# Thirty-First

# ANNUAL REPORT OF THE

# NATIONAL MEDIATION BOARD

**INCLUDING** 

THE REPORT OF THE NATIONAL RAILROAD ADJUSTMENT BOARD

For the Fiscal Year Ended June 30, 1965

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# NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1965

HOWARD G. GAMSER, Chairman Leverett Edwards, Member Francis A. O'Neill, Jr., Member Thomas A. Tracy, Executive Secretary

161-981

#### LETTER OF TRANSMITTAL

National Mediation Board, Office of the Chairman, Washington, D.C., November 1, 1965.

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 31st Annual Report of the National Mediation Board for the fiscal year ended June 30, 1965, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

LEVERETT EDWARDS, Chairman.

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#### SUMMARY AND OBSERVATIONS

This report summarizes the activity of the National Mediation Board in its work of administering the Railway Labor Act during the fiscal year ending June 30, 1965. This report also includes a summary of the activities of the National Railroad Adjustment Board for the same period.

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

at all levels of negotiations.

These procedures include in the first instance a requirement that the parties directly negotiate in an effort to resolve differences which may arise in making new agreements or revising existing agreements. Subsequent steps include assistance to the parties through the mediatory services of the National Mediation Board, final and binding arbitration by an impartial neutral person, and, in certain instances, investigation and recommendation by a Presidential board.

Procedures are available to dispose of disputes involving the interpretation or application of existing agreements between the parties.

All of these tools are available for use by the parties in finding a solution to their own labor relations problems. Providing tools, however, does not in itself assure a peaceful resolution of the differences between the parties. The procedures of the Railway Labor Act provide the means by which the parties may reach a settlement of their problems but the duty of the parties to make their own decisions is not usurped by the act. The act should not be used as a shield by the parties to avoid their duties and responsibilities to the public to settle promptly all disputes relating to making and maintaining agreements concerning rates of pay, rules, and working conditions of employees. The parties themselves have an obligation to conduct their labor relations in a manner that will prevent interruption to transportation services so vital to the needs of the public and the general welfare of the nation.

In the preceding annual report, references were made to the disposition of the national "work rules" dispute between major railroads of the country and employees represented by the Five Standard Railway Labor Organizations, representing operating employees of these railroads and also to the subsequent settlements of all but two disputes involving the 1963–64 periodic wage and rules requests of standard railway labor organizations representing both operating and non-operating railroad employees of the major carriers of the country.

One of these disputes related to a "differential" in rates of pay for skilled workers of three shopcraft organizations representing machinists, electrical workers, and sheetmetal workers, and the other related to proposals for "job security" or stabilization of employment of five nonoperating railway employee organizations, representing clerical, office and station employees, maintenance of way employees, communication workers, signalmen, and dining car workers.

The Board is pleased to report that these two disputes, which had reached a critical stage in negotiations, were settled by the parties in February 1965 during mediation proceedings by the adoption of agreements of industrywide application. The details of these settlements and other settlements of interest are outlined under Items of Special Interest, chapter 1 of this report.

The interim of relative stability in labor relations achieved in the railroad industry in 1965 can be attributed in part to the solutions of disputes of industrywide significance and to the inclusion in agreements between the parties of "moratorium" provisions, specifying time periods, during which the parties agree to withhold submission of new proposals for changes in rates of pay and changes in contract

rules relating to working conditions.

The Board in previous annual reports has emphasized the problems confronting representatives of carriers and employees arising from technological changes affecting manpower utilization, proposed and actual mergers, as well as demands upon management for agreements pertaining to job security, severance pay, and other protective benefits for employees adversely affected by changes in or loss of employment.

The principles of the Washington Job Protection Agreement of 1936, which were initially adopted to afford protective benefits for employees adversely affected in instances of mergers or consolidations of facilities of two or more railroads, produced a formula of employee protective benefits, which has been utilized and augumented in dealing with disputes involving displacement of workers and reduction of

job opportunities.

During the fiscal year, for the first time in the railroad industry, national agreements were made which provide protective benefits similar to those afforded by the Washington Job Protection Agreement, to employees on individual carriers adversely affected by technological and operational changes. These national agreements were made on September 25, 1964, following recommendations of Emergency Board 160, between major railroads of the country and labor organizations represented shopcraft employees, and on February 7, 1965, following recommendations of Emergency Board 163, between major railroads of the country and five nonoperating employee organizations, representing clerical, office, station and stores employees, telegraphers, signalmen, maintenance of way employees, and dining car workers.

The Board anticipates that problems involving manpower utilization and "job security" will continue as controversial collective bargaining issues in both the railroad and airline industries. Issues relating to the manning of locomotives and trainee trains will again be the subject of collective bargaining in the railroad industry early in 1966, with the expiration of Award of Arbitration Board 282, which was rendered pursuant to Public Law 88–108. A summary of this award was made in chapter 1 of the preceding annual report.

The Board is hopeful that these and other problems which confront the railroad and airline industries will be resolved by a recognition on the part of representatives of carriers and organizations of their responsibility to work with each other and their duty to the public to reconcile and compose their differences within the framework of free collective bargaining.

# Railway Labor Act—Development

The 1926 Railway Labor Act encompassed proposals advanced by representatives of management and labor outlining comprehensive procedures and methods for the handling of labor disputes founded upon practical experience gained by the parties under many previous laws and regulations in this field.<sup>1</sup>

Because of the importance of the transportation service provided by the railroads and because of the peculiar problems encountered in this industry, special and separate legislation was enacted to avoid interruptions to interstate commerce as a result of unsettled labor

disputes.

In 1934 the original act was amended and supplemented in important procedural respects. Principally, these amendments provided for: (1) Protection of the right of employees to organize for collective bargaining purposes, (2) a method by which the National Mediation Board could authoritatively determine and certify the collective bargaining agent to represent the employees, and (3) a positive procedure to insure disposition of grievance cases, or disputes involving the interpretation or application of the terms of existing collective-bargaining agreements by their submission to the National Railroad Adjustment Board.

The amended act of 1934 retained the procedures in the 1926 act for the handling of controversies between carriers and their employees growing out of proposals to make or change collective bargaining agreements concerning rates of pay, rules, or working conditions. The procedures outlined in the act for handling this type of 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.

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

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 carriers 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. edgment of the notice and arrangements for the conference by the parties on the subject of the notice is made within 10 days. ference 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. 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 pro-

cedure; 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 31 years the National Mediation Board has been in existence, 164 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 provided 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 perodic 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 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. ployees 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-ofway 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

Table 7, appendix C, of this report indicates a tabulation of eight work stoppages occurring in industries covered by the Railway Labor Act. Four stoppages were in the airline industry. The remaining four stoppages occurred in the railroad industry.

During the past fiscal year there were a number of work stoppages in both industries which were of short duration or which involved few employees and were settled without intervention of this Board. Such stoppages have not been made a part of this report.

Of those strikes tabulated and listed in table 7, appendix C, the following summary indicates the major factors of consideration:

A-6195, A-6995—Port Terminal Railroad Association and Brother-hood of Railroad Trainmen

On December 16, 1964, a strike by operating employees halted all services of this carrier which provides railroad freight service to public wharves, docks, and grain elevators at the Port of Houston, Tex. Settlement efforts prior to the strike had been unsuccessful in resolving the dispute. The strike was concluded January 31, 1965, after intensive negotiation and mediation between the parties, by resolving all issues jointly and by submitting one question to binding arbitration.

The issues included a guaranteed extra board based on the 5-day week, payment of one (1) hour at pro rata rate for coupling and/or uncoupling of air hose, etc., and to cancel that part of the agreement of Cheney Award providing 95 cents per day for such service, and the designation of interchange track.

C-3470—Missouri Railway Co. and Brotherhood of Railroad Trainmen and Order of Railway Conductors and Brakemen

This strike commenced with a withdrawal from service by employees on July 1, 1964. The 24-day strike was terminated on July 24, 1964, following negotiations in Washington, D.C. The issues involved pay rates for conductors and brakemen and a work guarantee rule. The settlement was reached during mediation proceedings.

A-6009—Detroit & Toledo Shore Line Railway Co. and Brotherhood of Locomotive Firemen & Enginemen

September 2, 1964, a strike by operating employees occurred on this railroad and continued until September 9, 1964, at which time the

strike was terminated by court action. This dispute concerned interrailroad service between two carriers manned by joint engine crews.

C-3499—Delray Connecting Railway Co. and Brotherhood of Locomotive Firemen and Enginemen

The strike of this carrier commenced on September 8, 1964, over the interpretation and intended application of an agreement. The issue involved in the dispute concerned the elimination of firemen on certain locomotives. The disposition of the issue by mediation agreement between the parties, arrived at through an acceptable interpretation of meaning and intent, resulted in return to work of the employees on October 14, 1964.

A-7236—Trans Caribbean Airways, Inc. and International Brotherhood of Teamsters

On August 3, 1964, dispatcher employees of this carrier withdrew from service. The issues involved contract negotiations of rates, rules, working conditions. The withdrawal of service by the employees occurred during negotiations. On August 5, 1964, the strike was terminated and the parties, in direct conferences, resolved their dispute.

A-7184—Pan American World Airways, Inc. and Air Line Pilots Association, International, AFL-CIO

On March 31, 1965, a systemwide strike on this air carrier halted operations. On April 10, 1965, the strike was terminated. This carrier has oversea bases and the strike affected those bases. In initial negotiations and mediation, the parties had been unsuccessful in disposing of their problems involving rules, rates, and working conditions along with an amendment to a pension plan. Final efforts of both parties to this dispute with mediation assistance resulted in an acceptable disposition of the dispute.

A-7303—Quantas Airline and International Association of Machinists and Aerospace Workers.

On November 20, 1964, the service of this international air carrier was interrupted by a cessation of service of the employees. The strike terminated on November 22, 1964. The parties had been unsuccessful in reaching agreement in direct negotiations over issues including rates, rules, and working conditions. A subsequent resumption of mediation efforts and conferences by the parties resulted in resolution and disposition of the issues.

A-7114—British Overseas Airways Corp. and International Association of Machinists and Aerospace Workers

On November 27, 1964, a strike of 42 days duration occurred on this international air carrier. This dispute involved proposals for changes in contract rules, rates, and working conditions. The employees involved in this dispute, cargo assistants, cargo agents, station assistants, and station agents terminated strike action on January 7, 1965. Subsequent and intensified efforts by the parties under mediatory assistance resulted in agreement being reached on all the issues in dispute.

#### 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 substan-

tially 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. 161 (E.O. 11168) issued Aug. 18, 1964

Carriers Represented by the National Railway Labor Conference and Certain of their Employees Represented by the Railway Employes' Department, AFL-CIO, and other Cooperating Railway Labor Organizations.

Do.

No. 162 (E.O. 11169) issued Aug. 18, 1964 No. 163 (E.O. 11170) issued Aug. 18, 1964 No. 164 (E.O. 11180) issued Sept. 24, 1964

Do.

Carriers Represented by the National Railway Labor Conference and Certain of their Employees Represented by the Brotherhood of Locomotive Firemen and Enginemen.

Reports of emergency boards issued during the fiscal year are summarized in chapter V of this report. Report of Emergency Board No. 160, created in the previous fiscal year but disposed of on August 7, 1964, is also included and summarized in chapter V.

1964, is also included and summarized in chapter V.

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 resoluation of every dispute.

#### ITEMS OF SPECIAL INTEREST

The agreements, summarized and listed below, are of industrywide application and interest. These agreements were concluded, three under mediation, during the fiscal year. And there is a reflection, in varying degrees, in these agreements of the recommendations included in Reports of Emergency Boards, 160, 161, 162, 163, and 164 which are summarized in chapter V of this report. A feature common to all these agreements is the time period or "moratorium" mentioned previously in this chapter during which proposals, by either party to the agreements, relating to the subject matters resolved by such agreements will not be served.

September 25, 1964.—Representatives of shop crafts organizations and major railroads concluded an agreement embodying employee protection principles expressed in the Washington Job Protection Ageement of May 1936. Also, limitations on the subcontracting of work, advance notification to the organizations when work is to be subcontracted, limitations on usage of supervisory employees in craft work, flexibility of assignment at outlying points, coupling-inspectiontesting in yards and terminals, resolution of disputes by special boards of adjustments, and improved procedural methods designed to expedite disposition of disputes that may arise under the agreement.

January 29, 1965.—Representatives of Railroad Yardmasters of America and major railroads concluded an agreement granting \$18 monthly pay increases in each of 3 years, retroactive to January 1, 1964. Addition of one paid holiday, and a reduction of the service requirement from 25 to 20 years as qualification for a 4-week vacation. Improvements in the hospital, surgical, and medical and medical bene-

fits, as well as group life insurance were granted.

February 2, 1965.—Representatives of the American Train Dispatchers Association and major railroads concluded an agreement granting wage increases, on a monthly basis, by a percentage of 2.8 percent. These increases to be made in each of 3 years, retroactive to January 1, 1964. Also the equivalent of 36 hours, pro rata hourly rate, in lieu of premium rates for services performed on holidays, for holiday pay. Vacation benefits improved, in line with national agreements and liberalization of qualifications therefor. Hospital, surgical, medical and group life insurance benefits increased and improved for qualifying employees.

February 4, 1965.—Representatives of Machinists, Sheet Metal Workers and Electrical Workers' organizations and major railroads concluded an agreement providing hourly pay increases over a 3-year

period.

Mechanics were granted a wage increase of 9 cents per hour, retroactive to January 1, 1964, 4 percent effective January 1, 1965, and 3½

percent, effective January 1, 1966. The latter two steps of the wage increase included a skill differential. Helpers and apprentices were granted increases of 9 cents and 6 cents per hour respectively, on each of the above effective dates.

The settlement also included improvement in the holiday and vacation rules and hospital, surgical, and medical and group life insurance

plans, in line with the national pattern for railroad employees.

February 5, 1965.—Representatives of United Transport Service Employees and certain railroads concluded an agreement granting 9 cents per hour, additional to rates of pay or guarantees, for station porters. These pay increases to be applicable in each of 3 years commencing January 1, 1964. Premium pay rates for work performed on stated holidays, including employees' birthdays. Improvements were made, relating to national patterns, in vacations, and hospital,

surgical, medical and group life insurance coverages.

February 7, 1965.—Representatives of five nonoperating crafts organizations and major carriers concluded an agreement embodying employee protection principles which established natural attrition as a basis for reducing the number of railroad jobs in future years based upon a formula that combines a qualifying period to determine whether or not an employee falls within the category of a "protected" employee and the principle of the decline in business of the carriers covered coupled with an agreed upon percentage. Such formula establishes maximum limits which cannot be exceeded in reducing forces within the various crafts of employees involved. Rights of carriers to make technological, operational, and organizational changes were recognized with certain criteria established for such changes. Also moving expense, and separation allowances, under certain circumstances, was provided for affected employees. Establishment of disputes committees representing each party was also a part of the agreement.

It has been estimated that approximately 300,000 employees fall within the definition of "protected" employees who will not only be retained in service but will also have their level of compensation guaranteed. This agreement is to remain in effect until July 1, 1967, and then to continue in effect after that date unless modified in ac-

cordance with the provisions of the Railway Labor Act.

#### DEVELOPMENTS IN THE AIRLINE INDUSTRY

The number of work stoppages in the airline industry within the current fiscal year, as shown in Table 7.—Strikes, has increased over the number shown in the 30th Annual Report. This tendency may be arrested by a significant development which evolved from separate airline agreements concluded during the calendar year. Although the agreements of seven airlines were negotiated separately a uniform rate of pay of \$3.52 per hour, effective January 1, 1965, for mechanics in the top step of pay progression, was adopted by certain trunk carriers. In addition, the date of December 31, 1965, was also agreed as the common expiration date of their collective bargaining agreements.

An innovation in airline collective bargaining, as this report is being prepared, is joint carrier and organization negotiations. Five trunkline air carriers have agreed on multi-airline and union bargaining. The carriers and the International Association of Machinists and Aerospace Workers, AFL-CIO, exchanged proposals on October 1.

1965. This exchange was followed by joint negotiations on November 15, 1965, on industrywide issues. Such issues are: Rates of pay and progression steps, vacation allowance, holiday provisions, health and welfare programs, overtime rules, pension plans, hours of service, license requirement, and premiums. Both parties agreed to respect the provisions of their agreements and to observe the "status quo" requirements of the Railway Labor Act throughout the proceedings. Further, any action to change the "status quo" following exhaustion of the procedures of the Railway Labor Act, if taken, shall be a joint action by all carriers involved and if taken by the union shall be a joint action as to all carriers party to the proceeding.

Such joint negotiations represent an initial effort, by the parties, to resolve differences and standardize working conditions, insofar as

applicable on the several airlines involved.

This approach to collective bargaining was not discouraged by the governmental agencies, National Mediation Board, and Civil Aeronautics Board,\* which have responsibilities in public transportation matters and where carrier and union relationships in collective bar-

gaining can ultimately affect the public interest.

On December 11, 1964, a permanent resolution of a long-standing problem, third crew member, was agreed upon by two airline organizations and a major trunkline air carrier. The Tri-Partite Agreement evolving as a solution to this problem protected flight engineers, recognized that the basic agreement of coverage for flight engineers would be the pilots' agreement, and set forth employment qualifications for hiring future cockpit crew members. The settlement also provided for a Tri-Partite Board of Adjustment, composed of a member of each organization, a company representative, and the provision for a neutral referee, for adjustments of certain problems arising from the Tri-Partite Agreement.

#### FORM OF THE BALLOT

During the past fiscal year the Supreme Court, in the case of Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, petitioner, v. Association for the Benefit of Non-Contract Employees, 380 U.S. 650 (1965), had occasion to review and consider an amended form of ballot utilized by the Board in conducting representation elections. This amended ballot now contains the following statement:

#### INSTRUCTIONS FOR VOTING

No employee is required to vote. If less than a majority of the employees cast valid ballots, no representative will be certified.

In affirming the authority of the Board to select a ballot the majority conclusion of the Supreme Court stated:

As we have noted the District Court enjoined the Board from conducting an election with a ballot that did not permit an employee to cast a vote against collective representation. We believe this was error. Section 2, Ninth, empowers the Board to establish the rules governing elections. Moreover, it provides that in resolving representation disputes the Board is authorized "to take a secret ballot of the employees involved, or to utilize any other appropriate

<sup>\*</sup>Civil Aeronautics Board—This agency independently determined that no bar, to joint carrier and union agreement to negotiate on such basis, existed which would contravene regulations of the Civil Aeronautics Board or was opposed to any other provision of the Railway Labor Act.

method of ascertaining the names of their duly designated and authorized representatives in such manner as shall insure the choice of representatives by the employees without interference, influence, or coercion exercised by the carrier." Thus, not only does the statute fail to spell out the form of any ballot that might be used but it does not even require selection by ballot. It leaves the details to the board discretion of the Board with only the caveat that it "insure freedom from carrier interference."

## The Supreme Court further stated:

In summary, then, the selection of a ballot is a necessary incident of the Board's duty to resolve disputes. The Act expressly says as much, instructing the Board alone to establish the rules governing elections. Thus, it is clear that its decision on the matter is not subject to judicial review where there is no showing that it has acted in excess of its statutory authority.

#### 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 re-

ferred 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 303 "E" cases were docketed since the beginning of the

carias

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 1965, the Board handled 114 "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 1965 was 359. This is 53 more cases than the number docketed in the previous year; an increase of 41 representation and an increase of 15 mediation cases. Three applications for interpretations of mediation agreements were received during the fiscal year, a decrease of three over the previous year. During the 31-year period of the Board's existence, 11,426 cases have been received and docketed.

