the basis that it should continue its normal procedure including the form of ballot until the litigation has run its full course.

### REPRESENTATION CASE PROCEDURE

The Board adopted the following procedure during the past fiscal year:

When the Executive Secretary is processing a representation petition wherein two or more labor organizations who are signa-

tories to the AFL-CIO No Raiding Pact are interested parties, he will delay further handling of said petition for a period not to exceed 30 days from the date an "R" file number is assigned thereto upon receipt of written information that either interested labor organization has appealed the case to the AFL-CIO for processing under the procedures set forth in the No Raiding Pact. The interested labor organizations and the appropriate AFL-CIO officials will be so notified of this action taken on behalf of the Board. At the expiration of the 30-day period mentioned above, normal and expeditious processing of the representation case will be resumed.

### ***Significant Collective Bargaining Agreements***

During the past fiscal year Pan American World Airways signed agreements with three labor unions which were acclaimed as examples of "industrial statesmanship of the highest order." The organizations involved were: Flight Engineers' International Association, PAA Chapter; the United Plant Guard Workers of America; and the Brotherhood of Railway and Steamship Clerks.

These agreements are unique in that the parties by common consent and voluntary action pre-elected to submit differences involving proposed changes in rates of pay, rules and working conditions to the arbitration process for adjudication. The agreements specify a method for handling direct negotiations patterned after section 6 of the Railway Labor Act with a time limit within which the direct negotiations will be completed. After this the services of the National Mediation Board will be utilized in an effort to resolve the dispute. Arbitration, in accordance with the provisions of the Railway Labor Act, will be accepted if the dispute is not resolved under the auspices of the National Mediation Board. The agreement further provides a method whereby three arbitrators including a neutral member will be selected by the parties.

These agreements outlaw economic warfare as the parties predetermine that their differences will be submitted to a neutral for final and binding decision. This achievement has been hailed as a significant contribution in the search for a solution to labor management differences.

### **PENDING WAGE AND RULES REQUESTS—(Railroad Industry)**

#### ***Contract Change Demands Which Are Open in the Railroad Industry***

#### **OPERATING EMPLOYEES**

At the close of the fiscal year three separate wage and rule movements had been initiated by organizations representing employees engaged in train operations by the serving of section 6 notices on all railroads of the country with which these organizations have agreements.

The Brotherhood of Railroad Trainmen on May 21, 1962, requested a wage increase of 25 cents per hour and a carrier-paid health and welfare plan including life insurance for each employee. The organization has not requested individual carriers to authorize a Carriers' Conference Committee for handling this notice at the national level.

At the time this report is being written, the Board has docketed cases involving this notice on several individual carriers following failure to reach settlements in direct negotiations.

The Switchmen's Union of North America, AFL-CIO, on August 31, 1962, requested a carrier-paid health and welfare plan, including life insurance. The request in this instance asked the individual carriers to authorize a Carriers' Conference Committee to handle this dispute at the national level, if local settlements are not reached on this movement which is still in direct negotiations.

The Order of Railway Conductors and Brakemen, on January 3, 1963, requested a 10 percent wage increase, and a carrier-paid health and welfare plan, including life insurance. The section 6 notice in this instance did not request the individual carriers to authorize a Carriers' Conference Committee for handling at the national level. This movement is also pending in direct negotiations.

### **NON-OPERATING EMPLOYEES**

*Contract change demands which have been progressed through negotiations at local and national levels and are now being progressed in mediation.*

The Railway Employees' Department, AFL-CIO, on behalf of six affiliated shopcraft organizations, on October 15, 1962, initiated a separate rules movement with the major carriers. The rules requests include proposals for clarification of the scope of work rules, limitations on subcontracting of work and protective benefits for those employees adversely affected in their employment by introduction of labor-saving equipment, consolidation of facilities and changes in methods of work performance.

This request has been progressed through direct negotiations at the local and national levels. The mediatory services of the Board were invoked June 28, 1963, and this case is now on the docket of cases being actively handled.

The Brotherhood of Railroad Signalmen, on February 1, 1963, initiated a separate wage movement for a 25 percent wage increase with the major carriers. Direct negotiations between National Conference Committees of employees and carriers at the national level were unsuccessful. This dispute was docketed and has been the subject of mediation by the Board under the Organization's invocation of May 8, 1963.

*The following contract change demands have been served and are now in direct negotiations between representatives of Non-Operating Employee Organizations and major carriers.*

Several non-operating employees organizations have authorized an Employees' National Conference Committee to represent them in negotiations at the national level in progressing a joint movement initiated May 31, 1963, by the service of section 6 notices on all railroads of the country with which they have agreements.

The following is a list of the organizations and an outline of the particular requests they are progressing in this joint movement:

The Order of Railroad Telegraphers. Brotherhood of Railway & Steamship Clerks, etc. Brotherhood of Maintenance of Way Employees. Hotel & Restaurant Employees & Bartenders' International Union.	Wage increase 29 cents per hour—with annual increases thereafter of 3½ percent and cost-of-living pay adjustment clause.
The Order of Railroad Telegraphers. Brotherhood of Railway & Steamship Clerks, etc. Brotherhood of Maintenance of Way Employees. Brotherhood of Railroad Signalmen. Hotel & Restaurant Employees & Bartenders' International Union. International Association of Machinists. International Brotherhood Boilermakers, Iron, Shipbuilders, Blacksmiths, Forgers and Helpers. Sheet Metal Workers' International Association. International Brotherhood of Electrical Workers. Brotherhood of Railway Carmen of America. International Brotherhood of Firemen and Oilers.	Increased vacation allowances, additional holidays, improvement in Health-Welfare-Life Insurance Plan.
The Order of Railroad Telegraphers. Brotherhood of Railway & Steamship Clerks, etc. Brotherhood of Maintenance of Way Employees. Brotherhood of Railroad Signalmen. Hotel & Restaurant Employees & Bartenders' International Union.	Stabilization of employment (rules to protect jurisdiction of work—limit subcontracting of work—provide relief for lost earnings resulting from consolidation and automation — limitations on job reductions).

In addition, a separate wage movement initiated May 31, 1963, by the Railway Employees' Department, AFL-CIO, on behalf of six affiliated shopcraft organizations is pending in direct negotiations with major carriers. The request is for a wage increase of 10 percent, plus 14 cents per hour; with annual increases thereafter of 3½ percent and cost-of-living pay adjustment clause.

Carriers have served counter proposals to the various organizations' proposals outlined above, covering wage adjustment plan, compulsory retirement, and rules to give them greater latitude in making work assignments, consolidation of facilities, use of labor saving equipment and new methods of work performance.

## DECISIONS OF SIGNIFICANCE

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

*Brotherhood of Locomotive Engineers et al vs Baltimore and Ohio RR Co.*

The background of this dispute is more fully outlined elsewhere in this report in comments on P.L. 88-108. Briefly stated the carriers and operating organizations had in 1959 served section 6 notices on each other which if adopted would have created basic wage and rule changes. With the concurrence of the parties involved, a special commission was created by the President to examine the issues and problems arising out of the above mentioned notices. The Commission in due course submitted its report to the President. Subsequently, the parties met and found that they were not able to resolve their dispute. At this point the mediation services of the National Mediation Board were invoked by the organizations. Mediation efforts failed and the or-

ganizations declined to arbitrate the dispute. The National Mediation Board closed the case. The operating organizations then initiated this suit seeking a judgement that rule changes proposed by the carriers would violate the Railway Labor Act.

The U.S. Supreme Court in its decision No. 730, March 4, 1963, stated:

The only question presented, therefore, whether the record before us sustains the finding of both lower courts that the parties have exhausted the procedures provided by the Railway Labor Act for major disputes such as that involved here. As this Court stated in *Elgin, J. & E. R. Co. vs. Burley*, 325 U.S. 711, 725:

\* \* \* the parties are required to submit to the successive procedures designed to induce agreement. Section 5, First (b). But compulsions go only to insure that those procedures are exhausted before resort can be had to self-help. No authority is empowered to decide the dispute and no such power is intended, unless the parties themselves agree to arbitration.

The 1960 agreement establishing the Presidential Commission contained a provision purporting to accept the Commission's proceedings as a replacement for the procedures required by the Railway Labor Act. Whether or not such a provision could effectively forestall either party from resorting to the procedures of section 5 of the act is a question which we need not decide, because the services of the National Mediation Board were in fact specifically invoked by the organizations' and the Board's procedures were exhausted. Similarly, although arbitration pursuant to section 7 was refused by the organizations, that section, clearly provides that "the failure or refusal of either party to submit a controversy to arbitration shall not be construed as a violation of any legal obligation imposed upon such party by the terms of this chapter or otherwise."

There is, consequently, no question of bad faith or misconduct on the part of either party justifying the other side's unilateral imposition of changes in working rules. What is clear, rather, is that both parties, having exhausted all of the statutory procedures, are relegated to self-help in adjusting this dispute, subject only to the invocation of the provisions of section 10 providing for the creation of an Emergency Board. And on this basis the judgment below must be, and is

Affirmed.

*Brotherhood of Locomotive Engineers, et al v. Louisville and Nashville Railroad Co.*

This case pertains to the procedures of the National Railroad Adjustment Board and the right to strike by an organization in an effort to compel compliance with a "money award" of that Board.

The National Railroad Adjustment Board sustained an employee's claim to be reinstated after discharge by the carrier with the order:

Claim sustained with pay for time lost as rule is construed on the property.

The carrier reinstated the claimant but efforts to agree upon the amount of pay for time lost were fruitless. Efforts to have the Adjustment Board clarify its award were not successful. The organization then set a strike deadline. The carrier obtained injunctive relief from the strike, the court holding that the organization could not strike for the purpose of enforcing its interpretation of the Adjustment Board's money award, but must, instead, utilize the judicial enforcement procedure provided by section 3, first (p) of the Railway Labor Act. (190 F. Supp. 829.) The Court of Appeals for the Sixth Circuit affirmed (297 F. 2d 608). The U.S. Supreme Court affirmed this judgment, No. 94, April 29, 1963, Justices Goldberg, Douglas and Black dissenting.

*International Association of Machinists, AFL-CIO, et al v. Central Airlines, Inc.*

This case involved the question as to whether award made by airline system boards of adjustment can be enforced in Federal courts. The incident upon which the litigation is based occurred when six individuals were discharged by the carrier after they refused to attend disciplinary hearings without having a union representative present. Grievances were filed and carried through to a system board of adjustment acting with a neutral appointed by the National Mediation Board. The award of the board ordered the individuals reinstated without loss of seniority and with back pay. The carrier refused to comply, whereupon suit was filed in the U.S. District Court for the Northern District of Texas by the individuals for enforcement of the award. The lower courts allowed the carrier's motion to dismiss the action on the basis that there was no federally-created cause of action.

The U.S. Supreme Court in its decision, No. 61, April 15, 1963, stated:

Certiorari was granted to consider the important question of whether a suit to enforce an award of an airline system board of adjustment is a suit arising under the laws of the United States under 28 U.S.C., section 1331 or a suit arising under a law regulating commerce under 28 U.S.C. section 1337. 369 U.S. 802. We have concluded that this question must be answered in the affirmative and that the District Court has jurisdiction to proceed with the suit.

## 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. A total of 275 “E” cases were docketed since the beginning of the series.

Another type of case which has been consuming an increasing amount of the Board’s time 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. Moreover, 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 1963, the Board handled 85 “C” cases, of which 3 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, indicates that the total number of all cases normally docketed during fiscal 1963 was 297. This is 10 more cases than the number docketed in the previous year; a decrease of 8 representation and an increase of 18 mediation cases. The interpretation cases remained the same. During the 29-year period of the Board's existence, 10,761 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.

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 the past fiscal year.

## **2. DISPOSITION OF CASES**

Table 1 further indicates that a total of 269 cases were disposed of in fiscal 1963. Compared with 277 in the previous year, this is a decrease of 8 cases. There was an increase of 1 representation case disposed of, 68 in 1963, 67 in 1962, but a decrease of 6 mediation cases and a decrease of 3 interpretation cases. The total of mediation cases disposed of in 1963 was 199, while the total for 1962 was 205. The total of interpretation dispositions was 2 for 1963, while the total was 5 in 1962. In the 29-year period, the Board has disposed of 10,475 cases.

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

Table 3 shows that 8,460 employees were involved in 68 representation disputes in fiscal 1963. These totals are comparable to fiscal 1962 when 11,504 employees were involved in 67 disputes. Railroad employees accounted for 3,661 of the total in 42 disputes, while airline employees numbered 4,799 in 26 disputes. This is the third consecutive year in which more airline employees were involved in representation disputes than were railroad employees.

Table 4 shows that of the total of 269 of all cases disposed of, railroad employees were involved in 175 while airline employees were involved in 94. Railroad train, engine, and yard service employees were parties to 86 cases; 15 representation, 71 mediation. Railroad clerical, office, station, and storehouse employees were involved in 13 cases: 1 representation, 12 mediation. Dining-car employees, train and pullman porters were involved in 14 cases equally divided between mediation and representation disputes.

In the airline industry, the same table indicates that mechanics were involved in 18 cases: 1 representation and 17 mediation. Clerical, office, stores, fleet and passenger service employees accounted for 7: 3 representation, 4 mediation. Stewardesses were parties to 15 cases, 4 of which were representation, 10 were mediation and 1, an interpretation case. Pilots accounted for 23 mediation cases, 3 representation, and 1 interpretation case, for a total of 27.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of during fiscal 1963. Involved in the total of 68 representation cases disposed of were 79 crafts or classes covering 8,460 employees. There were 46 railroad crafts or classes, numbering 3,661 employees, or 43 percent of all employees involved. Dining-car employees, train and pullman porters were involved in 7 cases, of 7 crafts or classes totaling 1,754 individuals, amounting to 21 percent of the grand total. Train service accounted for 12 percent of the employees in 12 cases covering 16 crafts or classes.

In the airline industry 33 crafts or classes were involved in 26 cases covering 4,799 employees, amounting to 57 percent of the grand total. Stewardesses were involved in 4 cases with a like number of crafts of classes covering 1,605 employees, which constituted 19 percent of the grand total. Mechanics were involved in 1 case totaling 1,776 employees, or 20 percent of the grand total. Clerical, office stores, fleet and passenger service employees were involved in 3 cases, covering 568 employees, accounting for 7 percent of the grand total.

#### 4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal 1963 totaled 236, an increase of 18 cases when compared to the total of 218 docketed in the previous year. The total of cases docketed when added to 234 cases on hand at the beginning of the year makes a total of 470 cases considered by the Board during fiscal 1963. The Board disposed of 199 mediation cases, leaving 271 pending and unsettled at the end of the year.

Table 2 summarizes mediation cases disposed of during fiscal 1963, subdivided into method of disposition, class of carrier, and issue involved. Of the total of 199 cases, 133 were railroad disputes while 66 were airline. Mediation agreements were obtained in 118 cases: 70 railroad and 48 airline. One agreement to arbitrate was reached in the railroad industry. Cases withdrawn after mediation totaled 18: 17 railroad and 1 airline. Fifteen cases were withdrawn before mediation: 9 railroad, 6 airline. Carriers refused to arbitrate unresolved issues in 7 cases: 5 railroad and 2 airline; the employees refused to arbitrate in 26 cases: 23 railroad and 3 airline; and both the carrier and the employees refused to arbitrate in 4 disputes: 1 railroad and 3 airline. The Board dismissed 10 cases: 7 railroad and 3 airline.

