

*Thirtieth*  
ANNUAL REPORT OF THE  
NATIONAL  
MEDIATION  
BOARD

INCLUDING  
THE REPORT OF THE  
NATIONAL RAILROAD  
ADJUSTMENT BOARD



*For the Fiscal Year Ended JUNE 30, 1964*



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**NATIONAL MEDIATION BOARD**

*Fiscal Year Ended June 30, 1964*

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

**LEVERETT EDWARDS, *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, 1964.*

*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 Thirtieth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1964, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

HOWARD G. GAMSER, *Chairman.*



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## I. SUMMARY AND OBSERVATIONS

Of outstanding significance during the past fiscal year, was the resolution of the so-called "work rules" dispute involving the major railroads of the country and their operating 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 Switchmen's Union of North America.

This dispute was initiated by proposals of the railroads November 2, 1959 for complete revision of agreements covering the wage structure and work rules of employees engaged in train operations. The organizations in turn served counter proposals on September 7, 1960, for increases in wages, fringe benefits and employment security provisions.

This dispute was progressed through procedures both within the framework of the Railway Labor Act and others, all of which had been utilized without success in an effort to resolve the many and complex issues involved in the dispute. The development and handling of this dispute has been reported in detail in previous annual reports.

Congressional consideration of the dispute resulted in the passage of Public Law 88-108 on August 28, 1963, providing for submission of two controversial issues in the dispute to final and binding arbitration: (1) the use of firemen on diesel locomotives in freight and yard service, and (2) the question of crew consist, or the number of crew members needed to perform train operations in road and yard service.

This statutory arbitration board issued and filed its award November 26, 1963. The award prescribed procedures for the reduction of diesel firemen positions and remanded the crew consist issue to the local properties for negotiations and eventual disposition by special adjustment board procedures, if negotiations failed to produce agreement. The award of this Arbitration Board is summarized under Items of Special Interest—this Chapter I.

Public Law 88-108 also included a provision directing the parties to continue negotiations on the remaining issues in dispute, and prohibited unilateral changes in agreements or resort to economic force by the parties until February 24, 1964, the expiration date of the law.

The parties, however, failed to reach a national agreement on the issues which were not subject to arbitration under Public Law 88-108, prior to the expiration of the law, and since all other legal procedures had been exhausted, the parties were free to resort to economic strength to secure settlement.

The organizations then sought settlements with various carriers on an individual basis. After several carriers had declined the proposals of the organizations to abandon national handling and bargain on a separate basis, the organizations on April 8, 1964, engaged in a strike against the Illinois Central Railroad, halting services of the carrier in 14 States. The representatives of the carriers participating in the

dispute on a national basis, countered this action by the organizations against one of its member carriers, by announcing that the carriers' proposed work rule changes, would be placed in effect April 10, 1964, by all member carriers. The unions responded by threat of a nationwide strike.

The Secretary of Labor, acting under the direction of the President, called union and management negotiators to Washington for meetings to head off the threatened transportation crisis.

On April 9, 1964, the strike on the Illinois Central Railroad was terminated, with the announcement by the President that the parties had agreed to a status quo period of 15 days during which time further negotiations designed to settle all issues in dispute on a national basis would be conducted by the parties, aided by representatives of the Government.

Assisting the parties as mediators during these negotiations, were the Secretary and Assistant Secretary of Labor; the Chairman of the National Mediation Board; Dr. George W. Taylor of Philadelphia, Pa.; and Theodore W. Kheel of New York City.

After intensive bargaining sessions by the parties, the President announced on April 22, 1964, two days before the expiration of the status quo period, that the parties had reached tentative agreement on all issues in dispute. It was also announced that the agreement would be put into contract form at a later date with the assistance of the mediators. The completed agreement was finally signed by the parties on June 25, 1964, and disposed of issues relating to paid holidays, expenses away from home, manning self-propelled machines, pay structure, and inequity adjustments, combining road and yard work, and interdivisional service. The principle provisions of the agreement are summarized under "Items of Special Interest"—this Chapter 1.

While the disposition of the work rules dispute involving operating employees in the railroad industry removed a problem that has been of major concern over the past several years, other industry-wide disputes involving the general wage and rules change movements of both operating and nonoperating railroad employees' organizations were still pending and unsettled at the close of the fiscal year.

The handling of these disputes has been complicated by varying wage and rules proposals and the progressing of some issues by separate negotiations.

The 11 nonoperating employee organizations which for many years past have progressed general wage and rules movements on a concerted or industry-wide basis in a single joint movement with uniform proposals, departed substantially from this practice in their industry-wide wage and rules movements now being progressed for handling at the national level, with the result that these negotiations encompass two separate rules movements on proposals for industry-wide application of rules relating to job security and protective benefits for employees adversely affected by technological and organizational changes, three separate wage movements for varying wage increases because certain organization are seeking to increase the "pay differential" between skilled and unskilled workers, and, finally, a uniform proposal for improvements in vacation and holiday allowances and health and welfare benefits in which all 11 nonoperating employees' organizations are participating.

The operating employees' organizations which generally in the past have followed the practice of progressing wage and rules change proposals for industry-wide application through negotiations at the national level either in separate or joint movements have in some instances been progressing their current general wage and rules requests on a carrier-to-carrier basis.

Settlements of some issues involved in these disputes were made during the fiscal year, but since most of the disputes involving the 1963-64 wage and rules change movements of both operating and nonoperating railroad employees' organizations were being progressed under procedures of the act at the close of the fiscal year, there is included in Items of Special Interest—this Chapter I—a summary of the settlements concluded and status of the unsettled disputes at the time this report went to press.

As will be noted, four of the five operating employees' organizations have concluded formal agreements disposing of their current industry-wide wage and rules movements. Proposal for the settlement of the remaining dispute involving operating employees is under consideration by the parties.

As to the industry-wide wage and rules movements of the eleven nonoperating employees' organizations, settlements have been concluded on all but two issues, one covering proposals of five organizations for rules relating to "stabilization of employment" and the other covering demand of three shopcraft organizations for a "pay differential" for skilled workers.

As this report went to press, further mediation proceedings were in progress in an effort to settle the "stabilization of employment" issue, arising from proposals of five nonoperating employees' organizations, representing clerical, office and station forces, maintenance of way employees, telegraphers, signalmen and dining car workers.

On the issue relating to a "pay differential" for skilled workers, the three shopcraft organizations representing machinists, electrical workers and sheetmetal workers, set a strike date for December 15, 1964. However, court action instituted by the carriers, has resulted in a postponement of the strike.

During the past several years, representatives of employees and carriers have had to face unusual and difficult problems in adjusting to changing conditions and the periods of crises resulting from unsettled disputes have been of grave concern to the parties, the Board and the public. However, the disposition of the long-standing work rules dispute and the recent settlements of the 1963-64 industry-wide wage and rules movements of both operating and nonoperating employees' organizations, give rise to the hope that a period of industrial peace in the railroad industry can be achieved by the parties in disposing of the two remaining disputes through further negotiations.

### ***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>

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

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 dispute are: Conferences by the parties on the individual properties in an effort to settle the dispute, mediation by the National Mediation Board, voluntary arbitration, and, in special cases, Emergency Board procedure.

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

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

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

The act was amended January 10, 1951 so as to permit 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 appointment and for that period and 30 days after, no change shall be made by the parties to the controversy in the conditions out of which the dispute arose. This latter period permits the parties to consider the report of the Board as a basis for settling the dispute.

During the 30 years the National Mediation Board has been in existence, 160 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 are essential ingredients 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.

### ***Railroad Industrywide Bargaining***

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 involve only a few rules proposals. On the other hand, numerous proposals for changes in rules, and those seeking substantial departure from existing rules, produce controversies extremely difficult to compose.

The benefit of negotiations, national in scope, is that when settlement is effected, it establishes a "pattern" for the entire industry, extending generally to all of the 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

During the past fiscal year there were six work stoppages occurring in industries covered by the Railway Labor Act, as tabulated in appendix C, table 7, of this report. Five of these work stoppages were in the railroad industry and one was in the airline industry.

Work 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.

Not included in table 7 are strikes referred to in the last annual report and which continued through the present fiscal year. One of these strikes involves the Flight Engineers' International Association and Eastern Air Lines, Inc., which began on June 23, 1962. Regular flight operations, however, were resumed by the carrier in September 1962. The other strike involves the Florida East Coast Railway Company. The Eleven Cooperating Railway Labor Organizations, representing nonoperating employees, withdrew from the service of the carrier on January 23, 1963. However, the carrier resumed operations on or about October 1, 1963, on a limited basis and has continued to operate. This dispute was the subject of an investigation by Emergency Board 157, which issued its report to the President December 23, 1963, a summary of which is contained in Chapter V of this report. The recommendations of this Emergency Board were not accepted by the carrier. This strike was still in effect at the close of the fiscal year but the carrier was continuing operations with non-striking employees and replacements.

A brief summary of the work stoppages which occurred during the fiscal year follows:

### *A-6996—Pacific & Arctic Railway and Navigation Co. and International Brotherhood of Teamsters*

October 4, 1963, carrier suspended operation in anticipation of a strike following failure of direct negotiations, mediation and declination to arbitrate by both parties of a dispute involving changes in the collective bargaining contract for nonoperating employees.

On October 21, 1963, operations were restored. Subsequently, the parties entered into further mediation conferences during which settlement of the dispute was reached.

### *A-7079—Butte, Anaconda & Pacific Railway Co. and Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen*

October 5, 1963, a strike by operating employees occurred on this railroad and continued until October 13, 1963, when an agreement was reached in further mediation conferences. Settlement efforts prior to the strike had been unsuccessful in resolving the dispute.

The issues involved proposals of the employees' organizations relating to protective benefits for employees adversely affected by certain changes in carrier's operation, employee retraining program, supplemental sickness and accident benefits, health, welfare and life insurance plan.

*A-7043—Butte, Anaconda & Pacific Railway Co. and Cooperating Railway Labor Organizations*

October 13, 1963, a strike by nonoperating employees represented by Eight Cooperating Railway Labor Organizations occurred on this carrier and continued until October 16, 1963, when an agreement was reached in further mediation conferences. Settlement efforts prior to the strike had been unsuccessful in resolving the dispute.

The issues involved proposals of the employees' organizations relating to protective benefits for employees adversely affected by certain changes in carrier's operation, employees' retraining program, supplemental sickness and accident benefits, and health, welfare and life insurance plan.

*A-6992—Kentucky & Indiana Terminal Railroad Co. and Brotherhood of Locomotive Firemen and Enginemen*

February 5, 1964, a strike occurred on this switching and terminal company and continued until February 11, 1964. The dispute involved a request of the organization for 30-minutes additional compensation per day to enginemen operating locomotives equipped with radio communication facilities.

The strike followed unsuccessful efforts to mediate the dispute and a declination by carrier of proffer of arbitration. The employees returned to work after court action by the carrier on the basis that the issue was involved in the then pending and unsettled national work rules dispute. Further conferences between the parties disposed of the dispute.

*A-6700—Illinois Central Railroad Company and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen*

April 8, 1964, a strike by operating employees halted all services of this carrier operating in 14 Midwest and Southern States, and continued until April 9, 1964, when it was postponed by agreement of national representatives of the parties, pending further negotiations during which settlement was reached.

This carrier was party to the national work rules case and the issues involved the nonarbitrated items in dispute growing out of the carriers' notice of November 2, 1959, and the organizations' notices of September 7, 1960.

Under the provisions of Public Law 88-108, the diesel firemen and crew consist issues were made subject to arbitration. The remaining issues in the dispute were remanded for further negotiations and the parties were directed to maintain the status quo until February 24, 1964, the expiration date of the law. Negotiations did not produce a national settlement of the nonarbitrated issues and the organizations were attempting to secure a separate settlement on this carrier.

The strike action against this carrier precipitated a threat of a nationwide rail strike, which was averted as mentioned in Chapter 1 of this report, when representatives of the carriers and organizations in conferences in Washington, D.C., reached an industry-wide agreement disposing of the remaining unsettled issues in the work rules dispute involving railroad operating employees.

A strike of 2 days' duration occurred on this airline, February 15 and 16, 1964. The dispute involved proposals for changes in contract wages and rules for clerical, office and station employees. Mediation was unsuccessful and the Association declined to arbitrate the dispute.

On February 16, 1964, service was restored on the signing of a stipulation in mediation to resume negotiations with the understanding that if the issues in dispute were not settled within 5 days, they would be submitted to final and binding arbitration under the act. On failure of these negotiations, the issues involving increase in wages and shift differentials were submitted to Arbitration Board No. 285. (The award of the Board is summarized in Chapter V of this report.)

### 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.

The following is a list of emergency boards created during the fiscal year 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. 155 (E.O. 11115) issued Pullman Co., Chicago, Rock Island & Pacific Railroad Co., New York Central System, Soo Line Railroad Co. and Brotherhood of Sleeping Car Porters.  
July 4, 1963.
- No. 156 (E.O. 11121) issued United Air Lines, Inc. and the International Association of Machinists, AFL-CIO.  
Oct. 9, 1963.
- No. 157 (E.O. 11127) issued Florida East Coast Railway and Eleven Cooperating Railway Labor Organizations.  
Nov. 9, 1963.
- No. 158 (E.O. 11131) issued Braniff Airways, Inc., Continental Airlines, Inc., Northwest Airlines, Inc., Eastern Air Lines, Inc., National Air Lines, Inc., and Trans World Airlines, Inc. and the International Association of Machinists, AFL-CIO.  
Dec. 11, 1963.
- No. 159 (E.O. 11135) issued Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Railroad Signalmen.  
Jan. 3, 1964.
- No. 160 (E.O. 11147) issued Carriers Represented by the National Railway Labor Conference and Certain of their Employees Represented by the Railway Employees' Department, AFL-CIO.  
March 17, 1964.

Reports of Emergency Boards issued during the fiscal year are summarized in Chapter V of this report. Report of Emergency Board No. 160 had not been issued at the close of the fiscal year.

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

The following is a summary of the award of Arbitration Board No. 282 created by Public Law 88-108—approved August 28, 1963.

**ARBITRATION BOARD No. 282** (*Established by Joint Resolution of Congress—S.J. Res. No. 102*), Approved August 28, 1963—Public Law 88-108 (NMB Case A-6700).—*Parties to the dispute: Certain Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.*

An Arbitration Board to consist of seven members was established by Congress to make disposition of two issues involved in a dispute between the major carriers of the country and operating employees represented by the five organizations named above.

As outlined in chapter 1 of this report, the dispute originated November 2, 1959, when the carriers served notices for extensive changes in the wage structure and work rules of their employees engaged in the operation of trains. The organizations served counter proposals under date of September 7, 1960, for wage and rules changes.

The two issues, made subject to final and binding arbitration under Public Law 88-108, related to proposals involving:

- (1) Use of Firemen (Helpers) on Other than Steam Power.
- (2) Consist of Train Road and Yard Crews (other than engine crews).

The other unresolved issues in dispute were remanded to the parties for further negotiations and during the 180 days the resolution was to

be in effect, unilateral changes in agreements or resort to economic strength by the parties was prohibited.

Under the law, two members of the Arbitration Board were to be named by the carriers and two members by the organizations to represent their respective interests. These four partisan members were to endeavor to agree upon and select three additional persons to serve as neutral members. Provision was made that if the partisan members failed to name the three additional members within the time specified to complete the Board, the President would name the additional members.

The organizations named H. E. Gilbert and R. H. McDonald to represent their interests. The carriers named Guy W. Knight and J. E. Wolfe to represent their interests. When these partisan members failed to agree upon and select the three neutral members, the President named Benjamin Aaron of Santa Monica, Calif., James J. Healy of Boston, Mass., and Ralph T. Seward of Washington, D.C., as neutral members to complete the Board of Arbitration.

The Arbitration Board met on September 11, 1963, and elected Mr. Seward as Chairman and adopted rules of procedure. Public hearings were held in Washington, D.C., commencing on September 24, 1963. The award of the Board was issued and filed with the U.S. District Court for the District of Columbia on November 26, 1963. The three neutral members of the Board wrote the majority opinion, in which the two carrier members concurred. The two organization members made separate dissenting opinions.

The following is a general outline of the principal features of the award:

*Firemen issue:* Each carrier was given the right within 7 days from effective date of award to submit to the union representative separate lists of yard service and road freight service diesel locomotive crews in each seniority district, on which it considered firemen unnecessary. Within 30 days thereafter, the union representative could designate, not to exceed 10 percent of those crews on each list, on which the carrier shall be required to use a fireman. The remaining fireman assignments would be subject to elimination, with severance pay allowances or other employee protective benefits to certain employees according to length of service, as outlined in the award.

Provision was made for adjustment of lists at three-month intervals with respect to crews established or discontinued in each seniority district during the preceding 3 months.

After 37 days from effective date of award, carrier would not be required to use firemen on diesel locomotives in freight or yard service, except on those crews that have been designated by union representative, or where it may be necessary to provide jobs for firemen whose employment rights are retained under provisions of the award; provided that no yard locomotive will be operated without a fireman unless it is equipped with a dead-man control in good operating condition.

Provision was made for a National Joint Board of four members (two to be selected by the carriers and one each by the Brotherhood of Locomotive Firemen & Enginemen and Brotherhood of Locomotive Engineers). The Joint Board was directed to make a study of the experience in the operation of diesel locomotives in freight and yard service with and without firemen during the period the award remains in



effect and to prepare and issue a report during the 3-month period prior to the expiration of the award.

*Crew consist issue* (other than for engine crews): The award remanded this issue to the parties for negotiations on a local basis on the individual properties. Either side was given the right to propose changes in the number of employees to be used in manning trains in certain classes of road service and in yard service. If the parties were unable to dispose of disputes by agreement, they could be submitted to a three-man special board of adjustment for final and binding decision. Guidelines, relating to safety of operation, workloads, etc., were specified by the Board to be considered in determining the crew size required on particular assignments.

Under the award, these special boards of adjustment would consist of a member selected by each party and a neutral member. If the parties fail to name partisan members, or if the partisan members fail to name a neutral member to complete the special board, the National Mediation Board is to appoint such members.

Employees affected by changes in crew sizes (other than those on furlough on effective date of the award) retain their rights to service assignments to the extent of available positions, as provided in the award.

The statute provided that the award was to become effective 60 days from the date filed. The award provided that it should continue in effect for 2 years from the date it takes effect, unless the parties agree otherwise.

The constitutionality of the law and the basis on which the Board determined its award was challenged in the courts by four of the five organizations involved. The legislation and the award of the Board was upheld by the U.S. District Court for the District of Columbia on January 8, 1964 (225 F. Supp. 11). On February 20, 1964, the U.S. Court of Appeals, District of Columbia Circuit (331 Fed. (2d) 1020), affirmed the judgment of the lower court and on April 27, 1964, the Supreme Court declined to review the decisions of the lower courts (377 U.S. 918).