#### 2. DISPOSITION OF CASES

Table 1 further indicates that a total of 304 cases were disposed of in fiscal year 1965. Compared with 311 in the previous year, this is a decrease of 7 cases. There was an increase of 12 representation cases disposed of, 66 in 1965, 54 in 1964, but a decrease of 14 mediation cases and a decrease of 3 interpretation cases. The total of mediation cases disposed of in 1965 was 236, while the total for 1964 was 252. The total of interpretation dispositions was two for 1965, while the total was five for 1964. In the 31-year period, the Board has disposed of 11,090 cases.

## 3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

Table 3 shows that 16,216 employees were involved in 66 representation disputes in fiscal 1965. These totals are comparable to fiscal 1964 when 9,394 employees were involved in 54 disputes. Railroad employees accounted for 12,495 of the total in 43 disputes, while airline employees numbered 3,721 in 23 disputes. This reverses a 4-year trend during which time the number of airline employees involved in representation disputes exceeded the number of railroad employees involved in representation disputes.

Table 4 shows that of the total of 304 of all cases disposed of, railroad employees were involved in 233 while airline employees were involved in 71. Railroad train, engine, and yard service employees were parties to 115 cases: 20 representation, 94 mediation, and 1 interpretation of mediation agreements. Railroad clerical, office, station, and storehouse employees were involved in 23 cases: 5 representation, 17 mediation. Marine service employees were involved in nine cases, all nine were mediation cases.

In the airline industry, the same table indicates that mechanics were involved in 17 cases: 2 representation and 15 mediation. Clerical, office, stores, fleet, and passenger service employees accounted for 13 cases: 7 representation, 6 mediation. Stewardesses were parties to 10 cases: 4 representation, 6 mediation. Pilots accounted for 14 cases: 2 representation, 12 mediation.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of during fiscal 1965. Involved in the total of 66 representation cases disposed of were 72 crafts or classes covering 16,216 employees. There were 47 railroad crafts or classes numbering 12,495 employees, or 77 percent of all employees involved. Dining-car employees, train, and pullman porters were involved in 1 case, totaling 112 employees amounting to less than 1 percent of the grand total. Yard service employees accounted for 40 percent of the employees in three cases.

In the airline industry 25 crafts or classes were involved in 23 cases, covering 3,721 employees, amounting to 23 percent of the grand total. Pilots were involved in 2 cases with a like number of crafts or classes covering 60 employees, which constituted less than 1 percent of the grand total. Clerical, office, stores, fleet, and passenger service employees were involved in 5 cases, covering 2,908 employees, accounting for 18 percent of the grand total. Flight engineers were involved in 2 cases, covering 13 employees, for less than 1 percent of the grand

total.

#### 4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal 1965 totaled 261, an increase of 15 cases when compared to the total of 246 docketed the previous year. The total of cases docketed when added to 265 cases on hand at the beginning of the year, makes a total of 526 cases considered by the Board during fiscal 1965. The Board disposed of 236 mediation cases, leaving 290 pending and unsettled at

the end of the year.

Table 2 summarizes mediation cases disposed of during fiscal 1965, subdivided into method of disposition, class of carrier, and issues involved. Of the total 236 cases, 188 were railroad disputes, while 48 were airline. Mediation agreements were obtained in 135 cases; 103 railroad and 32 airline. One agreement to arbitrate was reached in the railroad industry. Cases withdrawn after mediation totaled 30: 29 railroad and 1 airline. Twenty-four cases were withdrawn before mediation: 21 railroad and 3 airline. Carriers refused to arbitrate unresolved issues in 5 cases: 2 railroad and 3 airline; the employees refused to arbitrate in 11 cases: 10 railroad and 1 airline; and both the carrier and the employees refused to arbitrate in 2 disputes: 1 railroad and 1 airline. The Board dismissed 28 cases: 21 railroad and 7 airline.

Of the total of 188 railroad cases, class I carriers were involved in 112 disputes; class II in 54; switching and terminal companies in 19;

miscellaneous carriers in 3.

Rates of pay was the main issue in 38 railroad cases, whereas in the airline industry it was the main issue in 5 of the 48 cases.

Rules was the main issue in 150 railroad cases, compared to 43 in the airline industry.

#### 5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 13,848 of the total of 16,216 employees actively participated in the outcome of 66 representation cases. Certifications based on elections were issued in 50 cases: 34 railroad and 16 airline Of the 43 railroad cases, 47 crafts or classes were involved among 12,495 employees, of which 11,377 actively participated in the selection of a representative. In the 23 airline cases, among 25 crafts or classes,

3,721 employees were involved, of which 2,471 exercised their right to cast a secret ballot.

Certification based on verification of authorizations was issued in 2 cases involving 7 employees in the railroad industry and 17 employees in the airline industry.

Cases withdrawn after investigation totaled 3, 2 railroad and 1

airline, involving 186 employees.

Four railroad cases were withdrawn before investigation involving

284 employees.

The Board dismissed seven cases: two railroad and five airline. The railroad cases involved 19 employees whereas the airline cases involved 40 arms levels

volved 40 employees.

Table 6 shows 495 railroad employees in 9 crafts or classes acquired representation for the first time. In the airline industry 222 employees in 10 crafts or classes secured representation for the first time

by means of an election.

A new representative was selected by 8,139 railroad employees in 22 crafts and classes. Of this total 468 employees in 4 crafts or classes selected a local union for their representative, whereas 7,671 employees in 18 crafts or classes retained a national organization for their collective bargaining agent. In the airline industry 311 employees in 6 crafts or classes selected a new representative, all national organizations. In the railroad industry, 3,365 employees in 5 crafts or classes retained their present collective bargaining representative following a challenge by another union. In the air transport industry, 2,133 employees in 2 crafts or classes retained their existing representation following an election challenging the incumbent union.

## III. MEDIATION DISPUTES

The Railway Labor Act is intended to provide an orderly procedure by which representatives of the carriers and employees will make and maintain agreements. Section 6 of the act outlines in detail the guidelines which must be followed when either party desires to change an agreement affecting rates of pay, rules, and working conditions. The first requirement is that a 30-day written notice of the intended change must be served upon the other party. Within 10 days after receipt of the notice of intended change, the parties shall agree upon the time and place for conference on the notice. This conference must be within 30 days provided in the notice of intended change. 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, 808 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 19 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 prooceedings 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 at 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 deplores 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 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 repre-

sentatives of their own choosing.

To insure the employees of a free choice in naming their collectivebargaining 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 estab-

lish 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. 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 authorization 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.

## <sup>1</sup>[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 literally construed to effectuate the purposes and provisions of the act.

## § 1206.8 Amendment or recission 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 limita-

tions are provided in the act governing such procedure.

Summarized below are awards rendered during the fiscal year 1965 on disputes submitted to arbitration.

Arb. 284—Western Maryland Railway Co., and Brothrhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

This matter was referred to arbitration pursuant to section 8 of the Oklahoma conditions by agreement of the parties. Francis J. Robertson was selected by the parties as the sole arbiter. Both parties presented testimony, argument, and submitted briefs at a hearing on February 28, 1964, in Baltimore, Md. Mr. A. G. Fouche and Mr. Jack Fletcher represented the organization. Mr. F. B. Plummer represented the carrier.

The question, for which answer was sought, was framed as follows: "Has the Carrier correctly computed for H. F. Snyder, Jr., the average monthly compensation and average monthly time paid during the period March 1, 1961, to February 28, 1962, within the meaning of section 4 of Oklahoma Railway Company Trustees Abandonment, 257, ICC 177?"

Western Maryland Railroad Co. acquired rights to a 13-mile stretch of tracks over the Pennsylvania Railroad System and as a result a car-float operation between two points was discontinued. A condition of approval of this acquisition by ICC was imposition of the so-called Oklahoma conditions which required that an employee displaced and placed in "a worse position with respect to his compensation and rules governing his work conditions, and so long thereafter as he is unable, in the exercise of his seniority rights under existing agreements, rules, and practice, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced" was to receive a displacement allowance.

The carrier computed the claimant's time on the average as 187 hours, 40 minutes, and his "protected" compensation as \$462.10 by

excluding a number of hours worked on certain assignments. If the claimant's compensation had been computed based on all hours worked during the test period his compensation would have been \$569.17 per month based on 217 hours, 40 minutes.

The arbitrator concluded that the words "worse position" were not synonymous with job or assignment but rather connoted status, situation, or posture; that the imposition of the Oklahoma conditions was to "assure an affected employee that his employment status insofar as compensation and working conditions were concerned would be preserved to him for the 4-year protective period.

The arbitrator held, therefore, that the answer to the question sub-

mitted was: No.

Arb. 286 (Case No. A-6195).—The Port Terminal Railroad Association and the Brotherhood of Railroad Trainmen

The board of arbitration was established by an agreement of the parties dated January 31, 1965. W. K. Hall represented the carrier; R. D. Jones represented the organization: Robert O. Boyd was designated as the neutral member of the board and selected as chairman.

The question for decision, to be answered specifically either in the

affirmative or the negative, was:

Should the parties amend Article 7 of the Yard Agreement to restore Supplemental Agreement of March 15, 1949, requiring payment of one (1) hour at pro rata rates for coupling and uncoupling airhose, and to cancel that part of agreement, Cheney Award, providing 95 cents for such service?

During the 3 days of board-conducted hearings at Houston, Tex., witnesses were heard, exhibits introduced, and arguments made. Six exhibits were offered by the Brotherhood of Railroad Trainmen. Four exhibits were offered by the carrier.

After full consideration of the evidence and arguments of counsel and upon the entire record, the arbitration board found and answered the question in the negative.

Arb. 287.—The Baltimore & Ohio Railroad Co. and the Order of Railroad Telegraphers

Members of the arbitration board were B. G. Herbig, representing the carrier; S. Z. Placksin, representing the organization; and Lloyd H. Bailer, neutral member, and chairman of the board.

The question at issue was:

Was the residence occupied by C. J. Brown at Rosewood Drive, city of Charlestown, Ind., his "home" as that term is used in article 111, section 6(a) of the agreement, signed April 30, 1963?

The issue presented to the board raised the question as to whether or not the carrier was required to protect the claimant against any losses incurred by refusal of the carrier to either purchase the residence or to reimburse claimant for any loss suffered in his sale of the residence at less than its fair value.

The claimant, a telegrapher, was required to change the point of his employment by exercise of his seniority to the position of agent-operator at Ridgway, Ill. Claimant moved his place of residence to Illinois. The carrier approved a displacement allowance for the claimant and reimbursed him the cost of moving his household goods.

The carrier's position was that claimant's residence was not a home within the meaning of section 6(a) and thus the provision was not applicable.

The residence in question was purchased as a mobile home, placed on a lot on a monthly rental basis. It was also placed on concrete supports, connected to utility outlets and finally expanded by virtue of addition of a prefrabricated (portable) room.

The organization contended that the claimant had been "adversely affected" by displacement; was required to change place of employment; that the instant residence had been converted into a stationery

house.

The board of arbitration, after review of the evidence, concluded as

The residence occupied by C. J. Brown at Rosewood Drive, city of Charlestown, Ind., was his "home" as that term is used in article 111, section 6(a) of the agreement, signed April 30, 1963.

The carrier member dissented from the award.

## 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, 1965.

EMERGENCY BOARD No. 160 (Case No. A-7030).—Carriers Represented by the National Railway Labor Conference and Certain of Their Employees Represented by the Railway Employees' Department, AFL-CIO

The Emergency Board created by Executive Order 11147, issued by the President, March 17, 1964, consisted of Saul Wallen, Boston, Mass., Chairman; Arthur M. Ross, Berkeley, Calif.; Mrs. Jean T. McKelvey, Rochester, N.Y., members.

On August 7, 1964, 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 began on October 15, 1962, when the six shopcraft organizations served section 6 notices, under the Railway Labor Act, Amended, seeking rule changes to promote stabilization of employment, to protect employees against contracting out practices of the carriers, and to protect the work of each craft or class represented by the organizations.

This Board made an effort to reduce delays in handling of the dispute by setting forth certain procedural requirements of time, presentation of argument, prescription of length of time of hearings, and designation of sites of hearings. The Board also took account that it became apparent that the organizations were really seeking to cushion the shock of technological change by providing displaced employees with some form of income or job protection. The Board analyzed the demands of the organizations in their present posture, rather than in their historic context.

Summarized below are the recommendations of the Board:

Job Protection.—The parties to agree to extend the provisions of the Washington Job Protection Agreement of 1936 to employees who are deprived of employment or placed in a "worse position" respecting compensation and working conditions because of changes adversely affecting work opportunities due to carrier imposed conditions, such as, abandonment, consolidation of facilities, contracting out of work, discontinuance of contracts, technological change, and other changes.

The parties to agree on a 90-day notification to the general chairman of the affected organization including a full disclosure of all facts and circumstances bearing on the discontinuous of the position.

The parties agree to grant to employees continued in service in a "worse position" benefits of the Washington Job Protection Agreement and a dismissal allowance to those employees dismissed from service. Allowances to protect fringe benefits, relocation, and real estate losses. Seniority to be dovetailed when work locations are transferred. Disputes to be handled by an expedited arbitration procedure.

Subcontracting.—The Carriers to agree that subcontracting of work will be done only under limited conditions such as when the required time of comple-

tion of the work cannot be met with the skills, personnel, or equipment available on the property. That criteria to be spelled out for subcontracting of work; that notification be given prior to subcontracting out of work; that disputes over application of the rule be submitted to expedited arbitration procedures.

Other recommendations of this Board proposed that corrective action be taken to decrease the amount of work performed by supervisory employees when such work is craft work and mechanics and apprentices were regularly employed.

The Board recommended that where insufficient work existed to justify employment of a mechanic in each craft those mechanics employed at outlying points perform work of any craft insofar as such

employees are capable of such work.

In addition the Board recommended the adoption of a rule that in yards or terminals where carmen are employed that such employees perform inspecting, testing of air brakes of road trains, and coupling

of air, signal, and steam hoses incidental to such inspection.

A recommendation was made that the parties adopt expedited arbitration procedures to reduce the time interval between referral of disputes and eventual disposition. The Board recommended that all other proposals and counterproposals not disposed in its six major recommendations should be withdrawn.

EMERGENCY BOARD Nos. 161, 162, AND 163 (NMB Cases Nos. A-7107; A-7127; A-7128).—Carriers represented by the National Railway Labor Conference and Certain of Their Employees Represented by the Railway Employees' Department, AFL-CIO and other Cooperating Railway Labor Organizations

The Emergency Boards created by Executive Orders 11168, 11169, and 11170, issued by the President on August 18, 1964, consisted of Richardson Dilworth, Philadelphia, Pa., Chairman; Robert J. Ables, Washington, D.C.; H. Raymond Cluster, Baltimore, Md.; Frank J. Dugan, Washington, D.C.; Lewis M. Gill, Philadelphia, Pa.; Paul D. Hanlon, Portland, Oreg.; Jacob J. Weinstein, Chicago, Ill.; the last named serving in place of John W. McConnell originally appointed but unable to serve.

This Board of seven members sat as a body on the three separate disputes involved and held hearings in Chicago, Ill. and at Wash-

ington, D.C.

The railroads involved conduct more than 90 percent of total national railroad business and employ more than 90 percent of all workers in the railroad industry. The labor organizations involved represent approximately 60 percent of the employees of the class 1 carriers, and have a total membership in excess of 400,000 including clerical, station, maintenance-of-way, shopcraft, stationary engine and boilerroom employees, telegraphers, and dining car employees.

Section 6 notices, under the Railway Labor Act, Amended, were served on May 31, 1963, to the carriers by the various unions for pay increases, improved vacations, holidays, surgical and hospital benefits, group life insurance, and stabilization of employment. The carriers filed counterproposals requesting elimination of rules, regulations, interpretations, practices, from agreements which "impeed efficient and economic operation of the railroads."

This Board attempted, as have other boards, to quicken the pace of the hearings by imposing limitations on presentations, evidence, and testimony. The Board suggested that the pattern of long delays

in both contract negotiations and grievance handling is one of the most serious irritants creating difficulties between the parties.

Recommendations of the Board:

Wage Movement.—Using May 1, 1963 as an appropriate base date from which to measure comparative wage progress the Board concluded that a general increase of 9 cents per hour is appropriate, effective January 1, 1964. The Board recommended a duration of 3 years for the life of the agreement and provided for wage increases of 9 cents per hour in the second and third year of the agreement. The Board rejected a carrier suggestion to deduct a wage equivalent of 2 cents per hour from wage increases to compensate for payments to be made by carriers to health and welfare benefits. The 9 cents per hour increase across the board was recommended for the organizations which prefer not to have differential treatment (those other than the shop crafts), and a percentage increase for the shop crafts in recognition of skilled crafts.

Rule Changes and Employee Protection.—The Board restated the principle that restrictions on management to modernize equipment, facilities, and techniques must be lifted but not at the complete or principal expense of affected employees. The principles emerging from the recommendations of Emergency Board No. 160 were provided as a good basis for settlement of the rule changes and employee potection issues in the instant dispute and were recommended for incorporation in the new agreement between the parties in this

dispute.

*Vacations*.—The Board saw no basis for changing the length of service requirement for 1- and 2-week vacations; and no change in the 15-year requirement for 3-week vacations; that the parties agree to 20 years of service as a requirement for a 4-week vacation. On minimum work requirements, to qualify for vacations, the Board concluded that no basis for recommending changes was provided by the record.

Holidays.—The Board recommended one additional paid holiday, i.e., 7 days to 8 days; that there had been no significant developments since the report of Emergency Board No. 130 which justified any further liberalization of eligibility requirements in the instant case. Neither did this Board recommend changes in requirements as to holidays falling during vacations. With respect to dining car employees the Board recommended the addition of 16 hours compensation to be added to their annual compensation thereby granting the equivalent of 2 days of vacation.

Benefits.—That the Carriers absorb the cost of group insurance in the amount of \$2,000 for retired employees, retiring on or after March 1, 1964, and for 3 years thereafter. The Board did not recommend increases in the life insurance coverage for active employees.

EMERGENCY BOARD No. 164 (NMB Case No. A-7173).—Carriers Represented by the National Railway Labor Conference and Certain of Their Employees Represented by the Brotherhood of Locomotive Firemen and Enginemen.

The Emergency Board created by Executive Order No. 11180, issued by the President on September 24, 1964, consisted of Ronald W. Haughton, Detroit, Mich., Chairman; Louis A. Crane, Detroit, Mich.; Jacob Seidenberg, Falls Church, Va.; members.

The railroads involved, in the majority, consisted of class 1 carriers, handling more than 90 percent of the nation's line-haul, terminal, and switching business. The organizations involved represent over 4 percent of the total of employees of class 1 carriers and more than 99 percent of the firemen-helpers, hostlers and hostler-helpers in passenger, yard, and freight service as well as approximately 1½ percent of the locomotive engineers employed by class 1 carriers.

This dispute originated on December 2, 1963, with the service by the organization of section 6 notices, under the Railway Labor Act, Amended, to change existing agreements effective January 15, 1964. Increases were sought in basic daily pay rates, arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly, and monthly guarantees. Daily minima on all classes of road service sought were \$40 for engineers and \$35 for firemen. The establishment of a health and welfare program and supplemental pensions was also proposed.

From March 2, 1964, prior to which date conferences between the parties had been held on individual railroads, to August 20, 1964, the parties followed a course of events leading to the formation of a board; on September 1, 1964, the organizations voted affirmatively, authorizing a strike on September 25, 1964, and on September 24, 1964, the instant Emergency Board was created by the President.

This Board considered the question of whether wages for engineers, firemen, hostlers, hostler-helpers should be increased and if so by how The organizations contended for 25 percent. The carriers maintained that no increase was necessary.