Of the total of 133 railroad cases, Class I carriers were involved in 81 disputes; Class II in 11; switching and terminal companies in 23; electric railroads in 5; and miscellaneous rail carriers in 13.

Rates of pay was the main issue in 42 railroad cases, whereas in the airline industry it was the main issue in 55 of the total of 66 cases. Rules were the main issues in 91 railroad cases, compared to 10 in the airline industry. One new agreement was executed in the airline industry.

## 5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 4,794 of the total of 8,460 employees actively participated in the outcome of the 68 representation cases. Certifications based on an election were issued in 44 cases: 28 railroad and 16 airline. Of the 28 railroad cases, 31 crafts or classes were involved among 3,469, of which 3,005 actively participated in the selection of a representative. In the 16 airline cases, among 21 crafts or classes, 2,438 employees were involved, of which 1,695 exercised their right to cast a secret ballot.

Certification based on the verification of authorizations was issued in 11 cases involving 72 employees.

Cases withdrawn after investigation totaled 3, all in the airline industry, involving 273 employees.

Two railroad cases were withdrawn before investigation which involved 25 employees, 4 cases in the airline industry were withdrawn before investigation involving 293 employees.

The Board dismissed four cases, one railroad, and three airline. The railroad case involved 95 employees, whereas the airline cases involved 1,795.

Table 6 shows 214 railroad employees in 15 crafts or classes acquired representation for the first time. In the airline industry 137 employees in 10 crafts or classes secured representation for the first time by means of an election.

A new representative was selected by 2,183 railroad employees in 21 crafts or classes. Of this total, 75 employees in 2 crafts or classes selected a local union for their representative, whereas 2,108 employees in 19 crafts or classes retained a national organization for their collective-bargaining agent. In the airline industry, 2,260 employees in 9 crafts or classes selected a new representative, all national organizations.

In the railroad industry, 1,145 employees in 8 crafts or classes retained their present collective-bargaining representative following a challenge by another union. In the air transport industry, four employees in one craft or class retained their existing representation following an election 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, 860 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, D.C., 20572.

#### 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 5 cases were assigned in the "E" number series.

## **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.

Another facet of this problem is the requirement that an agreement which has been negotiated by the designated representatives must be ratified by the membership of the organization. Failure of the employees, in some instances, to ratify the action of their designated representatives casts a doubt on the authority of these leaders and a question as to the extent to which they can negotiate settlement of disputes. In time this situation may have far reaching effects unless corrected for it is basic that negotiators must speak with authority which can be respected if agreements are to be concluded.

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.

The act provides that enforcement of this provision may be carried out by any district attorney of the United States proceeding under the direction of the Attorney General of the United States.

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

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

must authorize the applicant organization or individual to represent for the purpose of the Railway Labor Act the employees who signed the authorization cards. The names of all employees signing authorizations must be shown on a typewritten list prepared in alphabetical order and submitted in duplicate at the time the application is filed.

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

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

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.

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.

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 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.

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 approved 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 6 awards rendered during the fiscal year 1963 on disputes submitted to arbitration.

*ARB. 272.—The Baltimore & Ohio Railroad Co. and the Order of Railroad Telegraphers*

Members of the Arbitration Board were A. R. Lowry (vice B. N. Kinkead, deceased), representing the organization; B. G. Herbig, representing the carrier; and Francis J. Robertson, neutral party selected by the parties and appointed by the National Mediation Board. Mr. Robertson was selected as Chairman of the Board.

The Board met in Baltimore, Md., on May 21, 1962, and heard the parties in dispute. The award was rendered July 17, 1962.

The Baltimore & Ohio Railroad Co. pursuant to authority granted by the Interstate Commerce Commission abandoned its line between Blanchester and Hillsboro, Ohio. The protective condition imposed by the I.C.C. order approving this abandonment were those commonly referred to as the "Oklahoma Conditions" (257 I.C.C. 177). As a result of the abandonment the position of agent at Hillsboro, Ohio, was abolished May 29, 1961. The agent whose position was abolished exercised his seniority rights and displaced or "bumped into" an agency position at Loveland, Ohio. He, thereafter, asserted a claim against the carrier for moving expenses and loss suffered in the sale of his home for less than its fair value. The carrier declined the claim and subsequently agreement was reached by the carrier and the organization to submit the question to a Board of Arbitration.

The question posed to the Board required an interpretation of paragraphs "7" and "9(a)" of the Oklahoma Conditions.

The unanimous award of the Board was as follows:

1. Upon the abandonment of Hillsboro, Mr. Endicott, who was thus required to change the place of his employment, was not thereby required to "move his place of residence" within the meaning of paragraph "7" of the Oklahoma

Conditions, so as to be entitled to be reimbursed for the losses of pay and moving expenses claimed by him.

2. As a person required to change the point of his employment he was not "therefore required to move his place of residence" within the meaning of paragraph 9(a) of the Oklahoma Conditions.

ARB. 273 (Case A-6612).—*Railway Express Agency, Inc. and the International Association of Machinists, AFL-CIO*

The Board of Arbitration appointed pursuant to an agreement dated November 19, 1962, consisted of John N. Meisten, representing the carrier; Joseph W. Ramsey, representing the organization; and Harold M. Gilden neutral member selected by the parties and appointed by the National Mediation Board. Mr. Gilden was selected as Chairman of the Board.

Hearings were held for a period of 4 days commencing December 10, 1962, in Washington, D.C. Subsequently, executive sessions were held by the Board in Chicago, Ill. The award was rendered January 18, 1963.

The specific question submitted to the Board for decision pertained to the amount of an increase in pay, if any, and the effective date and duration thereof which should be granted employees represented by the organization.

The award, to which the carrier member dissented provided:

1. All basic hourly rates of pay shall be increased progressively as follows:

(a) By 4 cents effective February 1, 1962.

(b) By 2½ percent effective May 1, 1962.

(c-1) By 4½ percent effective July 1, 1962, for mechanics, gang leaders and others paid at the mechanic's rate or higher at New York City, N.Y.; Baltimore, Md.; Boston, Mass.; Buffalo, N.Y.; Cincinnati, Ohio; Cleveland, Ohio; Philadelphia, Pa.; Pittsburgh, Pa.; Chicago, Ill.; Detroit, Mich.; Milwaukee, Wis.; Minneapolis, Minn.; St. Louis, Mo.; St. Paul, Minn.; Atlanta, Ga.; Washington, D.C.; Los Angeles, Calif.; Oakland, Calif.; San Diego, Calif.; San Francisco, Calif.; and Seattle, Wash.

(c-2) By 1½ percent effective July 1, 1962, for all others.

(d) By 3 percent effective January 1, 1963.

2. That the increases awarded by paragraph 2 herein shall be effective from February 1, 1962, May 1, 1962, July 1, 1962, and January 1, 1963, as aforesaid until November 1, 1963, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that notices to change the rates of pay established by this award may be served on or after August 1, 1963, provided such notices do not contemplate effective dates earlier than November 1, 1963.

ARB. 274 (A-6245).—*Pan American World Airways, Inc. and Flight Engineers' International Association, PAA Chapter*

Members of the Arbitration Board created by an agreement dated July 25, 1962, were Charles W. Birely, Jr., representing the carrier; Herman Sternstein representing the organization, and Paul N. Guthrie neutral member selected by the parties and appointed by the National Mediation Board. Mr. Guthrie was selected as Chairman of the Board.

Hearings commenced September 4, 1962, in New York, N.Y.; the award was rendered October 10, 1962.

Seven specific questions pertaining to wages, rules, and working conditions for flight engineers were submitted to the Board. The organization's representative dissented to the award which in substance provided for:

*Wages:* A percentage increase effective June 1, 1961, with an additional amount effective June 1, 1962. On June 1, 1963, separate percentage increases were given for flight engineers employed on piston aircraft and those employed on

turbojet aircraft. In certain brackets additional pay increase intervals were added. In addition the carrier assumed certain expenses in connection with a pension fund.

*Rules and working conditions:* The carrier's request for the establishment of a Reserve Engineer Officer Category was denied. The request of the organization for the automatic promotion of Assistant Engineer Officers to Engineer Officer after 5 years of compensated service was also denied.

The Board ruled employees could not be held on involuntary temporary assignments at non-crew-base stations except by mutual agreement together with other rules pertaining to such assignments.

Flight duty limitations on a daily basis were established as follows:

On piston aircraft: 10 hours flight deck duty time; 15 hours duty time

On turbojet aircraft: 10 hours flight deck duty time; 16 hours duty time

The agreement was to continue until June 1, 1964.

ARB. 275 (A-5696 and A-5793).—*Chicago & North Western Railway Co., and Order of Railroad Telegraphers*

The Board of Arbitration was established following an agreement between the parties September 28, 1962, made pursuant to a request of the President of the United States that the strike in progress on the lines of the carrier be terminated and the remaining issues be submitted to arbitration. Members of the Board included B. W. Heine-man, representing the carrier; G. E. Leighty, representing the organization; upon nomination by President Kennedy, Sylvester Garrett was designated by the National Mediation Board as the third and neutral member of the Board.

Hearings commenced October 2, 1962, in Washington, D.C., and were concluded October 4. The award was rendered October 8, 1962.

This proceeding developed out of the handling of a notice served by the organization on the carrier for a rule that:

"no position in existence on December 3, 1957, will be abolished or discontinued except by agreement between the carrier and the organization."

The customary procedures of direct negotiation, mediation and emergency board recommendations were exhausted without agreement. A work stoppage, which is described more fully elsewhere in this report ensued. In settlement of the dispute the parties agreed upon a program of employee protection as recommended by Emergency Board No. 147 except for four areas of disagreement which were submitted to this Arbitration Board for resolution at the request of the President. In submitting the questions at issue for settlement, the parties stated:

"It is agreed that each question shall be resolved and decided by the panel on the basis of and in terms of its determination of the proper application to the question of the Report and Recommendations of Emergency Board No. 147, dated June 14, 1962."

The four specific questions and the decisions of the Board follow. The representative of the organization indicated a dissent in the decision in response to questions two, three, and four.

#### *Question 1:*

"What shall be established and included in the parties' Memorandum of Agreement of September 28, 1962, as the substantial period of advance notice to be given by the Carrier to the General Chairman of the Organization of the decision to permanently discontinue any position? It is agreed that in resolving and deciding this question the panel may establish, if it determines this to be proper, different notice periods for different types of situations."

In its findings the Board concluded:

"The following paragraph should be added to Article II, section 1(a) of the Memorandum of Agreement of September 28, 1962:

"The period of notice determined under the Agreement for Final Determination is ninety (90) days."

*Question 2:*

"What provision should be included in the parties' Memorandum of Agreement of September 28, 1962, regarding the rights of the parties, and the procedures, if any, to be followed, in cases in which, after notice to the General Chairman of the Organization and conferences between the parties as provided in Article II, section 1(a) of the Memorandum of Agreement of September 28, 1962, and despite the Organization's disagreement, the Carrier adheres to its decision to permanently discontinue a position? What, if any, application of such provision should be made retroactively to cover cases of permanent discontinuance of positions between January 22, 1958, and the date of the decision of the panel?"

In its findings the Board concluded:

"The following paragraphs should be added to Article II, section 1(a) of the Memorandum of Agreement of September 28, 1962:

"In cases in which, after notice to the General Chairman of the Organization and conferences between the parties as provided in this subsection, and despite the Organization's disagreement, the Carrier adheres to its decision to permanently discontinue such position, the Carrier may discontinue such position, subject to compliance with the other provisions of this Memorandum of Agreement of September 28, 1962. In the case of the elimination of positions subject to regulatory approval, the Organization is not hereby precluded from opposing any such proceedings on its merits."

*Question 3:*

"What provision should be included in the parties' Memorandum of Agreement dated September 28, 1962, to give effect to the following recommendation of the Emergency Board?

*"2. Forty-Hour Workweek Guarantee*

A guarantee of forty hours a week should be established for employees assigned to the extra board. Such a guarantee will be feasible only if management is authorized to determine the appropriate size of the extra board."

"It is agreed that the panel shall be advised in the presentation of this question regarding the provisions relating to all aspects of the 'Forty-hour Workweek Guarantee' which were tentatively agreed to during the negotiations between the parties, and of the proposals and positions of both parties leading up to and regarding these provisions; but these shall not be binding on the panel."

In its findings the Board concluded:

"To implement the Emergency Board's recommendation for a 'feasible' 40-hour workweek guarantee and to observe its mandate that any protective provision be 'tailored to the facts and circumstances of the case,' the following provisions should be incorporated in Article II, Section 2 of the Memorandum of Agreement of September 28, 1962:

*"Section 2. Forty-hour Workweek Guarantee*

"(a) Extra employees shall be guaranteed payment for forty (40) hours of work per week, except that this guarantee shall be reduced by eight (8) hours in any week for any day on which an employee does not work by reason of his failure to respond in accordance with the applicable rules of existing agreements to a call on that day for work which is not in violation of the Hours of Service Law. In computing this guarantee, when time paid for as an employee represented by the Organization, or in any other capacity in which the carrier has the right to use him under the applicable agreement in any week commencing with Monday is less than the guaranteed hours, and additional amount of time will be paid at the minimum rate of a full time telegraph position on the seniority district involved so that the total time paid for will equal the guaranteed hours.

"(b) The carrier is authorized to determine the appropriate size of the extra board, which authority recognizes the right of the carrier to increase or reduce the number of employees on any extra board at any time, either

through hiring or failing to hire new employees, or through furloughing, in inverse order of their seniority, of employees from the extra board who have seniority dates of June 15, 1962, or later, and any existing rule or rules in conflict herewith are modified to the extent provided herein. If in the Carrier's judgment there is a probability that the limitation in the foregoing sentence will require the maintenance of an excessive number of employees on the extra board, it may give the Organization, through its General Chairman, ninety (90) days' notice that it intends to reduce the extra board with respect to employees having seniority dates earlier than June 15, 1962, and to what extent. During the ensuing 90-day period the parties shall discuss the situation, including discussion of the possible consolidation of seniority districts, the encouragement of early retirement, and like measures, and seek to negotiate an agreement whereby the objective of maintaining employment stability may be attained without requiring the Carrier to maintain unnecessary employees on its payroll. Should the parties fail to agree during such 90-day period of notice, the Carrier thereafter may take such action to reduce the extra board, including the furloughing of any employees of any seniority date, in inverse order of their seniority, as may be required in its judgment, subject, however, to Section 2(c) hereof and any applicable protective provisions contained in this Memorandum of Agreement dated September 28, 1962.

"(c) Employees furloughed from the extra board during the week shall be entitled to the forty (40) hour guarantee for the full week in which furloughed."

*Question 4:*

"What, if any, action by the Organization regarding claims pending on the property of the Carrier, involving the Central Agency Plan, including those now pending before the Third Division, National Railroad Adjustment Board, is appropriate in view of the provision in section 14 of the Memorandum of Agreement of September 28, 1962, for retroactive application of sections 3, 4, 5, and 7, and the first sentence of section 11 of said Memorandum?"

In its findings the Board concluded:

"The following paragraph should be added to Article II, section 14, of the Memorandum of Agreement of September 28, 1962:

"This section of this Agreement shall not of itself require the Organization or any employee it represents to withdraw or modify any claim or grievance now pending on the property of the Carrier, including those now pending before the Third Division, National Railroad Adjustment Board. However, any payment of benefits sought under this section 14, growing out of, or with respect to, any particular "permanent abolishment (elimination—discontinuance) of a position" resulting from the establishment of a Central Agency Plan, shall be conditioned on the withdrawal of any inconsistent claims relating to such position, including claims presently pending before the National Railroad Adjustment Board."