The carriers had agreed to defer application of the award with respect to the firemen issue until 10 days following the decision of the Supreme Court on the organization's petition for review. Under this arrangement, May 7, 1964 was established as the effective date for application of the provisions of the award relating to firemen employed on diesel locomotives in freight and yard service.

Since issuance of the award, the parties have submitted questions to the Arbitration Board relating to the meaning and application of certain provisions of the award. As of the close of the fiscal year, the Arbitration Board has issued interpretations under date of May 17, May 22, and June 9, 1964.

*Summary of principle provisions of National Agreement signed June 25, 1964 between representatives of five operating employees' organizations and major railroads, disposing of nonarbitrated issues of work rules dispute.*

**PAID HOLIDAYS:** Allowance of 7 paid holidays to virtually all operating employees paid on an hourly basis. Pay for holidays worked to be at time and half, plus the holiday pay. Employees who previously received holiday pay in lieu of 4 cents per hour will have the 4 cents per hour added to their wages.

**EXPENSES AWAY FROM HOME:** Road service employees (except those in short turnaround passenger service) to receive suitable lodging or an equitable allowance in lieu thereof and a meal allowance of \$1.50 when required to lay-over 4 hours or more at points away from home terminals.

**SELF-PROPELLED MACHINES:** New rule adopted to permit reduction by carrier in the number of employees now required on self-propelled vehicles. Employees deprived of employment as a result of the application of the new rule to be eligible for certain protective benefits of the Washington Job Protection Agreement of 1936.

The new rule also specifies the conditions and types of self-propelled equipment which will require the services of operating employees in road and yard service.

**COMBINING ROAD AND YARD WORK:** New rule adopted providing a work-check formula to determine when carriers may use road crews to replace the last yard crew assignment in a yard or a yard assignment on a particular shift in a yard where more than one yard crew is operated. Employees deprived of employment as a result of the application of the new rule to be eligible for certain protective benefits of the Washington Job Protection Agreement of 1936.

**WAGE STRUCTURE (Road Service):** No change was made in the "pay formula" applicable to road service employees. However, the agreement provides that the application of any wage increases to become effective before January 1, 1968 will be limited to basic daily rates and shall not apply to existing mileage rates.

**WAGE INEQUITY ADJUSTMENTS (Yard Service):** Hourly rates of pay of yard conductors, yard breakmen, switchtenders and car retarder operators were increased by approximately 5 percent. Engineers and firemen on 5-day week yard assignments also received commensurate pay increases.

**INTERDIVISIONAL SERVICE:** The interdivisional runs issue was agreed to be submitted to a committee established on a national basis, of which the public members shall be Dr. George W. Taylor and Mr. Theodore W. Kheel. Procedures for mediation to a conclusion to be established by the public members.

*Summary of 1963-64 railroad operating employees' organizations industry-wide wage and rules movements on major carriers.*

Representatives of five operating employee organizations and major carriers reached separate industry-wide agreements on proposals of the organizations for carrier-paid health and welfare programs, the carriers agreeing to contribute \$23.00 per month per qualifying employee to finance the plans.

Provisions for these plans were made in separate negotiations. Agreements were reached with the Switchmen's Union of North America February 28, 1964, Order of Railway Conductors and Brakemen March 26, 1964, Brotherhood of Railroad Trainmen March 26, 1964, Brotherhood of Locomotive Engineers July 18, 1964 and Brotherhood of Locomotive Firemen and Enginemen July 22, 1964.

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Representatives of the Brotherhood of Locomotive Engineers, in separate negotiations with the Missouri Pacific Railroad Company, on a wage increase request, included in its Section 6 notice of November 12, 1963, reached agreement July 18, 1964, which was also adopted

on an industry-wide basis by national representatives of the major carriers on the same date.

The agreement provided for an increase in basic daily rates of \$1.75 for locomotive engineers effective June 1, 1964.

The agreement also provided for an increase in standard basic daily rates of \$1.50 to engineers in all classes of road freight and yard service when the engine crew consists only of a locomotive engineer.

Agreement providing for a fourth week of vacation for employees with 20 or more years service was also reached November 17, 1964.

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Representatives of the Order of Railway Conductors and Brakemen and major carriers reached an industry-wide agreement November 20, 1964, providing for an increase, effective July 12, 1964, of \$1.75 per basic day for road conductors, and \$1.44 per basic day for road trainmen, and a fourth week of vacation for employees with 20 or more years of service.

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Representatives of the Brotherhood of Railroad Trainmen and major carriers reached an industry-wide agreement November 20, 1964, providing for an increase effective July 12, 1964, of \$1.75 in basic daily rates of road and yard conductors and an increase of \$1.44 in basic daily rates of yard brakemen and road trainmen.

Yardmasters and Dining Car Stewards represented by the organization received an increase in basic monthly rates of 21.875 cents times the number of hours comprehended in their monthly rates.

The agreement also provides for a fourth week of vacation to employees with 20 or more years of service.

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Representatives of the Brotherhood of Locomotive Firemen and Enginemen and major carriers reached an industry-wide agreement December 2, 1964, providing for an hourly wage increase of 9 cents retroactive to January 15, 1964, and an additional 9 cents per hour increase, effective January 1, 1965, for firemen and hostlers.

The agreement also provides for an increase, effective June 1, 1964, in basic daily rates of \$1.75 for locomotive engineers, and a fourth week of vacation for employees with 20 or more years of service.

The agreement follows generally the recommendations of Emergency Board No. 164 in its report to the President November 5, 1964.

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Following negotiations with representatives of carriers on which it holds contracts, representatives of the Switchmen's Union of North America are canvassing its membership on a proposed agreement to provide a wage increase of \$1.75 and \$1.44 per day to yard foremen and yard helpers respectively and a fourth week of vacation to employees with 20 or more years service.

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*Summary of 1693-64 railroad nonoperating employees' organizations industry-wide wage and rules movements on major carriers.*

Representatives of the Brotherhood of Railroad Signalmen and major carriers reached agreement on May 1, 1964, providing for a

wage increase of 6 cents per hour for all employees represented by the organization, and an additional increase of 4 cents per hour for signalmen, signal maintainers and other employees occupying generally recognized mechanics' or higher rated positions. Both increases were made retroactive to January 1, 1964.

The agreement followed the recommendations of Emergency Board No. 159, which issued its report to the President April 3, 1964.

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Representatives of the six shopcraft organizations affiliated with the Railway Employees' Department, AFL-CIO, and major carriers reached an industry-wide agreement September 25, 1964, on proposals initiated by the organizations October 15, 1962, for rules relating to job security and income protection for employees adversely affected by technological and organizational changes.

The agreement provides protective benefits, in line with principles of the Washington Job Protection Agreement of 1936, for employees displaced or reduced to lower rated positions. The agreement also includes rules relating to the subcontracting of work, the performance of craft work by supervisors, the performance of work of various crafts at outlying points and coupling of air hose.

This dispute was the subject of investigation by Emergency Board No. 160, which issued its report to the President August 7, 1964.

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Representatives of four nonoperating employees' organizations on November 20, 1964, and three shopcraft organizations on November 21, 1964, reached industry-wide agreements with representatives of major carriers on wage and rules movements initiated May 31, 1963.

The agreement provides for (1) a wage increase of 27 cents per hour over a 3-year period (9 cents effective January 1, 1964, 9 cents effective January 1, 1965, and 9 cents effective January 1, 1966), (2) 4 weeks' vacation for employees with 20 or more years service, (3) an eighth paid holiday, and (4) \$2,000 life insurance for retired workers.

The settlement was based on recommendations contained in the report to the President of Emergency Boards 161, 162 and 163, issued October 20, 1964.

One issue included in the proposals of five nonoperating employees' organizations relating to "stabilization of employment" and protective benefits for employees adversely affected in their employment by technological, organizational or other changes was deferred by agreement of the parties for further negotiations.

The wage increase settlement outlined above was rejected by three other shopcraft organizations representing machinists, electrical workers and sheetmetal workers. These organizations are demanding a higher wage increase, or "pay differential" for skilled workers. Negotiations between the parties reached an impasse and further mediation efforts to settle the dispute were unsuccessful. A strike set for December 15, 1964, by these organizations has been postponed, pending the outcome of litigation initiated by the carriers.

#### DEVELOPMENTS IN THE AIRLINE INDUSTRY

Aside from a 2-day strike on one trunk-line air carrier, settlements of disputes between representatives of employees' organizations and air carriers were accomplished without interruption to services. How-

ever, threatened strikes against major air carriers required action by the Board under section 10 of the act and two Emergency Boards were created by the President to investigate unsettled disputes involving wage and rules change proposals of the International Association of Machinists on seven trunk-line air carriers as follows:

Emergency Board No. 156, created October 9, 1963, involving United Air Lines, Inc. and the Association, issued its report and recommendations November 18, 1963, and in subsequent negotiations the parties reached agreement disposing of the dispute.

Emergency Board No. 158, created December 11, 1963, involved Braniff Airways, Inc., Continental Airlines, Inc., Eastern Air Lines, Inc., National Airlines, Inc., Northwest Airlines, Inc. and Trans World Airlines, Inc., and the Association. This Board reported to the President on January 20, 1964, that during its investigation the parties had concluded agreements disposing of the disputes.

Included in the section 6 notices of the Association on these seven airlines was a request that the carriers agree to concerted or joint handling of the disputes with a view to achieving uniformity in rates of pay and rules relating to vacations, holidays, severance pay, shift differentials and overtime pay.

The airlines declined to agree to conduct negotiations on a joint basis but in the separate settlements, a uniform rate of \$3.52, effective January 1, 1965, was adopted for the final step in the progression pay scale applicable to the mechanics' classification. The parties also agreed to a common expiration date of December 31, 1965, for all seven contracts.

#### FORM OF BALLOT

In the preceding Annual Report reference was made to litigation concerning the form of ballot used by the Board in conducting representation elections among employees covered by the Act.

On March 12, 1963, the United States Court of Appeals for the District of Columbia (330 F. 2d 853) affirmed the decision of the U.S. District Court for the District of Columbia (218 F. Supp. 114) in the following cases:

United Air Lines, Inc., Appellant *v.* National Mediation Board, et al., Appellees (No. 17,777).

National Mediation Board, et al., Appellants *v.* Association for the Benefit of Non-Contract Employees, Appellee (No. 18,068).

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, Appellant *v.* Association for the Benefit of Non-Contract Employees, Appellee (No. 18,072).

Procedural questions relating to the Board's handling of representation disputes among employees covered by the act are also involved in these cases.

The above cases are now pending for review by the Supreme Court of the United States.

## 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 284 “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 1964, the Board handled 107 “C” cases, of which 1 required a formal hearing.

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 formally docketed during fiscal 1964 was 306. This is 9 more cases than the number docketed in the previous year; a decrease of 5 representation and an increase of 10 mediation cases. Six applications for interpretations of mediation agreements were received during the fiscal year, an increase of four over the previous year. During the 30-year period of the Board's existence, 11,067 cases have been received and docketed.

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

## **2. DISPOSITION OF CASES**

Table 1 further indicates that a total of 311 cases were disposed of in fiscal 1964. Compared with 269 in the previous year, this is an increase of 42 cases. There was a decrease of 14 representation cases disposed of, 54 in 1964, 68 in 1963, but an increase of 53 mediation cases and an increase of 4 interpretation cases. The total of mediation cases disposed of in 1964 was 252, while the total for 1963 was 199. The total of interpretation dispositions was five for 1964, while the total was two in 1963. In the 30-year period, the Board has disposed of 10,786 cases.

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

Table 3 shows that 9,394 employees were involved in 54 representation disputes in fiscal 1964. These totals are comparable to fiscal 1963 when 8,460 employees were involved in 68 disputes. Railroad employees accounted for 1,945 of the total in 27 disputes, while airline employees numbered 7,449 in 27 disputes. This is the fourth consecutive year in which more airline employees were involved in representation disputes than were railroad employees.

Table 4 shows that of the total of 311 of all cases disposed of, railroad employees were involved in 230 while airline employees were involved in 81. Railroad train, engine, and yard service employees were parties to 136 cases: 5 representation, 127 mediation, and 4 interpretations of mediation agreements. Railroad clerical, office, station, and storehouse employees were involved in 20 cases: 2 representation, 18 mediation. Marine service employees were involved in 13 cases: 5 representation and 8 mediation.

In the airline industry, the same table indicates that mechanics were involved in 18 cases: 4 representation and 14 mediation. Clerical, office, stores, fleet and passenger service employees accounted for 12 cases: 4 representation, 8 mediation. Stewardesses were parties to 6

cases, 2 of which were representation, 4 were mediation. Pilots accounted for 20 mediation cases, 2 representation, for a total of 22.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of during fiscal 1964. Involved in the total of 54 representation cases disposed of were 61 crafts or classes covering 9,394 employees. There were 28 railroad crafts or classes numbering 1,945 employees, or 20 percent of all employees involved. Dining-car employees, train and pullman porters were involved in 2 cases, totaling 364 employees, amounting to 4 percent of the grand total. Yard service employees accounted for 8 percent of the employees in 4 cases.

In the airline industry 33 crafts or classes were involved in 27 cases covering 7,449 employees, amounting to 80 percent of the grand total. Pilots were involved in 2 cases with a like number of crafts or classes covering 1,564 employees, which constituted 17 percent of the grand total. Clerical, office, stores, fleet and passenger service employees were involved in 4 cases, covering 1,446 employees, accounting for 15 percent of the grand total. Flight engineers were involved in 3 cases, covering 1,288 employees, for 14 percent of the grand total.

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

As seen from table 1, mediation cases docketed during fiscal 1964 totaled 246, an increase of 10 cases when compared to the total of 236 docketed in the previous year. The total of cases docketed when added to 271 cases on hand at the beginning of the year, makes a total of 517 cases considered by the Board during fiscal 1964. The Board disposed of 252 mediation cases, leaving 265 pending and unsettled at the end of the year.

Table 2 summarizes mediation cases disposed of during fiscal 1964, subdivided into method of disposition, class of carrier, and issues involved. Of the total of 252 cases, 198 were railroad disputes, while 54 were airline. Mediation agreements were obtained in 131 cases: 108 railroad and 23 airline. Two agreements to arbitrate were reached, one in the railroad industry and one in the airline industry. Cases withdrawn after mediation totaled 28: 26 railroad and 2 airline. Thirty-five cases were withdrawn before mediation: 23 railroad, 12 airline. Carriers refused to arbitrate unresolved issues in 8 cases, all in the railroad industry; the employees refused to arbitrate in 16 cases: 13 railroad and 3 airline; and both the carrier and the employees refused to arbitrate in 4 disputes: 3 railroad and 1 airline. The Board dismissed 28 cases: 16 railroad and 12 airline.

Of the total of 198 railroad cases, Class I carriers were involved in 128 disputes; Class II in 15; switching and terminal companies in 43; electric railroads in 2; and miscellaneous rail carriers in 10.

Rates of pay was the main issue in 52 railroad cases, whereas in the airline industry it was the main issue in 4 of the total of 54 cases. Rules were the main issues in 146 railroad cases, compared to 50 in the airline industry.

#### **5. ELECTION AND CERTIFICATION OF REPRESENTATIVES**

Table 3 shows that 7,408 of the total of 9,394 employees actively participated in the outcome of the 54 representation cases. Certifications based on an election were issued in 33 cases: 15 railroad and 23 airline. Of the 27 railroad cases, 28 crafts or classes were involved



among 1,945 employees, of which 1,380 actively participated in the selection of a representative. In the 27 airline cases, among 33 crafts or classes, 7,449 employees were involved, of which 6,028 exercised their right to cast a secret ballot.

Certification based on the verification of authorizations was issued in 3 cases involving 101 employees, all in the railroad industry.

Cases withdrawn after investigation totaled 5, all in the railroad industry, involving 378 employees.

One railroad case was withdrawn before investigation which involved 44 employees.

The Board dismissed seven cases: three railroad and four airline. The railroad cases involved 74 employees, whereas the airline cases involved 992.

Table 6 shows 60 railroad employees in 2 crafts or classes acquired representation for the first time. In the airline industry 243 employees in 11 crafts or classes secured representation for the first time by means of an election.

A new representative was selected by 500 railroad employees in 7 crafts or classes. Of this total, 17 employees in 1 craft or class selected a local union for their representative, whereas 788 employees in 6 crafts or classes retained a national organization for their collective bargaining agent. In the airline industry, 3,656 in 12 crafts or classes selected a new representative, all national organizations. Of this total, 1,555 employees in 2 instances selected a local union as representative.

In the railroad industry, 788 employees in 6 crafts or classes retained their present collective bargaining representative following a challenge by another union. In the air transport industry, 2,588 employees in 5 crafts or classes retained their existing representatiton 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, 654 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 9 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 reappraisal 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 be-

tween the parties to cover preliminary data which should have been explored prior to invoking the services of the Board. In other instances prior to invoking the services of the Board, the parties have only met in brief session without a real effort to resolve the dispute or consideration of alternative approaches to the issues in dispute. Under such circumstances the parties do not have a thorough knowledge of the issues in controversy or the views of the other party. Here again the mediation handling of the case must be postponed while the parties spend time preparing basic data which should have been explored prior to invoking the services of the Board. Frequent recesses of this nature do not permit a prompt disposition of the dispute as anticipated by the act.

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

In elections where it is not possible to tabulate the ballots immediately, the ballots are mailed to a designated U.S. post office for safe-keeping. At a prearranged time the mediator secures the ballots from the postmaster and makes the tabulation. The parties, if they so desire, may have an observer at these proceedings.

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, 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 in 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 include 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 awards rendered during the fiscal year 1964 on disputes submitted to arbitration.

ARB. 173 (Reconvened Board).—*Georgia Railroad and Brotherhood of Locomotive Engineers, Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen.* (Case No. A-4092)

On July 15, 1963, the National Mediation Board was petitioned by the above organizations to reconvene Arbitration Board No. 173, to hear and decide a pending dispute, claimed to have arisen out of an award and decision of such Board.

The organizations described the dispute in the form of the following questions, which they sought to have answered by the reconvened Board:

- (1) What is meant by the term "standard yard rates of pay?"
- (2) Are employees assigned to the Lithonia switcher on or after May 7, 1962, entitled to the standard yard rates of pay?

The original decision involved in the request for interpretation was rendered March 7, 1953, by an Arbitration Board established pursuant to an agreement between the parties during mediation proceedings, to submit an unsettled item in a dispute "to a neutral referee for a decision based on the merits." Mr. A. Langley Coffey, appointed by the National Mediation Board, served as neutral referee.