Based on consideration of the evidence, testimony, exhibits, and discussion presented, including the findings of Arbitration Board 282 as they related in relevancy to the instant issues, Emergency Board No. 164 made the following recommendations:

1. That effective June 1, 1964, all standard basic daily rates of pay for locomotive engineers represented by the Brotherhood of Locomotive Firemen and Enginemen be increased by \$1.75, and that the standard basic daily rates be further increased by an additional \$1.50 in all classes of road freight and yard service when the engine crew consists only of an engineer. The application of this increase should not apply to existing mileage rates paid for miles over 100.

2. With respect to the recommended increases for engineers, neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing

existing agreements relating to the wage rate for engineers.
3. That effective January 15, 1964, and again on February 1, 1965, standard basic daily rates of pay for firemen be increased 72 cents. cumulative increase of \$1.44 should be limited to basic rates, and should not apply to existing mileage rates paid for miles over 100.

4. With respect to the recommended increases for firemen, neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing

existing agreements relating to the wage rates for firemen.
5. That effective January 15, 1964, and again on January 1, 1965, the wage rates for all firemen, hostlers and hostler helpers paid on an hourly basis be increased nine cents an hour. This is a cumulative wage increase of 18 cents

an hour or \$1.44 a day for the two year period.

6. With respect to the recommended increases for all firemen, hostlers and hostler helpers paid on an hourly basis, neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing existing agreements relating to the wage rates for all firemen, hostlers and hostler-helpers paid on an hourly basis.

7. That effective June 1, 1964, all arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly and monthly guarantees based upon hourly or standard rates of pay for engineers be increased

commensurately with recommended general wage increases.

8. That effective January 15, 1964 and January 1, 1965, all arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly and monthly guarantees based upon hourly or standard rates of pay for all firemen, hostlers and hostler-helpers be increased commensurately with recommended general wage increases.

9. Neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing existing agreements relating to all arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly and monthly guarantees set forth in Recommendations 7 and 8 for engineers, firemen, hostlers and hostler-helpers.

10. That all other requests in the section 6 notice dated December 2, 1963

pending before this Board be withdrawn.

## 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 31-year period of 1935-65. 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 5,230 agreements are on file in the Board's office; of these, 288 are with air carriers.

In addition to the agreements indicated above, the Board received 808 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 interpre-

tion 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 agree-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 1965, the Board was called upon to interpret the terms of three mediation agreements, which added to the three requests on hand at the beginning of the fiscal year made a total of six under consideration. At the conclusion of the fiscal year two requests had been disposed of while four were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 104 cases under the provisions of section 5, second, of the Railway Labor Act, as compared to a total of over 4,000 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 com-

pensated 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 its 31-year existence the adjustment board has received 63,486 cases and has disposed of 57,240. This was a decrease of 314 over those cases on hand at the close of the previous year. Table 9, this report, shows that 1,885 cases were disposed of in fiscal 1965: 1,326 by decision and 559 by withdrawal. In the fiscal year 1965, 1,571 new cases were received compared with 1,731 received during fiscal 1964.

#### 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 59 new special boards of adjustment. Approximately 2,565 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 Thomas C. Kinsella Warren S. Lane

Geo. S. MacSwan
Raymond McElroy
J. Earl Newlin
Michael J. O'Connell
William H. Pierce
Rowland K. Quinn, Jr.
Judson L. Reeves
C. Robert Roadley
Tedford E. Schoonover
Frank K. Switzer
Luther G. Wyatt

#### REGISTER

## MEMBERS, NATIONAL MEDIATION BOARD

Name	Appointed	Ter mination
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, 1968.
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 1965 the Congress appropriated \$2,022,000 for

administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediation, \$710,366; voluntary arbitration and Emergency Boards, \$361,137; adjustment of railroad grievances, \$844,912.

Accounting of all moneys appropriated by Congress for the fiscal year 1965, 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, 490, 302
Personal benefits	77, 482
Travel and transportation of persons	208, 286
Rent, communications, and utilities	44, 608
Printing	56, 611
Other services	
Supplies and materials	12,532
Equipment	
Total	1, 916, 415
Unobligated balance	

Amount available 2,022,000

## APPENDIX A

## NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

CONWAY, C. A., Chairman

KIEF, C. E., Vice Chairman

BAGWELL, C. E.	LEVIN, K.	
BARNES, C. R.	LOSEY, T. E.	
Black, R. E. <sup>1</sup>	McDermott, E. J.	
Bordell, H. V.	MATHIEU, J. R. <sup>3</sup>	
Braidwood, H. F. M. <sup>2</sup>	MEYERS, W. R.	
Burtness, H. W.	MILLER, D. A.	
BUTLER, F. P.	Myles, A. E.4	
Buuck, G. L.	ORNDORFF, GERALD	
Carlisle, J. E.	RYAN, W. J.	
CARTER, P. C.	STENZINGER, R. E.	
DEANE, A. H.	STRUNCK, T. F.	
Dugan, D. S.	TAHNEY, J. P.	,
HAGERMAN, H. K.	VANDER HEI, S. <sup>5</sup>	
Horsley, E. T.	WACHOWIAK, R. H.	
Humphreys, P. R.	WHITE, G. C.	
Jones, W. B.	WHITEHOUSE, J. W.	
KOHLER, H. C.	ZINK, J. B.	
Suppleme	ental Board	
ALTUS, W. W.	MANOOGIAN, C. H.6	
DEROSSETT, R. A.	NAYLOR, G. L.	
EUKER, W. F.	ROBERTS, W. M.	
HACK, R. H.	WATKINS, D. E.	
HARPER, H. G.	WILLEMIN, J. M.	
· ·· · · · · · · · · · · · · · · · ·	, , , , , , , , , , , , , , , , , , , ,	
Accounting for all moneys appropriated b to the authority conferred by "An Act May 20, 1926."  [Approved Regular appropriation: National Reportion of salaries and expenses, Na	June 21, 1934] ailroad Adjustment Board's	5, pursuant 6, approved \$819, 000
Supplemental appropriation	donar Mediadon Board	15, 000
Supplemental appropriation  Transferred from National Mediation	Board for First Division Fire-	10, 000
men's Supplemental Board		11,000
	_	
Total		845,000
Expenditures:		
Salaries of employees	\$430, 527	
Salaries of referees	254, 975	
Personnel benefits	36, 496	
Travel expenses (including referees	40, 734	
Transportation of things	393	
Communication services	13, 437	
Printing and reproduction	51, 961	
Other contractual services	4, 808	
Supplies and materials Equipment	6, 460 5, 121	
ndarbment.	3, 121	
Total expenditures		844, 912
Unexpended balance		88

<sup>&</sup>lt;sup>1</sup> Replaced W. H. Castle.
<sup>2</sup> Replaced C. H. Manoogian.
<sup>5</sup> Replaced J. R. Wolfe.

<sup>4</sup> Replaced H. J. Reeser. 5 Replaced B. W. Fern. 6 Replaced R. E. Black.

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

	saturies, and		
Name	Title	Salary paid	Duties
Howard, Leland	Administrative officer	\$14, 630. 16	Subject to direction of Board, administers its governmental
Dillon, Mary E	Secretary	7, 693. 44	affairs. Secretarial, accounting, and audit-
Burch, Newton C	Clerkdo	710. 40 3, 981. 00	ing. Clerical. Do.
	FIRST DIVI	SION	
Killeen, Eugene A	Executive secretary	\$10, 955. 52	Administration of affairs of division
Bathurst, P. E.	Secretary (confiden- tial assistant).	5, 231. 04	and subject to its direction. Secretarial, stenographic, and cleri- cal.
Benard, Yolanda E Cerrito, Theresa R Eliwanger, D. M Fisher, Doris S Fostof, Evelyn F Gast, Joan E Howat, Helen S Morgan, Ruth B Roudebush, Ethel A Smith, Joan M Williams, Margaret Bathurst, P. E	do	6, 720, 24 753, 92	Do. Do.
Eliwanger, D. M	do	7, 680. 48	Do.
Fisher, Doris S	do	6, 866, 64	Do.
Fostof, Evelyn F	do	7, 271. 44	Do.
Gast, Joan E	<u>d</u> o	768.24	Do.
Morgan Ruth R	do	6,678,48	Do. Do.
Roudebush, Ethel A	do	7, 469, 52	Do.
Smith, Joan M	do	7, 471, 92	Do.
Williams, Margaret	do	7,075.20 7,469.52 7,471.92 7,462.32	Do.
Batnurst, P. E	trative assistant).	1, 844. 16	Do.
Dever, Nancy J	Clerk-stenographer	184, 32	Stenographic and clerical.
Cerrito, Theresa.	do	793. 60	Do.
Dolan, Avis A	Secretary (adminis-	5, 456. 08	Secretarial, stenographic, and cleri-
		1 405 00	cal.
Eggert, Marilyn Michalik, Francis	Clerk-stenographer	1, 495. 20 3, 836. 14	Stenographic and clerical. Clerical.
Flakus, James T.	do	254.88	Do.
Abernethy, Byron R.: 411/4 days at \$100 per day.		\$4, 125. 00	Sat with division as member to make awards, upon failure of division to agree or secure major-
Anrod, Charles W.: 48 days at		4, 800. 00	ity vote.  Do.
\$100 per day. Boyd, Robert O.: 8 days at		800.00	Do.
\$100 per day. Daugherty, Carroll R.: 7½ days at \$100 per day.		750.00	Do.
Davey, Harold W.: 10½ days		1, 050. 00	Do.
at \$100 per day. Larkin, John Day: 22½ days		2, 250. 00	Do.
at \$100 per day Moore, Preston J.: 39¾ days at \$100 per day.		3, 975, 00	Do.
	SECOND DIV	ISION	
Sassaman, H. J.	Executive secretary	\$9, 691. 32	Administration of affairs of division
Sassaman, H. J	Secretary (confiden-	\$9, 691. 32 3, 224. 32 1, 128. 88	Administration of affairs of division and subject to its direction. Do. Secretarial, stenographic, and clerical.
Sassaman, H. J	Secretary (confidential assistant)do	3, 224. 32	and subject to its direction. Do.
McCarthy, C. C	Secretary (confidential assistant).  Go. Secretary (administrative assistant). Secretary (confidential confidential confid	3, 224. 32 1, 128. 88 6, 484. 32	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do.
McCarthy, C. C	Secretary (confidential assistant).  do. Secretary (administrative assistant). Secretary (confidential assistant).	3, 224. 32 1, 128. 88 6, 484. 32 7, 471. 92 7, 680. 48 7, 680. 48	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do.
McCarthy, C. C	Secretary (confidential assistant). do. Secretary (administrative assistant). Secretary (confidential assistant).	3, 224. 32 1, 128. 88 6, 484. 32 7, 471. 92 7, 680. 48 7, 680. 48 6, 060. 00	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do. Do. Do.
McCarthy, C. C	Secretary (confidential assistant). do. Secretary (administrative assistant). Secretary (confidential assistant).	3, 224. 32 1, 128. 88 6, 484. 32 7, 471. 92 7, 680. 48 6, 060. 00 6, 194. 16	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do. Do. Do. Do. Do. Do. Do
McCarthy, C. C	Secretary (confidential assistant). do. Secretary (administrative assistant). Secretary (confidential assistant).	3, 224. 32 1, 128. 88 6, 484. 32 7, 471. 92 7, 680. 48 6, 060. 00 6, 194. 16 7, 680. 48	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do. Do. Do. Do. Do. Do. Do
McCarthy, C. C	Secretary (confidential assistant). do. Secretary (administrative assistant). Secretary (confidential assistant).	3, 224. 32 1, 128. 88 6, 484. 32 7, 471. 92 7, 680. 48 6, 060. 00 6, 194. 16 7, 680. 48 4, 818. 96	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do. Do. Do. Do. Do. Do. Do
McCarthy, C. C. Bulis, Eugenia.  Burnett, B. J. Lamborn, D. T.  Lindberg, R. L.  Groble, Agatha E. Lisitza, Nessa. Loughrin, C. A. Shaughnessy, M. V. Stanger, Dianne. Thomas, Cecelia.	do	3, 224, 32 1, 128, 88 6, 484, 32 7, 471, 92 7, 680, 48 6, 060, 00 6, 194, 16 7, 680, 48 4, 818, 96 7, 471, 92 7, 680, 48	and subject to its direction. Do. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do. Do. Do. Do. Do. Do. Do
McCarthy, C. C. Bulis, Eugenia  Burnett, B. J. Lamborn, D. T.  Lindberg, R. L.  Groble, Agatha E. Lisitza, Nessa. Loughrin, C. A. Shaughnessy, M. V. Stanger, Dianne. Thomas, Cecelia.	do	3, 224, 32 1, 128, 88 6, 484, 32 7, 471, 92 7, 680, 48 6, 060, 00 6, 194, 16 7, 680, 48 4, 818, 96 7, 471, 92 7, 680, 48	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do. Do. Do. Do. Do. Do. Do
McCarthy, C. C. Bulis, Eugenia  Burnett, B. J. Lamborn, D. T.  Lindberg, R. L.  Groble, Agatha E. Lisitza, Nessa. Loughrin, C. A. Shaughnessy, M. V. Stanger, Dianne. Thomas, Cecelia. Vought, Marcella. Williams, Dorothy. Brasch, Rosemarie	Secretary (confidential assistant).  - do. Secretary (administrative assistant). Secretary (confidential assistant).  - do do.	3, 224, 32 1, 128, 88 6, 484, 32 7, 471, 92 7, 680, 48 6, 060, 00 6, 194, 18 7, 680, 48 7, 680, 48 7, 680, 48 7, 680, 48 5, 366, 00	and subject to its direction.  Do.  Secretarial, stenographic, and clerical.  Do.  Do.  Do.  Do.  Do.  Do.  Do.  D
McCarthy, C. C. Bulis, Eugenia  Burnett, B. J. Lamborn, D. T.  Lindberg, R. L.  Groble, Agatha E. Lisitza, Nessa. Loughrin, C. A. Shaughnessy, M. V. Stanger, Dianne. Thomas, Cecelia.	Secretary (confidential assistant).  - do. Secretary (administrative assistant). Secretary (confidential assistant).  - do do.	3, 224, 32 1, 128, 88 6, 484, 32 7, 471, 92 7, 680, 48 6, 060, 00 6, 194, 16 7, 680, 48 4, 818, 96 7, 471, 92 7, 680, 48	and subject to its direction. Do. Secretarial, stenographic, and clerical. Do. Do. Do. Do. Do. Do. Do. Do. Do. Do

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

## REFEREES

Name	Title	Salary paid	Duties
Anrod, Charles W.: ¼ day at \$100 per day.		\$25.00	Sat with division as member to make awards, upon failure of division to agree or secure ma- jority vote.
Daly, J. Harvey: 133¾ days at \$100 per day.		13, 375. 00	Do.
Johnson, Howard A.: 82% days I		8, 275. 00	Do.
at \$100 per day.  McDonald, Joseph M.: 241/4 days at \$100 per day		2, 425. 00	Do.
days at \$100 per day.  Seff. Bernard J.: 64½ days at \$100 per day.  Seidenberg, Jacob: 2 days at \$100 per day.		6, 450. 00	Do.
Seidenberg, Jacob: 2 days at		200.00	Do.
Whiting, Dudley E.: 40 days at \$100 per day.		4, 000. 00	Do.
Williams, Peyton M.: 321/2 days at \$100 per day.		3, 250. 00	Do.
	THIRD DIV	SION	
Schulty, S. H.	Executive secretary	\$11, 354. 88	Administration of affairs of division
Balskey, C. V	-	7, 680. 48	and subject to its direction. Secretarial, stenographic, and clerical.
Carley, Y. V.——————————————————————————————————	do	6,678.48	Do. Do.
Frey, Catherine	do	6, 678. 48 7, 471. 92	Do. Do.
Glenn, Allise N	do	7, 471. 92 7, 680. 48 6, 799. 44	Do.
LaChance, K. V Paulos, Angelo	Administrative As-	6, 799. 44 6, 676. 32	Do. Clerical.
Schiller, Betty	sistant. Secreatry (confidential assistant.)	6, 331. 52	Secretarial, stenographic, and clerical.
Swanson, Ronald	do	7, 486. 32 7, 471, 92	Do. Do.
Vorphal, Joan A	do	7, 471. 92 7, 283. 76	Do.
Vorphal, Joan A Czerwonka, V. C Geltis, K. M	do Clerk (typing) Clerk-stenographer	5, 402. 16 732. 06	Typing and clerical. Stenographic and clerical.
Telma, Loretta A	do	5, 170, 80	$\mathbf{Do}$ .
Stevens, JaniceVogt, Frank J	Clerk-typist	4, 237. 20 4, 945. 20	Typing and clerical. Clerical.
	REFERE	es .	
Bailer, Lloyd H.: 42 days at \$100 per day.		\$4, 200. 00	Sat with division as member to make awards, upon failure of division to agree or secure ma-
Coburn, William H.: 119 days at \$100 per day. Dolnick, David: 2 days at \$100		11, 900. 00	jority vote. Do.
ner day		200.00	Do.
Dorsey, John H.: 132% days at 1		13, 275. 00	Do.
\$100 per day. Engelstein, Nathan: 104 days at \$100 per day.	***************************************	10, 400. 00	Do.
Engelstein, Nathan: 104 days at \$100 per day. Hall, Levi M.: 77½ days at \$100 per day. Hamilton, Donald E.: 112¾ days at \$100 per day.		7, 750. 00	Do.
Slov per day.  Hamilton, Donald E.: 11234  days at \$100 per day.  Ives, George S.: 1814 days at \$100 per day.  Kornblum, Daniel: 60 days at		11, 275. 00	Do.
Ives, George S.: 18½ days at \$100 per day.		1,850.00	Do.
\$100 per day.		6, 000. 00	Do.
O'Gallagher, Kieran P.: 65 days at \$100 per day.		6, 500. 00	Do.
days at \$100 per day.  Seff, Bernard J.: 11½ days at \$100 per day.		1, 150. 00	Do.
		1,025.00	Do.
at \$100 pr day. Yagoda, Louis: 42 days at \$100 per day.		4, 200. 00	Do.