ARB. 276.—*Pittsburgh & Ohio Valley Railway Co. and United Steelworkers of America, AFL-CIO, Local 3780*

Members of the Arbitration Board were T. H. Connolly, representing the carrier; John J. Toner, representing the organization and James C. Beech, third and neutral member selected by the parties and appointed by the National Mediation Board. Mr. Beech was selected as chairman of the Board.

Hearings commenced February 23, 1963, in Pittsburgh, Pa. The award was rendered May 1, 1963.

In the arbitration agreement the parties provided:

"The procedure to be followed by the Board of Arbitration is as follows:

A. The ground crews of the Pittsburgh and Ohio Valley Railway Company's yard crews (i.e., Conductors and Brakemen employed by the Carrier for its plant and its general switching crews) shall for the purposes hereof be compared with ground crews in rail operations conducted by Steel companies other than Common Carriers.

B. If it is found that switching crews of Steel companies other than Common Carriers are being operated on a day-to-day basis with less than

the number of Conductors and Brakemen employed on individual Pittsburgh and Ohio Valley Railway Company crews, then the Board shall award that the Carrier's proposal . . . as it pertains to consist of crews, shall become a part of the Current Schedule Agreement in effect between the Pittsburgh and Ohio Valley Railway Company and the United Steelworkers of America, and become effective as of the date the award is rendered by this Board."

The Board in its conclusion stated that

"The burden of proof lay with the Carrier to prove that switching crews of Steel companies other than Common Carriers are being operated on a day-to-day basis with less than the number of Conductors and Brakemen employed on Crews of the Carrier. The Carrier sustained that burden of proof."

Accordingly in its award the Board provided that the following paragraph should be inserted in the schedule agreement between the parties:

*"Consist of Yard Crews*

(1) Management shall have the unrestricted right, under any and all circumstances, to determine when and if Brakemen or Helpers shall be used in each Crew employed (including Yardmen who work independent of a yard crew) in all classes of yard service, and if used, the number and classification of employees who will be so used.

(2) All agreements, rules, regulations, interpretations and practices, however established, which conflict with the provisions of this rule shall be eliminated.

ARB. 277 (Case A-6617).—*Southern Pacific Co. (Pacific Line) and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees*

This arbitration agreement was entered into pursuant to a telegram received from President Kennedy on March 13, 1963. The entire dispute had been investigated by Emergency Board No. 151 whose report and recommendations outlined elsewhere in this chapter had been submitted to the President on December 31, 1962. Subsequent negotiations after that report had been issued failed to dispose of all issues. It was then that the parties upon the urging of the President agreed that unresolved questions should be submitted to an arbitration board for decision on the basis of and in terms of its determination of the proper application to the question of the Report and Recommendations of Emergency Board No. 151.

The members of the Board were K. K. Schomp, representing the carrier; Lester P. Schoene, representing the organization; and J. Keith Mann, nominated by President Kennedy and appointed by the National Mediation Board as the third and neutral member.

Hearings commenced March 19, 1963, at San Francisco, Calif. The unanimous award was rendered March 22, 1963.

Five specific questions requesting a decision as to proposals for completing an agreement between the parties were submitted to the Board, the range of which are illustrated by the answers.

The answer to Question No. 1, established 30 days as the number of days after the termination of an emergency within which positions abolished during the said emergency are to be reestablished and filled.

In response to Question No. 2, net revenue ton miles per calendar quarter was established as the criteria for restoring abolished positions.

Six months was the time factor established by the answer to Question No. 3, in determining whether a position had been permanently abolished.

Question No. 4 was answered (a) so as to establish 1 hour as the time in excess of which employees shall be compensated for necessary

waiting time, (b) also awarded was a fixed per diem allowance to employees for lodging and meals while away from headquarters.

The answer to Question No. 5 established a procedure for training programs to develop skills and facilitate the bidding opportunities of employees when methods or procedures of handling are changed with the result that additional or different duties are assigned to positions.

## 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, 1963.

**EMERGENCY BOARD NO. 148** (Case No. A-5809 and A-6063).—*New York Central Railroad Co. System and the Pittsburgh & Lake Erie Railroad Co. and employees represented by the Order of Railroad Telegraphers*

The Emergency Board created under Executive Order 11027 issued by the President June 8, 1962, consisted of Joseph Shister, Buffalo, N.Y., Chairman; J. Harvey Daly, Washington, D.C., and Walter F. Eigenbrod, Huntsville, Ala., members.

The Board convened in New York City, N.Y., and held hearings from June 19 through July 6, 1962. The parties agreed and the President consented to an extension of time within which the Board would be permitted to file its report. The report was submitted to the President August 30, 1962.

The dispute which the Board investigated resulted from the abolishment of positions through technological and organizational change, and the union's attempt to cope with these abolitions. The union proposed that no position in existence on March 4, 1958, should be discontinued by the company without express agreement by the union.

The parties were unable to resolve the dispute in direct negotiations and subsequent mediation proceedings. The organization declined to arbitrate and announced strike action effective June 12, 1962. The National Mediation Board notified the President that an emergency existed and the creation of Emergency Board No. 148 followed.

The Board rejected the union proposal, on the ground that such a rule would give the union absolute veto power over proper managerial functions. The Board found that the company should be free to carry out technological and organizational changes designed to improve the efficiency of the railroad. But the Board also found that the changes made by the company have imposed hardships on the displaced employees in the form of lower earnings, irregular employment, accelerated resignations, early retirement, and other similar burdens. The Board, therefore, found it was in keeping with the public interest that these employees should be protected by appropriate measures.

Accordingly, the Board recommended that the parties negotiate the following protective conditions:

(1) Advance notice by the company to employees whose regular positions are eliminated.

(2) Advance notice to the union and consultation between the company and the union regarding any position that is to be eliminated.

(3) Arbitration of certain aspects of disagreement between the parties regarding the impact of eliminated positions.

(4) Displacement allowances, unemployment allowances, separation allowances, maintenance of fringe benefits, moving expenses and coverage of real estate losses—all in accordance with the provisions of the Washington Job Protection Agreement of 1936.

(5) A 40-hour work guarantee for extra employees if the parties can reach agreement on the number of extra employees thus needed.

(6) Preference in rehiring to former employees within the union's jurisdiction.

(7) The development of training programs, through the joint efforts of the parties, designed to increase the employment opportunities of displaced employees.

**EMERGENCY BOARD NO. 149** (Cases Nos. A-6663 and A-6582).—*American Airlines, Inc. and employees represented by the Transport Workers Union of America, AFL-CIO*

The Emergency Board created under Executive Order 11033 issued by the President June 20, 1962, consisted of Paul N. Guthrie, Chapel Hill, N.C., Chairman; James J. Healy, Boston, Mass., and Burton B. Turkus, New York, N.Y., members.

No formal report was submitted by the Board which advised the President August 11, 1962, that all issues submitted to the Board for investigation and report had been resolved by agreement between the parties, the agreement ratified by the employees and as of that date was in effect, thus disposing of the dispute.

**EMERGENCY BOARD No. 150 (Case No. A-6690).—***Belt Railway Co. of Chicago and employees represented by the Brotherhood of Locomotive Engineers*

The Emergency Board created by Executive Order No. 11040 issued by the President August 6, 1962, consisted of Paul D. Hanlon, Portland, Oreg., Chairman; David H. Stowe, Washington, D.C., and Frank D. Reeves, Washington, D.C., members.

The Board convened in Chicago, Ill., on October 10, 1962. Hearings were held at Chicago from October 10 through October 12, from October 22 through October 26, and from November 5 through November 9, 1962. The record of the case consists of 1,493 pages of transcript and 23 exhibits. At the conclusion of the hearings, the Board proffered its services for further mediation sessions and both parties expressed a willingness to participate in such sessions. Based upon stipulations of the parties, the President granted several extensions of time.

In its report submitted to the President March 4, 1963, the Board advised that it had met with the parties on November 9, 19, and 20, and again on December 14, 1962, and subsequently prepared and submitted to the parties proposals for settlement of the various items in dispute. Following these mediation sessions, the parties returned to the bargaining table and on February 16, 1963, arrived at a voluntary agreement which by its terms constituted a full and complete settlement of all disputes and matters involved in or growing out of all section 6 notices heretofore served by the organization on the carrier and now pending pursuant to the provisions of the Railway Labor Act as amended, and identified as National Mediation Board Case No. A-6690.

**EMERGENCY BOARD No. 151 (Case No. A-6617).—***Southern Pacific Co. (Pacific Lines) and employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees*

The Emergency Board created by Executive Order 11042 issued by the President August 10, 1962, consisted of J. Keith Mann, Stanford, Calif., Chairman; John F. Sembower, Chicago, Ill., and Abram H. Stockman, New York, N.Y., members.

The Board convened hearings on September 10, 1962, in San Francisco, Calif., and continued intermittently to November 3, 1962. Because of the seriousness of the dispute, the extensive number of witnesses and exhibits, and the complexity of the issues the parties requested and the President approved an extension of time within which the report was to be submitted. The report was presented to the President December 31, 1962.

The dispute resulted from layoffs occasioned by position reductions stemming from the carrier's efforts to improve the efficiency of its line. During the period 1957-61, more than 4,500 positions, or nearly 40 percent of the permanent jobs covered by the craft or class on the

Southern Pacific, were eliminated while traffic, measured in revenue ton-miles, over the road's 8,000 miles of trackage increased 11.6 percent. Further abolitions are planned for the future, although at a diminished rate.

The Brotherhood, in a notice served upon the carrier September 22, 1958, sought stabilization and security in employment by providing 100 percent income protection for 5 years against "any \* \* \* conditions which bring about the reduction of existing positions and/or work," or, in the alternative, a lump sum separation allowances, dependent upon seniority, of as much as 1,800 days' pay.

The carrier rejected the Brotherhood's demands, contending that the clerks had suffered no hardships as a result of position abolition and that protection was therefore unwarranted. The carrier also argued that the expense of the Brotherhood's demands would stifle necessary innovation.

The parties were unable to resolve the dispute in direct negotiations and subsequent mediation proceedings. The organization declined to arbitrate and announced strike action effective August 13, 1962. The National Mediation Board notified the President that an emergency existed, and the creation of Emergency Board No. 151 followed.

The Emergency Board found that the abolition of jobs in fact had caused hardship to employees laid off in a time of excessive national unemployment. The Board believed this hardship, supported by prior examples of agreements in the industry, justified some form of employee protection.

The Board rejected the Brotherhood's proposal for "controlled attrition," which it described as limiting "the rate of job abolition to the lesser of natural attrition or a fixed percentage of the work force." As an "arbitrary barrier to job abolition," the Board found it might jeopardize even more jobs by impairing the competitive position of the railroad.

The Board stated that the parties should, through negotiations guided by the criteria developed in the report, explore the feasibility of a program of employment stabilization and the applicability of such a program to their circumstances. Such a program, which would relate the rate of job reduction to natural departures from the work force, would have to meet certain criteria, such as having a projected rate of employee attrition approximately equaling or exceeding job abolitions, providing sufficient flexibility that employees could shift into jobs which will continue, confining of protection to permanent regular employees, and excluding from such a program protection against economic declines beyond the carrier's control.

The Board suggested "tailoring" a system of furlough benefits which would augment railroad unemployment insurance with payments by the carrier. The combined benefits would provide furloughed employees 70 percent of their earnings, for up to 1 year based upon length of service, followed by a period of benefits at the 60-percent level. The Board believed such a stair-step approach would cushion the most immediate and severe impact of unemployment while the affected individual was seeking a new job. The effort to find new work would be aided by the free employment service provided under railroad unemployment insurance.

This recommendation, as well as others made by the Board, was conditioned upon the parties' agreeing to a correlative program relat-

ing to seniority arrangements and work transfers to enable the carrier to organize most efficiently its work and its work force.

Other employee protections recommended by the Board were displacement allowances, separation pay, maintenance of fringe benefits, moving expenses and protection against real estate losses based upon the Washington Job Protection Agreement of 1936, to which both the carrier and the Brotherhood already subscribe in connection with mergers or consolidations of facilities of two or more railroads.

Also recommended was a program of measures including guaranteed 40-hour extra boards, reasonable notice to the Brotherhood of position abolishments, preferential employment, and cooperative retraining designed to aid both carrier efficiency and employee security.

**EMERGENCY BOARD No. 152 (Case No. A-6701).—***Pan American World Airways, Inc. and employees represented by the Transport Workers Union of America, AFL-CIO*

The Emergency Board created by Executive Order No. 11043 issued by the President August 14, 1962, consisted of Theodore W. Kheel, New York, N.Y., Chairman; James C. Hill, New York, N.Y., and Edward A. Lynch, Washington, D.C., members.

On September 13, 1962, the Board advised the president that the parties to the dispute had amicably settled all the issues which originally led to the creation of the Emergency Board. A formal report was not prepared as the dispute was settled on a voluntary basis with the assistance of the Emergency Board.

**EMERGENCY BOARD No. 153 (Cases Nos. A-6671 and A-6696).—***REA Express and employees represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America*

The Emergency Board created under Executive Order No. 11050 dated September 14, 1962, consisted of Jacob Seidenberg, Falls Church, Va., Chairman; Robert J. Ables, Falls Church, Va., and J. Glenn Donaldson, Denver, Colo., members.

The Board submitted its report and recommendations to the President November 10, 1962, following hearings which commenced October 10 and continued to November 2, 1962. The parties stipulated that an extension of time, not later than November 10, 1962, within which the Board would make its report should be allowed. The President approved this stipulation. The union would not agree to a further extension of time for the Board to submit its report to the President.

Employees involved in the dispute included vehicle employees of the carrier located in Chicago, Ill.; Cincinnati, Ohio; Cleveland, Ohio; Newark, N.J.; Philadelphia, Pa.; San Francisco, Calif.; St. Louis, Mo., and in a number of suburbs of these cities. These employees are covered by the so-called "National Agreement" between the carrier and the organization. Other employees involved were vehicle employees located in and about New York City and covered by a "Local Agreement." All testimony and exhibits introduced on behalf of the organization were considered as joint presentation of the local and national groups.

In this dispute and in other disputes involving this carrier since 1941 the fundamental question as to whether vehicle employees were to be treated as part of the railroad industry or to be looked upon as part of the trucking industry was raised. Although substantial changes had been made in the corporate, financial, and organizational structure of the carrier in 1959 the Board found that the carrier was

still heavily tied to railroad oriented business and that more would be lost than gained in the overall labor relations of the agency if railroad patterns were not observed in adjusting wage, benefits, and rules disputes.

The Board recommended an increase of 10.28 cents an hour retroactive to July 1, 1962, as a basis for wage negotiations between the parties and that upward adjustments in existing health and welfare benefits be negotiated within an overall additional cost of 6.34 cents per hour to be paid wholly by the carrier.

Other recommendations were that the geographical wage differential be reduced or eliminated; that the organization withdraw its proposal for a differentially higher wage rate to men assigned to night work; that a proposal for a cost of living adjustment provision be withdrawn as well as a proposal for additional pay for employees carrying firearms. The Board proposed that the carrier grant the organization's proposal that a change be made in the existing holiday rule to provide pay for eligible employees for holidays not worked. The following schedule of service requirements and length of vacation periods was proposed by the Board:

After 1 year-----	5 working days vacation
After 3 years-----	10 working days vacation
After 15 years-----	15 working days vacation

A number of other recommendations were made by the Board on a variety of miscellaneous items.