The unsettled item in dispute submitted to Arbitration Board 173 for decision, involved a request of the organizations that carrier allow yard rates of pay to road employees who perform the same character of service as that performed by yard engine and train service employees who were assigned within established switching limits.

The award of March 7, 1953, granted standard yard rates of pay to certain specified crews and ruled that crews on certain other switch locals were being properly paid when compensated at local freight rates of pay.

The carrier opposed the petition of the organizations for interpretation of the award on the grounds that the original proceeding was not an arbitration under sections 7, 8, and 9 of the Railway Labor Act and further that the questions posed by the organizations had no relation to the original subject in dispute and that time claims were pending before the National Railroad Adjustment Board.

The National Mediation Board ruled that the Arbitration Board would be reconvened to consider the issues presented by the parties, in connection with the petition of the organizations for an interpretation.

The reconvened Board, with A. Langley Coffey serving as neutral referee, held hearings in Atlanta, Ga., on December 11, 1963, and rendered its decision on December 18, 1963.

In his decision, the referee observed that the record clearly indicated that the original Board of Arbitration in this instance was established by a special agreement between the parties, not governed by the provisions of the Railway Labor Act, and that the agreement did not contain any provision authorizing the Board to interpret and apply its award. The referee also noted that the award had been in effect and suitably applied for a period of 10 years or more.

The referee concluded that he was without jurisdiction or authority to interpret and apply the original decision and award, over the protest of either party.

ARB. 269 (Case No. A-6237).—*New York Central Railroad-Western District and Brotherhood of Railroad Trainmen*

Members of the Arbitration Board were C. L. Stalder, representing the carrier; R. E. Swert, representing the organization; and Hubert Wyckoff, neutral member, selected by the parties and appointed by the National Mediation Board. Mr. Wyckoff was selected as Chairman of the Board.

Hearing was held in Cleveland, Ohio, May 15, 1963. The award was rendered January 8, 1964.

The issue to be arbitrated was based upon a request dated July 28, 1958, by the Ashtabula yardmen to deliver all cars in interchange from the New York Central Railroad to the Pennsylvania Railroad.

The interchange movements in question operate a total distance of less than 1 mile between PRR's yard and NYC's "West Yard." The employees are not a party to the agreement between the carriers which provided for a "reciprocal" interchange arrangement. Each carrier, alternating yearly, performed all interchange movements, both deliveries and pulls, between NYC and PRR.

In its review of the present arrangement the Arbitration Board found that over a 4-year period examined (1958-1961), the NYC crews handled substantially less than the total number of cars delivered from NYC to PRR; and PRR crews handled substantially more than the total number of cars delivered from PRR to NYC; whereas, if each had handled its own deliveries, as requested in the proposal before the Board, NYC crews would have handled more than twice as many cars as PRR crews.

The Board proposed to maintain the present reciprocal method of handling interchanges so as to avoid light movements in either direction but to make the method of handling truly reciprocal by curing the

inequities as far as the employees whose volume of interchange business preponderates is concerned.

In order to accomplish the above, the Board in its award denied the request of the NYC Ashtabula yardmen, provided that the present reciprocal arrangement was changed effective January 1, 1964, to a quarterly basis for alternating between the carriers in place of the annual basis; that the "equity" of the employees of each of the two carriers be determined by the ratio of cars delivered to total cars interchanged; that a method of adjusting any inequities be worked out so as to eliminate any deficiency as soon as possible after the first of each year.

It was further provided in the award that it should become effective no later than June 30, 1964, otherwise the request of the NYC Ashtabula yardmen dated July 28, 1958, would be allowed effective July 1, 1964.

ARB. 279—*Southern Pacific Co. (Texas and Louisiana Lines) and The Order of Railroad Telegraphers*

Members of the Arbitration Board were W. King Hall, representing the carrier; D. A. Bobo, representing the organization; and Byron R. Abernethy, neutral member, selected by the parties and appointed by the National Mediation Board. Mr. Abernethy was elected Chairman of the Board.

The specific question submitted to arbitration was phrased as follows:

"Was L. M. Wacasey 'adversely affected' due to the abandonment of the agency at Palestine, Texas, as that term is used in the Chicago, Burlington and Quincy Railroad Co. abandonment, 257 I.C.C. 700?"

On August 9, 1962, the Interstate Commerce Commission in Finance Docket 21985, approved the abandonment by the Southern Pacific Co. of a portion of its railroad, imposing as a condition of its approval, the so-called "Burlington Conditions."

At the close of business, October 31, 1962, the carrier abandoned that portion of its line as authorized by the I.C.C. and at the same time abolished the position of Agent-Telegrapher at Palestine, Tex.

The regularly assigned Agent-Telegrapher at Palestine, Tex., on October 31, 1962, and prior thereto, was a Mr. J. H. Hammett. He, however, had been on sick leave since November 1, 1961, during which time Mr. L. M. Wacasey, an extra employee, was assigned to the position. Mr. Hammett remained on sick leave subsequent to October 31, 1962, and retired January 1, 1963. In the meantime, Mr. Wacasey was marked available for extra work following October 31, 1962.

After a period of illness, he was given a regular assignment as Agent-Telegrapher at Colmesneil, Tex., 122 miles distant from his home and former place of employment at Palestine, Tex. His earnings on this position during 1963 were below the monthly compensation he received when he filled the position relieving Mr. Hammett at Palestine.

The issue submitted for decision was whether or not Mr. Wacasey, as an "extra employee" at the time of abandonment, was "adversely affected" as that term is used in the Burlington Conditions and entitled to the employee protective benefits of section 1 thereof, providing for payment of a monthly "displacement allowance" to any employee displaced, who is placed in a worse position with respect to his com-

pensation and rules governing his working conditions as a result of the abandonment.

The Board found that Mr. Wacasey was "adversely affected" due to the abandonment of the agency at Palestine, Tex., as that term is used in the Burlington Conditions.

The above award was rendered October 2, 1963. Subsequently, a dispute arose as to the application of section 6 of the Burlington Conditions to Mr. Wacasey. The carrier filed a request for interpretation of the October 2, 1963, award as it applied to section 6 which provides for relocation expenses and indemnification against real estate losses for any employee required to change the point of his employment within the protective period as a result of the abandonment, and therefore is required to move his place of residence.

After negotiations the parties agreed to submit the issue raised by the carriers request to the Arbitration Board as a new issue, and not as a request for interpretation of its earlier award.

The Board, in its award rendered January 9, 1964, on this new issue, found that under the circumstances in this particular case, that Mr. Wacasey was entitled to the protective benefits of section 6, as well as those of section 1 of the "Burlington Conditions".

ARB. 280 (Case No. A-6453).—*Oklahoma City-Ada-Atoka Railway Co. and Order of Railway Conductors & Brakemen.*

The Board of Arbitration was established by agreement between the parties dated May 1, 1963. W. A. Carpenter, represented the carrier; O. R. Lundborg, represented the organization; Arthur W. Sempliner, Grosse Pointe Farms, Mich., was selected by the parties and appointed by the National Mediation Board as third and neutral member of the Board.

The question for decision was whether the position of Footboard Yardmaster at Ada, Okla., created by an agreement dated October 22, 1954, should be continued.

The Board, in its decision dated December 18, 1963, eliminated the position. In its findings it stated:

The parties have negotiated the proposed abolition of the Footboard Yardmaster position to no avail. Both parties have negotiated in good faith. It is not necessary to consider the question of financial ability. If the work was there, its performance would be a necessity whether economic or not. Here the average of all cars handled in the past nine months was less than sixteen cars per day. The time required was less than three hours per day including waiting time. The service has been reduced to tri-weekly, and the position works but three days, at times putting in two duty periods in one day, thus filling out the six day week.

This is the abolishment of a position in which the work content has diminished to less than reasonable levels. The work that remains will be performed by the same craft under the terms of the current contract. There has been argument, but no showing that the work has been shifted to evade the agreement. It is doubtful this has been the case. It appears the carrier has acted in good faith, the change being necessary because of shipper reduction in volume.

ARB. 281—(Case No. A-6959).—*The Reading Co. and Brotherhood of Maintenance of Way Employees*

Members of the Arbitration Board were Vance W. Bigelow, representing the carrier; Carl Bello, representing the organization; Mr. Edward Lynch, neutral member, selected by the parties and appointed by the National Mediation Board was elected Chairman of the Board.

The Board met September 17, 1963, and rendered its award October 1, 1963.



The issue presented to the Board raised the question as to the proper rate to be paid employees assigned to inspect and maintain Trasko Inert Retarders installed at the Rutherford Yard (East) of the carrier.

The organization contended that the requirements of the position established a new classification requiring skills beyond those normally expected of trackmen, and that a proper rate commensurate with these requirements, and the responsibilities attaching thereto would be \$2.57 per hour.

The carrier took the position that the requirements of the position were no greater than those normally performed by trackmen and the rate paid trackmen was the proper rate.

The Board found that an intermediate rate of \$2.47 per hour was justified.

ARB. 283 (Case No. A-5987).—*The Texas Mexican Railway Co. and Brotherhood of Maintenance of Way Employees*

Members of the arbitration board consisted of W. King Hall, representing the carrier; M. Burrough, representing the organization; and Byron R. Abernethy, neutral member, selected by the parties and appointed by the National Mediation Board. Mr. Abernethy was elected Chairman of the Board.

The dispute involved a question as to rates of pay for operators of the following type machines:

- Jackson Maintainer Power Tampers
- Power Track Liners
- Power Ballast Regulators
- Power Tamping Jacks

The question was presented to the Board in the agreement to arbitrate in the following terms:

"The question to be submitted to the Board for decision shall be limited to the single question as to whether the rates established by the carrier should be continued or whether the rates suggested by the General Chairman should be adopted or whether intermediate rates are justified; and in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it. For the purpose of deciding said question, the Board may consider and determine whether there has been a change in work methods subsequent to December 1, 1959."

The Board after review of the evidence and observing the machines in operation made its award January 9, 1964, as follows:

"The rate of pay established by the Carrier for operators of the Jackson Maintainer Power Tampers shall be adopted.

"The rates of pay suggested by the General Chairman for operators of Power Track Liners, Power Ballast Regulators and Power Tamping Jacks shall be adopted."

The carrier member dissented from the award.

ARB. 285 (Case No. A-6957).—*National Airlines, Inc. and Air Line Employees Association International*.

Following failure to settle a dispute over rates of pay, rules and working conditions in direct negotiations and subsequent mediation, employees of National Airlines represented by the Air Line Employees Association, engaged in a 2-day strike, February 15 and 16, 1964.

During further mediation conferences, a settlement stipulation was executed on February 16, 1964, under which the parties agreed to submit their wage dispute to arbitration under the Railway Labor Act.

Members of the arbitration board were E. E. Clement, representing the carrier; Victor J. Herbert, representing the Association; and Lewis M. Gill, neutral member and Chairman, appointed by the National Mediation Board.

The unsettled items in the dispute, which the parties agreed to submit to arbitration were described in the stipulation as follows:

"(1) What increase or increases shall be granted to the employees covered by the agreement for the period May 1, 1963, through April 30, 1966, inclusive?

"(2) What increase in the payment of shift differentials for the afternoon, evening and rotating shifts, if any, shall be granted for the duration of the above-said agreements?"

The unanimous award of the Board, rendered March 27, 1964, was as follows:

"1. As of the beginning of the first payroll period following May 1, 1963, there shall be an increase of fourteen dollars (\$14.00) per month in all rates of each classification set forth in Schedule "A" of the Agreement, but applicable only to employees having an employment relationship with the Company as of the date of this Award. Retroactive pay during the period from the beginning of the first pay period after May 1, 1963, to the beginning of the first pay period after April 1, 1964, shall be fourteen dollars (\$14.00) per month, or a pro-rata share thereof, based on the share of straight-time hours worked, for months in which less than full time was worked.

"2. As of the beginning of the first payroll period following the dates specified below, the following additional monthly increases shall be put into effect:

	<i>Group I</i>	<i>Group II</i>
April 1, 1964.....	\$11.00	\$10.00
February 1, 1965.....	10.00	8.00
November 1, 1965.....	10.00	8.00

"3. As of the last effective date listed above (November, 1965) there shall be additional increases in rate scales of whatever amounts, if any, are needed to bring the rates up to the final rate proposed for each increment of each classification in the Company's published offer of February 3, 1964.

"4. As of the effective date of the February, 1965 increases, there shall be an additional increase of five dollars (\$5.00) per month for all Senior Agent-Sales and Senior Station Agents.

"5. As of the effective date of the November, 1965 increases, a new rate of four hundred and fifty dollars (\$450.00) for Ramp Agents with five (5) or more years of service shall be established.

"6. The rates resulting from the above increases, by classifications and length of service, are as shown in Schedule "A" of the Agreement, as revised by this Award . . ."

"7. Effective beginning with the first pay period after April 1, 1964, shift differentials shall be increased to ten cents (10¢) per hour for the afternoon shift and fifteen cents (15¢) per hour for the night shift, and it shall be further provided that employees working relief assignments and required to work both afternoon and night shifts in the same work-week shall be paid fifteen cents (15¢) per hour for all hours worked on either the afternoon or night shifts in such work week. (This is in accordance with the Company's published offer of February 3, 1964.)

## 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, 1964.

**EMERGENCY BOARD No. 155 (Cases Nos. A-6794, 6795, 6796, 6797).—Pullman Co., Chicago, Rock Island & Pacific Railroad Co., New York Central System, Soo Line Railroad Co., and Brotherhood of Sleeping Car Porters**

The Emergency Board created by Executive Order 11115, issued July 4, 1963, by the President, consisted of Jacob Seidenberg, Falls Church, Va., Chairman; J. Keith Mann, Stanford, Calif., and Frank D. Reeves, Washington, D.C., members.

On November 2, 1963, the Board submitted its report and recommendations to the President after three extensions of time within which to file its report were agreed to by the parties and authorized by the President.

This dispute arose out of notices served by the organization for an increase of 25 cents per hour in rates of pay, 6 months' advance notice prior to a reduction in force, reduction in the number of hours worked per month from 205 to 173 with time and one-half for hours worked in excess of 173, and a job security program whereby there would be no future layoffs, force reductions, or abolishment of positions due to mergers, consolidations, or transfer of service involving the Pullman Company and any other carriers, or as a result of technological change, except by natural attrition.

The Board in its report made the following recommendation on the issue of hours of service:

1. A basic work month ultimately to comprehend 180 hours, with maintenance of take home pay, to be accomplished in accordance with the following schedule:
  - a. An initial reduction in hours from 205 to 195, operative not later than 1 month after the effective date of the new agreement;
  - b. A second reduction from 195 to 190 hours, effective 1 year from the date of the reduction to 195 hours;
  - c. A third reduction from 190 to 185 hours, effective 1 year from the date of the reduction to 190 hours;
  - d. A final reduction from 185 to 180 hours, effective 6 months from the date of the reduction to 185 hours; and
2. A wage increase of 5.14 cents per hour over the present rates computed on the basis of and effective concurrently with the reduction to a 195-hour month.

The Board also recommended a retroactive lump sum wage payment, computed on the basis of the 205-hour month, as follows: 2 cents from February 1, 1962, and an additional 3.14 cents from May 1, 1962, to the date of the reduction of hours to a 195-hour month.

In regard to overtime compensation, the Board recommended that an agreement should be negotiated which would provide that the existing 35 hour margin of pro rata overtime should be reduced to the first 10 hours above the basic month, and that a rate of time and one-half would be paid for hours in excess thereof; with the proviso that the parties also negotiate corollary revision of existing rules directed toward minimizing the amount of overtime which may be accrued under present provisions for operation of the porters' extra board.

Advance notice of 5 working days prior to the abolishment of positions of regularly assigned employees was recommended by the Board rather than the 6 months requested by the organization.

The job security requests of the organization, that is, limitation on the abolishment of jobs and income protection for loss of jobs, was not recommended by the Board in the light of the financial position of the Pullman Company and the economic state of sleeping car service operated by the other carriers. It was recommended, however, that

Pullman porters displaced because of transfers of service be given preferential consideration in hiring by other carriers operating sleeping car service when transfers of service from the Pullman Company to such carriers is made, to the extent consistent with existing labor contracts and applicable laws.

In negotiations, following issuance of the Emergency Board's Report, the parties reached agreements disposing of the disputes.

**EMERGENCY BOARD No. 156 (Case No. A-6905).—United Air Lines, Inc. and the International Association of Machinists, AFL-CIO**

The Emergency Board created by Executive Order 11121 issued October 9, 1963, by the President, consisted of Paul D. Hanlon, Portland, Oreg., Chairman; Eli Rock, Philadelphia, Pa., and Laurence E. Seibel, Washington, D.C., members.

The report and recommendations of the Board were submitted to the President November 18, 1963, after extension of time within which to make its report was agreed to by the parties and approved by the President.

This dispute began when section 6 notices proposing numerous changes in the current agreement were served on the carrier May 1, 1962, by the organization. Direct negotiations between the parties did not result in agreement. Finally, with the assistance of the National Mediation Board, on August 3, 1963, a mediation agreement was reached. Subsequent ratification of that agreement, as required by the constitution of the organization, was rejected by the members of the organization. Thereafter a strike date was set for midnight, October 9, 1963.

Hearings were held by the Board at various dates between October 21, 1963, and November 6, 1963, at Chicago and Washington, D.C.

The Board in its report concluded as follows:

We conclude that the underlying cause of this dispute has not been a basic economic conflict or rules dispute between the parties but rather that the present impasse is primarily related to the various factors of past stress and conflict which have been described. We are firmly of the opinion that in the turbulence of the time, and in the circumstances under which the mediation agreement was presented, the membership did not afford that settlement the objective consideration to which it was entitled.

We have carefully reviewed all of the present proposals of the parties and have examined and evaluated the mediation agreement. We have recommended an extension of the contract period so that a two-year period of stability will be afforded during which the parties can work to reestablish the excellent relationship which formerly existed on this property; and we have provided further gains to the employees as part of that extension as well as recommending certain changes in the original agreement which had become important sources of controversy. In all other respects we have recommended the acceptance of the original mediation agreement.

The public interest in uninterrupted air transportation demands a return to responsible collective bargaining. We urge the parties to arrive at a settlement of their differences on the basis of the recommendations here contained.

The specific recommendations made by the Board for the disposition of the issues between the parties were as follows:

1. That in the light of the additional delay in arriving at a contract settlement, the term of the new contract between the parties be until December 31, 1965.