## $\begin{array}{cccc} Organization{--National} & Railroad & Adjustment & Board, & Government & employees, \\ & salaries, & and & duties{--}Continued \\ \end{array}$

## THIRD DIVISION SUPPLEMENTAL BOARD

Name,	Title	Salary paid	Duties
Arnold, E. L	Secretary	\$6, 237. 36	Secretarial, stenographic, and
Bulis Eugenia	do	5, 737. 76	clerical. Do,
Bulis, Eugenia Erickson, Lois H	do	6, 678, 48	Do. Do.
Jonda, Ágnes G	do	6, 289. 52	Do.
			Secretarial, stenographic, and
Hiehel Marian R	do	6, 114. 96	clerical. Do.
Johnson, Carol A	do	1, 121. 25	Do.
Knight, Sharon J	do	3, 331. 12	Do.
Musage, Margaret A	do	2, 910. 00 6, 620. 32	Do. Do.
Sullivan, Josephine	do	6, 550. 48	Do. Do.
Hiebel, Marian R Johnson, Carol A Knight, Sharon J Musage, Margaret A Steele, Beverly M Sullivan, Josephine Swider, Alice M	do	6, 411. 52	$\mathbf{D_0}$ .
	REFERE	ES	
Ables, Robert J.: 591/4 days at \$100 per day.		\$5, 925. 00	Sat with division as member to make awards, upon failure of division to agree or secure majo
Dolnick, David: 8 days at \$100 per day.		800.00	ity vote. Do.
Dorsey, John H.: 21½ days at \$100 per day.		2, 150. 00	$D_0$ .
Engelstein, Nathan: 60 days at \$100 per day.		6, 000. 00	$D_0$ .
Hall, Levi M.: 541/4 days at 100 per day.		5, 425. 00	Do.
Hamilton, Donald E.: 5814 days at \$100 per day.		5, 850. 00	Do.
House, Daniel: 87¼ days at \$100 per day.		8, 725. 00	Do
Hutchins, Ross: 99 days at \$100 per day.		9, 900. 00	Do.
McGovern, John J.: 175½ days at \$100 per day. Mesigh, Herbert J.: 52½ days		17, 550. 00	Do.
Mesigh, Herbert J.: 52½ days at \$100 per day. Moore, Preston J.: 56½ days at		5, 250. 00	Do.
at \$100 per day.		5, 650. 00	Do.
Reagan Francis M.: 35 days at \$100 per day.		3, 500. 00 375. 00	Do.
Rinehart, Jim A., Sr.: 3¾ days at \$100 per day. Sheridan, Phillip: 9 days at		900.00	Do.
\$100 per day. West, Lee R.: 85½ days at \$100		8, 550. 00	Do.
per dev		1, 425. 00	D <sub>0</sub> .
Williams, Peyton M.: 1414 days at \$100 per day. Wolf, Benjamin H.: 8834 days		8, 875. 00	Do.
at \$100 per day. Zack, Arnold: 77½ days at \$100		7, 750. 00	Do.
per day.			
	FOURTH DIV	ISION	
Pope, Patrick V	Exceutive secretary	\$11, 705. 76	Administration of affairs of dvision and subject to its
Adams, Henrietta	tial assistant).	7, 680. 48	direction. Secretarial, stenographic, and clerical.
Humfreville, Muriel	Secretary (adminis- trative assistant).	7, 680. 48	Do.
Tichacek, James	Secretary (confiden- tial assistant).	535. 44	Do.
Zimmerman, R. H	do	7, 209. 44	Do.
	REFEREES		
Dolnick, David: 70 days at \$100 per day.		\$7, 000. 00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Seidenberg, Jacob: 37 days at		3, 700. 00	Do.
\$100 per day. Weston, Harold M.: 42 days at		4, 200. 00	Do.

#### FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

## 433 West Van Buren Street, Chicago, Ill. 60607

## ORGANIZATION OF THE DIVISION, FISCAL YEAR 1964-65

## H. W. BURTNESS, Chairman G. L. BUUCK, Vice Chairman

H. V. Bordwell	W. R. MEYERS
J. E. CARLISLE	Don A. Miller
B. W. FERN 1	A. E. MYLES <sup>2</sup>
E. T. Horsley	H. J. REESER <sup>8</sup>
K. Levin	S. VANDER HEI

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 1964-65; classified according to carrier party to submission

	p		
Number	of cases	Number of c	ases
Name of carrier doci	keted	Name of carrier Number of cocketed	ļ
Akron & Barberton Belt	1	Delaware & Hudson	67
Alabama Great Southern	1	Denver & Rio Grande Western	10
Atchison, Topeka & Santa Fe-	8		
Atlantic Coast Line		Elgin, Joliet & Eastern	11
		Erie-Lackawanna	6
Baltimore & Ohio	4	Ene-Backawanna	U
Belt Railway of Chicago		The day the Area Count	
Boston & Maine		Florida East Coast	$rac{4}{2}$
		Fort Worth & Denver	2
Central of Georgia	29		
Central Vermont		Grand Trunk Western	- 3
Chesapeake & Ohio		Great Northern	12
Chicago & Eastern Illinois		Gulf, Colorado & Santa Fe	12
Chicago & Illinois Midland		Gulf, Mobile & Ohio	1
Chicago & North Western		,	
Chicago, Burlington & Quincy		Illinois Central	1
Chicago, Milwaukee, St. Pau	1 &	Illinois Terminal	
Pacific	3	Indiana Harbor Belt	2
Chicago River & Indiana		Indiana Harbor Bert	4
Chicago, Rock Island & Pacifi			
Chicago, St. Paul, Minneapoli		Kansas City Southern	4
Omaha		Kentucky & Indiana Terminal	1
Chicago, West Pullman &			
Southern	1	Long Island	1
Cincinnati, New Orleans & Te	xas	Louisiana & Arkansas	1
Pacific		Louisville & Nashville	10

Retired Dec. 31, 1964.

<sup>Succeeded Mr. Reeser Sept. 1, 1964.
Retired Aug. 31, 1964.
Succeeded Mr. Fern Feb. 1, 1965.</sup> 

# Cases docketed fiscal year 1964-65; classified according to carrier party to submission—Continued

		· · · <del></del>	
Number of c Name of carrier docketed		Number of carrier Number docker	
Maine Central, Portland Ter-	•	Savannah & Atlanta	
minal	1	Seaboard Air Line	
Missouri Pacific	4	Soo Line	11
	-	South Buffalo	1
New York Central	5	Southern Pacific-Pacific-	
New York, Chicago & St. Louis	20	Southern Pacific-Texas & Lor	
New York, New Haven and Hart-		siana	
ford	1	Southern	
Norfolk & Western	7	Southern	10
Northern Pacific	$\dot{2}$	Terminal RR. Association of S	<b>2</b> +
Northern Pacific Terminal of		Louis	
Oregon	7	Douis	4
_		Union Pacific	3
Pacific Coast	1	Union RR. Co. (Pittsburgh)	
Pennsylvania	4	Onion itit. Co. (Tittsburgh)	1
Philadelphia, Bethlehem & New		Wabash	7
England	4	Western Maryland	3
Pittsburgh & Ohio Valley	1	Western Pacific	3 1
Richmond, Fredericksburg & Po-		Western Railway of Alabama_	I
tomae	26	Vorm orginarium C. Nomble	-
~	_	Youngstown & Northern	1
Sacramento Northern	1_		
St. Louis-San Francisco	7	Total	564
	subm	ission	
Num of c			Number of cases
Name of organization dock	uses eted		ocketed
Conductors	61	Firemen-trainmen	2
Conductors-trainmen	3	Individual	
Engineers	49	Switchmen	
Engineers-firemen	2	Trainmen	
Engineers - firemen - conductors-	_	USWA	
·trainmen	1		
Firemen	$12\bar{0}$	Total	564
Firemen-conductors-trainmen	1		

## SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD 220 South State Street, Chicago, Ill. 60604

## MEMBERSHIP -

W. B. Jones, Chairman C. E. Bagwell H. F. M. Braidwood <sup>1</sup> F. P. Butler H. K. Hagerman E. J. McDermott, Vice Chairman P. R. Humphreys T. E. Losey R. E. Stenzinger J. B. Zink

Marmhan

C. C. McCarthy, Executive Secretary 2

#### JURISDICTION

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

### Carriers party to cases docketed

37...... 3....

Nun of c			nber ases
Atchison, Topeka and Santa Fe	4000	Erie-Lackawanna RR. Co	3
Ry. Co	9	Florida East Coast Ry. Co	ĭ
Atlantic Coast Line RR. Co	6	Great Northern Ry. Co	$1\overline{4}$
Baltimore & Ohio Chicago Ter-	v	Gulf, Colorado & Santa Fe Ry.	
minal RR. Co	1	Co	1
Baltimore & Ohio RR. Co	$\hat{5}$	Gulf, Mobile & Ohio RR. Co	4
Bessemer & Lake Erie RR Co	1 .	Harbor Belt RR. Co	î
Boston & Maine RR. Co	ī	Houston Belt & Terminal Ry. Co_	$\bar{2}$
Central of Georgia Ry. Co	î	Illinois Terminal RR. Co	ī
Central of Georgia Ry. Contral RR. Co. of New Jersey.	ī	Kansas City Southern Ry. Co	$\tilde{4}$
Chesapeake & Ohio Ry. Co	$1\overline{2}$	Kansas City Terminal Co	ī
Chicago & Eastern Illinois RR.		Kentucky & Indiana Terminal	_
Co	1	RR	1
Chicago & North Western Ry. Co.	ĩ	Lehigh Valley RR. Co	$\bar{5}$
Chicago, Burlington & Quincy	_	Long Island RR. Co	1
RR. Co.	4	Louisville & Nashville RR, Co	5
Chicago Great Western Ry. Co	î	McCloud River RR. Co	í
Chicago, Milwaukee, St. Paul &	_	Memphis Union Station Co	ī
Pacific RR. Co	5	Midland Valley RR. Co	$\bar{2}$
Chicago, Rock Island & Pacific	ŭ	Missouri Pacific RR. Co	8
RR. Co	5	Monongahela Connecting RR. Co.	ĭ
Cincinnati, New Orleans & Texas		New Orleans Union Passenger	_
Pacific RR. Co	3	Terminal	1
Cincinnati Union Terminal Co	ĭ	New York Central RR. Co	7
Clinchfield RR. Co	1	New York, Chicago & St. Louis	•
Delray Connecting R.R. Co	ī	RR. Co	1
Denver & Rio Grande Western		New York, New Haven & Hart-	_
RR. Co	1	ford RR. Co	10
Detroit, Toledo & Ironton RR.		Norfolk & Western Ry. Co	4
Co	3	Northern Pacific Terminal Co. of	
Duluth, Missabe & Iron Range		Oregon	1
Rv. Co	1	Northwestern Pacific RR. Co	1
Duluth, Winnipeg & Pacific Ry.		Pennsylvania RR. Co	7
Co	2	Pittsburgh & Lake Erie RR. Co	1
Elgin, Joliet & Eastern Ry. Co	3	Pullman Co., The	6

<sup>&</sup>lt;sup>1</sup> Replaced C. H. Manoogian. <sup>2</sup> Replaced Harry J. Sassaman.

### Carriers party to cases docketed-Continued

Num of ca		Number of cases
Reading Co., The	4	Southern Railway Co 10
St. Louis-San Francisco Ry. Co	3	Spokane, Portland & Seattle Ry.
St. Louis Southwestern Ry. Co	<b>2</b>	Co 1
Seaboard Air Line RR. Co	2	Union Pacific RR. Co 3
Southern Pacific Co. (Pacific		Washington Terminal Co 1
Lines)	8	Western Maryland Ry. Co 2
Southern Pacific Co. (Texas &		
Louisiana Lines)	3	Total 205

### Organizations, etc., party to cases docketed

Federated trades  Brotherhood Railway Carmen of America  International Brotherhood of Electrical Workers  International Association of Machinists  International Brotherhood of Firemen, Oilers, Helpers Roundhouse and Railway Shop	109 28	Transport Workers Union of America—Railroad Division——Individually submitted cases, etc————————————————————————————————————	2 16 1 1
Laborers	15	Total 20	05

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, 24 in number, arose during the fiscal year ending June 30, 1965, 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,

1965:

Claude Johnson, New York Central RR. Co.; laborer. William C. Velasquez, Port Terminal Railroad Association; carman. Albert W. Schey, Atchison, Topeka & Santa Fe Ry. Co.; carman. Harold L. Keown, New York Central RR. Co.; carman. Vito Simonetti, Chesapeake & Ohio Ry. Co.; carman. C. H. Trotter, New York Central RR. Co.; car inspector. T. B. Cecil, Norfolk & Western Ry. Co.; sheet metal worker. T. F. Maykuth, Northern Pacific Ry. Co.; machinist. Henry Jasinski, New York Central RR. Co.; laborer. J. J. Servello, Pennsylvania RR. Co.; sheet metal worker. George P. Conklin, Pennsylvania RR. Co.; electrician. Ernest Banuelos, Southern Pacific Co.; machinist. H. P. Gunther, New York, New Haven & Hartford RR. Co.; electrician. H. M. McKenna, New York Central RR. Co.; electrician. Delmar Roy Justice, Houston Belt & Terminal Ry. Co.; carman. J. E. Abdon, et al., Chesapeake & Ohio Ry. Co.; blacksmiths.

Forest Dawkins, Clinchfield RR. Co.; laborer, firemen and oiler. H. E. Carson, not shown.

L. Garritano, Norfolk & Western Ry. Co.; carman. Frank X. Irwin, Erie-Lackawanna RR. Co.; electrician.

J. Merrill Stillwell, Baltimore & Ohio RR. Co.; machinist. Edward E. Barnes, Norfolk & Western Ry. Co.; electrician.

W. T. Parker, Jr., Pennsylvania Reading Seashore Lines; carman. Charles H. Washington, Western Maryland Ry. Co.: coach cleaner.

## THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

## 220 South State Street, Chicago, Ill. 60604

D. S. DUGAN, Chairman	C. E. KIEF
J. W. WHITEHOUSE, Vice Chairman	H. C. KOHLER
C. R. BARNES	GERALD ORNDORFF
R. E. Black	T. F. STRUNCK
P. C. CARTER	G. C. WHITE
W. H. CASTLE 1	

#### SUPPLEMENTAL BOARD

G. L. NAYLOR, Chairman	H. G. HARPER
W. W. Altus, Vice Chairman	C. H. MANOOGIAN
R. E. BLACK, <sup>2</sup>	W. M. Roberts
R. A. DEROSSETT	D. E. WATKINS
W. F. EUKER	J. M. WILLEMIN
R H HACK	

#### JURISDICTION

Third Division: To have jurisdiction over disputes involving station, tower, and telegraph employees, train dispatchers, maintenance of way men, clerical employees, freight handlers, express, station and store employees, signalmen, sleeping car conductors, sleeping car porters and maids, and dining car employees. This division shall consist of 10 members, 5 of whom shall be selected by the carriers and 5 by the national labor organizations of employees (pars. (h) and (c), sec. 3, First, Railway Labor Act, 1934).

#### STANLEY H. SCHULTY, Executive Secretary

#### Carriers party to cases docketed

O W. I VOI O P			
Num of co		Num of ce	
Alabama Great Southern	1	Chicago, Milwaukee, St. Paul	
Alabama Great Western	ī	& Pacific	27
Alton & Southern	$\overline{2}$	Chicago, Rock Island & Pacific	
Atchison, Topeka & Santa Fe	10	Chicago Union Station	1
Atlantic Coast Line	11	Cincinnati, New Orleans & Texas	
		Pacific	2
Baltimore & Ohio	4	Cincinnati Union Terminal	3
Baltimore & Ohio (Chicago Ter-		Clinchfield	1
minal)	1	Colorado & Southern	3
minal) Belt Railway of Chicago	4		
Bessemer & Lake Erie	1	Delaware & Hudson	4
Board of Trustees of the Galves-		Denver & Rio Grande Western	9
ton Wharves	1	Denver Union Stock Co	ĭ
Boston & Maine	5	Detroit & Toledo Shore Line	1
Butte, Anaconda & Pacific	1	Detroit, Toledo & Ironton	1
24000, 1114001144 & 14011011111	-	Duluth, Missabe & Iron Range	4
Central of Georgia	59	Duluch, Missabe & 110h Mange	_
Central RR. Co. of New Jersey	1	East Dortland Engight Morminal	1
		East Portland Freight Terminal	
Chesapeake & Ohio	4	Elgin, Joliet & Eastern	14
Chicago & North Western	3	Erie-Lackawanna	16
Chicago, Burlington & Quincy	9		
Chicago Great Western	2	Fort Worth & Denver	5

<sup>&</sup>lt;sup>1</sup> R. E. Black replaced W. H. Castle Sept. 1, 1964. <sup>2</sup> C. H. Manoogian replaced R. E. Black Sept. 1, 1964.

## Carriers party to cases docketed—Continued

	mber cases		mber cases
Georgia & Florida	5	Pennsylvania	
Grand Trunk Western	5	Pennsylvania-Reading Seashore	2
Great Northern	19	Dullman	14
Gulf, Colorado & Santa Fe	19	Pullman	14
Gulf, Mobile & Ohio	$\overset{1}{2}$	Quanah, Acme & Pacific	1
Houston Belt & Terminal	3	Railway Express Agency	4
Illinois Central	9	Reading Richmond, Fredericksburg & Po-	. 4
Illinois Terminal		tomac	
innois iciminati	1	St. Louis-San Francisco	$\frac{2}{17}$
Joint Texas Division-C.R.I. & P		St. Louis Southwestern	
Ft. W. & D. (BUR-RI)	2	San Manuel Arizona	
Ft. W. & D. (BUIL-III)	2		
Kansas City Southern	1	Seaboard Air Line	$\frac{5}{7}$
Kansas City Terminal	10	Soo Line	
Kansas, Oklahoma & Gulf	10	Southern Parida (Parida Lina)	34
,	_	Southern Pacific (Pacific Lines) - Southern Pacific (Texas & Louisi-	55 -
Lake Terminal	1	ana Lines)	7
Lehigh & Hudson	1	Spokane, Portland & Seattle	4
Lehigh Valley	5	T	
Long Island	4	Tennessee Central	12
Los Angeles Union Passenger Ter-	0	Terminal RR. Association of St.	
minal	2	Louis	3
Louisville & Nashville	10	Terminal Railway Alabama State Docks	1
Midland Valley	1	Texas & Pacific	3
Missouri-Kansas-Texas	4	Texas Mexican	1
Missouri Pacific	40	Toledo Peoria & Western	1
Monon	<b>2</b>		
	_	Union Pacific	5
New Orleans Public Belt	1	Union Railroad Co	3
New York Central	19	Union Terminal Co	1
New York, Chicago & St. Louis New York, New Haven & Hart-	2	Union Terminal Co. of Dallas	
ford	9	Valdosta Southern	2
Norfolk & Western	15		_
Norfolk Southern	3	Wabash	
Northern Pacific	4	Western Maryland	4
Northwestern Pacific	1	Western Pacific	3
Pacific Car Demurrage Bureau	1	Total	693
Pacific Fruit Express Company	1		
Organization	ıs party	to cases docketed	
Amorican Musin Dispotchers 4-		Toint Council of Dining Co-	
American Train Dispatchers As-	10	Joint Council of Dining Car	29
sociation	12	Employes	29
Brotherhood of Maintenance of	=0	Transportation Communication	
Way Employes	79	Employees Union (formerly the	054
Brotherhood of Railroad Signal-		Order of RR. Telegraphers)	257
men	<b>7</b> 5	Order of Railway Conductors &	4 5
Brotherhood of Railroad Train-	_	Brakemen (Pullman System)	15
men	5	United Transport Service Em-	-
Brotherhood of Railway and		ployees	1
Steamship Clerks, Freight		Miscellaneous class of employees.	9
Handlers, Express and Sta-	000	makal	602
tion Employes	206	Total	003
Brotherhood of Sleeping Car	-		
Porters	5		

# FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD 220 South State Street, Chicago, Ill. 60604

C. A. CONWAY, Chairman
R. H. WACHOWIAK, Vice Chairman
A. H. DEANE
J. R. MATHIEU¹
W. J. RYAN
J. P. TAHNEY

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

Nun of c			mber cases
Atchison, Topeka & Santa Fe Ry.  Co	8 1 1 5 1 5 3 1 1 1 1 1 1 2 2	Illinois Central RR. Co Kelly's Creek RR. Co Louisville & Nashville RR. Co New York Central RR. Co New York, New Haven & Hartford RR. Co Norfolk & Western RR. Co Pennsylvania Railroad Co Pittsburgh & Lake Erie RR Port Terminal RR. Association Reading Co St. Louis-San Francisco Ry. Co Southern Pacific Co. (Pacific Lines) Southern Ry. Co Union Pacific RR Union Railway (Memphis) Union Stock Yards of San Antonio Wabash RR. Co Washington Terminal Co	1 1 1 2 17 5 3 10 2 1 5 1 6 7 4 1 1 1 3
Grand Trunk Western RR. Co Great Northern Ry	4 1	Total	109
$Organizations\_Em$	ployees	s party to cases docketed	
Amalgamated Meat Cutters and Butchers Workmen of North America, AFL, Stockhandlers Local Union No. 85	1 1 18	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees	1 1 3
ances of Way Supervisors	.2	Pacific	1

<sup>&</sup>lt;sup>1</sup> Appointed effective July 15, 1964, to replace J. R. Wolfe.