EMERGENCY BOARD NO. 154 (Case A-6700).—*Eastern, Western and Southeastern Carriers' Conference Committees and employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors and Brakemen, the Brotherhood of Railroad Trainmen and the Switchmen's Union of North America*

The Emergency Board created under Executive Order 11101 dated April 3, 1963 consisted of Samuel I. Rosenman, New York, N.Y., Chairman; Clark Kerr, Berkeley, Calif., and Nathan P. Feinsinger, Madison, Wis., members.

The Board submitted its report to the President May 13, 1963.

The dispute which has been pending since November 1959 involves the work rules and pay structure of almost 200,000 "Operating" employees (principally locomotive engineers, firemen, conductors, brakemen, and switch tenders). Certain previously agreed-upon rules which the employees regard as essential for their safety and security of employment are regarded by the carriers as requiring the employment of unneeded manpower.

Because this same dispute had previously been considered for over 13 months by the Presidential Railroad Commission, Board No. 154, devoted most of its time to extensive mediation efforts. The Board reported that through these efforts considerable progress had been made towards the creation of a climate which could support genuine negotiation.

The Board made recommendations designed to aid the parties to explore various solutions in order to find those which best fit their vital needs. In making these recommendations, the Board was guided by both the "important human values involved" and the "necessity for progress in the railroad industry."

The Board devoted much of its time and report to the firemen's issue. A succession of national agreements have required the employ-

ment of firemen upon virtually all diesels where the fireman performs the lookout duties on the left side of the locomotive cab, communicates signals to the engineer, and detects and corrects locomotive malfunctions. The railroads contend that such work can, on some diesels assignments, be combined with other work performed by employees in other classifications, and that, in the interest of economy, the job of fireman as such can be dispensed with entirely, without impairing safety or unduly burdening other employees. They believe that two, rather than three, men can adequately handle all of the work except under unusual circumstances. The position of firemen on diesel passenger locomotives, where there are at present only two men in the cab, is not involved in this dispute.

The Board noted that the railroads agreed that some firemen might be needed on freight and yard diesels and the Brotherhoods agreed that some firemen might not be necessary. The dispute narrowed therefore to a search for a procedure which would permit ascertaining which situations required the maintenance of a fireman in the interest of safety and to prevent imposing an undue burden upon others in the crew.

The Board recommended such a procedure whereby positions could be eliminated as they became vacant. The Brotherhoods would be permitted to question the discontinuance of the job on the basis of safety or undue burden. Disputes would be settled by local negotiations, or failing agreement, by submission to a special procedure for final determination.

Positions could become vacant in a variety of ways. The Board recommended that firemen hired after a time when they were on notice that their jobs might be temporary could be terminated. Similarly, firemen who have been working only irregularly in recent times might be terminated with a severance allowance or the choice of preferential rehiring.

The remaining employees would continue in the employ of the carriers, but those with less than 10 years seniority could be transferred to other comparable jobs with a guarantee of former earnings for a period.

Educational scholarships, retraining allowances, and separation allowances were options which the Board recommended be given to all regular and permanent employees who face loss of jobs. In this way workers might be trained or educated for whatever jobs they were, or could be made qualified. The cost would be borne by the carriers, supplemented by the Government appropriations for manpower retraining. In this way displaced railroad workers could look forward to a life of productiveness and dignity. These provisions were designed to insure that the "burdens of dislocation" would be shared by the carriers and by society as well as "benefits of the change" which come from technology or automation.

In each of the other areas concerned with manpower utilization—crew consist, interdivisional runs, and combination of road and yard work—the Board recommended that the parties establish guidelines or criteria which would protect the important interest of all parties and which would provide the public with safe and efficient service. Disputes concerning the proper interpretation or application of these guidelines would then be settled by local negotiations, or failing agreement could be definitely resolved by submission to a neutral for decision.

The Board also recommended revision and modernization of the industry's pay structure with adequate safeguards, to prevent undue impairment of the equities and legitimate expectations of incumbent employees. The present structure is one of extreme complexity which with the passage of time has generated new inequities and aggravated old ones. Technological change has greatly increased earnings and reduced hours for some, with little effect upon the earnings and hours of others. The Board noted that a 2-percent upward adjustment in total compensation is often associated with such restructuring and recommended that a full 2 percent be utilized.

In its "Concluding Observations" the Board noted that the recent years had been years of progress and innovation for the railroad industry with rapidly rising productivity but that "unfortunately the industry's techniques for collective bargaining had not made similar advances."

The Board asked each party to reexamine its responsibilities not only to itself, but to the Nation, and undertake serious negotiations to resolve the dispute peacefully and promptly.

## **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 29-year period of 1935-63. During the last fiscal year five new additional agreements in the railroad industry were filed with the Board. A total of 5,226 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 860 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 1963, the Board was called upon to interpret the terms of two mediation agreements, which added to the two requests on hand at the beginning of the fiscal year made a total of four under consideration. At the conclusion of the fiscal year two requests had been disposed of while two were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 96 cases under the provisions of section 5, second, of the Railway Labor Act, as compared to a total of 3,837 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 29 years the Adjustment Board has been in existence, it has received a total of 60,185 cases, and has disposed of 53,375. At the close of fiscal year 1963, the Board had on hand 6,810 unadjusted cases, which was an increase of 349 over those on hand at the close of the previous year. Reference to table 9 in this report shows that a total of 1,244 cases were disposed of during the fiscal year 1963 by decision, and that 308 were withdrawn. New cases received during fiscal year 1963 numbered 1,901 compared with 1,873 in fiscal 1962.

### 3. SPECIAL BOARDS OF ADJUSTMENT

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

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

Special Boards of Adjustment can be set up promptly to dispose of disputes which normally would be sent to the National Railroad Adjustment Board for adjudication. During the past fiscal year the Board created 52 new special boards of adjustment. Approximately 3,244 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, D.C., 20572. 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:

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  
William H. Pierce  
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	Resigned Oct. 14, 1962.
Howard G. Gamser.....	Mar. 11, 1963	Term expires Feb. 1, 1966:

## 2. FINANCIAL STATEMENT

For the fiscal year 1963 the Congress appropriated \$1,939,150 for administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediation, \$610,429; voluntary arbitration and Emergency Boards, \$438,034; adjustment of railroad grievances, \$839,794.

Accounting of all moneys appropriated by Congress for the fiscal year 1963, 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, 456, 724
Personnel benefits.....	71, 030
Travel and transportation of persons.....	221, 452
Rent, communications, and utilities.....	40, 728
Printing.....	69, 373
Other services.....	8, 065
Supplies and materials.....	12, 608
Equipment.....	8, 277
 Total.....	 1, 888, 257
Unobligated balance.....	50, 893
 Amount available.....	 1, 939, 150

# APPENDIX A

## NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

CARTER, P. C., *Chairman*

ZINK, J. B., *Vice Chairman*

BAGWELL, C. E.  
BARNES, C. R.  
BORDWELL, H. V.  
BURTNES, H. W.  
BUTLER, F. P.  
BUUCK, G. L.<sup>1</sup>  
CARLISLE, J. E.  
CASTLE, W. H.  
CONWAY, C. A.  
DEANE, A. H.  
DUGAN, D. S.  
FERN, B. W.  
HAGERMAN, H. K.  
HAINES, J. B.  
HORSLEY, E. T.  
HUMPHREYS, P. R.  
JONES, W. B.

KOHLER, H. C.  
LEVIN, K.<sup>2</sup>  
LOSEY, T. E.  
MCDERMOTT, E. J.  
MANOOGIAN, C. H.<sup>3</sup>  
MEYERS, W. R.  
MILLER, D. A.  
ORNDORFF, GERALD  
REESER, H. J.  
RYAN, W. J.  
STENZINGER, R. E.  
STRUNK, T. F.  
TAHNEY, J. P.  
WACHOWIAK, R. H.  
WHITE, G. C.<sup>4</sup>  
WHITEHOUSE, J. W.  
WOLFE, J. R.

### Supplemental Board<sup>5</sup>

ALTUS, W. W.  
BLACK, R. E.  
DEROSSETT, R. A.  
EUKER, W. F.  
HACK, R. H.

HARPER, H. J.  
KIEF, CHARLES  
NAYLOR, G. L.  
ROBERTS W. M.<sup>6</sup>  
WILLEMIN, J. M.

*Accounting for all moneys appropriated by Congress for the fiscal year 1963, 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-----		\$841,000
Expenditures:		
Salaries of employees-----	\$390,117	
Salaries of referees-----	278,240	
Personnel benefits-----	33,970	
Travel expenses (including referees)-----	46,000	
Transportation of things-----	198	
Communication services-----	13,039	
Printing and reproduction-----	62,136	
Other contractual services-----	3,162	
Supplies and materials-----	6,913	
Equipment-----	6,019	
Total expenditures-----		839,794
Unexpended balance-----		1,206

<sup>1</sup> Replaced C. W. Kealey.

<sup>2</sup> Replaced J. E. Magill.

<sup>3</sup> Replaced D. H. Hicks, retired.

<sup>4</sup> Replaced R. A. Carroll.

<sup>5</sup> Third Division, commenced operations June 1, 1961.

<sup>6</sup> Replaced O. B. Sayers.

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

Name	Title	Salary paid	Duties
Howard, Leland.....	Administrative officer.....	\$12,664.80	Subject to direction of Board, administers its governmental affairs. Secretarial, accounting, and auditing. Clerical.
Dillon, Mary E.....	Secretary.....	6,928.40	
Larson, George.....	Clerk.....	5,160.80	

FIRST DIVISION

Killeen, Eugene A.....	Executive secretary.....	\$9,040.80	Administration of affairs of division and subject to its direction. Secretarial, stenographic, and clerical.
Smith, Margaret J.....	Secretary (confidential assistant). do.....	8,975.72	
Ellwanger, Dorothy M.....	do.....	6,747.20	
Smith, Joan M.....	do.....	6,597.20	Do.
Fostof, Evelyn F.....	do.....	6,572.00	Do.
Roudebush, Ethel A.....	do.....	6,572.00	Do.
Williams, Margaret M.....	do.....	6,572.00	Do.
Bathurst, Pauline E.....	do.....	6,209.60	Do.
Morgan, Ruth B.....	do.....	6,209.60	Do.
Benard, Yolanda D.....	do.....	5,867.40	Do.
Howat, Helen S.....	do.....	5,826.80	Do.
Dolan, Avis A.....	Secretary (administrative assistant). do.....	5,799.60	Do.
LeBeau, Nancy E.....	do.....	1,153.90	Do.
Pett, Lawrence H.....	Clerical assistant.....	5,222.40	Clerical.
Stump, Terrence P.....	Clerk.....	967.20	Do.
Tuttle, George J.....	do.....	2,942.00	Do.

REFEREES

Abernethy, Byron R., 69¼ days at \$100 per day.	.....	\$6,925.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote. Do. Do. Do. Do. Do.
Boyd, Robert O., 47 days at \$100 per day.	.....	4,700.00	
Daugherty, Carroll R., 37 days at \$100 per day.	.....	3,700.00	
Davey, Harold W., 13½ days at \$100 per day.	.....	1,350.00	
Gray, Walter L., 78¼ days at \$100 per day.	.....	7,825.00	
Seidenberg, Jacob, 6½ days at \$100 per day.	.....	650.00	

SECOND DIVISION

Bassaman, H. J.....	Executive secretary.....	\$11,131.60	Administration of affairs of division and subject to its direction. Secretarial, stenographic, and clerical.
Lindberg, R. L.....	Secretary (confidential assistant). do.....	6,765.20	
Morrison, M. E.....	do.....	6,765.20	
Shaughnessy, M. V.....	do.....	6,765.20	Do.
Williams, D. M.....	do.....	6,765.20	Do.
Groble, Agatha E.....	do.....	6,747.20	Do.
Vought, Marcella R.....	do.....	6,747.20	Do.
Lamborn, Dorothy T.....	Secretary (administrative assistant). do.....	5,697.60	Do.
Thomas, Cecelia G.....	Secretary (confidential assistant). do.....	6,575.60	Do.
Bulls, Eugenia.....	do.....	6,043.20	Do.
Martin, Barbara J.....	do.....	5,877.60	Do.
Burnett, B. J.....	do.....	5,499.72	Do.
Powers, Jeff.....	Administrative assistant. do.....	5,472.24	Clerical.
Brasch, Rosemarie.....	Clerk-typist.....	4,532.40	Typing and clerical.

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

REFEREES

Name	Title	Salary paid	Duties
Anrod, Charles W., 63½ days at \$100 per day.		\$6,350.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Daly, J. Harvey, 96 days at \$100 per day.		9,600.00	Do.
Daugherty, Carroll R., 36½ days at \$100 per day.		3,650.00	Do.
Harwood, Ben, 137 days at \$100 per day.		13,700.00	Do.
Johnson, Howard A., 139¼ days at \$100 per day.		13,975.00	Do.
McDonald, Joseph, 39 days at \$100 per day.		3,900.00	Do.
Mitchell, Richard F., 3½ days at \$88.30 per day.		309.05	Do.
Shake, Curtis G., 35½ days at \$100 per day.		3,550.00	Do.

THIRD DIVISION

Schulty, S. H.	Executive secretary	\$9,856.80	Administration of affairs of division and subject to its direction.
Anderson, L. C.	Secretary (confidential assistant).	338.04	Secretarial, stenographic, and clerical.
Glen, Allie N.	do	6,765.20	Do.
Balskey, C. V.	do	6,747.20	Do.
Smith, Lois E.	do	6,747.20	Do.
Frey, Catherine E.	do	6,597.20	Do.
Johnson, Carol A.	do	6,597.20	Do.
Swanson, Ronald A.	do	6,572.00	Do.
Vorphal, Joan A.	do	6,390.80	Do.
LaChance, K. V.	do	5,980.80	Do.
Ceeh, Delores J.	do	5,839.60	Do.
Carley, Yvonne M.	do	5,684.40	Do.
Paulos, Angelo W.	Administrative assistant.	5,677.60	Clerical.
Smith, K. M.	Clerk stenographer	4,679.20	Stenographic and clerical.
Telma, Loretta A.	do	4,224.00	Do.
Czerwinka, V. C.	Clerk typist	4,620.00	Typing and clerical.
Brown, George H.	Clerk	3,866.40	Clerical.

REFEREES

Ables, Robert J., 57 days at \$100 per day.		\$5,700.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Boyd, Robert O., 86¼ days at \$100 per day.		8,675.00	Do.
Coburn, William H., 55¼ days at \$100 per day.		5,575.00	Do.
Dolnick, David, 124 days at \$100 per day.		12,400.00	Do.
Hall, Levi M., 78¼ days at \$100 per day.		7,825.00	Do.
Harwood, Ben, 7 days at \$100 per day.		700.00	Do.
Levinson, Jerome A., 48¼ days at \$100 per day.		4,875.00	Do.
Miller, Wesley, 161 days at \$100 per day.		16,100.00	Do.
Mitchell, Richard F., 18¼ days at \$88.30 per day.		1,655.63	Do.
Ray, Roy R., 85½ days at \$100 per day.		8,550.00	Do.
Rock, Donald A., 7¼ days at \$100 per day.		725.00	Do.
Stark, Arthur, 45½ days at \$100 per day.		4,550.00	Do.
Webster, Charles W., 25¼ days at \$100 per day.		2,525.00	Do.
Weston, Harold M., 1¼ days at \$100 per day.		175.00	Do.