2. That the parties agree upon a wage settlement, to be as follows :

	Effective— June 1, 1962	Effective— June 1, 1963	Effective— June 1, 1964	For the additional 7-month contract period, effective— June 1, 1965
Group I.....	12 cents.....	8 cents.....	10 cents.....	6 cents.
Group II.....	9 cents.....	8 cents.....	8 cents.....	5 cents.

3. That the parties agree to increase the premium for the afternoon shift by 2 cents per hour and the premium for the day-afternoon relief shift by 3 cents per hour, in addition to the already agreed-upon increase for the remaining shifts, the additional increase to have the same effective date as those already agreed upon.

4. That the parties agree upon a provision for the posting of overtime balances in those stations where the balances are not now being posted, the method of posting to be consistent with the method already being followed in the locations where the balances are now being posted.

5. That the parties agree that all remaining issues in dispute between them be resolved on the basis of the August 3, 1963 mediation agreement.

**EMERGENCY BOARD No. 157 (Case No. A-6627, Sub. No. 1).—*Florida East Coast Railway and 11 Cooperating Railway Labor Organizations***

This dispute involved the Florida East Coast Railway and 11 Cooperating Railway Labor Organizations. The labor organizations included :

International Association of Machinists  
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,  
Forgers & Helpers  
Sheet Metal Workers' International Association  
International Brotherhood of Electrical Workers  
Brotherhood of Railway Carmen of America  
International Brotherhood of Firemen & Oilers  
Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express &  
Station Employees  
Brotherhood of Maintenance of Way Employes  
The Order of Railroad Telegraphers  
Brotherhood of Railroad Signalmen  
Hotel & Restaurant Employees & Bartenders' International Union

This dispute began September 1, 1961, when the 11 organizations served identical section 6 notices on substantially all Class I railroads in the country requesting a wage increase of 25 cents per hour and 6 months' notice prior to abolishing jobs or laying off employees. These notices were countered by proposals of the carriers providing for a 20 percent wage reduction and 24 hours' notice for job abolishment or layoff. The dispute was not settled in direct negotiations or mediation, whereupon an Emergency Board (No. 145) was created to investigate and submit recommendations to the President. On May 3, 1962, Emergency Board No. 145 made its report, and in the following June all Class I carriers, except the Florida East Court Railway and two others, signed agreements disposing of this wage dispute. The two other carriers were not served the original section 6 notices as one was in the process of going out of business, the other being merged with another carrier. Thus the Florida East Coast Railway was the only Class I carrier which had not disposed of the dispute on the basis of the national agreement.

In this wage dispute the Florida East Coast Railway had received and served counterproposals as had other carriers. They had participated in previous movements of this type on a national basis. On

February 9, 1962, however, the carrier notified the organizations it would not participate further in national handling or be bound by the settlements arising therefrom.

In August 1962, subsequent to settlement of the dispute on other carriers, the National Mediation Board endeavored to assist the Florida East Coast Railway and the organizations to dispose of their dispute through mediation. These efforts were fruitless and the Board closed its filed on October 22, 1962, when both parties refused to submit the issues involved to arbitration.

Later, the National Mediation Board made a last-minute mediation effort to resolve the dispute, again without success. The employees represented by organizations then withdrew from the services of the carrier January 23, 1963.

Concurrently, during the period between November 1962, and January 1963, the carrier attempted to have the National Mediation Board certify to the President that an emergency as contemplated by section 10 of the Railway Labor Act existed on the Florida East Coast Railway. The Board refused and in a public announcement stated:

"... the issues in this dispute are the same as were fully and adequately heard by Presidential Emergency Board No. 145 . . . The Railway Labor Act never contemplated that Presidential Emergency Boards would be created to consider identical issues arising on separate railroads. To proceed in that manner would weaken or destroy the effectiveness of the Act. The Board feels that this dispute could and should be resolved by a small amount of bona fide collective bargaining."

Throughout the spring and summer of 1963, unsuccessful efforts were made at various governmental levels to resolve the dispute. In the meantime, limited operation of freight service was being carried on by the carrier. Failure to provide full transportation service brought complaints from various sources.

On September 24, 1963, the President requested an investigation to determine the effect of the strike on the Nation's defense and space programs. A Board of Inquiry created for this purpose consisted of representatives from the Departments of Defense and Labor, and the National Aeronautics and Space Administration. Members of the Board were James J. Reynolds, Assistant Secretary of Labor, Chairman; Stephen N. Shulman, Deputy Assistant Secretary of Defense, and Walter L. Lingle, Jr., Deputy Associate Administrator, National Aeronautics and Space Administration. After hearings, the Board of Inquiry submitted a report on October 10, 1963, in which it concluded that:

"... this labor dispute is currently and potentially detrimental to our Nation's defense and space effort."

On October 14, 1963, the President acknowledged the report and urged the parties to resume negotiations under the auspices of the National Mediation Board. The Board followed the instructions of the President, but again without bringing the dispute to a successful conclusion. The National Mediation Board then certified the dispute to the President pursuant to section 10 of the Railway Labor Act. On November 9, 1963, the President signed Executive Order 11127 creating Emergency Board No. 157.

Harry H. Platt, Detroit, Mich., was appointed and named Chairman of the Board; Derek Bok, Cambridge, Mass., and Paul N. Guthrie, Chapel Hill, N.C., were appointed members. The Board, after hear-

ings at Jacksonville, Fla., commencing on November 20, 1963, submitted their report and recommendations to the President on December 23, 1963. Extensions of time within which to submit the report were agreed to by the parties and authorized by the President.

The Board in its report commented on the following issues:

(1) *Reinstatement of Striking Employees*

On the legal question, as to whether or not the carrier was obligated by section 10 of the Railway Labor Act to reinstate the striking employees, the Board considered it inappropriate to express an opinion, noting that the Department of Justice had brought action against the carrier and that the district judge had declined to order reinstatement of the workers. (U.S.D.C.—Jacksonville Division; Middle District of Florida—Civil No. 63-269 Civ. J.)

The Board did recommend, however:

“with due regard for the public interest in a sound and viable settlement, and bearing in mind the long service of the striking employees,—that the Carrier replace the present occupants of the jobs covered by agreements between the Carrier and the organizations with striking employees to the extent necessary to permit these jobs to be filled on the basis of seniority.”

The Board concluded, however, that the number of jobs required to operate the railroad should be left to negotiations between the parties.

(2) *Wage Increase*

The Board recommended that the carrier agree to pay the 10.28 cents wage increase in conformance with the 1962 national agreement but without retroactive application. In its report the Board made the following observation:

“While the Florida East Coast did not participate in the national handling of the wage and rules movement of 1961 for nonoperating employees, it is still a part of the national railway system, and it is legitimate to consider wage adjustments in the whole system in determining the amount of wage increases which should be made on the Florida East Coast. The fact that a series of increases for these classes of employees has been agreed to by the labor organizations and every other Class I Railroad in the United States is a compelling reason for concluding that the same increase of 10.28 cents per hour should be granted by the Carrier here involved. In these circumstances, this Board is reluctant to recommend a departure from the 10.28 cents per hour increase in the absence of persuasive reasons for doing so. For to do so might invite chaos and instability in employer-employee relations in the railroad industry.”

(3) *Advance Notice*

Finally the Board recommended that the parties agree to a 5-day notice prior to abolishing jobs or effecting a reduction in force on the terms set forth in the national settlement of June 1962.

The recommendations of this Emergency Board were not accepted by the carrier, and the strike which began January 23, 1963, was still in effect at the close of the fiscal year.

EMERGENCY BOARD NO. 158 (Cases Nos. A-6898, 6899, 6900, 6901, 6903, 6904).—*Brainiff Airways, Inc.; Continental Airlines, Inc.; Northwestern Airlines, Inc.; Eastern Air Lines, Inc.; National Air Lines, Inc.; and Trans World Airlines and the International Association of Machinists, AFL-CIO*

The Emergency Board created by Executive Order No. 11131, issued by the President December 11, 1963, consisted of Ronald W. Haughton, Detroit, Mich., Chairman; Lewis M. Gill, Philadelphia, Pa., and John W. McConnell, Durham, N.H., members.



On January 20, 1964, the Board advised the President that the disputes referred to it for investigation, involving requests for revision of collective bargaining contracts, had been settled, and in its communication it made the following comment:

"In the circumstances, it will not be necessary for the Board to make a formal report of its findings to you. However, the Board would be remiss if it did not apprise you of the will to accomplish a settlement by free collective bargaining which was shown by all of the representatives of the Carriers and the Union who appeared before it.

"It was a signal victory for the force of voluntarism when the final settlement was accomplished in mediation sessions before the Board on January 3, 1964. Since that time, the International Association of Machinists' membership for the majority of the six carriers has ratified the settlements as freely agreed upon by the parties. The two settlements affecting Northwest Airlines and Trans World Airlines are in the process of ratification."

**EMERGENCY BOARD NO. 159 (Case No. 6967).—*Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Railroad Signalmen***

The Emergency Board created by Executive Order No. 11135, issued by the President on January 3, 1964, consisted of James C. Hill, Pelham, N.Y., Chairman; Michael B. Deane, Washington, D.C., and Joseph Shister, Buffalo, N.Y., members.

The dispute which involved the Brotherhood of Railroad Signalmen and approximately 107 line-haul railroads and terminals and switching companies represented by the Eastern, Western and Southeastern Carriers' Conference Committees, was based upon notices served under section 6 of the Railway Labor Act by the organization requesting an increase of 25 percent in the rates of all employees they represented, to be effective May 1, 1963. In addition, counterproposals served by the carriers February 22, 1963, which were designed to revise rules, regulations, interpretations, and working conditions pertaining to the assignment of work and method of operation, together with a proposal to establish a compulsory retirement rule, were involved in this dispute.

After direct negotiations and the mediation efforts of the National Mediation Board were exhausted without resolving the dispute, the organization advised the Board it would take "further action"; whereupon the dispute was certified under section 10 to the President and the Executive Order creating the Emergency Board was issued.

The Board convened in Washington, D.C., January 16, 1964, and held extensive hearings through March 13, 1964. The parties stipulated and the President concurred in an extension of time until April 3, 1964, within which the Board was required to file its recommendations. The report was issued April 3, 1964.

The Board carefully reviewed the issue of a general wage increase for signal employees alone, as opposed to a wage increase for all nonoperating crafts and classes, the effect of the changes in consumer price index, labor productivity on the railroads, as well as other contentions of the parties in support of their positions.

The Board then recommended an increase of 6 cents per hour for all employees represented by the organization. In addition, the Board found that the signalmen suffered from a serious wage inequity on the basis of which the Board further recommended that all signalmen, signal maintainers and all other equal or higher rated employees represented by the Brotherhood of Railroad Signalmen receive an addi-

tional increase of 4 cents per hour over and above the basic 6 cents per hour increase, both to be effective January 1, 1964.

The carrier during the proceedings of the Board explained the nature and purpose of the proposals pertaining to work rules and compulsory retirement. After consideration of the status of these and similar proposals made by the carriers to other nonoperating organizations, the Board formally recommended to the carriers that they withdraw these proposals from consideration by this Board. This was done with the understanding and stipulation by the Brotherhood "that such withdrawal is without prejudice and that the carriers are making the withdrawal without in any way receding from their position that they are entitled to all of the relief proposed in the section 6 notices."

In subsequent negotiations, the parties concluded a national agreement based on the recommendations of this Emergency Board:

## **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 30-year period of 1935-64. During the last fiscal year one new additional agreement in the railroad industry and one in the airline industry were filed with the Board. A total of 5,228 agreements are on file in the Board's office; of these, 287 are with air carriers.

In addition to the agreements indicated above, the Board received 783 revisions and supplements to the agreements previously filed with the Board.

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

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

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

Order No. 1 was issued August 14, 1934, by the Board requiring that notices regarding the Railway Labor Act shall be posted and maintained continuously in a readable condition on all the usual and cus-

tomary 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 1964, the Board was called upon to interpret the terms of six mediation agreements, which added to the two requests on hand at the beginning of the fiscal year made a total of eight under consideration. At the conclusion of the fiscal year five requests had been disposed of while two were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 102 cases under the provisions of section 5, second, of the Railway Labor Act, as compared to a total of 3,954 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 on 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 30 years the Adjustment Board has been in existence, it has received a total of 61,916 cases, and has disposed of 55,356. At the close of the fiscal year 1964, the Board had on hand, 6,560 unadjusted cases, which was a decrease of 250 over those on hand at the close of the previous year. Reference to table 9 in this report shows that a total of 1,389 cases were disposed of during the fiscal year 1964 by decision, and that 646 were withdrawn. New cases received during fiscal year 1964 numbered 1,731 compared with 1,901 in fiscal 1963.

### 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 36 new special boards of adjustment. Approximately 2,401 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.

A list of all persons appointed by the National Mediation Board during the fiscal year to serve as arbitrators on special boards of adjustment is shown in appendix B. Included also in appendix B is a list of arbitrators appointed to special boards of adjustment created under section III of Arbitration Award No. 282 to resolve disputes relating to the Crew Consist Issue (other than engine service).

#### 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 July 1 of each year. An amendment to the act approved August 31, 1964 (78 Stat. 748), provides: "upon the expiration of his term of office, a member shall continue to serve until his successor is appointed and shall have qualified." The act 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  
James M. Holaren  
Matthew E. Kearney  
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 July 1, 1965.
John Thad Scott, Jr.....	Mar. 5, 1948	Resigned July 31, 1953.
Leverett Edwards.....	Apr. 21, 1950	Term expires July 1, 1967.
Robert O. Boyd.....	Dec. 28, 1953	Resigned Oct. 14, 1962.
Howard G. Gamser.....	Mar. 11, 1963	Term expires July 1, 1966.

## 2. FINANCIAL STATEMENT

For the fiscal year 1964 the Congress appropriated \$1,950,000 for administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediation, \$628,965; voluntary arbitration and Emergency Boards, \$451,717; adjustment of railroad grievances, \$830,483.

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:

Personal services.....	\$1, 448, 678
Personal benefits.....	74, 210
Travel and transportation of persons.....	218, 011
Rent, communications, and utilities.....	44, 953
Printing.....	73, 694
Other services.....	34, 096
Supplies and materials.....	11, 147
Equipment.....	6, 976
Total.....	1, 911, 165
Unobligated balance.....	38, 835
Amount available.....	1, 950, 000

# APPENDIX A

## NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

ZINK, J. B., *Chairman*

CONWAY, C. A., *Vice Chairman*

BAGWELL, C. E.	KOHLER, H. C.
BARNES, C. R.	LEVIN, K.
BORDWELL, H. V.	LOSEY, T. E.
BURTNESS, H. W.	McDERMOTT, E. J.
BUTLER, F. P.	MANOOGIAN, C. H.
BUUCK, G. L.	MEYERS, W. R.
CARLISLE, J. E.	MILLER, D. A.
CARTER, P. C.	ORNDORFF, GERALD
CASTLE, W. H.	REESER, H. J.
DEANE, A. H.	RYAN, W. J.
DUGAN, D. S.	STENZINGER, R. E.
FERN, B. W.	STRUNCK, T. F.
HAGERMAN, H. K.	TAHNEY, J. P.
HORSLEY, E. T.	WACHOWIAK, R. H.
HUMPHREYS, P. R.	WHITE, G. C.
JONES, W. B.	WHITEHOUSE, J. W.
KIEF, C. E. <sup>1</sup>	WOLFE, J. R.

### SUPPLEMENTAL BOARD<sup>3</sup>

ALTUS, W. W.	HARPER, H. G.
BLACK, R. E.	NAYLOR, G. L.
DEROSSETT, R. A.	ROBERTS, W. M.
EUKER, W. F.	WATKINS, D. E. <sup>2</sup>
HACK, R. H.	WILLEMIN, J. M.

*Accounting for all moneys appropriated by Congress for the fiscal year 1964, 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-----		\$802, 000
Transferred from National Mediation Board-----		30, 000
Total available-----		832, 000
Expenditures:		
Salaries of employees-----	\$407, 275	
Salaries of referees-----	259, 719	
Personnel benefits-----	35, 506	
Travel expenses (including referees)-----	42, 483	
Transportation of things-----	123	
Communication services-----	13, 609	
Printing and reproduction-----	57, 330	
Other contractual services-----	2, 684	
Supplies and materials-----	6, 864	
Equipment-----	4, 890	
Total expenditures-----		830, 483
Unexpended balance-----		1, 517

<sup>1</sup> Replaced J. B. Haines.

<sup>2</sup> Replaced G. A. Link who replaced C. E. Kief.

<sup>3</sup> Third Division, commenced operations June 1, 1961.

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

Name	Title	Salary paid	Duties
Howard, Leland.....	Administrative officer.	\$13,414.32	Subject to direction of Board, administers its governmental affairs.
Dillon, Mary E.....	Secretary.....	7,247.04	Secretarial, accounting, and audit- ing.
Larson, George.....	Clerk.....	2,688.21	Clerical.
Minscalco, Wm. F.....	do.....	2,156.72	Do.

**FIRST DIVISION**

Killeen, Eugene A.....	Executive secretary...	\$10,084.16	Administration of affairs of division and subject to its direction.
Ellwanger, D. M.....	Secretary (confiden- tial assistant)	7,077.84	Secretarial, stenographic, and clerical.
Smith, Joan M.....	do.....	7,058.40	Do.
Postol, Evelyn F.....	do.....	6,889.20	Do.
Roudebush, Ethel A.....	do.....	6,859.60	Do.
Williams, Margaret M.....	do.....	6,859.60	Do.
Bathurst, Pauline E.....	do.....	6,609.76	Do.
Morgan, Ruth B.....	do.....	6,580.96	Do.
Benard, Yolanda D.....	do.....	6,294.32	Do.
Howat, Helen S.....	do.....	6,254.72	Do.
Fisher, Doris S.....	do.....	5,878.32	Do.
Dolan, Avis A.....	Secretary (adminis- trative assistant)	6,225.92	Do.
Pett, Lawrence H.....	Clerical assistant	2,927.88	Clerical.
Tuttle, George J.....	Clerk.....	1,868.65	Do.
Michalik, Francis.....	do.....	2,047.12	Do.
Eggert, Marilyn D.....	Clerk-stenographer	1,747.20	Stenographic and clerical.