## Organizations party to cases dooketed-Continued

Num of co			nber ases
Joint Council Dining Car Employees Lighter Captains' Union, Local 996, ILA	2 5	Railway Patrolmen's Interna- tional Union Switchmen's Union of North America	20 3
Marine Engineers Beneficial Association District No. 1, Railway Division	1	United Mine Workers of America, District 50	1
Miscellaneous classes of employees	7	Association, Inc.	
Railroad Yardmasters of America Railway Employes Department	34 5	Total	109

APPENDIX B

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1965

Name	Residence	Date of appointment	Special Board No.	Number of awards	· Parties
Paul D. Hanlon Jacob Seidenberg Robert O. Boyd	Falls Church, Va	July 13, 1964 July 31, 1964	556 558 561	(i) (i)	The Belt Ry. Co. of Chicago and Brotherhood of Locomotive Engineers.  Norfolk Southern Ry. Co. and Brotherhood of Railroad Trainmen.  Elgin, Joliet & Eastern Ry. Co. and Order of Railway Conductors & Brakemen and Brotherhood of Railroad Trainmen.
	do		559	(1)	Disputes Committee, Art. VII—Rallroads represented by Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers.
Bernard E. Perelson A. Langley Coffey	Tulsa, Okla	Aug. 10, 1964	557 550	1 4	Bush Terminal RR. Co. and Brotherhood of Railroad Trainmen. Union Pacific RR. Co., Eastern District and Brotherhood of Locomotive Firemen & Enginemen.
Roy R. Ray Edward A. Lynch Jacob Seidenberg	Dallas, Tex	Aug. 17, 1964 Aug. 26, 1964 Aug. 27, 1964	553 563 560	20 20 29	Southern Pacific Co. (Pacific Lines) and Order of Railroad Telegraphers. Lehigh Valley RR. Co. and Order of Railway Conductors & Brakemen. Maine Central RR. Co., Portland Terminal Co. and Brotherhood of Railroad Trainmen.
	Washington, D.C	, ,	564	17	Missouri Pacific RR. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers. Express & Station Employees.
Dudley E. Whiting	Buffalo, N.Y	Sept. 4,1964 Sept. 16,1964 Sept. 23,1964	567 565 566	4 9 1	Union RR. Co. and United Steelworkers of America, Local No. 1913.  Buffalo Creek RR. and Switchmen's Union of North America.  Texas Pacific-Missouri Pacific Terminal RR. of New Orleans and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Francis J. Murphy	• .,	Oct. 8, 1964	568 562	(¹)	St. Louis-San Francisco Ry. Co. and Brotherhood of Railroad Trainmen. Chicago & North Western Ry. Co. and Order of Railway Conductors & Brake- men.
Robert O. Boyd. Murray M. Rohman. Harold M. Gilden Joseph McDonald. Francis J. Robertson. J. Harvey Daly. Charles Anrod. Howard A. Johnson.				51 8 (1) (2) (2) (1) (2)	Reading Co. and Order of Railway Conductors & Brakemen. Fort Worth & Denver Ry. Co. and Switchmen's Union of North America. Chicago, Rock Island & Pacific RR. Co. and Railway Employees Department, System Federation No. 6.
Harold M. Gilden	Chicago, Ill	Dec. 4, 1964		2	Atlanta Joint Terminals and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen & Enginemen.
	Evanston, Ill			(1)	Chicago & North Western Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Arthur W. Sempliner	Grosse Pointe Farms, Mich.	Dec. 7, 1964	574	2	St. Louis-San Francisco Ry. Co., Alabama, Tennessee & Northern RR. Co. and Order of Railway Conductors & Brakemen.

See footnotes at end of table.

## Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1965—Continued

Name	Residence	Date of appointment	Special Board No.	Number of awards	Parties
David R. Douglass Harold M. Gilden	Oklahoma City, Okla Chicago, Illdo	Dec. 10, 1964 Dec. 11, 1964 Dec. 21, 1964	435 576 577	3 1	Atchinson, Topeka & Santa Fe Ry. Co., Coast Lines and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order
Edward A. Lynch	Washington, D.C. New Haven, Conn	Jan. 5, 1965 Jan. 6, 1965	580 578	(1)	of Railway Conductors & Brakemen, and Brotherhood of Railroad Trainmen.
David R. Douglass Francis J. Robertson	Oklahoma City, Okla Washington, D.C	Jan. 13, 1965 Jan. 25, 1965	579 581	4 7	Erie Lackawanna RR. Co. and Brotherhood of Locomotive Engineers.  Disputes Committee, Art. 14—Eastern, Western and Southeastern Railroads and Brotherhood of Railroad Trainmen.
Robert O. Boyd	do	Jan. 26, 1965	583	(1)	Akron, Canton & Youngstown RR. Co. and Brotherhood of Railroad Train-
Kieran P. O'Gallagher	Chicago, Ill	do	584	3	men. Chicago & North Western Ry. Co. and Brotherhood of Maintenance of Way
	Falls Church, Va		587	9	Employes. Kansas City Terminal Ry. Co. and Brotherhood of Locomotive Fireinen & Enginemen.
John D. Larkin	Chicago, Ill	Feb. 18, 1965	586	6	Disputes Committee, Art. VIII-Western Carriers' Conference Committee
Jacob Seidenberg H. Raymond Cluster	Falls Church, VaBaltimore, Md	Feb. 19, 1965 Feb. 23, 1965	589 590	(1) 30	and Switchmen Union of North America. Pennsylvania R.R. Co. and Brotherhood of Railroad Trainmen. Duluth, Missabe & Iron Range Ry. Co. and Brotherhood of Railroad Trainmen.
Lloyd H. Bailer Dudley E. Whiting Lloyd H. Bailer	New York, N.Y Detroit, Mich New York, N.Y	Mar. 2, 1965 Mar. 3, 1965 Mar. 10, 1965	595 594 588	(1)	Long Island RR, and Brotherhood of Locomotive Firemen & Enginemen.
A. Langley Coffey Hubert Wyckoff Thomas C. Begley	Tulsa, Okla	Mar. 23, 1965 Mar. 25, 1965 Mar. 26, 1965	3 580 4 417 585	(1) (1)	A Abaity Dynalon and Brother hood of Lochiette Fremen & Enginemen. Lehigh & Hudson River Ry, Co. and Brotherhood of Railroad Trainmen. Chicago & Illinois Midland Ry, Co. and Brotherhood of Railroad Trainmen. Pittsburgh & Lake Erie RR. Co., Lake Erie & Eastern RR. Co. and Brotherhood of Railroad Trainmen.
	Denver, Colodo	1	593 592	(1) (1)	Reading Co. and Brotherhood of Locomotive Firemen & Enginemen. Union Pacific RR. Co., Eastern District and Order of Railway Conductors & Brakemen.
J. Glenn Donaldson Dudley E. Whiting Charles Anrod	Detroit, Mich Chicago, Ill	Apr. 9,1965 Apr. 20,1965	<sup>5</sup> 580 591 6 597	(1) (1) (1)	Lehigh & Hudson River Ry. Co. and Brotherhood of Railroad Trainmen. Reading Co. and Order of Railroad Telegraphers. Southern Ry. Co.; Cincinnati, New Orleans & Texas Pacific Ry. Co.; Alabame

Francis J. Robertson J. Harvey Daly	Washington, D.C	do	6 597   6 597	(1) (1)
Joseph McDonald	Bowie, Md Washington, D.C	do	6 597	(1)
David R. Douglass	Oklahoma City, Okla	Apr. 21, 1965	599	(1)
Lloyd H. Bailer	New York, N.Y	do	600	(1)
	Washington, D.C		601 602	4
Francis J. Robertson	Washington, D.C	Apr. 29, 1965	603	(1)
	do		7 387	12
Edward A. Lynch	Falls Church, Va. New York, N.Y. Washington, D.C do Minneapolis, Minn Washington, D.C. Oklahoma City, Okla New York, N.Y. Washington, D.C do.	May 25, 1965	604 8 605 8 605 8 605 598 606 607 9 608 8 608 8 608	
Robert O. Boyd Thomas C. Begley	do Cleveland, Ohio	June 2, 1965 June 3, 1965	610 611	(1) (1)
H. Raymond Cluster	Baltimore, Md	June 10, 1965	609	(1)
David R. Douglass	Oklahoma City, Okla	June 3, 1965	582	(1)
Francis J. Robertson	Chicago, Ill. Washington, D.C. Bowie, Md. Washington, D.C. Chicago, Ill. Washington, D.C. Bowie, Md. Washington, D.C.	June 15, 1965	6 612 6 612 6 612 6 612 6 613 6 613 6 613	(1)

See footnotes at end of table.

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Great Southern RR. Co.; New Orleans & Northeastern RR. Co.; New Orleans Terminal Co.; Georgia Southern & Florida Ry. Co.; St. Johns River Terminal Co.; Harriman & Northeastern RR. Co. and Railway Employes Department, AFL-CIO, representing shop craft organizations.

St. Louis Southwestern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.

Lehigh and Hudson River Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.

Reading Co. and Brotherhood of Railroad Trainmen. Chicago, Burlington & Quincy RR. Co. and Brotherhood of Railroad Train

Great Northern Ry. Co. and Transportation-Communication Employees Union.

New York Central RR., Eastern District (except Boston & Albany Division) and New York District. and Brotherhood of Railroad Trainmen.

Bangor & Aroostook RR. Co. and Brotherhood of Railroad Trainmen.
National Ry. Labor Conference and Eastern, Western and Southeastern
Carriers' Conference Committees, and Employes' National Conference
Committee—Five Cooperating Railway Labor Organizations.

Chicago & Illinois Midland Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.

Philadelphia, Bethlehem & New England RR. Co. and Brotherhood of Locomotive Firemen & Enginemen and Brotherhood of Railroad Trainmen.

Belt Ry. Co. of Chicago & Brotherhood of Railroad Trainmen. Southern Railway System—Cincinnati, New Orleans & Texas Pacific Ry.

Co.; New Orleans & Northeastern RR. Co.; New Orleans Terminal Co.; Georgia Southern & Florida Ry. Co.; St. Johns River Terminal Co.; Harriman & Northeastern RR. Co. and Brotherhood of Railway & Steamship Clerks, etc.; Brotherhood of Maintenance of Way Employes; Transportation-Communication Employees Union; and Brotherhood of Railroad Signalmen.

Chicago & Western Indiana RR. Co. and Brotherhood of Railroad Trainmen. Erie Lackawanna RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.

Disputes Committee, Article X—Eastern, Western and Southeastern Carriers' Conference Committees and Brotherhood of Railroad Trainmen.
The Pittsburgh & Lake Erie RR. Co., Lake Erie & Eastern RR. Co. and Brotherhood of Locomotive Engineers.

Central of Georgia Ry. Co. and Railway Employes' Department, AFL-CIO, representing shop craft organizations.

Birmingham Terminal Co. and International Brotherhood of Electrical Workers affiliated with Railway Employes' Department, AFL-CIO.

## Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1965—Continued

Name	Residence	Date of appointment	Special Board No.	Number of awards	
Charles W. Anrod Francis J. Robertson J. Harvey Daly. Joseph McDonald Charles W. Anrod Francis J. Robertson J. Harvey Daly. Joseph McDonald	Bowie, Md	do do June 22, 1965 do	6 614 6 614 6 615 6 615	266666	Atlanta Terminal Co. and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, affiliated with Railway Employes' Department, AFL-CIO.  Savannah & Atlanta Ry. Co. and International Association of Machinists, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Brotherhood Railway Carmen of America, Sheet Metal Workers' International Association and International Brotherhood of Firemen, Oilers, Helpers, Roundhouse & Railway Shop Laborers affiliated with the Railway Employes' Department, AFL-CIO.

<sup>1</sup> Not available.

Not available.
 Member of a panel of 6 neutrals to serve individually and from time to time.
 Vice Edw. A. Lynch resigned.
 Vice David R. Douglass resigned.
 Vice A. Langley Coffey resigned.
 Member of a panel of 4 neutrals to serve individually and from time to time.
 Vice J. Glenn Donaldson resigned.
 Member of a panel of 3 neutrals to serve individually and from time to time.

Arbitrators appointed—Special Boards of Adjustment (Railroad) under section III, Arbitration Award 282, fiscal year 1965

Parties	Arbitrator	Residence	Date of appointment
he Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Railroad Trainmen	Thomas C. Begley	Cleveland, Ohio	Sept. 16, 1964 Mar. 12, 1965
Do	John F. Sembower A. Langley Coffey	Tulsa, Okla	Mar. 31, 196
oston & Maine RR, and Brotherhood of Railroad Trainmen	Arnold M. Zack	Boston, Mass Buffalo, N.Y	Aug. 13, 1964 May 5, 1965
hicago, Rock Island & Pacific RR. Co. and Switchmen's Union of North America.	John F. Sembower Charles W. Anrod	Chicago, Ill.	Dec. 1.196
100	Donaid F. McManon '	Chicago, Ill Oklahoma City, Okla	July 20, 1964
hicago & Western Indiana RR. Co. and Brotherhood of Railroad Trainmen	Nathan EngelsteinArnold M. Zack	Chicago, Ill	Sept. 23, 1964 June 29, 1965
linchfield RR. Co. and Switchmen's Union of North America	J. Fred Holly Harold W. Davey	Knoxville, Tenn	June 16, 1964 July 6, 1964
rankfort & Cincinnati RR, Co. and Brotherhood of Railroad Trainmenlinois Central RR, and Brotherhood of Railroad Trainmen	Walter G. Seinsheimer David Dolnick	Cincinnati, Ohio	Jan. 22, 196
Do	do	do	July 24, 196
Do	William H. Coburn	Washington, D.C.	Mar. 12, 196
Cansas City Southern Ry. Co. and Brotherhood of Railroad Trainmen  Cansas City Terminal Ry. Co. and Switchmen's Union of North America	Robert O. Boyd Harold M. Weston	New York, N.Y	Oct. 30, 196
ouisville & Nashville RR. Co. and Brotherhood of Railroad Trainmen New York Central System and Brotherhood of Railroad Trainmen	Curtis G. Shake Joseph Shister	Vincennes, Ind New York, N.Y	July 8, 196
Do lew York Central RR. Co.—Western District and Brotherhood of Railroad Trainmen	William J. Fallon	Boston, Mass Tulsa, Okla	Sept. 14, 196
Iew York Central System (Indiana Harbor Belt RR.) and Brotherhood of Railroad Trainmen.  Iew York Central System and Brotherhood of Railroad Trainmen.	Curtis G. Shake Thomas C. Begley	Vincennes, Ind	Sept. 18, 196
Do	Edward A. Lynch	Washington, D.C	Do.
Do	Paul D. Hanlon	Portland, Oreg	May 20, 196
Do	Thomas T. Roberts D. W. Shugrue	Rolling Hills, Calif. New York, N.Y	Dec. 10, 196
Do	Walter G. Sensheimer 2 Hubert Wyckoff 3	Watsonville, Calif	Apr. 14, 196
Do	Edgar A. Jones 4		Apr. 22, 196 Aug. 19, 196
Wabash RR. Co. and Brotherhood of Railroad Trainmen. The Washington Terminal Co. and Brotherhood of Railroad Trainmen.	John J. McGovern Bernard J. Seff	Rockville, Md	Aug. 31, 196

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Vice Charles W. Anrod.
 Vice D. W. Shugrue.
 Vice Walter G. Sensheimer.
 Vice Huber Wyckoff.

## Referees appointed—System Board of Adjustment (Airline), fiscal year 1965

Name	Residence	Date of appointment	Parties
L. W. Horning	Sarasota, Fla	July 1, 1964	Airlift International, Inc. and Air Line Employees Association.
Laurence E. Seibel	Washington, D.Cdo	July 6, 1964 July 8, 1964	Capitol Airways, Inc. and Air Line Pilots Association, International.
Francis J. Robertson	do	July 8, 1964	Do
Burton B. Turkus	New York, N.Ydo	_  July 9. 1964	Pan American World Airways, and Transport Workers Union of America, AFL-CIO.
Arthur Stark	do	July 13, 1964 July 31, 1964	Air France and International Association of Machinists.
Herbert Schmertz	Washington, D.C.	_  July 31, 1964	Eastern Air Lines and International Association of Machinists—Mechanical Department
John H, Dorsey	do	Aug. 14, 1964	Do.
Russell A. Smith	Ann Arbor, Mich	Aug. 17, 1964	Northwest Airlines, Inc. and Air Line Pilots Association, International.
John Rowntree	Oklahoma City, Okla	_ Aug. 20, 1964	Eastern Air Lines and International Association of Machinists—Mechanical Department.
Francis M. Reagan	Portland, Oreg	_ Aug. 27, 1964	Northwest Airlines, Inc. and Air Line Pilots Association, International.
Saul Wallen	Boston, Mass	Sept. 11, 1964	Northwest Airlines, Inc. and International Association of Machinists.
Pat Malloy	Tulsa, Okla Chicago, Ill		Eastern Air Lines and International Association of Machinists—Mechanical Department. Northwest Airlines, Inc. and International Association of Machinists, District Lodge
John F. Sembower	Chicago, III	_ Sept. 14, 1964	
	C	Sept. 15, 1964	No. 143. Eastern Air Lines and International Association of Machinists—Mechanical Department.
L. W. Horning	Sarasota, Fla	Sept. 15, 1964	Do. Do.
Jason M. Berkman	Miami, Fla Oklahoma City, Okla	Sept. 10, 1904	
Preston J. Moore	Oklahoma City, Okla	- Sept. 17, 1904	Do. Do.
Sam Clammer John Sembower	Chicago, Ill	do	Airlift International and Air Line Pilots Association.
Joseph G. Greene	Miami, Fla	do	Do.
John McGovern	Deskrille Md	do	Do
Eli Rock	Dhiladalphia Da	Sent 18 1064	Eastern Air Lines and International Association of Machinists-Mechanical Department.
Laurence E. Seibel	Rockville, Md Philadelphia, Pa Washington, D.C	do	Do.
Harbort Sahmortz	do	Sept. 21, 1964	l Ďő.
Donald McMahon	Oklahoma City, Okla		Do.
Tosanh Shietar	Buffalo, N.Y	Oct 9 1964	Mohawk Airlines and International Association of Machinists.
Arthur Stark	Buffalo, N.Y New York, N.Y	do	Do.
Roy R. Ray	Dallas, Tex	Oct. 13, 1964	Trans-Texas Airways, Inc. and Air Line Pilots Association.
J. Glen Donaldson	Denver, Colo	Oct. 23, 1964	Trans-Texas Airways, Inc. and Air Line Pilots Association. Northwest Airlines, Inc. and International Association of Machinists.
Paul D. Haulon	Portland, Oreg New York, N.Y	Oct. 26, 1964	Do.
Burton B. Turkus	New York, N.Y.	Oct. 30, 1964	American Airlines, Inc. and Transport Workers Union of America, AFL-CIO.
Paul H, Sanders	Nashville, Tenn	_I Nov. 16. 1964	Capitol Airways, Inc. and International Brotherhood of Teamsters.
David M. Keefe	Roseville, Mich	do	Northwest Ailrines, Inc. and International Association of Machinists.
Allan Jones, Ir	Los Angeles, Calif	_! Nov. 17. 1964	Bonanza Air Lines, Inc. and International Brotherhood of Teamsters.
Levi M, Hall	Minneapolis, Minn	_ do	Northwest Airlines, Inc. and International Association of Machinists.
Preston J. Moore	Oklahoma City, Okla	_ Dec. 3, 1964	Braniff Airways, Inc. and Air Line Pilots Association.
Frank D. Reeves	Washington, D.C	_ Dec. 8, 1964	Northwest Airlines, Inc. and Air Line Stewards & Stewardesses Association.
Herbert Schmertz	Minneapolis, Minn Oklahoma City, Okla Washington, D.C	_  Dec. 10, 1964	Seaboard World Airlines, Inc. and Air Line Pilots Association.
Paul D. Hanlon	Portland, Oreg	Jan. 5.1965	Pacific Northern Airlines, Inc. and Air Line Pilots Association.