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

**THIRD DIVISION SUPPLEMENTAL BOARD**

Name	Title	Salary paid	Duties
Erickson, Lois H.....	Secretary.....	\$5,684.40	Secretarial, stenographic, and clerical.
Harding, Edna L.....	do.....	5,684.40	Do.
Hoffman, Joan E.....	do.....	3,263.04	Do.
Sullivan, Josephine.....	do.....	5,684.40	Do.
Williams, Margaret A.....	do.....	5,684.40	Do.
Lisitz, Nessa.....	do.....	5,539.20	Do.
O'Donnell, Carel A.....	do.....	3,083.25	Do.
Steele, Beverly M.....	do.....	5,483.76	Do.
Zelenka, Sandra L.....	do.....	277.68	Do.
Gonda, Agnes G.....	do.....	2,029.20	Do.
Knight, Sharon J.....	do.....	4,983.60	Do.
Schiller, Betty J.....	do.....	2,029.20	Do.
Swider, Alice M.....	do.....	4,158.00	Do.
Zornow, Virginia A.....	do.....	1,633.24	Do.

**REFEREES**

Dorsey, John H., 156 days at \$100 per day.	-----	\$15,600.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Hall, Levi M., 64 days at \$100 per day.	-----	6,400.00	Do.
Harold, John R., 23¾ days at \$100 per day.	-----	2,375.00	Do.
Kramer, Harold, 51½ days at \$100 per day.	-----	5,150.00	Do.
McGrath, Raymond E., 40¼ days at \$100 per day.	-----	4,025.00	Do.
McMahon, Donald F., 104 days at \$100 per day.	-----	10,400.00	Do.
McMillen, Ralph D., 55 days at \$100 per day.	-----	5,500.00	Do.
Moore, Preston J., 220¾ days at \$100 per day.	-----	22,075.00	Do.
Rinehart, Jim A., 13 days at \$100 per day.	-----	1,300.00	Do.
Rose, Martin I., 71¾ days at \$100 per day.	-----	7,175.00	Do.
Russell, Eugene, 69 days at \$100 per day.	-----	6,900.00	Do.
Sempliner, Arthur W., 21½ days at \$100 per day.	-----	2,150.00	Do.
Sheridan, Phillip, 74¼ days at \$100 per day.	-----	7,425.00	Do.
Stark, Arthur, 14½ days at \$100 per day.	-----	1,450.00	Do.
Wilson, Robert J., 9¼ days at \$100 per day.	-----	925.00	Do.

**FOURTH DIVISION**

Pope, Patrick V.....	Executive secretary...	\$10,223.60	Administration of affairs of division and subject to its direction.
Humfreville, M. L.....	Secretary (administrative assistant).	6,765.20	Secretarial, stenographic, and clerical.
Zimmerman, R. H.....	Secretary (confidential assistant).	6,765.20	Do.
Adams, Henrietta.....	do.....	6,747.20	Do.

**REFEREES**

Burch, R. Dean, 1 day at \$100 per day.	-----	\$100.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Gray, Walter L., 4 days at \$100 per day.	-----	400.00	Do.
Weston, Harold M., 186¼ days at \$100 per day.	-----	18,675.00	Do.

# FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

39 South LaSalle Street, Chicago, Ill., 60603

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

H. J. REESER, *Chairman*

W. R. MEYERS, *Vice Chairman*

H. V. BORDWELL  
H. W. BURTNESS  
J. E. CARLISLE  
B. W. FERN  
J. E. MAGILL<sup>1</sup>

K. LEVIN<sup>2</sup>  
C. W. KEALEY<sup>2</sup>  
G. L. BUUCK<sup>4</sup>  
E. T. HORSLEY  
DON A. MILLER

E. A. KILLEEN, *Executive Secretary*

### JURISDICTION

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

### *Cases docketed fiscal year 1962-63; 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>
Akron, Canton & Youngstown----	3	Des Moines Union-----	1
Alabama Great Southern-----	1	Detroit, Toledo & Ironton-----	2
Alabama, Tennessee & Northern--	5	Detroit & Toledo Shore Line-----	2
Atchison, Topeka & Santa Fe--	16	Duluth, Missabe & Iron Range--	2
Atlantic Coast Line-----	44	Duluth, Winnipeg & Pacific-----	6
Baltimore & Annapolis-----	1	Elgin, Joliet & Eastern-----	6
Baltimore & Ohio-----	4	Erie-Lackawanna-----	5
Bangor & Aroostook-----	2		
Belt Railway of Chicago-----	28	Florida East Coast-----	22
Birmingham Southern-----	2	Fort Dodge, Des Moines & South-	
Buffalo Creek-----	2	ern-----	1
		Fort Worth & Denver-----	4
Carolina & Northwestern-----	1		
Central of Georgia-----	7	Galveston, Houston & Henderson--	1
Central Vermont-----	6	Galveston Wharves-----	1
Chesapeake & Ohio-----	39	Georgia Southern & Florida-----	1
Chicago & Eastern Illinois-----	1	Grand Trunk Western-----	3
Chicago & Illinois Midland-----	28	Great Northern-----	1
Chicago & North Western-----	33	Green Bay & Western-----	4
Chicago, Burlington & Quincy--	15	Gulf, Colorado & Santa Fe-----	1
Chicago Great Western-----	2	Gulf, Mobile & Ohio-----	2
Chicago, Milwaukee, St. Paul & Pacific-----	6		
Chicago, Rock Island & Pacific--	5	Illinois Central-----	5
Chicago, St. Paul, Minneapolis & Omaha-----	1	Illinois Terminal-----	2
Chicago, West Pullman & Southern-----	1	Indiana Harbor Belt-----	8
Cincinnati, New Orleans & Texas Pacific-----	9	Joint Texas Division, CRI&P-FtW&D-----	3
Colorado & Southern-----	5		
		Kansas City Southern-----	8
Delaware & Hudson-----	14	Kentucky & Indiana Terminal--	2
Denver & Rio Grande Western--	17		
		Lake Terminal-----	5
		Los Angeles Junction-----	2

<sup>1</sup> Retired July 31, 1962.

<sup>2</sup> Succeeded J. E. Magill Aug. 1, 1962.

<sup>3</sup> Retired Oct. 12, 1962.

<sup>4</sup> Succeeded C. W. Kenley Oct. 12, 1962.

*Cases docketed fiscal year 1962-63; 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>
Louisiana & Arkansas-----	1	Pittsburgh & Ohio Valley-----	2
Louisiana & North West-----	1	Port Terminal Railroad of South Carolina -----	1
Louisville & Nashville-----	4		
Maine Central, Portland Termi- nal -----	6	Richmond, Fredericksburg & Po- tomac -----	21
Manufacturer's Railway-----	2		
Missouri-Kansas-Texas -----	1	Sacramento Northern-----	1
Missouri Pacific-----	21	St. Louis-San Francisco-----	30
Monon -----	2	Savannah & Atlanta-----	2
		Seaboard Air Line-----	18
New Orleans & North Eastern---	1	Soo Line-----	13
New Orleans Public Belt-----	1	South Buffalo-----	9
New Orleans Terminal-----	1	Southern Pacific-Pacific-----	66
New York Central-----	6	Southern Pacific-T&L-----	14
New York, Chicago & St. Louis--	10	Southern -----	63
Newburgh & South Shore-----	24	State Belt Railroad of Califor- nia -----	4
Norfolk & Portsmouth Belt-----	1		
Norfolk & Western-----	13	Tennessee Central-----	2
Norfolk Southern-----	4		
Northern Pacific-----	9	Union Pacific-----	8
Northern Pacific Terminal of Oregon -----	15		
Northwestern Pacific-----	1	Wabash -----	4
		Western Maryland-----	3
Oakland Terminal-----	2	Western Pacific-----	3
		Western Railway of Alabama--	1
Pennsylvania -----	12		
Pennsylvania-Reading Seashore--	1	Youngstown & Northern-----	3
Philadelphia, Bethlehem & New England -----	4	Total -----	809

*Cases docketed fiscal year 1962-1963; 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 -----	112	Individual -----	18
Conductors-Trainmen -----	4	Switchmen -----	90
Engineers -----	142	Trainmen -----	230
Engineers-Firemen -----	4	USWA -----	4
Engineers-Firemen-Trainmen ---	1		
Firemen -----	199	Total -----	809
Firemen-Trainmen -----	5		

# SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill., 60604

## MEMBERSHIP

H. K. HAGERMAN, <i>Chairman</i>	C. E. BAGWELL, <i>Vice Chairman</i>
F. P. BUTLER	C. H. MANOOGIAN <sup>1</sup>
P. R. HUMPHREYS	E. J. McDERMOTT
W. B. JONES	R. E. STENZINGER
T. E. LOSEY	J. B. ZINK

HARRY J. SASSAMAN, *Executive Secretary*

## JURISDICTION

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

### *Carriers party to cases docketed*

Aliquippa & Southern Railroad Co.....	1
Alton & Southern Railroad.....	1
Atchison, Topeka & Santa Fe Railway Co.....	12
Atlanta Terminal Co.....	3
Atlanta Coast Line Railroad Co.....	5
Baltimore & Ohio Railroad Co.....	6
Bessemer & Lake Erie Railroad Co.....	1
Boston & Maine Railroad.....	1
Central of Georgia Railway Co.....	2
Chesapeake & Ohio Railway Co.....	8
Chicago, Burlington & Quincy Railroad Co.....	1
Chicago Great Western Railway Co.....	1
Chicago, Milwaukee, St. Paul & Pacific Railroad Co.....	16
Chicago, Rock Island & Pacific Railroad Co.....	10
Chicago Union Station Co.....	1
Cincinnati, New Orleans & Texas Pacific Railroad Co.....	1
Cleveland, Cincinnati, Chicago & St. Louis Railway.....	1
Clinchfield Railroad Co.....	1
Duluth, Missabe & Iron Range Railway Co.....	1
Elgin, Joliet & Eastern Railway Co.....	1
Florida East Coast Railway Co.....	1
Georgia Railroad.....	1
Grand Trunk Western Railroad Co.....	4
Great Northern Railway Co.....	36
Gulf, Colorado and Santa Fe Railway Co.....	1
Gulf, Mobile & Ohio Railroad Co.....	1
Illinois Central Railroad Co.....	1
Illinois Terminal Railroad Co.....	2
Jacksonville Terminal Co.....	2
Kansas City Southern Railway Co., The.....	1
Kansas City Terminal Railway Co.....	2
Louisiana & Arkansas Railway Co.....	1
Louisville & Nashville Railroad Co.....	6
McCloud River Railroad Co.....	1
Missouri-Kansas-Texas Lines.....	1
Missouri Pacific Railroad Co.....	10
Monongahela Connecting Railroad Co.....	1
New York Central Railroad Co.....	3
New York, Chicago & St. Louis Railroad Co.....	1
New York, New Haven & Hartford Railroad Co.....	5
Norfolk & Western Railway Co.....	6
Northern Pacific Railway Co.....	1

<sup>1</sup> Mr. Manoogian was appointed, effective Nov. 1, 1962, to succeed Mr. D. H. Hicks, retired.

Northern Pacific Terminal Co. of Oregon	1
Pennsylvania Railroad Co.	11
Pennsylvania Reading Seashore Lines	2
Pittsburgh & Lake Erie Railroad Co.	9
Pullman Co., The	5
Railway Express Agency	1
Reading Co., The	3
St. Louis-San Francisco Railway Co.	2
Seaboard Air Line Railroad Co.	3
Southern Pacific Co. (Pacific Lines)	5
Southern Railway Co.	3
Spokane, Portland & Seattle Railway Co.	1
Terminal Railroad Association of St. Louis	1
Texas and Pacific Railway Co., The	2
Union Pacific Railroad	6

Total	217
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*Organizations, etc., party to cases docketed*

Federated Trades	1
Brotherhood Railway Carmen of America	103
International Brotherhood of Electrical Workers	33
International Association of Machinists	38
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers	16
International Brotherhood of Boilermakers, Iron Ship Builders, Black- smiths, Forgers and Helpers	2
Sheet Metal Workers' International Association	9
Transport Workers Union of America—Railroad Division	10
United Steelworkers of America	2
Individually submitted cases, etc.	3

Total	217
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# THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill., 60604

P. C. CARTER, *Chairman*  
H. C. KOHLER, *Vice Chairman*  
C. R. BARNES  
R. A. CARROLL<sup>1</sup>  
W. H. CASTLE  
D. S. DUGAN

J. B. HAINES  
GERALD ORNDORFF  
T. F. STRUNCK  
G. C. WHITE  
J. W. WHITEHOUSE

## SUPPLEMENTAL BOARD

R. E. BLACK, *Chairman*  
H. G. HARPER, *Vice Chairman*  
W. W. ALTUS  
R. A. DEROSSETT  
W. F. EUKER  
R. H. HACK

C. E. KIEF  
G. L. NAYLOR  
W. M. ROBERTS  
O. B. SAYERS<sup>2</sup>  
J. M. WILLEMIN

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

	<i>Number of cases</i>		<i>Number of cases</i>
Akron, Canton & Youngstown----	1	Chicago & North Western-----	8
Aliquippa & Southern-----	1	Chicago & Western Indiana-----	4
Ann Arbor-----	1	Chicago, Burlington & Quincy----	8
Atchison, Topeka & Santa Fe----	21	Chicago Great Western-----	6
Atlanta & West Point-----	4	Chicago, Milwaukee, St. Paul & Pacific-----	21
Atlantic & Danville-----	1	Chicago, Rock Island & Pacific--	21
Atlantic Coast Line-----	7	Chicago Union Station-----	1
Baltimore & Ohio-----	11	Cincinnati, New Orleans & Texas Pacific-----	1
Bangor & Aroostook-----	2	Cincinnati Union Terminal-----	2
Belt Railway of Chicago-----	4	Clinchfield-----	4
Bessemer & Lake Erie-----	1	Colorado & Southern-----	2
Boston & Maine-----	9	Dayton Union Railway-----	1
Brooklyn Eastern District Termi- nal-----	1	Delaware & Hudson-----	11
Butte, Anaconda & Pacific-----	2	Denver & Rio Grande Western--	10
Canadian National Ry. Co. (St. Lawrence Region Lines in U.S.)-----	1	Denver Union Terminal-----	1
Central of Georgia-----	19	Detroit & Toledo Shore Lines---	1
Central Railroad Co. of New Jersey-----	1	Detroit, Toledo & Ironton-----	2
Chesapeake & Ohio-----	3	Duluth, Missabe & Iron Range--	2
Chesapeake & Ohio (Railway Ex- press Agency)-----	1	Elgin, Joliet & Eastern-----	3
Chicago & Eastern Illinois-----	2	Erie-Lackawanna-----	19
Chicago & Illinois Midland-----	1	Florida East Coast-----	7
		Fort Worth & Denver-----	1
		Fruit Growers Express Co.-----	1

<sup>1</sup> G. C. White replaced R. A. Carroll May 1, 1963.

<sup>2</sup> W. M. Roberts replaced O. B. Sayers, Feb. 1, 1963.