**REFEREES**

Abernethy, Byron R.: 2¾ days at \$75 per day.....		\$206.25	Sat with division as member to make awards, upon failure of division to agree or secure ma- jority vote.
9½ days at \$100 per day.....		950.00	Do.
Anrod, Charles W.: 4 days at \$100 per day.....		400.00	Do.
Boyd, Robert O.: 6 days at \$75 per day.....		450.00	Do.
24 days at \$100 per day.....		2,400.00	Do.
Daugherty, Carroll R.: 25½ days at \$100 per day.....		2,550.00	Do.
Davey, Harold W.: 25 days at \$75 per day.....		1,875.00	Do.
13 days at \$100 per day.....		1,300.00	Do.
Gray, Walter L.: 11¾ days at \$75 per day.....		881.25	Do.
22¾ days at \$100 per day.....		2,250.00	Do.
Larkin, John Day: 39½ days at \$100 per day.....		3,950.00	Do.
Moore, Preston J.: 26½ days at \$100 per day.....		2,650.00	Do.

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

SECOND DIVISION

Name	Title	Salary paid	Duties
Sassaman, H. J. ....	Executive secretary...	\$11, 749. 60	Administration of affairs of division and subject to its direction.
Lindberg, R. L. ....	Secretary (confidential assistant)	7, 247. 04	Secretarial, stenographic, and clerical.
Morrison, M. E. ....	do. ....	2, 055. 04	Do.
Shaughnessy, M. V. ....	do. ....	7, 247. 04	Do.
Williams, D. M. ....	do. ....	7, 247. 04	Do.
Goble, Agatha E. ....	do. ....	7, 236. 24	Do.
Vought, Marcella. ....	do. ....	7, 077. 84	Do.
Lamborn, D. T. ....	Secretary (administrative assistant)	7, 058. 40	Do.
Thomas, Cecelia. ....	Secretary (confidential assistant)	7, 058. 40	Do.
Bulis, Eugenia. ....	do. ....	6, 315. 92	Do.
Martin, Barbara. ....	do. ....	2, 436. 00	Do.
Burnett, B. J. ....	do. ....	5, 920. 48	Do.
Lisztza, Nessa. ....	do. ....	4, 714. 32	Do.
Loughrin, C. A. ....	do. ....	3, 795. 84	Do.
Powers, Jeff. ....	Administrative assistant.	4, 539. 44	Clerical.
Brasch, Rosemarie. ....	Clerk-typist. ....	4, 860. 56	Typing and clerical.

REFEREES

Anrod, Charles W.: 17¼ days at \$75 per day. ....		\$1, 293. 75	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
35¼ days at \$100 per day. ....		3, 575. 00	Do.
Daly, J. Harvey: 6 days at \$75 per day. ....		450. 00	Do.
92¼ days at \$100 per day. ....		9, 275. 00	Do.
Harwood, Ben: 47 days at \$75 per day. ....		3, 525. 00	Do.
Johnson, Howard A.: 13 days at \$100 per day. ....		1, 300. 00	Do.
McDonald, Joseph M.: 33 days at \$75 per day. ....		2, 475. 00	Do.
81 days at \$100 per day. ....		8, 100. 00	Do.
Seidenberg, Jacob: 68 days at \$100 per day. ....		6, 800. 00	Do.
Shake, Curtis G.: 5½ days at \$75 per day. ....		412. 50	Do.
11½ days at \$100 per day. ....		1, 150. 00	Do.
Williams, Peyton M.: 127¼ days at \$100 per day. ....		12, 775. 00	Do.

THIRD DIVISION

Schultz, S. H. ....	Executive secretary...	\$10, 685. 28	Administration of affairs of division and subject to its direction.
Glenn, Allise N. ....	Secretary (confidential assistant).	7, 247. 04	Secretarial, stenographic and clerical.
Balskey, C. V. ....	do. ....	7, 077. 84	Do.
Smith, Lois E. ....	do. ....	7, 058. 40	Do.
Frey, Catherine E. ....	do. ....	7, 058. 40	Do.
Johnson, Carol A. ....	do. ....	658. 00	Do.
Swanson, Ronald A. ....	do. ....	6, 873. 20	Do.
Vorphal, Joan A. ....	do. ....	6, 733. 60	Do.
LaChance, K. V. ....	do. ....	6, 294. 32	Do.
Cech, Delores J. ....	do. ....	6, 269. 12	Do.
Carley, Yvonne M. ....	do. ....	6, 110. 72	Do.
Paulos, Angelo W. ....	Administrative assistant.	6, 102. 08	Clerical.
Geltis, K. M. ....	Clerk-stenographer....	4, 991. 04	Stenographic and clerical.
Schiller, B. J. ....	Secretary (confidential assistant).	5, 246. 88	Secretarial, stenographic and clerical.
Telma, Loretta. ....	Clerk-stenographer....	4, 480. 32	Stenographic and clerical.
Brown, George A. ....	Clerk. ....	2, 413. 50	Clerical.
Czerwonka, V. C. ....	Clerk-typist. ....	4, 770. 72	Typing and clerical.
Vogt, Frank J. ....	Clerk. ....	1, 373. 68	Clerical.

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

REFEREES

Name	Title	Salary paid	Duties
Coburn, William H.: 12¼ days at \$75 per day .....		\$918.75	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
76¼ days at \$100 per day .....		7,625.00	Do.
Dolnick, David: 12 days at \$75 per day .....		900.00	Do.
62½ days at \$100 per day .....		6,250.00	Do.
Dorsey, John H.: 29¼ days at \$75 per day .....		2,231.25	Do.
182½ days at \$100 per day .....		18,250.00	Do.
Engelstein, Nathan: 41 days at \$75 per day .....		3,075.00	Do.
19½ days at \$100 per day .....		1,950.00	Do.
Hall, Levi M.: 1½ days at \$100 per day .....		150.00	Do.
Ives, George S.: 55½ days at \$100 per day .....		5,550.00	Do.
McMahon, Donald F.: 5½ days at \$75 per day .....		412.50	Do.
Ray, Roy R.: 1¼ days at \$75 per day .....		131.25	Do.
Rock, Donald A.: 13¼ days at \$75 per day .....		993.75	Do.
6¼ days at \$100 per day .....		675.00	Do.
Seff, Bernard J.: 6¼ days at \$75 per day .....		468.75	Do.
152¼ days at \$100 per day .....		15,250.00	Do.
Stark, Arthur: 22¾ days at \$75 per day .....		1,706.25	Do.
20¼ days at \$100 per day .....		2,025.00	Do.
Webster, Charles W.: 41 days at \$75 per day .....		3,075.00	Do.
7¼ days at \$100 per day .....		725.00	Do.
Weston, Harold M.: ½ day at \$75 per day .....		37.50	Do.
2¼ days at \$100 per day .....		225.00	Do.
Yagoda, Louis: 63¼ days at \$100 per day .....		6,325.00	Do.

THIRD DIVISION SUPPLEMENTAL BOARD

Erickson, Lois H. ....	Secretary .....	\$6,110.72	Secretarial, stenographic, and clerical.
Harding, Edna L. ....	do. ....	6,110.72	Do.
Sullivan, Josephine A. ....	do. ....	6,110.72	Do.
Williams, Margaret A. ....	do. ....	1,071.60	Do.
Gonda, Agnes G. ....	do. ....	5,780.88	Do.
Arnold, Eleanor L. ....	do. ....	4,992.00	Do.
Hiebel, Marian R. ....	do. ....	1,361.52	Do.
Hile, Blanche L. ....	do. ....	2,257.68	Do.
Johnson, Carol .....	do. ....	6,400.40	Do.
Keeler, Mildred J. ....	do. ....	1,241.55	Do.
Knight, Sharon J. ....	do. ....	5,881.68	Do.
Lisitz, Nessa .....	do. ....	585.12	Do.
Schiller, Betty J. ....	do. ....	534.00	Do.
Steele, Beverly M. ....	do. ....	6,018.56	Do.
Swider, Alice M. ....	do. ....	5,852.88	Do.

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

REFEREES

Name	Title	Salary paid	Duties
Christian, William M.: 13½ days at \$75 per day.....		\$1, 012. 50	Sat with division as member to make awards, upon failure of division to agree or secure major- ity vote.
58¼ days at \$100 per day.....		5, 825. 00	Do.
Doinick, David: 35 days at \$75 per day.....		2, 625. 00	Do.
73½ days at \$100 per day.....		7, 350. 00	Do.
Dorsey, John H. 16¼ days at \$75 per day.....		1, 256. 25	Do.
2¼ days at \$100 per day.....		250. 00	Do.
Engelstein, Nathan: 99 days at \$100 per day.		9, 900. 00	Do.
Hall, Levi M.: 39¼ days at \$75 per day.....		2, 943. 75	Do.
29 days at \$100 per day.....		2, 900. 00	
Hamilton, Donald E.: 22¼ days at \$100 per day.		2, 225. 00	Do.
Kane, Joseph S.: 154¼ days at \$100 per day.		15, 425. 00	Do.
McGovern, John J.: 44 days at \$100 per day.		4, 400. 00	Do.
O'Gallagher, Kieran P.: 11 days at \$75 per day.....		825. 00	Do.
73½ days at \$100 per day.....		7, 350. 00	Do.
Reagan, Francis M.: 33¼ days at \$100 per day.		3, 375. 00	Do.
Rinehart, Jim A.: 35¼ days at \$75 per day.....		2, 681. 25	Do.
9¼ days at \$100 per day.....		975. 00	Do.
Rose, Martin I.: 16 days at \$75 per day.....		1, 200. 00	Do.
3 days at \$100 per day.....		300. 00	Do.
Sempliner, Arthur W.: 5¼ days at \$75 per day.....		431. 25	Do.
25 days at \$100 per day.....		2, 500. 00	Do.
Stack, Michael J., Jr.: 48¼ days at \$100 per day.		4, 825. 00	Do.
West, Lee R.: 87 days at \$100 per day.		8, 700. 00	Do.
Wolf, Benjamin H.: 81¼ days at \$100 per day.		8, 125. 00	Do.

FOURTH DIVISION

Pope, Patrick V. ....	Executive secretary...	\$10, 775. 28	Administration of affairs of divi- sion and subject to its direction.
Humfreville, M. L. ....	Secretary (admini- strative assistant).	7, 247. 04	Secretarial, stenographic, and clerical.
Zimmerman, R. H. ....	Secretary (confiden- tial assistant).	7, 247. 04	Do.
Adams, Henrietta.....	do.....	7, 077. 84	Do.

REFEREE

Weston, Harold M.: 40 days at \$75 per day.....		\$3, 000. 00	Sat with division as member to make awards, upon failure of division to agree or secure major- ity vote.
93¼ days at \$100 per day....		9, 375. 00	Do.

# FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

39 South LaSalle Street, Chicago, Ill. 60603

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1963-64

W. R. MEYERS, *Chairman*

H. W. BURTNES, *Vice Chairman*

H. V. BORDWELL

G. L. BUUCK

J. E. CARLISLE

B. W. FERN

E. T. HORSLEY

K. LEVIN

DON A. MILLER

H. J. REESER

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 1963-64; 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----	1	Cleveland Union Terminal-----	2
Alabama Great Southern-----	1	Columbus & Greenville-----	1
Alabama, Tennessee & Northern--	1	Corinth & Counce-----	1
Atchison, Topeka & Santa Fe----	14		
Atlanta & West Point-----	3	Delaware & Hudson-----	164
Atlantic Coast Line-----	33	Denver & Rio Grande Western--	3
		Duluth, Winnipeg & Pacific-----	1
Baltimore & Ohio-----	8		
Bangor & Aroostook-----	1	Elgin, Joliet & Eastern-----	8
Belt Ry. Co. of Chicago-----	42	Erie-Lackawanna -----	3
Buffalo Creek-----	1		
		Florida East Coast-----	11
Central of Georgia-----	15	Fort Worth & Denver-----	2
Central Vermont-----	6		
Chesapeake & Ohio-----	10	Georgia -----	4
Chicago & Illinois Midland-----	10	Grand Trunk Western-----	2
Chicago & North Western-----	44	Great Northern-----	5
Chicago, Burlington & Quincy----	6	Green Bay & Western-----	7
Chicago Great Western-----	2	Gulf Coast & Santa Fe-----	1
Chicago, Milwaukee, St. Paul & Pacific-----	6	Gulf, Mobile & Ohio-----	3
Chicago, Rock Island & Pacific--	6		
Cincinnati, New Orleans & Texas Pacific -----	7	Harriman & Northeastern-----	1
		Illinois Central-----	7
		Illinois Terminal-----	1



*Cases docketed fiscal year 1963-64; 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>
Indiana Harbor Belt-----	2	Pennsylvania-Reading Seashore	
Indianapolis Union-----	1	Lines-----	1
		Philadelphia, Bethlehem & New	
Kansas City Southern-----	1	England-----	1
Kansas City Terminal-----	2	Pittsburgh & Ohio Valley-----	2
Kewaunee, Green Bay & West-			
ern-----	1	Richmond, Fredericksburg &	
Lake Superior Terminal & Trans-		Potomac-----	15
fer-----	1		
Lake Terminal-----	1	St. Johns River Terminal-----	1
Louisiana & Arkansas-----	3	St. Louis-San Francisco-----	3
Louisville & Nashville-----	10	St. Louis Southwestern-----	2
		Santa Maria Valley-----	1
Maine Central-----	1	Savannah & Atlanta-----	2
Maine Central-Portland Ter-		Seaboard Air Line-----	25
минаl-----	2	Soo Line-----	12
Missouri-Kansas-Texas-----	1	South Buffalo-----	3
		Southern Pacific-Pacific-----	40
New Orleans & Northwestern-----	2	Southern Pacific-Texas & Louisi-	
New Orleans Public Belt-----	1	ana-----	9
New York Central-----	5	Southern-----	37
New York, Chicago & St. Louis-----	32	Texas Mexico-----	1
Norfolk & Western-----	4		
Norfolk Southern-----	1	Union Pacific-----	8
Northern Pacific-----	3	Union Railroad-Pittsburgh-----	1
Northern Pacific Terminal of			
Oregon-----	4	Wabash-----	34
		Western Pacific-----	1
Pacific Electric-----	1		
Patapsco & Back Rivers-----	1	Youngstown & Northern-----	10
Pennsylvania-----	5		
		Total-----	738

*Cases docketed fiscal year 1963-64; 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-----	84	Firemen-Switchmen-----	1
Conductors-Trainmen-----	6	Firemen-Trainmen-----	2
Engineers-----	81	Individual-----	15
Engineers-Firemen-----	2	Switchmen-----	63
Engineers - Firemen - Conduc-		Trainmen-----	324
tors-Trainmen-----	2		
Firemen-----	158	Total-----	738

## SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

### M E M B E R S H I P

C. E. BAGWELL, *Chairman*  
F. P. BUTLER  
H. K. HAGERMAN  
P. R. HUMPHREYS  
T. E. LOSEY

W. B. JONES, *Vice Chairman*  
C. H. MANOOGIAN  
E. J. McDERMOTT  
R. E. STENZINGER  
J. B. ZINK

HARRY J. SASSAMAN, *Executive Secretary*

### JURISDICTION

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

### *Carriers party to cases docketed*

Atchison, Topeka and Santa Fe Ry. Co.....	9
Atlanta Joint Terminals.....	2
Atlanta Terminal Co.....	1
Atlantic Coast Line RR. Co.....	4
Baltimore and Ohio Chicago Terminal RR. Co.....	2
Baltimore and Ohio RR. Co.....	6
Boston and Maine RR.....	1
Butte, Anaconda and Pacific Ry. Co.....	2
Central of Georgia Ry. Co.....	1
Central RR. Co. of New Jersey.....	1
Chesapeake and Ohio Ry. Co.....	4
Chicago and Eastern Illinois RR. Co.....	1
Chicago and North Western Ry. Co.....	6
Chicago, Milwaukee, St. Paul and Pacific RR. Co.....	13
Chicago, Rock Island and Pacific RR. Co.....	9
Cincinnati, New Orleans and Texas Pacific RR. Co.....	1
Duluth, Missabe and Iron Range Ry. Co.....	1
Erie-Lackawanna RR. Co.....	2
Florida East Coast Ry. Co.....	2
Grand Trunk Western RR. Co.....	2
Great Northern Ry. Co.....	22
Green Bay and Western RR. Co.....	1
Gulf, Mobile and Ohio RR. Co.....	1
Houston Belt and Terminal Ry. Co.....	2
Illinois Central RR. Co.....	1
Illinois Terminal RR. Co.....	2
Indiana Harbor Belt RR. Co.....	1
Jacksonville Terminal Co.....	1
Kansas City Southern Ry. Co., The.....	2
Long Island RR. Co., The.....	5
Louisville and Nashville RR. Co.....	7
Milwaukee-Kansas City Southern Joint Agency.....	1
Missouri-Kansas-Texas Lines.....	1
Missouri Pacific RR. Co.....	4

Monongahela Connecting RR. Co.....	1
New York Central RR. Co.....	6
New York, Chicago and St. Louis RR. Co.....	3
New York, New Haven and Hartford RR. Co.....	6
Norfolk and Western Ry. Co.....	6
Northern Pacific Ry. Co.....	3
Northwestern Pacific RR. Co.....	1
Pacific Electric Ry. Co.....	1
Pennsylvania RR. Co.....	7
Pittsburgh and Lake Erie RR. Co.....	3
Pullman Co., The.....	3
Reading Co., The.....	2
St. Louis-San Francisco Ry. Co.....	3
St. Louis Southwestern Railway Co.....	2
Seaboard Air Line RR. Co.....	1
Southern Pacific Co. (Pacific Lines).....	10
Southern Ry. Co.....	12
Spokane, Portland and Seattle Ry. Co.....	1
Tennessee Central Ry. Co.....	1
Union Pacific RR.....	4
Western Ry. of Alabama.....	1
<b>Total .....</b>	<b>198</b>

*Organizations, etc., party to cases docketed*

Federated Trades.....	1
Brotherhood Railway Carmen of America.....	97
International Brotherhood of Electrical Workers.....	22
International Association of Machinists.....	47
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse & Railway Shop Laborers.....	16
International Brotherhood of Boilermakers, Iron Ship Builders, Black- smiths, Forgers & Helpers.....	3
Sheet Metal Workers' International Association.....	5
Transport Workers Union of America—Railroad Division.....	3
Individually submitted cases, etc.....	4
<b>Total .....</b>	<b>198</b>

In addition to the cases regularly presented and docketed the Division has also been called upon to handle a substantial number of potential cases. Communications were received from many individuals seeking information as to the method and procedure to be followed in presenting cases for adjustment. Some correspondents complain of alleged violations of existing agreements; some attempt to file cases with the Division from properties upon which system boards of adjustment exist; while yet others relate disputes which might properly be submitted to the Division for adjustment. Such cases, twenty-seven (27) in number, arose during the fiscal year ending June 30, 1964, and, in addition thereto, much correspondence was carried on in connection with similar cases listed in the Division's reports for prior years. Many of these cases require special study and consideration involving a great deal of correspondence and consuming a considerable portion of the time of the Division in an effort to secure the information necessary for the proper presentation and/or handling to a conclusion.