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Murray M. Rohman Robert O. Boyd. Frank D. Reeves. William Gomberg. John F. Sembower George S. Ives. William Gomberg. Hugo L. Black George S. Ives. Martin I. Rose. George S. Ives. Wesley Miller J. Fred Holly Allen Weisenfeld. Herbert Schmertz. Roy R. Ray Edward Harper John H. Dorsey Ross Hutchins. Bernard E. Perelson David Dolntck	Philadelphia, Pa Chicago, III. Washington, D.C Philadelphia, Pa Miami, Fla Washington, D.C New York, N.Y Washington, D.C Tahlequah, Okla Knoxville, Tenn Newark, N.J Washington, D.C Dallas Tex McAlester, Okla Washington, D.C Tulsa, Okla New York, N.Y	Jan. 14, 1965 Jan. 27, 1965 Jan. 14, 1965 Mar. 15, 1965 Mar. 29, 1965 Mar. 30, 1965 Apr. 16, 1965 Apr. 19, 1965 Apr. 19, 1965 May 5, 1966dodododododododoMay 10, 1965 May 12, 1965 May 12, 1965 May 12, 1965 May 10, 1965 May 10, 1965	Northwest Airlines, Inc. and Air Line Stewards & Stewardesses Association.  Northwest Airlines, Inc. and International Association of Machinists, District Lodge No. 143.  Northwest Airlines, Inc. and Brotherhood of Railway & Stewardesses Association.  Northweat Airlines, Inc. and Brotherhood of Railway & Stewardesses Association.  It is a station Employees.  Southern Airways, Inc. and Air Line Pilots Association of Machinists.  Air France, Inc. and International Association of Machinists.  Northwest Airlines, Inc. and International Association of Machinists.  Northwest Airlines, Inc. and International Association of Machinists.  Northwest Airlines, Inc. and International Association of Machinists, District Lodge No. 143.  Capitol Airways, Inc. and Air Line Pilots Association.  Do.  Do.  Do.  Ozark Airlines, Inc. and Air Line Pilots Association.  Northwest Airlines, Inc. and Air Line Stewards & Stewardesses Association.  Capitol Airways, Inc. and Air Line Pilots Association.  Air France, Inc. and International Association of Machinists.
George S. Ives	Washington, D.C.	Mar. 29. 1965	Eastern Airlines, Inc. and International Association of Machinists.
George S. Ives.	Washington, D.C.	Apr. 16, 1965	Northwest Airlines, Inc. and International Association of Machinists.
Wesley Miller	Tahleguah, Okla	Apr. 19, 1965	Northwest Airlines, Inc. and International Association of Machinists, District Lodge No. 143.
J. Fred Holly	Knoxville, Tenn	May 5, 1965	Capitol Airways, Inc. and Air Line Pilots Association.
Allen Weisenfeld	Newark, N.J	do	$D_0$ .
Herbert Schmertz	Washington, D.C	do	Do.
Edward Harper	McAlester, Okla	do	Ozark Airlines, Inc. and Air Line Pilots Association.
John H. Dorsey	Washington, D.C.	May 10, 1965	Northwest Airlines, Inc. and Air Line Stewards & Stewardesses Association.
Ross Hutchins	Tulsa, Okla	May 12, 1965	Capitol Airways, Inc. and Air Line Pilots Association.
Bernard E. Perelson	New York, N.Y	May 10, 1965	Air France, Inc. and International Association of Machinists.
David Dolnick	Chicago, III	IM απ 24. 1965. ∣	Northwest Airlines Inc and International Association of Machinists
DoArthur M. Ross	do	do	$\mathbf{D_0}$ .
Arthur M. Ross	Berkeley, Calif	May 26, 1965	Pacific Air Lines, Inc. and Air Line Employees Association, International.
Herbert Schmertz	Washington, D.C.	June 9 1965	Northwest Airlines, Inc. and International Association of Machinists.
Frank D. Reeves	do	June 10, 1965	Do.
N. Martin Stringer	Oklanoma City, Okla	June 25, 1965	Do.
George S. Ives			
Ronald W. Haughton	Grosse Pointe Farms, Mich	June 28, 1965	Do.
Robert J. Ables	Falls Church, Va	June 29, 1965	Do
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Name	Residence	Date of appointment	Arbitration and Case No.	Parties
-			· ·	Port Terminal RR. Association and Brotherhood of Rail- road Trainmen.  Baltimore & Ohio RR. Co. and Order of Railroad Teleg- raphers.

# Arbitrators appointed pursuant to Union Shop Agreements, fiscal year 1965

Name	Residence	Date of appointment	Carrier	Organization	Individuals involved
Hubert Wyckoff	Watsonville, Calif Atlanta, Ga Philadelphia, Pa	July 9, 1964 Aug. 3, 1964 Oct. 30, 1964	Atchison, Topeka & Santa Fe Ry Seaboard Air Line RR. Co The Pennsylvania RR. Co	Brotherhood of Maintenance of Way. do	Frank Venegas.  Leon Sistrunk. C. E. Lecompte, R. R. Malone, W. E. Tipton, J. E. Allison, R. C. Bowman, R. H. Con- rad.
Curtiss Aller	Berkeley, Califdododo	Nov. 2, 1964 Nov. 17, 1964	Central California Traction Co The Western Pacific RR. Co	Order of Railway Conductors & Brakemen. Brotherhood of Railway & Steam-	J. W. Prater. A. L. Alexander (Miss).
	Washington, D.C	,	Florida East Coast Ry. Co	ship Clerks. Brotherhood of Railroad Train- men.	L. M. Crampton, J. C. Walker, J. K. Simmons, D. C. Brant- ley, A. W. Scott, G. J. Smith, H. T. Hill.
Do	do	May 11, 1965	do	do	Individuals whose hearings were held at Bowden Yard, Fort Pierce, and Miami, Fla.
Do Paul D. Hanlon	Portland, Oreg	May 17, 1965 June 29, 1965	do	do Switchmen's Union of North America.	M. C. Wilson and W. L. Calley W. D. Paulk.

				<u>·</u>						
Status of cases	31-year period 1935-65	Fiscal year 1965	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 type	s of cases		_		
Cases pending and unsettled at beginning of period New cases docketed	96 11, 330	281 359	286 306	258 297	248 287	202 413	136 415	172 463	126 381	151 219
Total cases on hand and received	11, 426	640	592	555	535	615	551	635	507	370
Cases disposed of	11,090 336	304 336	311 281	269 286	277 258	401 214	403 148	496 139	347 160	220 150
					Represent	ation cases				
Cases pending and unsettled at beginning of period New cases docketed	24 3, 749	13 95	13 54	22 59	22 67	22 100	34 136	50 176	34 149	43 108
Total cases on hand and received	3, 773	108	67	81	89	122	170	226	183	151
Cases disposed ofCases pending and unsettled at end of period	3, 731 42	66 42	54 13	68 13	67 22	102 20	137 33	186 40	139 44	107 44
					Mediat	ion cases				
Cases pending and unsettled at beginning of period New cases docketed	72 7, 474	265 261	271 246	234 236	221 218	173 304	102 276	122 286	91 230	108 110
Total cases on hand and received	7, 546	526	517	470	439	477	378	408	321	218
Cases disposed of	7, 256 290	236 290	252 265	199 271	205 234	290 187	264 114	309 99	206 115	112 106
					Interpreta	ation cases				
Cases pending and unsettled at beginning of period New cases docketed	0 107	3 3	2 6	2 2	5 2	6 9	0 3	0	1 2	0
Total cases on hand and received	107	6	8	4	7	15	3	1	3	1
Cases disposed of	104 3	2 4	5 3	2 2	5 2	8 7	2	1 0	2 1	1 0

Table 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1965

•		Dis	sposition	by type of	carrier				:	Dispositi	on by m	ajor issue	involve	1
			R	ailroads			Rail- roads,	Air- lines.	New ag	reement	Rates	of pay	Ru	ıles
	Total all cases	Class I	Class II	Switch- ing and terminal	Electric rail- roads	Miscel- laneous carriers	total	total	Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
Total	236	112	54	19		3	188	48			38	5	150	43
Mediation agreement Arbitration agreement Withdrawn after mediation Withdrawn before mediation	135 (30) 24)	52 0 24 13	35 3	13 1 2 1	1	3	103 1 29 21	$\frac{32}{0}$			26 0 2 3	2	77 1 27 18	30 0 1 2
Refusal to arbitrate by: Carrier Employees Both Dismissal	5 10 2 28	1 6 1 15	1 3 0 5	0 1 1 1			$\begin{bmatrix} 2 \\ 10 \\ 1 \\ 21 \end{bmatrix}$	$\begin{bmatrix} 3 \\ 1 \\ 7 \end{bmatrix}$			0 1 0 6	2	2 9 1 15	3 1 1 5

Table 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1965

			Rail	roads		Airlines				
·	Total all cases	Num- ber cases	Num- ber eraft or class	Num- ber em- ployees in- volved	Num- ber em- ployees partici- pating		Num- ber craft or class	Num- ber em- ployees in- volved	Num- ber em- ployees partici- pating	
Total		43	47	12, 495	11, 377	23	25	3, 721	2, 471	
Disposition: Certification based on election Certification based on	50	34	37	11,999	11, 359	16			2, <b>4</b> 14	
authorizations Withdrawn after inves- tigation	3	2	2 2	186	0	1			(	
Withdrawn before in- vestigation	4 7	4 2	4 2	284 19	0 18	0 5			40	
Total all cases	66		72	16, 216	13, 848					

Table 4.—Number of cases disposed of by major groups of employees, fiscal year 1965

Major groups of employees	All types of cases	Representa- tion cases	Mediation cases	Interpreta- tion cases
Grand total, all groups of employees	304	66	236	2
Railroad, total	233	43	188	2
Combined groups, railroad Train, engine and yard service	115 2 10 23 9 13 3 12 3 0 4	2 20 1 0 5 0 4 3 1 0 0 0	16 94 1 10 17 9 9 0 11 3 0	0 1 0 0 0 0 0 0 0
Marine service	9 12	0 6	9 6	0
Airline, total	71	23	48	0
Combined airline Mechanics Radio and teletype operators Clerical, office, stores, fleet and passenger service Stewards, stewardesses, and flight pursers Pilots Dispatchers Mechanical foremen Meteorologists Flight engineers. Miscellaneous airline	17 1 13 10 14 7 1	2 2 0 7 4 2 2 1 1 2 0	1 15 1 6 6 12 5 0 0 0	0 0 0 0 0 0 0 0 0

Table 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1965

Major groups of employees	Number	Number of crafts or	Employee	s involve	ed .
	of cases	classes	Number	Perce	nt
Grand total, all groups of employees	667	72	16, 216		100
Railroad, total	43	47	12, 495		77
Train service. Engine service. Yard service. Yard service. Yard service. Mechanical foremen. Maintenance of equipment. Clerical, office, station storehouse. Yardmasters. Maintenance-of-way and signal. Subordinate officials, maintenance-of-way. Agents, telegraphers, and towermen. Dispatchers. Technical engineers, architects, draftsmen, etc Dining car employees, train and pullman porters. Patrolmen and special officers. Marine service. Combined groups, railroad. Miscellaneous railroad.  Miscellaneous railroad.  Mechanics. Flight navigators. Clerical, office, stores, fleet, and passenger service. Stewards, stewardesses, and pursers. Stocks and stores.	14 3 2 1 6 6 3 0 0 0 1 1 2 2 23 2 3	8 8 3 0 0 0 1 1 0 1 2 2 5 2 5 4 1 1	1, 887 1, 368 6, 544 1, 120 17 416 473 454 0 0 0 112 0 43 71 3, 721 53 2, 908 234 6	(1)	12 8 40 7 7 3 3 3 0 0 0 0 0 0 0 0 0 18 1 1 1 1 1 1 1 1 1
Pilots Flights engineers Combined groups, airline Dispatchers Commissary Radio operators and teletype	2 2 2 1	2 2 4 2 1	60 13 390 12 5	999	2
Miscellaneous airline.	2	2	40	(1)	

<sup>&</sup>lt;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 1965

		Cert	ification	s issued t	;o—		т	otal
	Nation	al organi	zations	Lo	cal unio	ns		
	Craft	Empl invo		Craft or	Empi invo		Craft or class	Number of em- ployees involved
	class	Num- ber	Per- cent	class	Num- ber	Per- cent	Class	III VOI VOI
RAILROADS								
Representation acquired: Elections Proved authorizations Representation changed:	9 2	495 7	(1)	0	0	. 0	9 2	495 7
Proved authorizations	18 0	7,671 0	54 0	4 0	468 0	78 0	22 0	8, 139 0
Representation unchanged: Elections	5	3, 365	24	0	0	0	5	3, 365
Total railroads	34	11, 538	82	4	468	78	38	12,006
AIRLINES			,					
Representation acquired: Elections	10 1	222 4	(i) <sup>2</sup>	0	0	0	10 1	222 4
Elections Proved authorizations	6 0	311 0	2 0	0	0	0	6 0	311 0
Representation unchanged: Elections	1	1, 999	14	1	134	22	2	2, 133
Tota. airlines	18	2, 536	18	1	134	22	19	2, 670
Total combined railroad and airline	52	14, 074	100	6	602	100	57	14, 676

<sup>&</sup>lt;sup>1</sup> Less than 1 percent.

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Table 7.—Strikes in the railroad and airline industries, July 1, 1964 to June 30, 1965

Case No.	Carrier	Union	Craft or class	Number of em- ployees	Date began	Date ended	Days duration	Issues	Disposition
C-3470	Missouri Illinois Ry.	BRT&ORCB	Operating	176	July 7, 1964	July 24, 1964	24	Rules, rates	Mediation agreement.
A-6009	Detroit & Toledo Shore Line Rv. Co.	BLFE	do	343	Sept. 2, 1964	Sept. 9, 1964	8	Rules	Injunction.
C-3499	Delray Connecting Ry. Co.	BLFE	do	20	Sept. 8, 1964	Oct. 14, 1964	37	do	Mediation agreement.
A-6195, A-6995.	Port Terminal RR. Association.	BRT	Nonoperating	400	Dec. 16, 1964	Jan. 31, 1965	47	Rules, rates	Mediation agreement, arbitration agree- ment.
A-7236	Trans Caribbean Airways Co.	IBT	Dispatchers	50	Dec. 9, 1964	Dec. 11, 1964	3		Direct.
A-7184	Pan American World Airways Co.	ALPA	Pilots	17, 221	Mar. 31, 1965	Apr. 10, 1965	11	Rules, rates	Mediation.
A-7303	Quantas Airline Co	IAM	Mechanics, cargo agents.	104	Nov. 20, 1964	Nov. 22, 1964	3	do	Mediation agreement.
A-7114	British Overseas Airway Co.	IAM	Cargo-assistants, agents; station- assistants, agents.	444	Nov. 27, 1964	Jan. 7, 1965	42	do	D <sub>0</sub> .

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 1935-65

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscel- laneous railroad carriers	Air carriers
1965	5, 230	3, 132	775	770	164	14	87	288
1964	5, 228	3, 132	775	769	164	14	[ 87	287
1963	5, 226	3, 132	774	769	164	14	87	286
1962	5, 221	3, 131	772	767	164	14	87	286
1961	5, 220	3, 131	772	767	164	14	87	285
1960	5, 218	3, 131	772	766	164	14	87	284
1959	5, 215	3, 130	772	766	164	14	87	282
1958	5, 205	3, 126	770	764	164	14	87	280
1957	5, 196	3, 117	770	764	164	14	87	280
1956	5, 190	3, 117 3, 116	769 763	763 763	164 163	14 14	86	277 275
1950	5, 180 5, 092	3, 110	752	749	159	13	86 84	2/5 241
1945	4, 665	2, 913	735	705	150	8	56	98
1940	4, 193	2,708	684	603	108	8	38	44
1935	3, 021	2,335	347	334	100	1 5		**
National organiza-	0, 0-2	2,000	-	""		. •		
tions:								
1965	5, 135	3,076	771	752	160	14	86	276
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 14	86	268
1956	5,096	3,062	765 759	745	160	14	85	265 263
1955	5, 086 4, 999	3, 061 3, 040	748	745 731	159 155	13	85 83	203 229
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	100	5	•	
1935 Other organizations:	-, 0.0	-,	0.11					
1965	95	56	4	18	4		1	12
1964	95	56	4	18	4		ī	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 12
1955	94 93	55	4	18	4		1	12 12
1950	93 80	54 48	4 3	18	4		1	7
1945	80   65	40	3	18 I 15	2			5
1935	81	81	3	15				,

Table 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-65, inclusive

### ALL DIVISIONS

ALL DIVISIONS											
Cases	31-year period 1935–65	1965	1964	1963	1962	1961					
Open and on hand at beginning of period. New cases docketed	63, 487	<sup>2</sup> 6, 559 1, 571	1 6, 864 1, 731	6, 461 1, 901	5, 968 1, 873	5, 957 1, 870					
Total number of cases on hand and docketed	63, 487	8, 130	8, 595	8, 362	7, 841	7, 827					
Cases disposed of	57, 240	1, 885	2,035	1, 552	1, 380	1, 859					
Decided without referee Decided with referee Withdrawn	12, 102 24, 844 20, 294	154 1, 172 1 559	49 1,346 640	1, 184 308	73 924 383	255 871 733					
Open cases on hand close of period	6, 245	6, 245	6, 560	6, 810	6, 461	5, 968					
Heard Not heard	702 5, 543	702 5, 543	784 5, 776	1, 166 5, 644	1, 679 4, 782	1, 769 4, 199					
	FIRST D	IVISION									
Open and on hand at beginning of period. New cases docketed	40, 927	4, 062 564	1 3, 847 738	3, 238 809	2, 928 687	3, 104 823					
Total number of cases on hand and docketed	40, 927	4, 626	4, 585	4, 047	3, 615	3, 927					
Cases disposed of	1 36, 871	570	523	254	377	999					
Decided without referee Decided with referee Withdrawn	10, 231 8, 457 1 16, 183	141 79 350	37 103 383	31 112 111	42 152 183	217 226 556					
Open cases on hand close of period	4, 056	4, 056	4, 062	3, 793	3, 238	2, 928					
Heard Not heard	172 3,884	172 3, 884	185 3, 877	173 3,620	167 3, 071	136 2, 792					
8	ECOND :	DIVISION	ī								
Open and on hand at beginning of period. New cases docketed	4, 981	270 205	355 198	379 217	288 287	365 216					
Total number of cases on hand and docketed	4, 981	475	553	596	575	581					
Cases disposed of	4,695	189	283	241	196	293					
Decided without referee Decided with referee Withdrawn	690 3, 161 844	182 5	1 267 15	5 213 23	13 165 18	8 270 15					
Open cases on hand close of period	286	286	270	355	379	288					
Heard Not heard	114 172	114 172	55 215	41 314	80 299	106 182					
	THIRD I	DIVISION									
Open and on hand at beginning of period. New cases docketed	15, 522	<sup>2</sup> 2, 196 693	2,598 715	2, 731 779	2, 646 773	2, 399 733					
Total number of cases on hand and docketed	15, 522	2,889	3, 313	3, 510	3, 419	3, 132					
Cases disposed of	13, 649	1, 017	1, 116	912	688	486					
Decided without referee Decided with referee Withdrawn	9, 932 2, 837	19 832 176	893 219	18 768 126	10 534 144	17 342 127					
Open cases on hand close of period	1,871	1,871	2, 197	2, 598	2, 731	2,646					
Heard Not heard	399 1, 472	399 1, 472	520 1,677	904 1, 694	1,340 1,391	1, 443 1, 203					

See footnotes at end of table.