*Carriers party to cases docketed—Continued*

	<i>Number of cases</i>		<i>Number of cases</i>
Galveston, Houston & Hender- son -----	1	Northern Pacific -----	1
Georgia -----	3	Northern Pacific Terminal Co. of Oregon -----	1
Grand Trunk Western -----	9		
Great Northern -----	9	Pacific Electric -----	1
Green Bay & Western -----	1	Pacific Fruit Express Co. -----	1
Gulf, Colorado & Santa Fe -----	2	Panhandle & Santa Fe -----	2
Gulf, Mobile & Ohio -----	9	Pennsylvania -----	73
		Pennsylvania-Reading Seashore -----	6
Hudson Rapid Tubes Corp. -----	2	Pittsburgh & West Virginia -----	1
Houston Belt & Terminal -----	2	Pullman -----	20
Illinois Central -----	26	Railway Express Agency -----	4
Illinois Central Hospital Depart- ment -----	1	Reading -----	16
Illinois Terminal -----	2	Richmond, Fredericksburg & Po- tomac -----	1
Indiana Harbor Belt -----	2	Roscoe, Snyder & Pacific -----	2
Jacksonville Terminal Co. -----	2	St. Louis-San Francisco -----	23
Joint Texas Division—C.R.I. & P.—Ft. W. & D. (BUR-RI) -----	4	St. Louis Southwestern -----	3
		St. Paul Union Depot Co. -----	1
Kansas City Southern -----	1	Seaboard Air Line -----	5
Kansas City Terminal -----	3	Soo Line -----	1
Kansas, Oklahoma & Gulf -----	2	Southern -----	17
Kentucky & Indiana Terminal -----	1	Southern Pacific (Pacific Lines) -----	46
		Southern Pacific (Texas & Lou- isiana Lines) -----	8
Lehigh & Hudson River -----	1	Spokane, Portland & Seattle -----	5
Lehigh Valley -----	5		
Long Island -----	1	Tennessee Central -----	11
Louisville & Nashville -----	20	Terminal RR of St. Louis -----	6
		Texas & Pacific -----	2
Midland Valley -----	1	Toledo, Peoria & Western -----	1
Minneapolis, St. Paul & Sault Ste. Marie -----	4		
Missouri-Kansas-Texas -----	12	Union Depot Co. (Columbus, Ohio) -----	1
Missouri Pacific -----	54	Union Pacific -----	9
Monon -----	3	Union Railroad Co. -----	2
		Union Railway Co. (Memphis) -----	1
New Orleans Union Passenger Terminal -----	1		
New York Central -----	34	Wabash -----	10
New York, Chicago & St. Louis -----	5	Washington Terminal -----	1
New York, New Haven & Hart- ford -----	11	Western Maryland -----	3
New York, Susquehanna & West- ern -----	5	Western Pacific -----	6
Norfolk & Western -----	4	Western Weighing & Inspection Bureau -----	1
Norfolk Southern -----	13		
		Total -----	779

*Organizations party to cases docketed*

American Train Dispatchers As- sociation -----	7	Joint Council of Dining Car Employees -----	9
Brotherhood of Maintenance of Way Employees -----	110	The Order of Railroad Teleg- raphers -----	269
Brotherhood of Railroad Signal- men -----	149	Order of Railway Conductors & Brakemen (Pullman System) -----	16
Brotherhood of Railroad Train- men -----	4	Transport Workers Union of America -----	1
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees -----	181	United Transport Service Em- ployees -----	3
Brotherhood of Sleeping Car Porters -----	12	Miscellaneous class of employees -----	18
		Total -----	779

# FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill., 60604

A. H. DEANE, *Chairman* W. J. RYAN  
R. H. WACHOWIAK, *Vice Chairman* J. P. TAHNEY  
C. A. CONWAY 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 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*

Ann Arbor RR. Co.....	2
Atchison, Topeka & Santa Fe Ry. Co.....	16
Baltimore & Ohio Chicago Terminal RR. Co.....	1
Baltimore & Ohio RR. Co.....	3
Boston & Maine RR.....	3
Central RR. Co. of New Jersey.....	1
Chesapeake & Ohio Ry. Co.....	3
Chicago & North Western Ry. Co.....	3
Chicago Great Western Ry. Co.....	1
Chicago River & Indiana RR. Co.....	8
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	1
Chicago, Rock Island & Pacific RR. Co.....	2
Florida East Coast Ry. Co.....	1
Illinois Central RR. Co.....	1
Indiana Harbor Belt RR.....	1
Jacksonville Terminal Co.....	1
Lake Terminal RR. Co.....	1
Long Island RR. Co.....	1
Minnesota Transfer Ry.....	1
Missouri Pacific RR. Co.....	1
Monon Railroad.....	1
New York Central RR. Co.....	8
New York Chicago & St. Louis RR. Co.....	4
New York, New Haven & Hartford RR. Co.....	1
Norfolk Southern Ry. Co.....	1
Pennsylvania Railroad.....	4
Pittsburgh & Lake Erie RR.....	9
Pittsburgh & Ohio Valley Ry. Co.....	1
St. Louis-San Francisco Ry. Co.....	2
Terminal RR. Association of St. Louis.....	4
Union Pacific RR.....	1
Wabash RR.....	1
Washington Terminal Co.....	5
Western Maryland Ry.....	2

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### *Organizations—Employees party to cases docketed*

American Railway Supervisors Association, The.....	12
Brotherhood of Railroad Trainmen.....	4
Brotherhood of Sleeping Car Porters.....	1
Joint Council Dining Car Employees.....	1
Lighter Captains' Union, Local 996, ILA.....	2
Miscellaneous classes of employes.....	3
Police Officers Benevolent Association, Inc.....	1
Railroad Yardmasters of America.....	55
Railroad Yardmasters of North America, Inc.....	1
Railway Patrolmen's International Union.....	11
Seafarers' International Union of North America.....	2
Transport Workers Union of America.....	1
United Mine Workers of America, District 50.....	1
United Steel Workers of America.....	1

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## APPENDIX B

### *Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1963*

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
David R. Douglass.....	Oklahoma City, Okla.....	July 3, 1962	463	7	Monongahela Ry. Co. and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.
Paul N. Guthrie.....	Chapel Hill, N.C.....	July 6, 1962	464	19	Central of Georgia Ry. Co. and Order of Railway Conductors and Brakemen.
Paul D. Hanlon.....	Portland, Oreg.....	July 10, 1962	317	(1)	Boston and Maine RR. and Brotherhood of Railroad Trainmen.
Mortimer Stone.....	Denver, Colo.....	July 16, 1962	472	1	Pittsburgh, Chartiers and Youghlgheny Ry. Co. and Brotherhood of Railroad Trainmen.
Jacob Seidenberg.....	Falls Church, Va.....	July 17, 1962	471	1	Conference Committee, Article VI and Brotherhood of Locomotive Firemen and Enginemen.
Lloyd N. Bailer.....	New York, N.Y.....	July 30, 1962	466	(1)	Erie-Lackawanna RR. Co. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 518, Marine Employees.
David R. Douglass.....	Oklahoma City, Okla.....	Aug. 1, 1962	365	(1)	Chicago and Eastern Illinois RR. Co. and Brotherhood of Railroad Trainmen.
Mortimer Stone.....	Denver, Colo.....	Sept. 5, 1962	473	11	Tennessee Central Ry Co. and Brotherhood of Locomotive Engineers, Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen.
Francis J. Robertson.....	Washington, D.C.....	Sept. 10, 1962	175	(1)	Chicago, Milwaukee, St. Paul and Pacific RR. Co., Lines West and Brotherhood of Railroad Trainmen and Order of Railroad Conductors and Brakemen.
Kieran P. O'Gallagher.....	Chicago, Ill.....	Sept. 12, 1962	475	1	Birmingham Southern RR. Co. and United Steelworkers of America, AFL-CIO.
William H. Coburn.....	Washington, D.C.....	Sept. 17, 1962	476	5	Houston Belt and Terminal Ry. Co. and Brotherhood of Railroad Trainmen.
Jacob Seidenberg.....	Falls Church, Va.....	Sept. 19, 1962	455	28	Elgin, Joliet and Eastern Ry. Co. and Brotherhood of Locomotive Firemen and Enginemen.
A. Langley Coffey.....	Sand Springs, Okla.....	Sept. 24, 1962	467	1	Lehigh and Hudson River Ry. Co. and Brotherhood of Locomotive Firemen and Enginemen.
Arthur W. Sempliner.....	Detroit, Mich.....	Sept. 26, 1962	443	14	Texas Pacific-Missouri Pacific Terminal RR. of New Orleans and Switchmen's Union of North America.
Kieran P. O'Gallagher.....	Chicago, Ill.....	Oct. 8, 1962	477	18	Chicago & Western Indiana RR. Co. and Brotherhood of Railroad Trainmen.
A. Langley Coffey.....	Sand Springs, Okla.....	Oct. 15, 1962	478	(1)	Conference Committee and Organizations' Committee.
Harold M. Weston.....	New York, N.Y.....	Oct. 17, 1962	469	(1)	Eastern, Western and Southeastern Conference Committees and Railroad Yardmasters of America.
Dudley E. Whiting.....	Detroit, Mich.....	Oct. 19, 1962	474	(1)	Union Railroad Co. and United Steelworkers of America AFL-CIO.
Edward A. Lynch.....	Washington, D.C.....	Oct. 23, 1962	479	21	Norfolk Southern Ry. Co. and Brotherhood of Railroad Trainmen.
Francis J. Robertson.....	Washington, D.C.....	Nov. 2, 1962	408	(1)	Alton & Southern RR. and Brotherhood of Railroad Trainmen.
Livingston Smith.....	Dallas, Tex.....	Nov. 5, 1962	480	(1)	Kansas, Oklahoma & Gulf Ry. and Midland Valley RR. Co. and Brotherhood of Railroad Trainmen.

See footnote at end of table.

*Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1963—Continued*

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Arthur W. Sempliner.....	Detroit, Mich.....	Nov. 13, 1962	482	30	Texas & Pacific Ry. Co. and its subsidiary lines (Texas-New Mexico Ry. Co.; Abilene & Southern Ry. Co.; Weatherford, Mineral Wells & North Western Ry. Co.; Texas Short Line Ry. Co.) including Fort Worth Belt Ry. Co. and Brotherhood of Railroad Trainmen.
Francis B. Murphy.....	Los Angeles, Calif.....	Nov. 15, 1962	462	36	Chicago & North Western Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Edward A. Lynch.....	Washington, D.C.....	Nov. 16, 1962	485	1	The Cincinnati Union Terminal Co. and Brotherhood of Railroad Trainmen.
Francis B. Murphy.....	Los Angeles, Calif.....	Nov. 23, 1962	235	104	Chicago & North Western Ry. Co. and Brotherhood of Railroad Trainmen.
Jacob Seindenberg.....	Falls Church, Va.....	Dec. 12, 1962	484	(1)	Eastern, Western & Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen Brotherhood of Railroad Trainmen & Switchmen's Union of North America.
Edward A. Lynch.....	Washington, D.C.....	Dec. 13, 1962	488	22	Baltimore & Ohio Railroad Co. and Brotherhood of Maintenance of Way Employees.
Lloyd Bailer.....	New York, N.Y.....	Dec. 18, 1962	489	(1)	Eastern, Western & Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen.
A. Langley Coffey.....	Sand Springs, Okla.....	Dec. 20, 1962	469	(1)	Eastern, Western, Southeastern Carriers' Conference Committees and Railroad Yardmasters of America.
David R. Douglass.....	Oklahoma City, Okla.....	Dec. 20, 1962	486	3	Spokane, Portland & Seattle Ry. Co. and Brotherhood of Locomotive Engineers.
David R. Douglass.....	Oklahoma City, Okla.....	Dec. 20, 1962	487	12	The Pennsylvania RR. Co. and Brotherhood of Locomotive Engineers.
Arthur Stark.....	New York, N. Y.....	Dec. 20, 1962	490	1	Eastern, Western, Southeastern Carriers' Conference Committees and Brotherhood of Railroad Trainmen.
Edward A. Lynch.....	Washington, D.C.....	Dec. 20, 1962	491	1	Eastern, Western Southeastern Carriers' Conference Committees and Order of Railway Conductors & Brakemen.
Edward A. Lynch.....	Washington, D.C.....	Dec. 20, 1962	492	(1)	Eastern, Western Southeastern Carriers' Conference Committees and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	Dec. 21, 1962	73	118	The Pittsburgh & Lake Erie R.R. Co. and Lake Erie & Eastern R.R. Co. and Brotherhood of Railroad Trainmen.
Arthur W. Sempliner.....	Detroit, Mich.....	Dec. 21, 1962	493	(1)	Kansas, Oklahoma & Gulf Ry. Co. and Order of Railway Conductors & Brakemen.
Jacob Seidenberg.....	Falls Church, Va.....	Dec. 21, 1962	494	19	Western Carriers' Conference Committee and Switchmen's Union of North America.
Edward A. Lynch.....	Washington, D.C.....	Dec. 28, 1962	495	1	Cuyahoga Valley Ry. Co. and Brotherhood of Railroad Trainmen.
Sidney A. Wolff.....	New York, N. Y.....	Jan. 9, 1963	483	(1)	Delaware & Hudson R.R. Corp. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Jan. 18, 1963	497	17	Western Maryland Ry. Co. and Brotherhood of Railroad Trainmen.

Dudley E. Whiting.....	Detroit, Mich.....	Jan. 21, 1963	498	1	Great Northern Ry. Co. and Brotherhood of Maintenance of Way Employees.
Alfred A. Colby.....	Washington, D.C.....	Jan. 29, 1963	432	25	Union R.R. Co. and Brotherhood of Locomotive Engineers.
Carroll R. Daugherty.....	Evanston, Ill.....	Feb. 5, 1963	499	1	Chicago & North Western Ry. Co. and Order of Railway Conductors & Brakemen.
Mortimer Stone.....	Denver, Colo.....	Feb. 25, 1963	470	5	New York Central RR.—Southern District (Cleveland, Cincinnati, Chicago & St. Louis Ry.—Peoria & Eastern Ry.) and Brotherhood of Locomotive Firemen & Enginemen.
Mortimer Stone.....	Denver, Colo.....	Mar. 8, 1963	481	1	New York Central RR. Co. Eastern Division (except Boston & Albany Division), and New York District and Brotherhood of Locomotive Firemen & Enginemen.
Kieran P. O'Gallagher.....	Chicago, Ill.....	Mar. 21, 1963	501	2	Belt Ry. Co. (Chicago) and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Apr. 5, 1963	500	(1)	Akron, Canton & Youngstown R.R. Co. and Brotherhood of Railroad Trainmen.
Carroll R. Daugherty.....	Evanston, Ill.....	Apr. 18, 1963	507	(1)	Alabama, Tennessee & Northern Ry. Co. and Brotherhood of Locomotive Engineers.
Carroll R. Daugherty.....	Evanston, Ill.....	Apr. 18, 1963	508	(1)	St. Louis-San Francisco Ry. Co. and St. Louis, San Francisco & Texas Ry. Co. and Brotherhood of Locomotive Engineers.
H. Raymond Cluster.....	Baltimore, Md.....	Apr. 19, 1963	504	(1)	East, West, Southeast Conference Committees and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen & Switchmen's Union of North America.
Robert O. Boyd.....	Washington, D.C.....	May 8, 1963	140	(1)	Chicago, Milwaukee, St. Paul & Pacific RR. (Lines East) and Brotherhood of Railroad Trainmen and Order of Railway Conductors & Brakemen.
H. Raymond Cluster.....	Baltimore, Md.....	May 16, 1963	503	(1)	Western Maryland Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Roy R. Ray.....	Dallas, Tex.....	May 17, 1963	506	(1)	Missouri Pacific RR. Co. and Order of Railroad Telegraphers.
Francis J. Robertson.....	Washington, D.C.....	May 21, 1963	510	(1)	McKeesport Connecting R.R. Co. and Brotherhood of Railroad Trainmen.
Lloyd H. Bailer.....	New York, N.Y.....	May 23, 1963	512	1	New York, New Haven & Hartford R.R. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Edward A. Lynch.....	Washington, D.C.....	May 27, 1963	514	(1)	Monongahela Connecting R.R. Co. and Brotherhood of Railroad Trainmen.
Robert O. Boyd.....	Washington, D.C.....	May 28, 1963	515	(1)	Illinois Central R.R. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	May 28, 1963	180	17	Southern Pacific Co. (Pacific Lines) and Brotherhood of Locomotive Engineers.
David R. Douglass.....	Oklahoma City, Okla.....	May 28, 1963	183	(1)	San Diego & Arizona Eastern Ry. Co., Southern Pacific Co. (Pac. Lines) and Brotherhood of Locomotive Engineers.
Francis J. Robertson.....	Washington, D.C.....	June 7, 1963	516	(1)	Fort Worth & Denver Ry. Co. and Switchmen's Union of North America.
A. Langley Coffey.....	Tulsa, Okla.....	June 7, 1963	502	(1)	New York Central Railroad—Western District and Brotherhood of Locomotive Firemen & Enginemen.
Robert O. Boyd.....	Washington, D.C.....	June 17, 1963	517	(1)	Elgin, Joliet & Eastern Ry. Co. and Brotherhood of Railroad Trainmen.