The following cases originated during the fiscal year which ended June 30, 1964:

C. Womack, Harbor Belt & Terminal Ry. Co., oiler-helper.  
E. L. Swindle, Pullman Co., electrical worker.  
J. B. Meintel, Pennsylvania RR. Co., machinist helper.  
R. A. Dahlquist, Great Northern Ry. Co., firemen and oilers.  
Roy Hampton, Jr., Norfolk & Western Ry. Co., electrical workers  
T. J. Barnett, Erie-Lackawanna RR. Co., carmen  
Douglas Reed, Missouri-Illinois RR. Co., not shown.  
Hubert C. Pettrez, Chesapeake & Ohio Ry. Co., carmen.  
Walter T. Stillman, Lake Superior & Ishpeming RR. Co., electrical workers.  
Frank R. Amadio, New York, New Haven & Hartford RR. Co., car inspector.  
Earl V. Trump, Northern Pacific Terminal Co. of Oregon, carmen.  
Floyd A. Watkins, Grand Trunk Western RR. Co., laborer.

Rev. Walter Akin, Louisville & Nashville RR. Co., oiler.  
 Morris J. Rosskapf, Baltimore & Ohio RR. Co., machinist.  
 R. F. Cross, Chicago, Burlington & Quincy RR. Co., not shown.  
 P. J. Gresham, Chicago, Milwaukee, St. Paul & Pacific RR. Co., electrical  
 workers.  
 R. L. Rudy, Western Maryland Ry. Co., machinist helper and carmen  
 Healy and Caligiure, Pacific Electric Ry. Co., carmen.  
 Robert E. Madison, Pennsylvania RR. Co., carmen.  
 C. H. Spicuzzo, New York, Chicago & St. Louis RR. Co., carmen  
 E. L. Stroud, Texas-New Mexico Ry. Co., car inspector.  
 R. G. Kolbe, Reading Co., carmen.  
 J. D. Davis, St. Louis-San Francisco Ry. Co., machinist.  
 Harry R. Walker, Chesapeake & Ohio Ry. Co., carmen.  
 Henry A. LaMarca, Pennsylvania RR. Co., machinist.  
 Alva D. Floyd, Atchison, Topeka & Santa Fe Ry. Co., firemen and oiler.  
 Segal, ---, Pennsylvania RR. Co., carmen.

### THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

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

C. E. KIEF  
GERALD ORNDORFF  
T. F. STRUNCK  
G. C. WHITE  
J. W. WHITEHOUSE

#### SUPPLEMENTAL BOARD

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

R. H. HACK  
C. E. KIEF  
G. A. LINK<sup>2</sup>  
W. M. ROBERTS  
D. E. WATKINS<sup>3</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. 8, first, Railway Labor Act, 1934).

#### Carriers party to cases docketed

	Number of cases		Number of cases
Akron, Canton & Youngstown.....	2	Central of Georgia.....	25
Alabama Great Southern.....	1	Central Railroad Company of	
Alabama Great Western.....	1	New Jersey.....	4
Alabama, Tennessee & North-		Central Vermont Railway Inc....	1
ern .....	2	Chesapeake & Ohio.....	6
Alton & Southern.....	1	Columbus & Greenville.....	1
Arkansas & Memphis Railway		Chicago & Eastern Illinois.....	4
Bridge & Terminal Co.....	1	Chicago & Illinois Midland.....	3
Atchison, Topeka & Santa Fe....	17	Chicago & North Western.....	11
Atlanta & West Point.....	5	Chicago & Western Indiana.....	1
Atlantic Coast Line.....	10	Chicago, Burlington & Quincy...	10
		Chicago Great Western.....	1
Baltimore & Ohio.....	9	Chicago, Milwaukee, St. Paul &	
Belt Railway of Chicago.....	2	Pacific .....	36
Birmingham Terminal.....	1	Chicago, Rock Island & Pacific..	38
Boston & Maine.....	11	Cincinnati, New Orleans & Texas	
Brooklyn Eastern District Ter-		Pacific .....	8
минаl .....	1	Cincinnati Union Terminal.....	5

<sup>1</sup> C. E. Kief replaced J. B. Haines, Aug. 1, 1963.

<sup>2</sup> G. A. Link replaced C. E. Kief, Aug. 1, 1963.

<sup>3</sup> D. E. Watkins replaced G. A. Link, Sept. 9, 1963.

*Carriers party to cases docketed—Continued*

	<i>Number of cases</i>		<i>Number of cases</i>
Clinchfield .....	1	New Orleans Public Belt.....	1
Colorado & Southern.....	3	New York Central.....	31
Delaware & Hudson.....	7	New York, Chicago & St. Louis..	6
Denver & Rio Grande Western..	8	New York, New Haven & Hart-	
Detroit & Toledo Shore Line....	1	ford .....	14
Duluth, Missabe & Iron Range..	4	Norfolk & Western.....	5
		Norfolk Southern.....	1
Elgin, Joliet & Eastern.....	4	Northern Pacific.....	3
Erie-Lackawanna .....	5	Ogden Union Railway and Depot	
Florida East Coast.....	16	Co .....	2
Fort Worth & Denver.....	2	Pacific Fruit Express Company..	1
Georgia .....	2	Pennsylvania .....	38
Grand Trunk Western.....	5	Pennsylvania-Reading Seashore..	1
Great Northern.....	9	Port Authority-Trans Hudson	
Gulf, Colorado & Santa Fe.....	6	Corp .....	1
Gulf, Mobile & Ohio.....	8	Pullman .....	18
		Railway Express Agency.....	5
Houston Belt & Terminal.....	2	Reading .....	6
Illinois Central.....	20	St. Louis-San Francisco.....	14
Illinois Terminal.....	1	St. Louis Southwestern.....	32
Indianapolis Union.....	1	Seaboard Air Line.....	7
Jacksonville Terminal Company..		Southern .....	23
Joint Texas Division—C.R.I. &		Southern Pacific (Pacific Lines)..	46
P.—Ft. W. & D. (BUR-RI)....	5	Southern Pacific (Texas & Lou-	
		isiana Lines).....	5
Kansas City Southern.....	5	Spokane, Portland & Seattle....	4
Kansas City Terminal.....	3	Tennessee Central.....	4
Kansas, Oklahoma and Gulf....	1	Terminal RR of St. Louis.....	5
Lehigh & Hudson.....	1	Texas & Pacific.....	6
Lehigh Valley.....	3	Toledo, Peoria & Western.....	1
Long Island.....	3	Tulsa Union Depot.....	1
Los Angeles Union Passenger		Union Pacific.....	10
Terminal .....	3	Union Railroad Company.....	1
Louisville and Nashville.....	9	Wabash .....	4
Maine Central.....	2	Washington Terminal.....	3
Midland Valley.....	2	Western Maryland.....	3
Minneapolis, St. Paul & Sault		Western Pacific.....	6
Ste. Marie.....	4	Western Weighing & Inspection	
Missouri-Kansas-Texas .....	3	Bureau .....	2
Missouri Pacific.....	33		
Monon .....	4	Total .....	715

*Organizations party to cases docketed*

American Train Dispatchers As-		Joint Council of Dining Car Em-	
sociation .....	18	ployes .....	24
Brotherhood of Maintenance of		The Order of Railroad Telegra-	
Way Employees.....	98	phers .....	242
Brotherhood of Railroad Signal-		Order of Railway Conductors &	
men .....	124	Brakemen (Pullman System)....	14
Brotherhood of Railroad Train-		United Transport Service Em-	
men .....	9	ployes .....	1
Brotherhood of Railway & Steam-		Miscellaneous Class of Em-	
ship Clerks, Freight Handlers,		ployes .....	12
Express & Station Employees..	168		
Brotherhood of Sleeping Car		Total .....	715
Porters .....	5		

# FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

R. H. WACHOWIAK, *Chairman*  
C. A. CONWAY, *Vice Chairman*  
A. H. DEANE

W. J. RYAN  
J. P. TAHNEY  
J. R. WOLFE

P. V. POPE, *Executive Secretary*

## JURISDICTION

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

	<i>Number of cases</i>
Ann Arbor RR. Co.....	1
Atchison, Topeka & Santa Fe Ry. Co.....	1
Baltimore & Annapolis RR. Co.....	1
Baltimore & Ohio RR. Co.....	5
Chicago & North Western Ry Co.....	2
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	1
Erie Lackawanna RR. Co.....	4
Florida East Coast Ry. Co.....	5
Grand Trunk Western RR. Co.....	2
Great Northern Ry. Co.....	1
Indiana Harbor Belt RR.....	1
Lehigh Valley RR. Co.....	1
Long Island RR. Co.....	3
Louisville & Nashville RR. Co.....	1
Maine Central RR. Co.—Port Terminal Co.....	1
New York Central RR. Co.....	20
New York, New Haven & Hartford RR. Co.....	1
Norfolk Southern Ry. Co.....	2
Northern Pacific Ry.....	1
Pennsylvania RR. Co.....	8
Sacramento Northern Ry.....	1
Santa Fe Transportation Co.....	5
Seaboard Air Line RR. Co.....	1
Southern Pacific Co. (Pacific Lines).....	1
Southern Ry. Co.....	2
Terminal RR. Association of St. Louis.....	1
Union Belt of Detroit.....	1
Union Pacific RR.....	3
Washington Terminal Co.....	2
Western Maryland Ry.....	1

80

*Organizations—Employee Party to cases docketed*

American Railway Supervisors Association, The.....	11
Brotherhood of Railroad Trainmen.....	8
Brotherhood of Sleeping Car Porters.....	2
Great Lakes Licensed Officers Organization.....	1
International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers, Local 518, Marine Employees.....	1
Joint Council Dining Car Employees.....	6
Lighter Captains Union, Local 996, ILA.....	6
Miscellaneous Classes of Employees.....	3
Railroad Yardmasters of America.....	15
Railroad Yardmasters of North America, Inc.....	1
Railway Employees Department.....	2
Railway Patrolmen's International Union.....	22
Seafarers' International Union of North America.....	2
	<hr/>
	80



## APPENDIX B

### *Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1964*

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Thomas C. Begley.....	Cleveland, Ohio.....	July 3, 1963	511	2	New York Central RR.—Southern District and Brotherhood of Railroad Trainmen.
Edward A. Lynch.....	Washington, D.C.....	July 15, 1963	521	(1)	Monongahela Connecting RR. Co. and Brotherhood of Maintenance of Way Employees.
Francis J. Robertson.....	Washington, D.C.....	July 15, 1963	452	7	Chicago, Milwaukee, St. Paul and Pacific RR. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers & Station Employees.
Francis J. Robertson.....	Washington, D.C.....	July 15, 1963	519	9	Chicago, Rock Island & Pacific RR. Co. and Switchmen's Union of North America.
Edward A. Lynch.....	Washington, D.C.....	July 15, 1963	520	6	Lehigh & Hudson River Ry. Co. & Brotherhood of Railroad Trainmen.
Kieran P. O'Gallagher.....	Chicago, Ill.....	July 23, 1963	356	30	Chicago Northwestern Ry. Co. and Brotherhood of Railroad Trainmen.
Mortimer Stone.....	Denver, Colo.....	July 23, 1963	513	1	Pacific Electric Ry. Co. and Brotherhood of Locomotive Engineers.
Arthur W. Sempliner.....	Grosse Point, Mich.....	July 29, 1963	518	6	Detroit & Mackinac Ry. Co. and Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen.
Carroll R. Daugherty.....	Evanston, Ill.....	Aug. 5, 1963	18	104	Southern Pacific Co. (Pacific Lines) and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen, and Brotherhood of Railroad Trainmen.
Carroll R. Daugherty.....	Evanston, Ill.....	Aug. 5, 1963	21	(1)	San Diego & Arizona Eastern Ry. Co. and Order of Railway Conductors & Brakemen.
Carroll R. Daugherty.....	Evanston, Ill.....	Aug. 5, 1963	107	3	Northwestern Pacific RR. and Order of Railway Conductors & Brakemen and Brotherhood of Railroad Trainmen.
Hubert Wyckoff.....	Watsonville, Calif.....	Aug. 19, 1963	361	84	Union Pacific RR. Co. and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	Aug. 29, 1963	99	52	Pittsburgh & Lake Erie RR. Co. and Order of Railway Conductors & Brakemen.
Maurice Merrill.....	Norman, Okla.....	Aug. 30, 1963	480	2	Kansas, Oklahoma & Gulf Ry. and Midland Valley Railway Co. and Brotherhood of Railroad Trainmen.
Robert O. Boyd.....	Washington, D.C.....	Sept. 5, 1963	522	11	Monon RR. and Brotherhood of Railroad Trainmen.
A. Langley Coffey.....	Sand Springs, Okla.....	Sept. 13, 1963	524	49	Pittsburgh & Lake Erie RR. and Lake Erie & Eastern RR. Co. and Brotherhood of Railroad Trainmen.
Thomas C. Begley.....	Cleveland, Ohio.....	Sept. 18, 1963	148	(1)	Kansas City Southern RR. Co., Louisiana & Arkansas Ry. Co., Chicago, Milwaukee, St. Paul & Pacific Ry. Co.—affiliated employees of Milwaukee-Kansas City Southern Joint Agency and Brotherhood of Railroad Trainmen.
Byron R. Abernethy.....	Lubbock, Tex.....	Sept. 24, 1963	523	2	Monon RR. and Brotherhood of Locomotive Firemen & Enginemen.
Howard A. Johnson.....	Butte, Mont.....	Sept. 30, 1963	526	8	Monon RR. and Order of Railway Conductors & Brakemen.

<sup>1</sup> See footnote at end of table.

*Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1964—Continued*

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
David R. Douglass.....	Oklahoma City, Okla.....	Oct. 10, 1963	527	43	St. Louis Southwestern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
J. Glenn Donaldson.....	Denver, Colo.....	Oct.. 14, 1963	525	22	Denver and Rio Grande Western RR. Co. and Order of Railroad Telegraphers.
Thomas G. Begley.....	Cleveland, Ohio.....	Oct. 21, 1963	41	17	Southern Pacific Co. (Texas and La. Lines) and Brotherhood of Railroad Trainmen.
Robert O. Boyd.....	Washington, D.C.....	Oct. 24, 1963	528	4	Chicago, Rock Island & Pacific RR. Co. and Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen & Enginemen.
Thomas C. Begley.....	Cleveland, Ohio.....	Nov. 15, 1963	424	(1)	Erie-Lackawanna RR. Co. and Brotherhood of Railroad Trainmen.
William H. Coburn.....	Washington, D.C.....	Dec. 2, 1963	532	(1)	Houston Belt & Terminal Ry. Co. and Brotherhood of Railroad Trainmen.
Sidney A. Wolff.....	New York City.....	Dec. 3, 1963	533	(1)	Boston & Maine RR. and Brotherhood of Locomotive Firemen & Enginemen.
Edward A. Lynch.....	Washington, D.C.....	Dec. 17, 1963	317	67	Boston & Maine RR. and Brotherhood of Railroad Trainmen.
Mortimer Stone.....	Denver, Colo.....	Jan. 8, 1964	534	20	Union Pacific RR. Co. Eastern District and Brotherhood of Locomotive Engineers.
Carroll R. Daugherty.....	Evanston, Ill.....	Jan. 9, 1964	260	19	St. Louis Southwestern Ry. Co. and Brotherhood of Locomotive Engineers.
Francis J. Robertson.....	Washington, D.C.....	Jan. 13, 1964	496	(1)	New York Central RR. et al. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Thomas C. Begley.....	Cleveland, Ohio.....	Jan. 22, 1964	536	(1)	The River Terminal Ry. Co. and Brotherhood of Railroad Trainmen.
Francis J. Robertson.....	Washington, D.C.....	Jan. 24, 1964	538	(1)	Western Maryland RR. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Thomas C. Begley.....	Cleveland, Ohio.....	Jan. 28, 1964	537	4	New York, Chicago & St. Louis RR. Co. and the Brotherhood of Railroad Trainmen.
Byron R. Abernethy.....	Lubbock, Tex.....	Jan. 29, 1964	540	1	Western Ry. of Alabama and Brotherhood of Railroad Trainmen.
Jacob Seidenburg.....	Falls Church, Va.....	Feb. 12, 1964	100	(1)	St. Louis Southwestern Ry. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Feb. 17, 1964	539	18	Denver & Rio Grande Western RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Martin I. Rose.....	New York, N.Y.....	Feb. 20, 1964	545	(1)	Bangor & Aroostook Ry. and Brotherhood of Locomotive Firemen & Enginemen.
Martin I. Rose.....	New York, N.Y.....	Feb. 25, 1964	544	(1)	Erie-Lackawanna RR. Co. and National Marine Engineers' Beneficial Association, District No. 1, International Organization Masters, Mates, & Pilots, and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers, Local No. 518—Marine Employees.
Robert O. Boyd.....	Washington, D.C.....	Feb. 28, 1964	547	13	Northern Pacific Terminal Co. of Oregon and Switchmen's Union of North America.

A. Langley Coffey.....	Sand Springs, Okla.....	Mar. 6, 1964	529	(1)	Chicago & North Western Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Jerome F. Duggan.....	St. Louis, Mo.....	Mar. 19, 1964	549	(1)	St. Louis-San Francisco Ry Co.. and Brotherhood of Railroad Trainmen.
Curtis G. Shake.....	Vincennes, Ind.....	Mar. 23, 1964	548	9	Long Island RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Robert O. Boyd.....	Washington, D.C.....	Mar. 24, 1964	535	13	New York Central RR. Co.; New York District, Eastern District (except Boston & Albany Division), Western District, Northern District and Southern District (including Ohio-Central Division) and Order of Railway Conductors & Brakemen.
Harold M. Weston.....	New York City.....	Mar. 27, 1964	541	(1)	Erie-Lackawanna RR. Co. and Brotherhood of Maintenance of Way Employees.
H. Raymond Cluster.....	Baltimore, Md.....	April 10, 1964	551	(1)	Detroit and Toledo Shore Line RR. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	April 8, 1964	552	(1)	Western Maryland Ry. Co. and Brotherhood of Railroad Trainmen.
James W. Corbett.....	San Francisco, Calif.....	May 8, 1964	393	(1)	New York Central RR. Co., Pittsburgh & Lake Erie RR. Co. and Order of Railway Conductors & Brakemen.
Robert O. Boyd.....	Washington, D.C.....	May 13, 1964	543	(1)	The Atchison, Topeka & Santa Fe Ry. Co., Panhandle and Santa Fe Ry. Co.—Eastern and Western Lines and Order of Railway Conductors & Brakemen and Brotherhood of Railroad Trainmen.
Robert O. Boyd.....	Washington, D.C.....	June 2, 1964	554	(1)	Chicago, Milwaukee, St. Paul and Pacific RR. Co. (Lines West) and Brotherhood of Locomotives Engineers.
Lloyd H. Bailer.....	New York City.....	June 23, 1964	555	(1)	Norfolk Southern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.