Table 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-65, inclusive—Continued

FOURTH DIVISION

		4				
Cases	31-year period 1935-65	1965	1964	1963	1962	1961
Open and on hand at beginning of period. New cases docketed	2, 057	31 109	64 80	113 96	106 126	89 98
Total number of cases on hand and docketed	2, 057	140	144	209	232	187
Cases disposed of	2, 025	108	113	145	119	81
Decided without referee Decided with referee Withdrawn	301 1,294 430	1 79 28	7 83 23	6 91 48	8 73 38	13 33 35
Open cases on hand close of period	32	32	31	64	113	106
HeardNot heard	17 15	17 15	24 7	48 16	92 21	84 22

Adjusted to correct error of 54 First Division cases previously reported as withdrawn.
 Adjusted to reflect closing one case in previous fiscal year.

Table 10.—Employee representation on selected rail carriers as of June 30, 1965

Railroad	Engineers	Firemen and hostlers	Conductors	Brakeman, flagmen and baggage- men	Yard- foremen, helpers and switch- tenders	Yard- masters	Clerical office, station, storehouse	Mainte- nance-of- way em- ployees	Teleg- raphers	Dispatchers
Akron, Canton & Youngstown Ry	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	TCEU_	ATDA.
Ann Arbor RR	BLF&E.	BLF&E.	BRT	BRT	BRT	ARSA	BRC	BMW	TCEU	
Atchison, Topeka & Santa Fe Ry	BLE	BLF&E.	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Gulf, Colorado & Santa Fe Ry	BLE	BLF&E.	ORCB	BRT	BRT	RYA	(1)	(1)	(1)	ATDA.
Panhandle & Santa Fe Ry	BLE	BLF&E.	ORCB	BRT	BRT	RYA	(1)	(1)	} \ <del>\</del> \	(1).
Atlanta & West Point RR	BLE	BLF&E.	BRT	BRT	BRT	X	BRC	BMW	TCEU	ATDA.
Atlantic Coast Line RR	BLE	BLF&E.	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA.
Baltimore & Ohio RR	BLE	BLF&E.	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Bangor & Aroostock RR	BLF&E.	BLF&E	BRT	BRT	BRT	X	BRC	BMW	TCEU	ATDA.
Bessmer & Lake Erie RR	BLF&E.	BLF&E.	BRT	BRT	BRT	X	BRC	BMW	TCEU	X.
Boston & Maine RR.	BLE	BLF&E	BRT	BRT	BRT	X RYA	BRC	BMW	TCEU	ATDA.
Central of Georgia Ry	BLE	BLF&E.	BRT	BRT	SUNA	RYA	BRC	BMW	TCEU	ATDA.
Central RR. of New Jersey	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BM W	TCEU	ATDA.
Central Vermont Ry	BLE	BLF&E	BRT	BRT	BRT.	BRT	BRC	BMW	TCEU	ATDA.
Chesapeake & Ohio Rv	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA.
Chicago & Eastern Illinois RR	BLE	BLFPE	BRT	BRT	BRT	ARSA	BRC	BMW	TCEU	ATDA.
Chicago & Illinois Midland Ry	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW.	TCEU.	ATDA.
Chicago & North Western Ry	BLE	BLF&E	ORCB	BRT	BRT-	RYA	BRC	BMW	TCEU	ATDA.
	(		ĺ	- {	ORCB.					
Chicago, Burlington & Quincy RR	BLE	BLF&E	ORCB	BRT	BRT.	RYA	BRC	BMW	TCEU	ATDA.
Chicago, Great Western Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Chicago, Milwaukee, St. Paul & Pacific RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Chicago, Rock Island & Pacific Ry	BLE	BLF&E	BRT	BRT.	SUNA	RYA	BRC	BMW.	TCEU	ATDA.
Clinchfield RR	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW.	TCEU	ATDA.
Colorado & Southern Ry	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA.
Colorado & Wyoming Ry	BLF&E.	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	(2)	(1).
Delaware & Hudson RR	BLE	BLF&E.	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU.	ATDA.
Denver & Rio Grande Western RR	BLE	BLF&E.	ORCB	BRT	SUNA	RYA	BRC	BMW-	TCEU	ATDA.
								SMWIA.		
Detroit & Toledo Shore Line RR	BLF&E.	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
· Detroit, Toledo & Ironton RR	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	TCEU	ATDA.
Duluth, Missabe & Iron Range Ry.	BLF&E.	BLF&E.	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Duluth, Winnipeg & Pacific Ry	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	TCEU	ORT.
Elgin, Joliet & Eastern	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA.
Erie Lackawanna RR	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Florida East Coast Ry	BLE	IARE-	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
		BLF&E.								
Fort Worth & Denver Ry	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	TCEU	ATDA.

Georgia & Florida RR	BLE	BLF&E	BRT	BRT	BRT	(2)	BRC	BMW	TCEU	ATDA.
Georgia RR., Lessee org	BLE	BLE	ORCB	BRT	BRT	ORCB	BRC	BMW	TCEU	ATDA.
Grand Trunk Western RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Great Northern Ry	BLE	BLF&E	ORCB	ORCB	SUNA	RYA	BRC	BMW	TCEU	ATDA.
Green Bay & Western RR	BLFE	BLF&E	BRT	BRT	BRT	(2)	BRC	BMW	TCEU	( <sup>3</sup> ).
Gulf Mobile & Ohio RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
						* A				
Illinois Central RR	BLE	BLF&E	ORCB	BRT	BRT	SA	BRC	BMW	TCEU	SA.
Illinois Terminal RR	BLF&E	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA.
Kansas City Southern Ry	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BM W	TCEU	ATDA.
	BLF&E	BLF&E	ORCB	BRT	BRT	(3)	BRC			
Kansas, Oklahoma & Gulf Ry								BMW	TCEU	( <sup>3</sup> ).
Lake Superior & Ishpeming RR	BLE	BLF&E	BRT	BRT	BRT	(3)	BRC	BMW	(2)	(²).
Lehigh & Hudson River Ry	BLE	BLF&E	BRT	BRT	BRT	(3)	BRC	BMW	ŤCEU	ÀTDA.
Lehigh & New England RR	BLF&E	BLF&E	ORCB	BRT	BRT	RYA	BRC	вий	BRC	
					DK1					ATDA.
Lehigh Valley RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Long Island RR	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	LU.
Louisiana & Arkansas Ry	BLE	BLF&E-	ORCB	BRT-LU.	BRT-LU.	RYA	BRC	BMW	TCEU	ÃTDA.
Louisiana & Arkansas Ity	DUE		OROB	DRI-DU.	DEL-LO.	KIA	DRU	D141 44	1010	ATDA.
	1	_LU.								
Louisville & Nashville RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Maine Central RR	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA.
Midland Valley RR	BLE	BLF&E	BRT							
Midiand valley RR				BRT	BRT	BRT	BRC	BMW	TCEU	ATDA.
Mississippi Central RR	BLE	BLE	BRT	BRT	BRT	(1)	BRC	BMW	TCEU	ORT.
Missouri-Kansas-Texas RR	BLE	BLF&E	ORCB	BRT	BRT	ŔŶA	BRC.	BMW	TCEU	ATDA.
Missouri-Kansas-Texas RR. of Texas	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	
Missouri-Barsas-Teams Int. or Teams	1 177									(1).
Missouri Pacific RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ÀTDA.
Monon RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Monongahela Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA.
		BLF&E	BRT		BRT	TO THAT				
Montour RR	BLF&E			BRT		(2)	BRC	BMW	(3)	( <sup>3</sup> ).
Nevada Northern Ry	BLE	BLE	BRT	BRT	(3)	(8)	(2)	MMS	(2)	ATDA.
New York Central RR	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA.
Ohio Central Lines.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	D10			
Onto Central Lines.					DRT	KINA	(1)	(1)	(1)	(¹)
Cleveland, Cincinnati, Chicago & St. Louis	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA.
Ry.										
Michigan Central RR	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ORT.
	BLE	BLF&E	ORCB	BRT	BRT					
						RYNA	BRC	BMW	TCEU	ATDA.
New York, Chicago & St. Louis RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
New York, New Haven & Hartford RR	BLE	BLF&E	BRT	BRT	BRT	SA	BRC	BMW	TCEU	ATDA.
New York, Susquehanna & Western RR	BLE	BLF&E	ORCB	BRT	BRT	BRT.	BRC	BMW	TCEU	
Martilla & Western Des							BKU			ATDA.
Norfolk & Western Ry	BLE	BLF&E	ORCB	BRT	BRT	(2)	BRC	BMW	TCEU	TCEU.
Norfolk Southern Ry	BLE	BLF&E	ORCB	BRT	BRT	ŘÝA	BRC	BMW	TCEU	ATDA.
Northern Pacific Ry	BLE	BLF&E	ORCB	BRT.	BRT	RYA	BRC	BMW	TCEU	ATDA.
Northwestern Pacific RR	DIE									
NOITH WESTERN PACIFIC NA	BLE	BLF&E	ORCB	BRT	ORCB-	(3)	BRC	BMW	TCEU	ATDA.
					BRT.					
Pennsylvania RR	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Pennsylvania Reading Seashore Lines	BLE	BLF&E.	BRT	BRT	BRT	BRT	BRC	BMW		
									TCEU	ATDA.
Pittsburgh & Lake Erie RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Pittsburgh & Shawmut RR	BLF&E	BLF&E.	BRT	BRT	(3)	(3)	(2)	BMW	(8)	ATDA.
Pittsburgh & West Virginia Ry		BLF&E.	BRT.	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
		(0, 21		T-101	DIGI	To T U	DIO	TO TAST AA	10D0	AIDA.

See footnote at end of table.

Table 10.—Employee representation on selected rail carriers as of June 30, 1965—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakeman, flagmen and baggage- men	Yard- foremen, helpers and switch- tenders	Yard- masters	Clerical office, station, storehouse	Mainte- nance-of- way em- ployees	Teleg- raphers	Dispatchers
Reading Co Richmond, Fredericksburg & Potomac RR St. Louis-San Francisco Ry St. Louis Southwestern Ry San Diego & Arizona Eastern Ry Seaboard Air Line RR Soo Line RR. Co Southern Pacific Co. (Pacific Lines) Southern Pacific Co. (Texas and Louisiana Lines). Southern Ry Georgia, Southern Florida Ry Cincinnati, New Orleans & Texas Pacific Ry New Orleans & Northeastern RR Alabama Great Southern Ry Spokane, Portland & Seattle Ry Staten Island Rapid Transit Ry Texas & Pacific Ry Texas & Pacific Ry Texas Mexican Ry Texas Mexican Ry Union Pacific RR Utah Ry Wabash RR Western Pacific RR. Utah Ry Wabash RR Western Maryland Ry Western Maryland Ry Western Pacific RR. Akron, Canton & Youngstown Ry. Ann Arbor R. R. Atchison, Topeka & Santa Fe Ry Gulf, Colorado & Sante Fe Ry Panhandle & Santa Fe Ry. Atlantic Coast Line R. R. Baltimore & Ohio R. R.	BLE	BLF&E	ORCB.	BRT ORCB BRT BRT BRT BRT BRT BRT BRT BRT BRT BR	BRT BRT BRT BRT BRT BRT BRT SUNA SUNA BRT SUNA BRT BRT SUNA BRT	BRT RYNA RYNA BRT (f) RYNA RYNA RYA RYA RYA RYA RYA RYA RYA RYA RYA RY	BRC. BRC. BRC. BRC. BRC. BRC. BRC. BRC.	BMW	TCEU	ATDA. ATDA. ATDA. (a). ATDA. (b). (c). (d). (d). (d). (d). (e). (e). (e). (f). (f). (f). (f). (f). (g). (g). (g). (g). (g). (g). (g). (g
Bangor & Aroostock R.R. Bessemer & Lake Erie R.R. Boston & Maine R.R. Central of Georgia Ry	IAM IAM	BB BB BB	SMWIA SMWIA SMWIA SMWIA	IBEW IBEW IBEW	BRCA BRCA BRCA	IBFO IBFO IBFO	BRS BRS BRS	ARSA	(3) (8) SA (3)	HRE. (*). UTSE. UTSE.

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## ERRATA SHEET

Substitute this four-page errata sheet for pages 80-83.

Table 10.—Employee representation on selected rail carriers as of June 30, 1965—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakeman, flagmen and baggage- men	Yard- foremen, helpers and switch- tenders	Yard- masters	Clerical office, station, storehouse	Mainte- nance-of- way em- ployees	Teleg- raphers	Dispatchers
Reading Co. Richmond, Fredericksburg & Potomac RR. St. Louis-San Francisco Ry. St. Louis-San Francisco Ry. St. Louis-San Francisco Ry. St. Louis-Southwestern Ry. San Diego & Arizona Eastern Ry. Seaboard Air Line RR. Soo Line RR. Co. Southern Pacific Co. (Pecific Lines). Southern Pacific Co. (Texas and Louisiana Lines). Southern Ry. Georgia, Southern Florida Ry. Cincinnati, New Orleans & Texas Pacific Ry. New Orleans & Northeastern RR. Alabama Great Southern Ry. Spokane International RR. Spokane, Portland & Seattle Ry. Staten Island Rapid Transit Ry. Temessee Central Ry. Texas Mexican Ry. Texas Mexican Ry. Toledo, Peoria & Western RR. Union Pacific RR. Utah Ry. Wabash RR. Western Maryland Ry. Western Maryland Ry.	BLE	BLF&E.	ORCB ORCB BRT ORCB ORCB ORCB	BRT ORCB BRT ORCB BRT BRT BRT BRT BRT BRT BRT BRT BRT BR	BRT BRT BRT BRT BRT SUNA BRT BRT SUNA BRT BRT SUNA BRT BRT SUNA BRT BRT BRT BRT BRT BRT BRT BRT BRT BRT	RYNA RYA	BRC	BMW	TCEU	ATDA. ATDA. ATDA. (3). ATDA. ATDA. ATDA. ATDA. ATDA. (1). (1). (1). (1). (2). (3). ATDA. ATDA. ATDA. (3). (4). (5). (6). (7). (7). (8). ATDA. ATDA. ATDA. ATDA. (9). (1). (1). (1). (2). (3). (3). (4). (5). (6). (7). (7). (8). (8). (8). (9). (9). (1). (1). (1). (1). (1). (2). (3). (3). (4). (5). (6). (7). (7). (7). (8). (8). (8). (9). (9). (9). (1). (1). (1). (1). (1). (1). (2). (3). (4). (5). (6). (7). (7). (7). (8). (9). (9). (9). (1). (1). (1). (1). (1). (1). (1). (1). (1). (1). (1). (1). (2). (3). (4). (4). (5). (5). (6). (7). (7). (7). (8). (9). (9). (1)

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Railroad	Machinists	Boiler- makers, black- smiths	Sheet metal workers	Electrical workers	Carmen, coach cleaners	Power house employees, shop laborers	Signalmen	Mechanical foremen, supervisors	Dining-ear stewards	Dining-car cooks and waiters
Akron, Canton & Youngstown Ry Ann Arbor R. R. Atchison, Topeka & Santa Fe Ry Gulf, Colorado & Sante Fe Ry Panhandle & Santa Fe Ry	IAM IAM IAM (¹) (¹)	BB BB (¹)	SMWIA SMWIA SMWIA (¹)	IBEW IBEW IBEW	BRCA BRCA (¹)	IBFO IBFO (!) (!) IBFO	BRS BRS (1)	ARSA	(3)	(3). (3). (3). (4). (5).
Atlanta & West Point R.R. Atlantic Coast Line R.R. Baltimore & Ohio R.R. Bangor & Aroostock R.R. Bessemer & Lake Erie R.R. Boston & Maine R.R.	IAMIAMIAMIAMIAMIAMIAMIAMIAMIAMIAMIAMIAMIAM	BB BB BB BB BB	SMWIA SMWIA SMWIA SMWIA SMWIA	IBEW IBEW IBEW IBEW IBEW	BRCA BRCA BRCA BRCA BRCA	IBFO IBFO IBFO IBFO IBFO	BRS BRS BRS BRS BRS	RED	(3) BRT BRT (3) SA	(3). HRE. UTSE. HRE. (3). UTSE.
Central of Georgia Ry_ Central R. R. of New Jersey_ Central Vermont Ry_ Chesapeake & Ohio Ry	IAM.	BB BB BB BB	SMWIA SMWIA SMWIA SMWIA	IBEW IBEW IBEW IBEW	BRCA BRCA BRCA	IBFO IBFO IBFO	BRS BRS BRS BRS	RED ARSA ARSA	(3) (3) (3) (3) BRT- HRE. BRT.	UTSE. (3). (3). HRE.
Chicago & Illinois Midland Ry. Chicago & North Western Ry. Chicago, Burlington & Quincy R.R. Chicago Great Western Ry. Chicago, Milwaukee, St. Paul & Pacific R.R.	IAM IAM IAM IAM	BB BB BB	SMWIA SMWIA SMWIA SMWIA SMWIA SMWIA	BBEW IBEW IBEW IBEW IBEW	BRCA BRCA BRCA BRCA BRCA	IBFO IBFO IBFO IBFO	BRS BRS BRS BRS	ARSA ARSA ARSA ARSA	(3) ORCB BRT (3) BRT	HRE (9). HRE. BSCP. (2). HRE.
Chicago, Rock Island & Pacific Ry	IAMIAMIAMIAMIAMIAMIAM	BB BB BB BB	SMWIA SMWIA SMWIA SMWIA SMWIA	IBEW IBEW (3) IBEW IBEW	BRCA BRCA BRCA BRCA BRCA	IBFO IBFO IBFO IBFO IBFO	BRS BRS BRS BRS	ARSA	BRT (3)	HRE. ORCB. BSCP. (8). HRE. SA.
Detroit & Toledo Shore Line R.R.  Detroit, Toledo & Ironton R.R.  Duluth, Missabe & Iron Range Ry.  Duluth, Winnepeg & Pacific Ry  Elgin, Joliet & Eastern Ry.	IAM	BB BB BB BB	SMWIA SMWIA SMWIA SMWIA SMWIA	IBEW IBEW IBEW IBEW IBEW	BRCA BRCA BRCA BRCA BRCA BRCA	IBFO IBFO IBFO IBFO	BRS BRS IBEW BRS BRS BRS	ARSA	(3) (3) (3) (3) (3) (3)	(3). (3). (3). (3). (3).
Erie-Lackawanna R.R. Florida East Coast Ry Fort Worth & Denver Ry Georgia & Florida R.R. Georgia R.R., Lessee org. Grand Trunk Western RR	IAMIAMIAMIAM	BB BB BB BB	SMWIA SMWIA SMWIA SMWIA SMWIA	IBEW IBEW (2) IBEW IBEW	BRCA BRCA BRCA BRCA BRCA	IBFO IBFO (2) IBFO IBFO	BRS BRS (*) BRS BRS	ARSA	(8) BRT(3) BRT	HRE. (2). BSCP. (8). (8). HRE.