1 Not available.

*Referees appointed—System Board of Adjustment (Airline), fiscal year 1963*

Name	Residence	Date of appointment	Parties
Dudley E. Whiting	Detroit, Mich.	July 3, 1962	National Terminal Service Co. and International Association of Machinists.
Maynard E. Pirsig	Minneapolis, Minn.	Aug. 7, 1962	Northwest Airlines, Inc., and Air Line Pilots Association.
Eric J. Schmertz	Port Washington, N.Y.	Aug. 13, 1962	Pan American World Airways and Air Line Pilots Association.
James C. Vadakin	Miami, Fla.	Aug. 30, 1962	National Airlines and Air Line Employees Association.
Patrick J. Fisher	Indianapolis, Ind.	Sept. 28, 1962	Lake Central Airlines and Air Line Pilots Association.
Patrick J. Fisher	Indianapolis, Ind.	Sept. 28, 1962	Lake Central Airlines and Air Line Pilots Association.
Walter L. Gray	Oklahoma City, Okla.	Sept. 28, 1962	National Airlines and Air Line Employees Association.
Saul Wallen	Boston, Mass.	Oct. 3, 1962	American Airlines and Air Line Pilots Association.
John Day Larkin	Chicago, Ill.	Oct. 19, 1962	Chicago Helicopter Airways and Air Line Pilots Association.
James J. Healy	Boston, Mass.	Oct. 29, 1962	Pan American Airways, Inc., and Air Line Pilots Association.
Roy R. Ray	Dallas, Tex.	Oct. 29, 1962	Braniff Airways, Inc., and Air Line Pilots Association.
Walter L. Gray	Oklahoma City, Okla.	Oct. 30, 1962	Western Airlines, Inc., and Air Line Pilots Association.
Sidney A. Wolff	New York, N.Y.	Nov. 2, 1962	Seaboard World Airlines, Inc., and Air Line Pilots Association.
Roy R. Ray	Dallas, Tex.	Nov. 21, 1962	Braniff Airways, Inc., and Air Line Pilots Association.
John Day Larkin	Chicago, Ill.	Nov. 26, 1962	Chicago Helicopter Airways and Transport Workers Union of America.
Charles W. Webster	Dallas, Tex.	Dec. 3, 1962	Braniff Airways, Inc., and International Association of Machinists.
John J. Kehoe	Miami, Fla.	Dec. 28, 1962	National Airlines, Inc., and Air Line Employees Association.
Daniel A. Lynch	New York, N.Y.	Dec. 28, 1962	Seaboard World Airlines, and Transport Workers Union of America.
Sidney A. Wolff	New York, N.Y.	Jan. 23, 1963	Pan American World Airways and Brotherhood of Railway & Steamship Clerks.
Walter L. Gray	Oklahoma City, Okla.	Jan. 23, 1963	Capitol Airways, Inc., and Air Line Pilots Association.
Walter G. Seinsheimer	Cincinnati, Ohio	Jan. 25, 1963	Capitol Airways, Inc., and Air Line Pilots Association.
Abram H. Stockman	New York, N.Y.	Jan. 25, 1963	Pan American World Airways, Inc., and Transport Workers Union of America.
James C. Vadakin	Miami, Fla.	Jan. 29, 1963	Caribbean Atlantic Airlines, Inc., and Air Line Stewards & Stewardesses Association, TWU-AFL-CIO.
Francis X. McLaughlin	Washington, D.C.	Feb. 12, 1963	Irish Airlines and International Association of Machinists.
Paul N. Guthrie	Chapel Hill, N.C.	Feb. 20, 1963	Capitol Airways, Inc., and Air Line Pilots Association.
Paul N. Guthrie	Chapel Hill, N.C.	Feb. 20, 1963	Capitol Airways, Inc., and Air Line Pilots Association.
Murray M. Rohman	Fort Worth, Tex.	Feb. 20, 1963	Braniff Airways, Inc., and International Association of Machinists.
James C. Vadakin	Miami, Fla.	Feb. 21, 1963	Eastern Air Lines, Inc., and International Association of Machinists.
Charles C. Killingsworth	East Lansing, Mich.	Feb. 25, 1963	Northwest Airlines and International Association of Machinists.
Sidney L. Cahn	New York, N.Y.	Mar. 4, 1963	Pan American World Airways and Transport Workers Union of America.
Paul N. Guthrie	Chapel Hill, N.C.	Mar. 26, 1963	Capitol Airways and Air Line Pilots Association.
James C. Hill	New York, N.Y.	Mar. 27, 1963	Seaboard World Airlines, Inc., and Transport Workers Union of America.
Paul N. Guthrie	Chapel Hill, N.C.	Mar. 27, 1963	Eastern Air Lines, Inc., and International Association of Machinists.
Walter G. Seinsheimer	Cincinnati, Ohio	Mar. 28, 1963	Capitol Airways, Inc., and Air Line Pilots Association.
Harold Kramer	Miami Beach, Fla.	Apr. 17, 1963	Eastern Air Lines and International Association of Machinists.
Spurgeon Avakian	Oakland, Calif.	Apr. 17, 1963	Alaska Airlines and Air Line Pilots Association.
Spurgeon Avakian	Oakland, Calif.	Apr. 17, 1963	Pacific Northern Airlines, Inc., and Air Line Employees Association.
Charles Webster	Dallas, Tex.	Apr. 23, 1963	Eastern Air Lines, Inc., and International Association of Machinists.
Charles Webster	Dallas, Tex.	Apr. 23, 1963	National Airlines, Inc., and International Association of Machinists.
Lloyd H. Baller	New York, N.Y.	Apr. 30, 1963	American Airlines, Inc., and Transport Workers Union of America.
Edgar Allan Jones	Los Angeles, Calif.	May 7, 1963	Western Airlines, Inc., and Air Line Pilots Association.
Patrick J. Fisher	Indianapolis, Ind.	May 10, 1963	Lake Central Airlines and Lake Central Mechanics Association.

Walter Buckingham.....	Atlanta, Ga.....	May 17, 1963	Eastern Air Lines, Inc., and International Association of Machinists.
Hugo L. Black.....	Miami, Fla.....	June 10, 1963	Eastern Air Lines, Inc., and International Association of Machinists.
Paul N. Guthrie.....	Chapel Hill, N.C.....	June 17, 1963	Pan American World Airways, Inc., and Transport Workers Union of America.
David Stowe.....	Washington, D.C.....	June 20, 1963	Northwest Airlines, Inc., and International Association of Machinists.
Murray M. Rohman.....	Fort Worth, Tex.....	June 20, 1963	Northwest Airlines, Inc., and International Association of Machinists.
William Christian.....	Oklahoma City, Okla.....	June 20, 1963	Northwest Airlines, Inc., and International Association of Machinists.
Maurice H. Schy.....	Chicago, Ill.....	June 25, 1963	Seaboard World Airlines and Transport Workers Union of America.
Martin I. Rose.....	New York, N.Y.....	June 27, 1963	Pan American World Airways and Transport Workers Union of America.

*Referees Appointed—System Board of Adjustment (Railroad), fiscal year 1963*

Name	Residence	Date of appointment	Parties
Martin I. Rose.....	New York, N.Y.....	July 3, 1962	Pennsylvania Railroad Co. and Railroad Food Workers Union.
Daniel A. Lynch.....	New York, N.Y.....	Oct. 19, 1962	Pennsylvania Railroad Co. and Transport Workers Union of America.

*Arbitrators appointed—Arbitration boards, fiscal year 1963*

RAILROADS

Name	Residence	Date of appointment	Arbitration and Case No.	Parties
Sylvester Garrett.....	Pittsburgh, Pa.....	Oct. 1, 1962	Arb. 275.....	Chicago & North Western Ry. Co. and Order of Railroad Telegraphers.
Harold M. Gilden.....	Chicago, Ill.....	Nov. 29, 1962	Arb. 273; Case A-6612.....	REA Express and International Association of Machinists.
Robert O. Boyd.....	Portland, Oreg.....	Jan. 28, 1963	Arb. 168; Case A-3437 and A-3546.	Eastern, Western & Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen and Order of Railway Conductors & Brakemen.
James Beech.....	Coraopolis, Pa.....	Feb. 14, 1963	Arb. 276.....	Pittsburgh & Ohio Valley Ry. Co. and United Steelworkers of America, AFL-CIO.
J. Keith Mann.....	Stanford, Calif.....	Mar. 18, 1963	Arb. 277; Case A-6617.....	Southern Pacific Co. (Pacific Lines) and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Byron R. Abernethy.....	Lubbock, Tex.....	May 1, 1963	Arb. 279.....	Southern Pacific Co.—Texas & Louisiana Lines and Order of Railroad Telegraphers.

*Arbitrators appointed—Arbitration boards, fiscal year 1963—Continued*  
AIRLINES

Paul N. Guthrie.....	Chapel Hill, N. C.....	Aug. 9, 1962	Arb. 274; Case A-6245.....	Pan American World Airways, Inc., and Flight Engineers' International Association.
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*Arbitrators appointed pursuant to union shop agreements, fiscal year 1963*

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
A. R. Marshall.....	Atlanta, Ga.....	July 3, 1962	Augusta Union Station Co.....	Brotherhood of Railway & Steamship Clerks.	Fred Shipman.
Morrison Handsaker.....	Easton, Pa.....	Aug. 8, 1962	New York, Chicago & St. Louis Railroad.	Brotherhood of Locomotive Firemen & Enginemen.	David L. Strohl.
G. Allan Dash, Jr. <sup>1</sup> .....	Philadelphia, Pa.....	Aug. 30, 1962	Norfolk & Western Railway Co.....	Brotherhood of Railway & Steamship Clerks.	R. J. Bailey.
Lloyd H. Bailer.....	New York, N.Y.....	Sept. 6, 1962	The Pennsylvania Railroad Co.....	do.....	E. T. Short.
Livingston Smith.....	Dallas, Tex.....	Sept. 24, 1962	Southern Pacific Texas & Louisiana Lines.	Brotherhood of Railroad Trainmen.....	T. A. Hyer.
Livingston Smith.....	Dallas, Tex.....	Sept. 25, 1962	Southern Pacific Texas & Louisiana Lines.	Brotherhood of Railroad Trainmen.....	S. C. Anderson.
Joseph L. Miller <sup>2</sup> .....	Washington, D.C.....	Oct. 9, 1962	Norfolk & Western Railway Co.....	Brotherhood of Railway & Steamship Clerks.	R. J. Bailey.
Frank Elkourl.....	Norman, Okla.....	Mar. 6, 1963	Union Terminal Co., Dallas, Tex...	The Switchmen's Union of North America.	E. E. Sugg.

<sup>1</sup> Resigned Oct. 8, 1962.

<sup>2</sup> Vice G. Allan Dash, Jr.

# APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-63

Status of cases	29-year period 1935-63	Fiscal year 1963	Fiscal year 1962	Fiscal year 1961	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	258	248	233	202	136	172	126	151
New cases docketed.....	10, 665	297	287	313	413	415	463	381	219
Total cases on hand and received.....	10, 761	555	535	546	615	551	635	507	370
Cases disposed of.....	10, 475	269	277	298	401	403	496	347	220
Cases pending and unsettled at end of period.....	286	286	258	248	214	148	139	160	150
Representation cases									
Cases pending and unsettled at beginning of period.....	24	22	22	16	22	34	50	34	43
New cases docketed.....	3, 600	59	67	67	100	136	176	149	108
Total cases on hand and received.....	3, 624	81	89	83	122	170	226	183	151
Cases disposed of.....	3, 611	68	67	61	102	137	186	139	107
Cases pending and unsettled at end of period.....	13	13	22	22	20	33	40	44	44
Mediation cases									
Cases pending and unsettled at beginning of period.....	72	234	221	214	173	102	122	91	108
New cases docketed.....	6, 967	236	218	236	304	276	286	230	110
Total cases on hand and received.....	7, 039	470	439	450	477	378	408	321	218
Cases disposed of.....	6, 768	199	205	229	290	264	309	206	112
Cases pending and unsettled at end of period.....	271	271	234	221	187	114	99	115	106
Interpretation cases									
Cases pending and unsettled at beginning of period.....	0	2	5	3	6	0	0	1	0
New cases docketed.....	98	2	2	10	9	3	1	2	1
Total cases on hand and received.....	98	4	7	13	15	3	1	3	1
Cases disposed of.....	96	2	5	8	8	2	1	2	1
Cases pending and unsettled at end of period.....	2	2	2	5	7	1	0	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1963

	Disposition by type of carrier							Disposition by major issue involved						
	Railroads						Rail-roads total	Air-lines total	New agreement		Rates of pay		Rules	
	Total all cases	Class I	Class II	Switching and terminal	Electric rail-roads	Miscellaneous carriers			Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line
Total .....	199	81	11	23	5	13	133	66	0	1	42	55	91	10
Mediation agreement .....	118	47	8	13	1	1	70	48		1	27	39	43	8
Arbitration agreement .....	1					1	1				1			
Withdrawn after mediation .....	18	10		2	3	2	17	1			6	1	11	
Withdrawn before mediation .....	15	6		1	1	1	9	6			3	5	6	1
Refusal to arbitrate by:														
Carrier .....	7	2	1			2	5	2			1	2	4	
Employees .....	26	14		5		4	23	3			2	2	21	1
Both .....	4	1					1	3				3	1	
Dismissal .....	10	1	2	2		2	7	3			2	3	5	

**TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1963**

	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.....		42	46	3,661	3,090	26	33	4,799	1,704
Disposition:									
Certification based on election.....	44	28	31	3,469	3,005	16	21	2,438	1,695
Certification based on authorizations.....	11	11	12	72	63	0	0	0	0
Withdrawn after investigation.....	3	0	0	0	0	3	5	273	0
Withdrawn before investigation.....	6	2	2	25	0	4	4	293	0
Dismissal.....	4	1	1	95	22	3	3	1,795	9
Total all cases.....	68		79	4,460	4,794				

**TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1963**

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	269	68	199	2
Railroad, total.....	175	42	133	0
Combined groups, railroad.....	4	1	3	0
Train, engine, and yard service.....	86	15	71	0
Mechanical foremen.....	2	2	0	0
Maintenance of equipment.....	8	1	7	0
Clerical, office, station, and storehouse.....	13	1	12	0
Yardmasters.....	12	3	9	0
Maintenance-of-way and signal.....	9	2	7	0
Subordinate officials in maintenance-of-way.....	2	2	0	0
Agents, telegraphers, and towermen.....	3	0	3	0
Train dispatchers.....	0	0	0	0
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Dining-car employees, train and pullman porters.....	14	7	7	0
Patrolmen and special officers.....	3	2	1	0
Marine service.....	10	3	7	0
Miscellaneous railroad.....	9	3	6	0
Airline, total.....	94	26	66	2
Combined airline.....	10	7	3	0
Mechanics.....	18	1	17	0
Radio and teletype operators.....	4	3	1	0
Clerical, office, stores, fleet and passenger service.....	7	3	4	0
Stewards, stewardesses, and flight pursers.....	15	4	10	1
Pilots.....	27	3	23	1
Dispatchers.....	3	1	2	0
Mechanical foremen.....	2	2	0	0
Meteorologists.....	1	1	0	0
Flight engineers.....	1	0	1	0
Miscellaneous airline.....	6	1	5	0

TABLE 5.—*Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1963*

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	68	79	8,460	100
Railroad, total.....	42	46	3,661	43
Train service.....	12	16	1,033	12
Engine service.....	1	1	4	(1)
Yard service.....	2	2	196	2
Mechanical foremen.....	2	2	98	1
Maintenance of equipment.....	1	1	3	(1)
Clerical, office, station storehouse.....	1	1	7	(1)
Yardmasters.....	3	3	33	(1)
Maintenance-of-way and signal.....	2	2	11	(1)
Subordinate officials, maintenance-of-way.....	2	2	360	4
Agents, telegraphers, and towermen.....	0	0	0	0
Dispatchers.....	0	0	0	0
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Dining-car employees, train and pullman porters.....	7	7	1,754	21
Patrolmen and special officers.....	2	2	53	(1)
Marine service.....	3	3	14	(1)
Combined groups, railroad.....	1	1	10	(1)
Miscellaneous railroad.....	3	3	85	(1)
Airline, total.....	26	33	4,799	57
Mechanics.....	1	1	1,776	20
Flight navigators.....	1	1	24	(1)
Clerical, office, stores, fleet and passenger service.....	3	3	568	7
Stewards, stewardesses and pursers.....	4	4	1,605	19
Stocks and stores.....	0	0	0	0
Pilots.....	3	3	122	1
Flight engineers.....	0	0	0	0
Combined groups, airline.....	7	14	629	7
Dispatchers.....	1	1	4	(1)
Commissary.....	0	0	0	0
Radio operators and teletype.....	3	3	15	0
Miscellaneous airline.....	3	3	56	(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 1963**

	Certifications issued to—						Total	
	National organizations			Local unions			Craft or class	Number of employees involved
	Craft or class	Employees involved		Craft or class	Employees involved			
		Number	Per cent		Number	Per cent		
<b>RAILROADS</b>								
Representation acquired:								
Elections.....	7	168	3				7	168
Proved authorizations.....	8	46	(1)				8	46
Representation changed:								
Elections.....	15	2,082	35	2	75	95	17	2,157
Proved authorizations.....	4	26	(1)				4	26
Representation unchanged: Elections.....	8	1,145	19				8	1,145
Total railroads.....	42	3,467	59	2	75	95	44	3,542
<b>AIRLINES</b>								
Representation acquired:								
Elections.....	10	137	2	0	0	0	10	137
Proved authorizations.....	0	0	(1)				0	0
Representation changed:								
Elections.....	9	2,260	38	0	0	0	9	2,260
Proved authorizations.....	0	0	0				0	0
Representation unchanged: Elections.....	0	0	0	1	4	5	1	4
Total airlines.....	19	2,397	41	1	4	5	20	2,401
Total combined railroad and airline.....	61	5,864	100	3	79	100	64	*5,943

<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, 1962 to June 30, 1963*

Case No.	Carrier	Union	Craft or class	Number of employees	Date Began	Date Ended	Issues	Disposition
A-5696, 5739---	Chicago and Northwestern Ry. Co.	Order of Railroad Telegraphers.	Telegraphers-----	1,139	Aug. 20, 1962	Sept. 28, 1962	Rules-----	Arbitration.
A-6627-----	Florida East Coast Ry. Co.	Eleven Cooperating Railway Labor Organizations.	Nonoperating employees.	2,023	Jan. 23, 1963	-----	Wages--rules--	Unsettled.
A-6700-----	-----do-----	BLE; BLF&E; ORC&B; BRT.	Operating employees..	350	Apr. 5, 1963 July 3, 1963	May 7, 1963 Aug. 28, 1963	Rules-----	Injunction PL 88-108.
A-6929-----	Cleveland Stevedore Co.....	UMWA—District 50-----	Coal and ore dock employees.	44	Apr. 22, 1963	May 17, 1963	-----do-----	Mediation agreement.

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 1935-63

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
1963.....	5,226	3,132	774	769	164	14	87	286
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:								
1963.....	5,131	3,076	770	751	160	14	86	274
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:								
1963.....	95	56	4	18	4	-----	1	12
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	-----	-----	6
1935.....	81	81	-----	-----	-----	-----	-----	-----

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-63, inclusive

ALL DIVISIONS

Cases	29-year period 1935-63	1963	1962	1961	1960	1959
Open and on hand at beginning of period.....		6,461	5,968	5,957	5,645	4,948
New cases docketed.....	60,185	1,901	1,873	1,870	1,799	2,397
Total number of cases on hand and docketed.....	60,185	8,362	7,841	7,827	7,444	7,345
Cases disposed of.....	53,375	1,552	1,380	1,859	1,487	1,700
Decided without referee.....	11,900	60	73	255	75	156
Decided with referee.....	22,326	1,184	924	871	688	895
Withdrawn.....	19,149	308	383	733	724	649
Open cases on hand close of period.....	6,810	6,810	6,461	5,968	5,957	5,645
Heard.....	1,166	1,166	1,679	1,769	1,735	2,497
Not heard.....	5,644	5,644	4,782	4,199	4,222	3,148

FIRST DIVISION

Open and on hand at beginning of period.....		3,238	2,928	3,104	2,872	2,530
New cases docketed.....	39,625	809	687	823	799	1,084
Total number of cases on hand and docketed.....	39,625	4,047	3,615	3,927	3,671	3,614
Cases disposed of.....	35,832	254	377	999	567	742
Decided without referee.....	10,053	31	42	217	47	139
Decided with referee.....	10,275	112	152	226	228	308
Withdrawn.....	15,504	111	183	556	292	295
Open cases on hand close of period.....	3,793	3,793	3,238	2,928	3,104	2,873
Heard.....	173	173	167	136	179	122
Not heard.....	3,620	3,620	3,071	2,792	2,925	2,750

SECOND DIVISION

Open and on hand at beginning of period.....		379	288	365	282	268
New cases docketed.....	4,578	217	287	216	305	397
Total number of cases on hand and docketed.....	4,578	596	575	581	587	665
Cases disposed of.....	4,223	241	196	293	222	383
Decided without referee.....	687	5	13	8	7	3
Decided with referee.....	2,712	213	165	270	110	269
Withdrawn.....	824	23	18	15	105	111
Open cases on hand close of period.....	355	355	379	288	365	282
Heard.....	41	41	80	106	186	149
Not heard.....	314	314	299	182	179	133

THIRD DIVISION

Open and on hand at beginning of period.....		2,731	2,646	2,399	2,408	2,102
New cases docketed.....	14,114	779	773	733	615	770
Total number of cases on hand and docketed.....	14,114	3,510	3,419	3,132	3,023	2,872
Cases disposed of.....	11,516	912	688	486	624	464
Decided without referee.....	867	18	10	17	3	10
Decided with referee.....	8,207	768	534	342	309	233
Withdrawn.....	2,442	126	144	127	312	221
Open cases on hand close of period.....	2,598	2,598	2,731	2,646	2,399	2,408
Heard.....	904	904	1,340	1,443	1,296	2,176
Not heard.....	1,694	1,694	1,391	1,203	1,103	232

**TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-63, inclusive—Continued**

**FOURTH DIVISION**

Cases	29-year period 1935-63	1963	1962	1961	1960	1959
Open and on hand at beginning of period.....	-----	113	106	89	83	48
New cases docketed.....	1, 868	96	126	98	80	146
Total number of cases on hand and docketed.....	1, 868	209	232	187	163	194
Cases disposed of.....	1, 804	145	119	81	74	111
Decided without referee.....	293	6	8	13	18	4
Decided with referee.....	1, 132	91	73	33	41	85
Withdrawn.....	379	48	38	35	15	22
Open cases on hand close of period.....	64	64	113	106	89	83
Heard.....	48	48	92	84	74	50
Not heard.....	16	16	21	22	15	33

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1963

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	BFL&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	(#)	(#)	(#)	(#).
Atlanta & West Point RR.	BLE	BLF&E	BRT	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.
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	SUNA	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.
Detroit & Toledo Shore Line RR.	BLF&E	BLF&E	ORCB	BRT	BRT	RYA	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.
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	BRT	BRT	X	BRC	BMW	ORT	ATDA
Grand Trunk Western RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Great Northern Ry	BLE	BLF&E	ORCB	ORCB	SUNA	RYA	BRC	BMW	ORT	ATDA
Green Bay & Western RR	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	ORT	(*)
Gulf, Mobile & Ohio RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Illinois Central RR	BLE	BLF&E	ORCB	BRT	BRT	SA	BRC	BMW	ORT	SA
Illinois Terminal RR	BLF&E	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Kansas City Southern Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Kansas, Oklahoma & Gulf Ry	BLF&E	BLF&E	ORCB	BRT	BRT	(*)	BRC	BMW	ORT	(*)
Lake Superior & Ishpeming RR	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	X	X
Lehigh & Hudson River Ry	BLE	BLE&F	BRT	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
		LU								
Louisville & Nashville RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Maine Central RR	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Midland Valley RR	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Minneapolis & St. Louis Ry	BLE	BLF&E	ORCB	BRT	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	RYA	BRC	BMW	ORT	ATDA
Montour RR	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	(*)	(*)
Nevada Northern Ry	BLE	BLE	BRT	BRT	(*)	(*)	X	MMS	X	ATDA
New York Central RR	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA
Ohio Central Lines	BLE	BLF&E	ORCB	BRT	BRT	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	ROCB	BRT	BRT	X	BRC	BMW	ORT	ORT
Norfolk Southern Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Northern Pacific Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Northwestern Pacific RR	BLE	BLF&E	ORCB	BRT	ORCB	(*)	BRC	BMW	ORT	ATDA
				BRT						
Pennsylvania RR	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Pennsylvania Reading Seashore Lines	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA
Pittsburgh & Lake Erie RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Pittsburgh & Shawmut RR	BLF&E	BLF&E	BRT	BRT	(*)	(*)	X	BMW	(*)	ATDA
Pittsburgh & West Virginia Ry	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA
Reading 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

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1963—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage-men	Yard-foremen, helpers and switch-tenders	Yard-masters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatchers
Rutland Ry.	BLE	BLF&E	ORCB	BRT	BRT	X	BRC	BMW	ORT	ATDA.
St. Louis-San Francisco Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
St. Louis Southwestern Ry.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
San Diego & Arizona Eastern Ry.	BLE	BLE	ORCB	ORCB	BRT	(*)	BRC	BMW	ORT	(*)
Seaboard Air Line RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Southern Pacific Co. (Pac. Lines)	BLE	BLF&E	ORCB	BRT	SUNA	RYNA	BRC	BMW	ORT	ATDA.
Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Georgia, Southern Florida Ry.	BLF&E	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Cincinnati, New Orleans & Texas Pacific Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	ORT	(#)
New Orleans & Northeastern RR.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	(#)	(#)	(#)	(#)
Alabama Great Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#)
Spokane International RR.	BLF&E	BLF&E	ORCB	ORCB	SUNA	RYA	BRC	BMW	ORT	LU.
Spokane, Portland & Seattle Ry.	BLE	BLF&E	ORCB	ORCB	BRT	RYA	BRC	BMW	ORT	ATDA.
Staten Island Rapid Transit Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Tennessee Central Ry.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Texas & 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&F	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, 1963—Continued

Railroad	Machinists	Boiler- makers, black- smiths	Sheet met- al workers	Electrical workers	Carmen, coach cleaners	Power house employees, shop laborers	Signalmen	Mechanical foremen, supervisors	Dining-car stewards	Dining-car cooks and waiters
Akron, Canton & Youngstown Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	BFO.	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.		(*)	(*)
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, 1963—Continued

Railroad	Machinists	Boiler-makers, black-smiths	Sheet metal workers	Electrical workers	Carmen, coach cleaners	Power house 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/URRWA.	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
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	X	(*)
Minneapolis, St. Paul & Sault Ste. Marie RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	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.	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(#)	(#)
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, 1963—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	TWU	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	ALPA		IAM	ALEA	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	TWU	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	ALPA		IAM	ALEA	IAM
Northeast Airlines, Inc.	ALPA			ALDA	TWU	TWU	IAM	TWU	(?)
Northwest Airlines, Inc.	ALPA	IAM	TWU	ALDA	TWU	CWA	IAM	BRC	IAM
Ozark Air Lines	ALPA			ALDA	ALPA		IAM	IAM	IAM
Pacific Air Lines, Inc.	ALPA	ALPA		ALDA	TWU		IAM	ALEA	IAM
Pan American World Airways, Inc.	ALPA	FEIA		ALDA	TWU		IAM	BRC	IBT
Piedmont Aviation, Inc.	ALPA			ALDA	ALPA				
Riddle Airlines	ALPA				ALPA		IBT	ALEA	IBT
Slick Airways, Inc.	ALPA	FEIA	TWU		ALPA		IBT		IBT
Southern Airways, Inc.	ALPA			ALDA			ALEA		
Trans-Texas Airways	ALPA			ALDA	TWU		IAM	ALEA	IAM
Trans World Airlines, Inc.	ALPA	FEIA	TWU	ALDA	TWU	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	TWU	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.—Employee representation on selected rail carriers as of  
June 30, 1963—Continued**

Railroad	Licensed deck em- ployees	Licensed engine- room em- ployees	Un- licensed deck em- ployees	Un- licensed engine- room em- ployees	Cap- tains, lighters, grain boats	Hoist- ing engi- neers	Float- watch- men, bridge- men, bridge operators	Cooks, chefs, walters
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
Eric-Lackawanna Rail- road Co.....	MMP	NMEB	IBT	IBT	TWU- ILA	TWU	UMW	-----
Grand Trunk Western.....	GLLO	GLLO	NMU	NMU	-----	-----	-----	-----
Lehigh Valley.....	TWU	NMEB	TWU	TWU	ILA	IOE	TWU	NMU
Long Island.....	RMU	NMEB	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
RMU	Railroad Marine Union
SIUA	Seafarers Internal Union of North America
TWU	Transport Workers Union of America, Railroad Division
UMW	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

## RAILROADS—Continued

RYNA	Railroad Yardmasters of North America
SA	System Association, Committee or Individual
SMWIA	Sheet Metal Workers International Association
UORWA	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
ALDA	Air Line Dispatchers Association
ALPA	Air Line Pilots Association, International
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
TWU	Transport Workers Union of America, Airline Division

## 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