(1) Not available.

*Arbitrators appointed—Special Boards of Adjustment (Railroad) under section III, Arbitration Award 282, fiscal year 1964*

Parties	Arbitrator	Residence	Date of appointment	Award rendered
Alabama, Tennessee & Northern RR. Co., Brotherhood of Railroad Trainmen	Arthur W. Sempliner.....	Grosse Pointe, Mich.....	Apr. 9, 1964	June 6, 1964
Bangor & Aroostook RR. Co., Brotherhood of Railroad Trainmen	John W. McConnell.....	Durham, N.H.....	Mar. 30, 1964	May 29, 1964
Belt Ry. Co. of Chicago, Brotherhood of Railroad Trainmen	Nathan Engelstein.....	Chicago, Ill.....	June 18, 1964	•
Chicago & North Western Ry. Co. (M. & St. L. District—Road Service), Brotherhood of Railroad Trainmen	Francis B. Murphy.....	Los Angeles, Calif.....	June 29, 1964	•
Chicago & North Western Ry. Co. (M. & St. L. District—Yard Service), Switchmen's Union of North America	.....do.....	.....do.....	.....do.....	•
Chicago & North Western Ry. Co. (C.St.P.M.&O. District—Yard Service), Brotherhood of Railroad Trainmen	.....do.....	.....do.....	.....do.....	•
Chicago & North Western Ry. Co. (C.St.P.M.&O. District—Road Service), Brotherhood of Railroad Trainmen	.....do.....	.....do.....	.....do.....	•
Chicago & North Western Ry. Co. (L & M District), Brotherhood of Railroad Trainmen	.....do.....	.....do.....	.....do.....	•
Chicago, Milwaukee, St. Paul & Pacific RR. Co. (Western Region) (Yardmen), Brotherhood of Railroad Trainmen	Howard, A. Johnson.....	Butte, Mont.....	May 15, 1964	•
Chicago, Milwaukee, St. Paul & Pacific RR. Co. (Western Region), Brotherhood of Railroad Trainmen	.....do.....	.....do.....	.....do.....	•
Chicago, Milwaukee, St. Paul & Pacific RR. Co. (Eastern Region) (Yardmen), Brotherhood of Railroad Trainmen	Kieran P. O'Gallagher.....	Chicago, Ill.....	May 18, 1964	•
Chicago, Milwaukee, St. Paul & Pacific RR. Co. (Lines East) (Train Baggage-men), Brotherhood of Railroad Trainmen	.....do.....	.....do.....	.....do.....	•
Colorado & Southern Ry. Co., Brotherhood of Railroad Trainmen	J. Glenn Donaldson.....	Denver, Colo.....	Mar. 2, 1964	•
Erie-Lackawanna RR. Co., Brotherhood of Railroad Trainmen	Walter G. Seinsheimer.....	Cincinnati, Ohio.....	May 27, 1964	•
Fort Worth & Denver Ry. Co., Brotherhood of Railroad Trainmen	Roy R. Ray.....	Dallas, Tex.....	Mar. 24, 1964	May 20, 1964

Fort Worth & Denver Ry. Co., Switchmen's Union of North America.....	Murray M. Rohman.....	Fort Worth, Tex.....	Apr. 1, 1964	May 27, 1964
Kansas, Oklahoma & Gulf Ry. Co., Brotherhood of Railroad Trainmen.....	do.....	do.....	Apr. 20, 1964	June 6, 1964
Kentucky & Indiana Terminal R.R. Co., Brotherhood of Railroad Trainmen.....	Walter G. Seinsheimer.....	Cincinnati, Ohio.....	June 17, 1964	June * 6, 1964
Maine Central Railroad, Brotherhood of Railroad Trainmen.....	John W. McConnell.....	Durham, N. H.....	Mar. 30, 1964	May 29, 1964
Midland Valley R.R. Co., Brotherhood of Railroad Trainmen.....	Murray M. Rohman.....	Fort Worth, Tex.....	Apr. 24, 1964	June 6, 1964
Minneapolis Eastern Ry. Co., Brotherhood of Railroad Trainmen.....	George F. Hayes.....	Cleveland, Ohio.....	June 23, 1964	
Missouri-Kansas-Texas R.R. Co., Brotherhood of Railroad Trainmen.....	Roy R. Ray.....	Dallas, Tex.....	Mar. 10, 1964	May 14, 1964
Missouri-Illinois R.R. Co., Brotherhood of Railroad Trainmen.....	Dudley E. Whiting.....	Detroit, Mich.....	Mar. 24, 1964	Apr. 22, 1964
Missouri Pacific R.R. Co. (Northern, Central and Southern Districts), Brotherhood of Railroad Trainmen.....	do.....	do.....	do.....	May 6, 1964
Missouri Pacific R.R. Co. (Gulf District), Brotherhood of Railroad Trainmen.....	do.....	do.....	Mar. 23, 1964	Do.
Natchez & Southern Ry. Co., Brotherhood of Railroad Trainmen.....	do.....	do.....	Mar. 24, 1964	Do.
New Orleans & Lower Coast R.R. Co., Brotherhood of Railroad Trainmen.....	do.....	do.....	Mar. 26, 1964	May 14, 1964
New Orleans Union Passenger Terminal, Brotherhood of Railroad Trainmen.....	Byron R. Abernethy.....	Lubbock, Tex.....	Mar. 27, 1964	May 23, 1964
Port Terminal Railroad Association, Brotherhood of Railroad Trainmen.....	Roy R. Ray.....	Dallas, Tex.....	Mar. 24, 1964	May 14, 1964
St. Louis-San Francisco Ry. Co., Brotherhood of Railroad Trainmen.....	Arthur W. Sempliner.....	Grosse Pointe, Mich.....	Apr. 9, 1964	June 6, 1964
St. Louis Southwestern Ry. Co., Brotherhood of Railroad Trainmen.....	Frank Elkouri.....	Norman, Okla.....	May 22, 1964	June * 6, 1964
Southern Pacific Co. (Texas and Louisiana Lines), Brotherhood of Railroad Trainmen.....	Murray M. Rohman.....	Fort Worth, Tex.....	Apr. 9, 1964	June 4, 1964
Texas and Pacific Ry. Co., Brotherhood of Railroad Trainmen.....	Dudley E. Whiting.....	Detroit, Mich.....	Mar. 26, 1964	May 6, 1964
Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans, Switchmen's Union of North America.....	Byron R. Abernethy.....	Lubbock, Tex.....	Mar. 18, 1964	Apr. 14, 1964
Union Ry. Co., Brotherhood of Railroad Trainmen.....	Dudley E. Whiting.....	Detroit, Mich.....	Mar. 26, 1964	May 14, 1964
Union Terminal Ry. Co., St. Joseph Belt Ry. Co., Brotherhood of Railroad Trainmen.....	do.....	do.....	Mar. 24, 1964	May 15, 1964

\*Award had not been rendered at close of fiscal year.

*Arbitrators appointed—Special Board of Adjustment (Airline), fiscal year 1964*

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
Leverett Edwards.....	Washington, D.C.....	Feb. 11, 1964	546	1	Northwest Airlines, Inc., and Air Line Pilots Association, International.

*Referees appointed—System Board of Adjustment (Airline), fiscal year 1964*

Name	Residence	Date of appointment	Parties
Hugo Black.....	Miami, Fla.....	July 12, 1963	National Airlines, Inc. and Air Line Employees Association.
James C. Hill.....	New York, N.Y.....	do	Seaboard World Airlines and Transport Workers Union of America.
Jason M. Berkman.....	Miami, Fla.....	July 16, 1963	National Airlines, Inc. and International Association of Machinists.
Paul N. Guthrie.....	Chapel Hill, N.C.....	July 30, 1963	Eastern Air Lines, Inc. and Air Line Pilots International Association.
Jason M. Berkman.....	Miami, Fla.....	Aug. 27, 1963	National Airlines, Inc. and Air Line Pilots International Association.
Benjamin Roberts.....	New York, N.Y.....	do	New York Airways, Inc. and Air Line Pilots International Association.
J. Fred Holly.....	Knoxville, Tenn.....	do	Capitol Airways, Inc. and Air Line Pilots International Association.
John F. Sembower.....	Chicago, Ill.....	Aug. 30, 1963	Chicago Helicopter Airways, Inc. and Air Line Pilots International Association.
Levi M. Hall.....	Minneapolis, Minn.....	Sept. 3, 1963	Northwest Airlines, Inc. and International Association of Machinists.
Milton R. Konvitz.....	Ithaca, N.Y.....	Sept. 9, 1963	Mohawk Airlines and Air Line Dispatchers Association.
Daniel A. Lynch.....	New York, N.Y.....	Sept. 13, 1963	Pan American World Airways and Brotherhood of Railway & Steamship Clerks, etc.
Arthur S. Sachs.....	New Haven, Conn.....	Sept. 18, 1963	Caribair and Air Line Employees International Association.
Murray M. Rohman.....	Fort Worth, Tex.....	Oct. 30, 1963	Braniff International Airways and International Association of Machinists.
Jerome J. Lande.....	New York, N.Y.....	Nov. 7, 1963	National Airlines, Inc. and Air Line Employees Association.
Levi M. Hall.....	Minneapolis, Minn.....	Dec. 6, 1963	Northwest Airlines, Inc. and Brotherhood of Railway & Steamship Clerks.
Frank Elkouri.....	Norman, Okla.....	Dec. 9, 1963	Western Air Lines, Inc. and Air Line Pilots International Association.
Preston J. Moore.....	Oklahoma City, Okla.....	do	Braniff Airways, Inc. and Air Line Pilots International Association.
James C. Vadakin.....	Coral Gables, Fla.....	Dec. 30, 1963	National Airlines, Inc. and Air Line Employees International Association.
L. W. Horning.....	Sarasota, Fla.....	Jan. 16, 1964	Riddle Airlines, Inc. and Air Line Pilots International Association.
Edward B. Schulkind.....	New York, N.Y.....	Jan. 23, 1964	Seaboard World Airways, Inc. and Transport Workers Union of America
Walter L. Gray.....	Oklahoma City, Okla.....	Feb. 10, 1964	Western Air Lines, Inc. and Air Line Pilots International Association.
J. Fred Holly.....	Knoxville, Tenn.....	Feb. 18, 1964	Capitol Airways, Inc., and Air Line Pilots International Association.
Allan Weisenfeld.....	Newark, N.J.....	Mar. 9, 1964	American Airlines and Transport Workers Union of America.
Laurence E. Seibel.....	Washington, D.C.....	Mar. 19, 1964	National Airlines, Inc. and Air Line Employees International Association.
Spurgeon Avakian.....	Oakland, Calif.....	Mar. 24, 1964	Qantas Empire Airways, Ltd. and International Association of Machinists.

John J. Kehoe.....	Miami, Fla.....	May 15, 1964	Eastern Air Lines and International Association of Machinists
Harold Kramer.....	Miami Beach, Fla.....	do.....	Do.
Hugo L. Black.....	Miami, Fla.....	do.....	Do.
L. W. Horning.....	Sarasota, Fla.....	do.....	Do.
Sar A. Levitan.....	Washington, D.C.....	do.....	Do.
James C. Vadakin.....	Coral Gables, Fla.....	do.....	Do.
Don Hamilton.....	Oklahoma City, Okla.....	do.....	Do.
Robert J. Ables.....	Falls Church, Va.....	do.....	Do.
Albert Epstein.....	New York, N.Y.....	May 18, 1964	Seaboard World Airlines, Inc. and Transport Workers Union of America.
Sar A. Levitan.....	Washington, D.C.....	May 27, 1964	National Airlines, Inc. and NAL Chapter, Flight Engineers International Association.
Walter L. Gray.....	Oklahoma City, Okla.....	June 17, 1964	Northwest Airlines, Inc. and International Association of Machinists.
Murray M. Rohman.....	Fort Worth, Tex.....	do.....	Braniff Airways, Inc. and Air Line Pilots International Association.
John H. Dorsey.....	Washington, D.C.....	do.....	Northwest Airlines, Inc. and International Association of Machinists.
John F. Sembower.....	Chicago, Ill.....	June 22, 1964	Do.
L. W. Horning.....	Sarasota, Fla.....	do.....	Eastern Air Lines and International Association of Machinists.
Sam Clammer.....	Washington, D.C.....	June 23, 1964	Braniff Airways, Inc. and Air Line Pilots International Association.
Ronald W. Houghton.....	Grosse Pointe, Mich.....	June 29, 1964	Eastern Air Lines and International Association of Machinists.

*Arbitrators appointed—Arbitration boards, fiscal year 1964*

RAILROADS

Name	Residence	Date of appointment	Arbitration and Case No.	Parties
Arthur W. Sempliner.....	Grosse Pointe Farms, Mich.....	May 24, 1963	Arb. 280.....	Oklahoma City-Ada-Atoka Ry. Co. and Order of Railway Conductors & Brakemen.
Edward A. Lynch.....	Washington, D.C.....	Sept. 3, 1963	Arb. 281; Case A-6959.....	Reading Co. and Brotherhood of Maintenance of Way Employees.
Ralph T. Seward.....	Washington, D.C.....	Sept. 10, 1963	Arb. 282; Case A-6700 (under Public Law 88-108).	Eastern, Western, Southeastern Carriers' Conference Committee and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America.
Benjamin Aaron.....	Los Angeles, Calif.....	do.....		
James J. Healy.....	Boston, Mass.....	do.....		
Byron R. Abernethy.....	Lubbock, Tex.....	Nov. 22, 1963	Arb. 283; Case A-5987, sub. 234.	Texas Mexican Ry. Co. and Brotherhood of Maintenance of Way Employees.
Francis J. Robertson.....	Washington, D.C.....	Nov. 29, 1963	Arb. 284.....	Western Maryland Ry. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.

AIRLINES

Lewis M. Gill.....	Philadelphia, Pa.....	Feb. 24, 1964	Arb. 285; Case A-6957.....	National Airlines, Inc., and Air Line Employees Association
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*Arbitrators appointed pursuant to union shop agreements, fiscal year 1964*

Name	Residence	Date of appointment	Carrier	Organization	Individuals involved
Jerome F. Duggan.....	St. Louis, Mo.....	Aug. 26, 1963	St. Louis-San Francisco Ry. Co.....	Brotherhood of Railroad Trainmen....	Carl W. Stallard.
Lewis M. Gill.....	Philadelphia, Pa.....	Oct. 29, 1963	The Reading Co.....	International Organization of Masters, Mates, & Pilots.	Earle W. Lambert.
John Day Larkin.....	Chicago, Ill.....	Dec. 10, 1963	Chicago, Burlington, & Quincy RR. Co.	Brotherhood of Railway & Steamship Clerks.	M. P. Schmitz (Mrs.).
George S. Ives.....	Washington, D.C.....	Feb. 10, 1964	Southern Railway System.....	Brotherhood of Railway Carmen of America.	J. L. Oxford, C. A. Denham, H. W. Shipley.



# APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-64

Status of cases	30-year period 1935-64	Fiscal year 1964	Fiscal year 1963	Fiscal year 1962	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	286	258	248	202	136	172	126	151
New cases docketed.....	10, 971	306	297	287	413	415	463	381	219
Total cases on hand and received.....	11, 067	592	555	535	615	551	635	507	370
Cases disposed of.....	10, 786	311	269	277	401	403	496	347	220
Cases pending and unsettled at end of period.....	281	281	286	258	214	148	139	160	150
Representation cases									
Cases pending and unsettled at beginning of period.....	24	13	22	22	22	34	50	34	43
New cases docketed.....	3, 654	54	59	67	100	136	176	149	108
Total cases on hand and received.....	3, 678	67	81	89	122	170	226	183	151
Cases disposed of.....	3, 665	54	68	67	102	137	186	139	107
Cases pending and unsettled at end of period.....	13	13	13	22	20	33	40	44	44
Mediation cases									
Cases pending and unsettled at beginning of period.....	72	271	234	221	173	102	122	91	108
New cases docketed.....	7, 213	246	236	218	304	276	286	230	110
Total cases on hand and received.....	7, 285	517	470	439	477	378	408	321	218
Cases disposed of.....	7, 020	252	199	205	290	264	309	206	112
Cases pending and unsettled at end of period.....	265	265	271	234	187	114	99	115	106
Interpretation cases									
Cases pending and unsettled at beginning of period.....	0	2	2	5	6	0	0	1	0
New cases docketed.....	104	6	2	2	9	3	1	2	1
Total cases on hand and received.....	104	8	4	7	15	3	1	3	1
Cases disposed of.....	102	5	2	5	8	2	1	2	1
Cases pending and unsettled at end of period.....	2	3	2	2	7	1	0	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1964

	Disposition by type of carrier						Rail-roads, total	Air- lines, total	Disposition by major issue involved					
	Railroads								New agreement		Rates of pay		Rules	
									Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
	Total all cases	Class I	Class II	Switch- ing and terminal	Electric rail- roads	Miscel- laneous carriers								
Total.....	252	128	15	43	2	10	198	54			52	4	146	50
Mediation agreement.....	131	57	9	31	2	9	108	23			26	3	82	20
Arbitration agreement.....	2	1					1	1					1	1
Withdrawn after mediation.....	28	24		2			26	2			4		22	2
Withdrawn before mediation.....	35	23					23	12			17	1	6	11
Refusal to arbitrate by:														
Carrier.....	8	3	2	3			8						8	
Employees.....	16	9	1	3			13	3			1		12	3
Both.....	4	1	2				3	1			1		2	1
Dismissal.....	28	10	1	4		1	16	12			3		13	12

**TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1964**

	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.....		27	28	1,946	1,380	27	33	7,449	6,028
Disposition:									
Certification based on election.....	33	15	15	1,348	1,271	23	28	6,457	5,865
Certification based on authorizations.....	3	3	3	101	86	0	0	0	0
Withdrawn after investigation.....	5	5	6	378	0	0	0	0	0
Withdrawn before investigation.....	1	1	1	44	0	0	0	0	0
Dismissal.....	7	3	3	74	23	4	5	992	163
Total all cases.....	54		61	9,394	7,408				

**TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1964**

Major groups of employees	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	311	54	252	5
Railroad, total.....	230	27	198	5
Combined groups, railroad.....	7	0	7	0
Train, engine and yard service.....	136	5	127	4
Mechanical foremen.....	1	1	0	0
Maintenance of equipment.....	12	3	9	0
Clerical, office, station, and storehouse.....	20	2	18	0
Yardmasters.....	5	3	2	0
Maintenance-of-way and signal.....	10	3	7	0
Subordinate officials in maintenance-of-way.....	0	0	0	0
Agents, telegraphers, and towermen.....	8	0	7	1
Train dispatchers.....	1	1	0	0
Technical engineers, architects, draftsmen, etc.....	2	1	1	0
Dining-car employees, train and pullman porters.....	3	2	1	0
Patrolmen and special officers.....	2	1	1	0
Marine service.....	13	5	8	0
Miscellaneous railroad.....	10	0	10	0
Airline, total.....	81	27	54	0
Combined airline.....	4	4	0	0
Mechanics.....	18	4	14	0
Radio and teletype operators.....	2	2	0	0
Clerical, office, stores, fleet and passenger service.....	12	4	8	0
Stewards, stewardesses, and flight pursers.....	6	2	4	0
Pilots.....	22	2	20	0
Dispatchers.....	7	3	4	0
Mechanical foremen.....	1	1	0	0
Meteorologists.....	0	0	0	0
Flight engineers.....	6	3	3	0
Miscellaneous airline.....	3	2	1	0

**TABLE 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1964**

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	54	61	9,394	100
Railroad, total.....	27	28	1,945	20
Train service.....	1	1	18	(1)
Engine service.....	0	0	0	0
Yard service.....	4	4	725	8
Mechanical foremen.....	1	1	160	2
Maintenance of equipment.....	3	3	126	1
Clerical, office, station storehouse.....	2	2	92	1
Yardmasters.....	3	3	74	(1)
Maintenance-of-way and signal.....	3	3	53	(1)
Subordinate officials, maintenance-of-way.....	0	0	0	0
Agents, telegraphers, and towermen.....	0	0	0	0
Dispatchers.....	1	1	8	(1)
Technical engineers, architects, draftsmen, etc.....	1	1	17	(1)
Dining car employees, train and pullman porters.....	2	2	364	4
Patrolmen and special officers.....	1	1	91	1
Marine service.....	5	6	217	2
Combined groups, railroad.....	0	0	0	
Miscellaneous railroad.....	0	0	0	
Airline, total.....	27	33	7,449	80
Mechanics.....	4	4	106	1
Flight navigators.....	1	1	15	(1)
Clerical, office, stores, fleet and passenger service.....	4	4	1,446	15
Stewards, stewardesses and pursers.....	2	2	399	4
Stocks and stores.....	1	1	340	4
Pilots.....	2	2	1,564	17
Flight engineers.....	3	3	1,288	14
Combined groups, airline.....	5	11	2,188	23
Dispatchers.....	3	3	78	(1)
Commissary.....	0	0	0	0
Radio operators and teletype.....	1	1	15	(1)
Miscellaneous airline.....	1	1	10	(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 1964**

	Certifications issued to—						Total	
	National organizations			Local unions			Craft or class	Number of employees involved
	Craft or class	Employees involved		Craft or class	Employees involved			
		Number	Percent		Number	Percent		
RAILROADS								
Representation acquired:								
Elections.....	2	60	1	0	0	0	2	60
Proved authorizations.....	3	101	1	0	0	0	3	101
Representation changed:								
Elections.....	6	483	8	1	17	1	7	500
Proved authorizations.....	0	0	0	0	0	0	0	0
Representation unchanged: Elections.....	6	788	10	0	0	0	6	788
Total railroads.....	17	1,432	20	1	17	1	18	14,449
AIRLINES								
Representation acquired:								
Elections.....	11	243	4	0	0	0	11	243
Proved authorizations.....	0	0	0	0	0	0	0	0
Representation changed:								
Elections.....	10	2,101	33	2	1,555	99	12	3,656
Proved authorizations.....	0	0	0	0	0	0	0	0
Representation unchanged: Elections.....	5	2,558	43	0	0	0	5	2,558
Total airlines.....	26	4,902	80	2	1,555	99	28	6,457
Total combined railroad and airline.....	43	6,334	100	3	1,572	100	46	7,906

(1) 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, 1963 to June 30, 1964*

Case No.	Carrier	Union	Craft or class	Number of Employees	Date began	Date ended	Days duration	Issues	Disposition
A-6969-----	Pacific & Arctic Ry. & Navigation Co.	IBT-----	Nonoperating employees.	100	Oct. 4, 1963	Oct. 21, 1963	18	Rates and rules.	Mediation agreement.
A-6992-----	Kentucky & Indiana Terminal RR. Co.	BLF&E-----	Enginemen-----	126	Feb. 5, 1964	Feb. 11, 1964	7	Rules-----	Direct.
A-7079-----	Butte, Anaconda & Pacific Ry. Co.	BLF&E, BRT-----	Enginemen and trainmen.	100	Apr. 5, 1964	Apr. 13, 1964	9	Rules-----	Mediation agreement.
A-7043-----	do-----	8 cooperating railway labor organizations.	Nonoperating employees.	50	Apr. 13, 1964	Apr. 16, 1964	3	Rules-----	Mediation agreement.
A-6700-----	Illinois Central RR. Co.	BLE, BLF&E, ORC&B, BRT.	Engineers, firemen, conductors, trainmen and yardmen.	5,000	Apr. 8, 1964	Apr. 9, 1964	2	Rates and rules.	Mediation settlement.
A-6957 (Arb. 285).	National Airlines, Inc.	ALEA-----	Clerical, office, stores, fleet and passenger service.	2,000	Feb. 15, 1964	Feb. 16, 1964	2	Rates and rules.	Arbitration 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 1935-64**

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
1964.....	5,228	3,132	775	769	164	14	87	287
1963.....	5,228	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	633	108	8	38	44
1935.....	3,021	2,335	347	334	.....	5	.....	.....
National organizations:								
1964.....	5,133	3,076	771	751	160	14	86	275
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:								
1964.....	95	56	4	18	4	.....	1	12
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	.....	.....	5
1935.....	81	81	.....	.....	.....	.....	.....	.....

**TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-64, inclusive**

ALL DIVISIONS

Cases	30-year period 1935-64	1964	1963	1962	1961	1960
Open and on hand at beginning of period.....	.....	*6,864	6,461	5,968	5,957	5,645
New cases docketed.....	61,916	1,731	1,901	1,873	1,870	1,799
Total number of cases on hand and docketed.....	61,916	8,595	8,362	7,841	7,827	7,444
Cases disposed of.....	*55,356	2,035	1,552	1,380	1,859	1,487
Decided without referee.....	11,949	49	60	73	255	75
Decided with referee.....	23,672	1,346	1,184	924	871	688
Withdrawn.....	*19,735	640	308	383	733	724
Open cases on hand close of period.....	6,560	6,560	6,810	6,461	5,968	5,957
Heard.....	784	784	1,166	1,679	1,769	1,735
Not heard.....	5,776	5,776	5,644	4,782	4,199	4,222

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-64, inclusive—Continued

FIRST DIVISION

Open and on hand at beginning of period.....	-----	3,847	3,238	2,928	3,104	2,872
New cases docketed.....	40,363	738	809	687	823	799
Total number of cases on hand and docketed.....	40,363	4,585	4,047	3,615	3,927	3,671
Cases disposed of.....	36,301	523	254	377	999	567
Decided without referee.....	10,090	37	31	42	217	47
Decided with referee.....	10,378	103	112	152	226	228
Withdrawn.....	15,833	383	111	183	556	292
Open cases on hand close of period.....	4,062	4,062	3,793	3,238	2,928	3,104
Heard.....	185	185	173	167	136	179
Not heard.....	3,877	3,877	3,620	3,071	2,792	2,925

SECOND DIVISION

Open and on hand at beginning of period.....	-----	355	379	288	365	282
New cases docketed.....	4,776	198	217	287	216	305
Total number of cases on hand and docketed.....	4,776	553	596	575	581	587
Cases disposed of.....	4,506	283	241	196	293	222
Decided without referee.....	688	1	5	13	8	7
Decided with referee.....	2,979	267	213	165	270	110
Withdrawn.....	839	15	23	18	15	105
Open cases on hand close of period.....	270	270	355	379	288	365
Heard.....	55	55	41	80	106	185
Not heard.....	215	215	314	299	182	179

THIRD DIVISION

Open and on hand at beginning of period.....	-----	2,598	2,731	2,646	2,399	2,408
New cases docketed.....	14,829	715	779	773	733	615
Total number of cases on hand and docketed.....	14,829	3,313	3,510	3,419	3,132	3,023
Cases disposed of.....	12,632	1,116	912	688	486	624
Decided without referee.....	871	4	18	10	17	3
Decided with referee.....	9,100	893	768	534	342	309
Withdrawn.....	2,661	219	126	144	127	312
Open cases on hand close of period.....	2,197	2,197	2,598	2,731	2,646	2,399
Heard.....	520	520	904	1,340	1,443	1,296
Not heard.....	1,677	1,677	1,694	1,391	1,203	1,103

FOURTH DIVISION

Cases	30-year period 1935-64	1964	1963	1962	1961	1960
Open and on hand at beginning of period.....	-----	64	113	106	89	83
New cases docketed.....	1,948	80	96	126	98	80
Total number of cases on hand and docketed.....	1,948	144	209	232	187	163
Cases disposed of.....	1,917	113	145	119	81	74
Decided without referee.....	300	7	6	8	13	18
Decided with referee.....	1,215	83	91	73	33	41
Withdrawn.....	402	23	48	38	35	15
Open cases on hand close of period.....	31	31	64	113	106	89
Heard.....	24	24	48	92	84	74
Not heard.....	7	7	16	21	22	15

\*Adjusted to correct error of 54 First Division cases previously reported as withdrawn.



TABLE 10.—Employee representation on selected rail carriers as of June 30, 1964

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage-men	Yard-foremen, helpers and switch-tenders	Yard-masters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatchers
Akron, Canton & Youngstown Ry	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Ann Arbor RR	BLF&E	BLF&E	BRT	BRT	BRT	ARSA	BRC	BMW	ORT	ATDA.
Atchison, Topeka & Santa Fe Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Gulf, Colorado & Santa Fe Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#).
Panhandle & Santa Fe Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#).
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 R.R. of New Jersey	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Central Vermont Ry	BLE	BLF&E	BRT	BRT	BRT	RYA	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	ORCB.	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-SM-WIA.	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, 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	IAFE-BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Fort Worth & Denver Ry	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.

See footnote on p. 94.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1964—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage-men	Yard-foremen, helpers and switch-tenders	Yard-masters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatchers
Georgia & 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	BLF&E	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.
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.
Mississippi Central RR.	BLE	BLE	BRT	BRT	BRT	(#)	X	BMW	ORT	ORT.
Missouri-Kansas-Texas RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Missouri-Kansas-Texas RR. of Texas	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)
Missouri Pacific RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Monon RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Monongahela Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Montour RR.	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	(*)	(*)
Nevada Northern Ry.	BLE	BLE	BRT	BRT	(*)	(*)	X	MMS	X	ATDA.
New York Central RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Ohio Central Lines.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	(#)	(#)	(#)	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
Michigan Central RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ORT.
Boston & Albany RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	ORT	ATDA.
New York, Chicago & St. Louis RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
New York, New Haven & Hartford RR.	BLE	BLF&E	BRT	BRT	BRT	SA	BRC	BMW	ORT	ATDA.

New York, Susquehanna & Western RR.....	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Norfolk & Western Ry.....	BLE	BLF&E	ORCB	BRT	BRT	X	BRC	BMW	ORT	ORT.
Norfolk Southern Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Northern Pacific Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Northwestern Pacific RR.....	BLE	BLF&E	ORCB	BRT	ORCB	(*)	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	X	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.
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.
Soo Line RR. Co.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Southern Pacific Co. (Pacific Lines).....	BLE	BLF&E	ORCB	BRT	BRT	SUNA	RYNA	BRC	BMW	ORT
Southern Pacific Co. (Texas and Louisiana Lines).....	BLE	BLF&E	BRT	BRT	BRT	BRT	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	BRT	SUNA	RYA	(#)	(#)	(#)
Alabama Great Southern Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#)
Spokane International RR.....	BLF&E	BLF&E	ORCB	ORCB	SUNA	RYA	BRC	BMW	ORT	LU.
Spokane, Portland & Seattle Ry.....	BLE	BLF&E	ORCB	ORCB	BRT	RYA	BRC	BMW	ORT	ATDA.
Staten Island Rapid Transit Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Tennessee Central Ry.....	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	ORT	ATDA.
Texas & Pacific Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Texas Mexican Ry.....	BLE	BLF&E	BRT	BRT	BRT	(*)	BRC	BMW	(*)	(*)
Toledo, Peoria & Western RR.....	BLF&E	BLF&E	BRT	BRT	BRT	(*)	BRC	BMW	ORT	(*)
Union Pacific RR.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Utah Ry.....	BLE	BLF&E	ORCB	ORCB	BRT	(*)	X	BMW	ORT	ATDA.
Wabash RR.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Western Maryland Ry.....	BLF&E	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	ORT	ATDA.
Western Pacific RR.....	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	ORT	ATDA.

See footnote on p. 94.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1964—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
Akron, Canton & Youngstown Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	(*)	(*)
Ann Arbor RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	ARSA.	(*)	(*)
Atchison, Topeka & Santa Fe Ry.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	(*)
Gulf, Colorado & Santa Fe Ry.	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Panhandle & Santa Fe Ry.	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Atlanta & West Point RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	(*)
Atlantic Coast Line RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		BRT.	HRE.
Baltimore & Ohio RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.	RED.	BRT.	UTSE.
Bangor & Aroostook RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	HRE.
Bessemer & Lake Erie RR.	IAM.	BB.	SMWIA.	IBEW.	BRCA.	IBFO.	BRS.		(*)	(*)
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, Winnipeg & 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.
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	ARSA	(*)	(*)
Louisiana & Arkansas Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	(*)	(*)
Louisville & Nashville RR.	IAM	BB/	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE
		URRWA.								
Maine Central RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Midland Valley RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW		(*)	(*)
Mississippi Central RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)		(*)	(*)
Missouri-Kansas-Texas RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE
Missouri-Kansas-Texas RR. of Texas.	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(#)	(#)
Missouri Pacific RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE
Monon RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE
Monongahela Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Montour RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	X		(*)	(*)
Nevada Northern Ry.	X	SA	SA	X	MMS	SA	X		(*)	(*)
New York Central RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ARSA	HRE
Ohio Central Lines.	(#)	(#)	(#)	(#)	(#)	(#)	BRS	ARSA	ARSA	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ARSA	(#)
Michigan Central RR.	(#)	(#)	(#)	(#)	(#)	IBFO	BRS	ARSA	ARSA	(#)
Boston & Albany RR.	(#)	(#)	(#)	(#)	(#)	IBFO	BRS	ARSA	ARSA	(#)
New York, Chicago & St. Louis RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	HRE
New York, New Haven & Hartford	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE
New York, Susquehanna & Western RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Norfolk & Western Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE
Norfolk Southern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Northern Pacific Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(#)	BRT	ORCB.
										HRE.

See footnote on p. 94.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1964—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
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		(*)	(*)
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
Soo Line RR. Co	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	X	HRE
Southern Pacific Co. (Pacific Lines)	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE
Southern Pacific Co. (Texas and Louisiana Lines)	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	SA	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

# 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

TABLE 10.—Employee representation on selected air carriers as of June 30, 1964—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.	APA	FEIA		ALDA	TWU	TWU	TWU	TWU <sup>1</sup>	TWU
Bonanza Airlines	ALPA			ALDA	ALPA		IBT	LU <sup>1</sup>	IBT
Braniff Airways, Inc.	ALPA			ALDA	ALPA	CWA	IAM	BRC	(2)
Central Airlines	ALPA			ALDA	ALPA		IAM	ALEA	IAM
Continental Airlines, Inc.	ALPA	(3)		ALDA	ALPA		IAM	IAM <sup>1</sup>	IAM
Delta Air Lines, Inc.	ALPA			ALDA					
Eastern Air Lines, Inc.	ALPA	ALPA		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	(2)
Los Angeles Airways	ALPA			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	(2)
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		TWU	BRC	IBT
Piedmont Aviation, Inc.	ALPA			ALDA	ALPA				
Riddle Airlines	ALPA		ALPA	(6)	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	TWU	TWU	ALEA	IAM	IAM <sup>1</sup>	IAM
United Air Lines, Inc.	(4)	(4)	TWU	ALDA	ALPA	CWA	IAM	IAM <sup>1</sup>	IAM
Western Airlines, Inc.	ALPA	(4)		ALDA	ALDA		IBT	BRC	(2)
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.<sup>6</sup> Employees represented by Monty Ward, an individual.

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, waiters
Ann Arbor.....	GLLO	NMEB	SIUA	SIUA	-----	SIUA	-----	SIUA
Atchison, Topeka & Santa Fe.....	MMP	NMEB	IUP	IUP	-----	-----	-----	-----
Baltimore & Ohio.....	MMP	TWU	SIUA	TWU	ILA	IOE	MMP	-----
Central RR. of New Jersey.....	MMP	TWU	TWU	TWU	ILA	IOE	TWU	-----
Chesapeake & Ohio.....	MMP	NMEB	SIUA	UMW	-----	-----	-----	-----
(P.M. Div.).....	MMP	GLLO	NMU	NMU	-----	-----	-----	NMU
Chicago, Milwaukee, St. Paul & Pacific.....	MMP	NMEB	IUP	IUP	-----	IUP	-----	IUP
Erie-Lackawanna RR. Co.....	MMP	NMEB	SIUA	IBT	TWU- ILA	TWU	UMW	-----
Grand-Trunk Western.....	GLLO	GLLO	NMU	NMU	-----	-----	-----	NMU
Lehigh Valley.....	TWU	NMEB	TWU	TWU	ILA	IOE	TWU	-----
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. Wabash.....	MMP	-----	MMP	TWU	-----	-----	-----	-----
Western Maryland.....	GLLO	GLLO	UMW	UMW	-----	-----	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 International 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 & Smelter Workers
ORCB	Order of Railway Conductors and Brakemen
ORT	The Order of Railroad Telegraphers
RED	Railway Employees' Department, AFL-CIO
RYA	Railroad Yardmasters of America
RYNA	Railroad Yardmasters of North America
SA	System Association, Committee or Individual
SMWIA	Sheet Metal Workers International Association
URRWA	Transport Workers Union of America, Railroad Division
UMW	United Mine Workers of America, District 50
UTSE	United Transport Service Employees



## AIRLINES

ALEA	Air Line Employees Association
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
APA	Allied Pilots Association