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Great Northern Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(1)	BRT	HRE- ORCB.
Green Bay & Western RR	TAM	ВВ	SMWIA	(2)	BRCA	BMW	BRS		(3)	(3).
Gulf Mobile & Ohio RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	Lu	HRE.
Illinois Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	1110011	BRT	HRE.
Illinois Terminal RR		ВВ	SM WIA.	IBEW	BRCA	IBFO	IBEW	ARSA	(2)	(3).
Kansas City Southern Ry		BB	SM WIA	IBEW	BRCA	IBFO	BRS	ARSA	(2)	HRE.
Kansas, Oklahoma & Gulf Ry		(3)	(3)	(3)	BRCA	IBFO	(3)	1120	(8)	(3).
Lake Superior & Ishpeming	ŠÁ	(3) SA	ŠÁ	2)	SA	IBFO	(2)		(3)	(3).
Lehigh & Hudson River Rv	IAM	BB	(2)	(2)	BRCA	IBFO	BRS		(3)	(3).
Lehigh & New England RR		BB	SMWIA.	ÌÉEW	BRCA	(2)	(2)		(3)	(3).
Lehigh Valley RR		BB	SMWIA	IBEW	BRCA	ÌBFO	BRS	RED	BRT	HRE.
Long Island Railroad		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(3)	(3).
Louisiana & Arkansas Rv	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	(3)	(3).
Louisville & Nashville RR	TAM	BB/	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
		URRWA.								
Maine Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(3)	(*).
Midland Valley RR	IAM	BB	SM WIA	IBEW	BRCA	IBFO	IBEW		(3)	(3).
Mississippi Central RR	IAM	BB	SM WIA	IBEW	BRCA	IBFO	(3)		(3)	(3).
Missouri-Kansas-Texas RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	ĦRE.
Missouri-Kansas-Texas RR, of Texas	(1)	(1) BB	(1)	(1)	(1)	(1)	(¹) BRS		(1)	(1).
Missouri Pacific RR	ÌÀM	BB	SM WIA	IBEW	BRCA	ÎBFO	BRS	ARSA	BRT	HRE.
Monon RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Monongahela Ry	ÍAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(3)	( <sup>3</sup> ).
Montour RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(2)		(3)	(3).
Nevada Northern Ry	X	SA	SA	(2)	MMS	SA	(2)		(3)	(3).
New York Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ARSA	HRE.
Ohio Central Lines		(¹) BB	(1)	(¹) IBEW	(1)	(¹) IBFO	BRS	ARSA	ARSA	(¹).
Cleveland, Cincinnati, Chicago & St. Louis	IAM	·BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ARSA	(¹).
Ry.									í l	
Michigan Central RR	(1)	(1)	(1)	(1)	·~(¹)	IBFO	BRS	ARSA	ARSA	(1).
Boston & Albany RR	(1)	(1)	SMWIA_	(1)	(1)	IBFO	BRS	ARSA	ARSA	(1).
New York, Chicago & St. Louis RR		BB	SM WIA	IBEW	BRCA	IBFO	BRS	ARSA	(8)	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		(3)	(8).
Norfolk & Western Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Norfolk Southern Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS		(3)	(3). ORCB-
Northern Pacific Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(1)	BRT	
Northwestown Design D.D.	T 4 3 6	ВВ	CATTURE	IBEW	DDC.	TREA	(1)	ARSA	1 (3)	HRE.
Northwestern Pacific RR			SMWIA		BRCA	IBFO	(1)			(3) DC 6 B B
Pennsylvania RR	IAM	URRWA/	SMWAI	URRWA.	URRWA.	URRWA.	BRS	SA	BRT	DC&RR FWU.
See feetnetes at and of table	1	BB.	l		l i	į.		t	1	rwo.

See footnotes at end of table.

Table 10.—Employee representation on selected rail carriers as of June 30, 1965—Continued

Richmönd, Fredericksburg & Potomac RR	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
Tennessee Central Ry	Pittsburgh & Lake Erie RR. Pittsburgh & Shawmut RR. Pittsburgh & West Virginia Ry. Reading Co. Richmond, Fredericksburg & Potomac RR. St. Louis-San Francisco Ry.  San Diego & Arizona Eastern Ry. Seaboard Air Line RR. Soo Line RR. Co. Southern Pacific Co. (Pacific Lines). Southern Pacific Co. (Texas and Louisiana Lines). Southern Pacific Co. (Texas and Louisiana Lines). Southern Ry. Georgia, Southern & Florida. Cincinnati, New Orleans & Texas Pacific Ry. New Orleans & Northeastern RR. Alabama Great Southern Ry. Spokane International RR. Spokane Portland & Seattle Ry. Staten Island Rapid Transit Ry. Texas Mexican Ry. Texas & Pacific Ry. Texas & Pacific RR. Union Pacific RR. Union Pacific RR. Utah Ry. Wabash RR. Western Maryland Ry.	IAM	BB	SMWIA. (3) SMWIA. SMWIA. SMWIA. SMWIA. SMWIA. SMWIA. SMWIA. SMWIA. SMWIA. (1). (1). (2). (3). (3). SA. SMWIA. SMWIA. SMWIA. SMWIA. SMWIA. SMWIA. (3). SMWIA.	IBEW URRWA IBEW IBEW IBEW IBEW IBEW IBEW IBEW IBEW	URRWA URRWA URRWA BRCA BRCA BRCA BRCA BRCA BRCA BRCA BRC	IBFO	UMW (3) (3) (3) (3) (3) (4) (5) (6) (7) (1) (1) (1) (1) (1) (1) (1) (2) (3) (3) (3) (3) (3) (3) (3) (3) (3) (3	RED	(3) BRT. BRT. BRT. BRT. BRT. BRT. (3) (3). (3). (3). (3). (3). (3). (3).	(8). (9). (1). (1). (1). (1). (2). (3). (4). (4). (5). (6). (7). (8). (9). (9). (1). (1). (1). (1). (1). (1). (2). (3). (4). (5). (6). (7). (8). (8). (9). (1). (1). (1). (1). (1). (2). (3). (4). (5). (6). (7). (8). (8). (9). (9). (9). (1). (1). (1). (1). (1). (1). (2). (3). (4). (5). (4). (5). (6). (7). (8). (8). (9). (9). (9). (1). (1). (1). (1). (1). (1). (1). (2). (3). (4). (4). (5). (5). (6). (6). (7). (7). (8). (8). (9). (9). (9). (1). (1). (1). (1). (1). (1). (1). (1

Included in System Agreement.
 Employees in this craft or class but not covered by agreement.
 Carriers report no employees in this craft or class.
 Employees represented by W. W. Jordan, an individual.

Central R.R. of New Jersey	IAM	BB	SMWIA_	IBEW	BRCA	IBFO	BRS	RED	/3)	(8).
Central Vermont Ry	IAM	BB	SMWIA.	IBEW	BRCA	IBFO	BRS	ARSA	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	(8).
		BB							(4)	
Chesapeake & Ohio Ry	IAM	вв	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT-	HRE.
		l	l						HRE.	
Chicago & Eastern Illinois R.R.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Chicago & Illinois Midland Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(8)	(3).
Chicago & North Western Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ORCB	HRE.
Chicago, Burlington & Quincy R.R.	IAM	BB	SMWIA.	IBEW	BRCA	IBFO	BRS	ARSA	BRT	BSCP.
Chicago Great Western Ry	IAM	ВВ	SMWIA	IBEW	BRCA	IBFO	BRS			
Chicago Great Western Ry					BRUA			ARSA	(3)	HRE.
Chicago, Milwaukee, St. Paul & Pacific R.R	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(1)	BRT	HRE.
Chicago, Rock Island & Pacific Ry	. IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Clinchfield R.R.	. IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(8)	ORCB.
Colorado & Southern Ry	IAM	BB	SMWIA	IBEW	BRCA	BMW	BRS	ARSA	BRT	BSCP.
Colorado & Wyoming Ry	IAM	BB	SMWIA	(8)	BRCA	IBFO	(8)	11.40021	(8)	(8).
Delaware & Hudson R.R.	IAM	·BB	SMWIA.	IBEW	BRCA	IBFO	BRS		BRT	HRE.
		BB	SMWIA				DD0			
Denver & Rio Grande Western R.R.				IBEW	BRCA	IBFO	BRS		BRT	SA.
Detroit & Toledo Shore Line R.R.	. IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(8)	(8).
Detroit, Toledo & Ironton R.R.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	1	(8)	(8).
Duluth, Missabe & Iron Range Ry	. IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	ļ,	(8)	(8)
Duluth, Winnepeg & Pacific Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	\ \a\	}a√ •
Elgin, Joliet & Eastern Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ALLOA	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	l Σ
Erie-Lackawanna R.R	IAM	BB.	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(Y)
								(*)	(*)	HRE.
Florida East Coast Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(8)	( <sup>2</sup> ).
Fort Worth & Denver Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS	LU	BRT	BSCP.
Georgia & Florida R.R.	IAM	BB	SMWIA	(2)	BRCA	(2)	(8)	l	(8)	(3).
Georgia R.R., Lessee org		BB	SMWIA	ÌBEW	BRCA	ÌBFO	BRS		78	(3).
Grand Trunk Western RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Great Northern Ry	IAM	BB	SM WIA	IBEW	BRCA	IBFO	BRS	(1)	BRT	HRE-
Great Northern Try	I TUM	DD	DIVI WIA	1014 17	DRUA	1010	DR0	(')	DR.1	
C D A Wt DD	7436	ВВ	03.67777.4	<b>(0)</b>	DD 04	Dagge	777	ł	400	ORCB.
Green Bay & Western RR	. IAM		SMWIA	(*)	BRCA	BM W	BRS		(8)	(8).
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	(2)	(3).
Kansas City Southern Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	2	HRE.
Kansas, Oklahoma & Gulf Ry	(3)	(3)	(8)	(3)	BRCA	IBFO	(8)	ALLOA	<del>                                    </del>	(8),
Lake Superior & Ishpeming	(2) SA	SA	SA	(2)	SA	IBFO	(2)		(*)	<u>                                   </u>
Lake Superior & Ishpenning	SA		5A	(*)		1BFO		<del>-</del>	(*)	(*).
Lehigh & Hudson River Ry.	IAM	BB	(2) SM WIA	(²)	BRCA	IBFO	BRS		(3)	(8).
Lehigh & New England RR.	IAM	BB	SMWIA	IBEW	BRCA	(2)	(2),		(3)	(3).
Lehigh Valley RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	BRT	HRE.
Long Island Railroad	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(8)	(8).
Louisiana & Arkansas Ry	IAM	BB	SM WIA	IBEW	BRCA	IBFO	BRS	RED	/3	(8)
Louisville & Nashville RR	IAM	BB/	SMWIA	IBEW	BRCA	IBFO	BRS.	101210	DDW	HRE.
TOURSTRIE OF LABOUALING D. U	- TWIMT	URRWA.	DIVI WILL	IDE W	DRUA	IDF U	DRS		BRT	HKC.
Mala a Combant DD	1 - 4 3 -		CACTURE	TDENT	l nna.	77770	DD0			
Maine Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(3)	(8).
Midland Valley RR.	IAM	BB	SM WIA	IBEW	BRCA	IBFO	IBEW		(3)	(8).
Mississippi Central RR	. IAM	BB	SMWIA	IBEW	BRCA	IBFO	(8)		(3)	(3)
Missouri-Kansas-Texas RR	IAM	BB.	SM WIA	IBEW	BRCA	IBFO	(8) BRS	ARSA	BRT.	HRE.
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See footnotes at end of table.

Table 10.—Employee representation on selected rail carriers as of June 30, 1965—Continued

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Railroad	Engineers	Firemen and hostlers	Conductors	Brakeman, flagmen and baggage- men	Yard- foremen, helpers and switch- tenders	Yard- masters	Clerical office, station, storehouse	Mainte- nance-of- way em- ployees	Teleg- raphers	Dispatcher
Missouri-Kansas-Texas RR. of Texas.  Missouri Pacific RR.  Monon RR.  Monotour RR.  Nevada Northern Ry.  New York Central RR.  Ohio Central Lines.  Cleveland, Cincinnati, Chicago & St. Louis	IAM IAM IAM X IAM	(1) BB BB BB BB SA BB (1) BB	SMWIA	(1) IBEW IBEW IBEW IBEW (2) IBEW (1) IBEW	BRCA BRCA BRCA BRCA BRCA MMS BRCA (1) BRCA	(i) IBFO IBFO IBFO SA IBFO	(1) BRS BRS BRS (2) (2) BRS BRS BRS	ARSA ARSA TARSA VARSA ARSA	(1)	(1). HRE. HRE. (3). (3). (4). HRE. (1).
Ry. Michigan Central RR. Boston & Albany RR. New York, Chicago & St. Louis RR. New York, New Haven & Hartford. New York, Susquehanna & Western RR. Norfolk & Western Ry. Norfolk Southern Ry. Northern Pacific Ry.	IAM IAM IAM	(1) (1) BB BB BB BB BB BB BB	SMWTA	(1) (1) IBEW IBEW IBEW IBEW IBEW	(1)	IBFO	BRS BRS BRS BRS BRS BRS BRS	ARSA ARSA ARSA ARSA (1)	ARSA ARSA (3) BRT (3) BRT (3) BRT (3) BRT	(1). HRE. HRE. (3). HRE. (3). ORCB- HRE.
Northwestern Pacific RR Pennsylvania RR	IAM	BB. URRWA/ BB.	SMWIA SMWAI	IBEW URRWA.	BRCA URRWA.	IBFO URRWA.	(¹) BR\$	ARSA	(3) BRT	DC&RR FWU.
Pennsylvania Reading Seashore Ln	IAM URRWA. IAM IAM	(3) BB URRWA BB BB BB BB IBEW.	SMWIA SMWIA SMWIA SMWIA SMWIA SMWIA	IBEW IBEW IBEW IBEW IBEW IBEW	BRCA URRWA. URRWA. BRCA BRCA BRCA BRCA		BRS UMW (3) BRS BRS BRS	RED (1)	(3)(3)(3)	(3). (3). (3). (3). (3). HRE. (3). HRE.
St. Louis Southwestern Ry	IAM IAM IAM	BB BB BB BB BB BB	SMWIA SMWIA SMWIA SMWIA SMWIA SMWIA	IBEW IBEW IBEW IBEW IBEW	BRCA BRCA BRCA BRCA BRCA	IBFO IBFO IBFO IBFO IBFO	BRS BRS BRS BRS BRS	ARSA ARSA L.UARSA	(2) BRT BRT (2) BRT BRT	(¹). HRE. HRE. HRE. HRE. HRE.

Southern Ry   Georgia, Southern & Florida   (1)   (1	(i) (i) (i) (i) (i) (ii) (ii) (ii) (ii)	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	(1) ARSA (1) ASRA (1) ARSA (1)	(3) (3) (3) (3) (3) (3) (3) (3) (3) (3)
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Included in System Agreement.
 Employees in this craft or class but not covered by agreement.
 Carriers report no employees in this craft or class.
 Employees represented by W. W. Jordan, an individual.

TABLE 11.—Employee representation on selected air carriers as of June 30, 1965

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Steward- esses and pursers	Radio and teletype operators	Mechanics	Clerical, office, stores, fleet and passenger service	Stock and stores
Allegheny Airlines, Inc	ALPA ALPA ALPA ALPA ALPA ALPA ALPA ALPA	FEIA  ALPA FEIA  IAM IAM IAM IAM FEIA  FEIA  FEIA  FEIA  FEIA  FEIA	TWU	LUALDAALD	ALPA TWU ALPA ALPA ALPA ALPA ALPA ALPA ALPA ALP	CWA	IAM IBT IAM	TWU LU	IAM. TWU. IBT. (?). IAM. IAM. IAM. IAM. (3). IAM. IAM. IAM. IAM. IAM. IAM. IAM. IAM
West Coast Airlines	ALPA			ALDA	ALPA		IAM	ALEA	IAM.1

Representing only a portion of the craft or class.
 Included in C.O.S.F. & P.S.
 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

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.

In the Board providing that the Second Officers Association has relinquished representation in favor of ALPA.

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 ArborAtchison, Topeka & Santa Fe	GLLO	NMEB	SIUA	SIUA		SIUA		SIUA
Santa Fe Baltimore & Ohio Central R.R. of New	MMP MMP	NMEB TWU	IUP SIUA	IUP TWU	ILA	IOE	MMP	
Jersey Chesapeake & Ohio (P.M. Div.)	MMP MMP MMP	TWU NMEB GLLO	TWU SIUA NMU	TWU UMW NMU	ILA	IOE	TWU	NMU
Chicago, Milwaukee, St. Paul & Pacific	MMP	NMEB	IUP	IUP		IUP		IUP
Erie-Lackawanna RR.	MMP	NMEB	SIUA	IBT	TWU- ILA	TWU	UMW	
Grand-Trunk Western Lehigh Valley Long Island	RMU	GLLO NMEB NMEB	NMU TWU RMU	NMU TWU RMU	ILA	IOE	TWU TWU	NMU
Missouri-Illinois New York Central New York, New Haven	MMP MMP	NMEB TWU	MMP SIUA	NMEB TWU	ILA		SIUA	
& Hartford Norfolk Southern	MMP MMP	NMEB NMEB	SIUA	TWU	ILA		NMEB	T.D.D.
Pennsylvania Reading Southern Pacific (Pac.	MMP MMP	TWU NMEB	SIUA NMU	TWU NMU	NMU	IOE		HRE NMU
Lines)	MMP	NMEB NMEB	IUP MMP	IUP				IUP
Staten Isl. Rapid Trans Wabash Western Maryland	MMP GLLO	GLLO	MMP UMW	TWU 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

Great Lakes Licensed Öfficer's Organization
Hotel & Restaurant Employees & Bartenders International Union
International Brotherhood of Longshoremen
International Longshoremen's Association
International Union of Operating Engineers
Inlandboatmen's Union of the Pacific
International Organization of Masters, Mates and Pilots
National Marine Engineers Beneficial Association
National Marine Union of America
Railroad Marine Union of America
Transport Workers Union of America, Railroad Division
United Mine Workers of America, District 50 IBL ILA IOE IUP

IUP MMP NMEB NMU RMU SIUA TWU

ŪMW

#### RAILROAD

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 Em-
ы	ployees
BRCA	Brotherhood of Railway Carmen of America
BRS	Brotherhood of Railroad Signalmen
BRT	Brotherhood of Railroad Trainmen
BSCP	Brotherhood of Sleeping-Car Porters
	Dining Car & Railroad Food Workers Union
HRE	Hotel & Restaurant Employees & Bartenders International Union
IAM	International Association of Machinists & Aerospace Workers
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
MINIS	And the Hard Couldness and Bushaman

International Union of Mine, Mill & Smelter Workers Order of Railway Conductors and Brakemen Transportation-Communication Employees Union Railway Employees' Department, AFL-CIO Railroad Yardmasters of America Railroad Yardmasters of North America System Association, Committee or Individual Sheet Metal Workers International Association Transport Workers Union of America, Railroad Division United Mine Workers of America, District 50 United Transport Service Employees

TCEU RED RYA RYNA

SA SMWIA

URRWA UMW UTSE

### AIRLINES

1	AIRLINES
ALEA ALDA ALPA ALSSA BRC	Air Line Employes Association Air Line Dispatchers Association Air Line Pilots Association, International Air Line Stewards & Stewardesses Association, Int'l Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Em-
CWA FEIA IAM IBT TWU APA	ployees Communications Workers of America Communications Workers of America Flight Engineers International Association International Association of Machinists and Aerospace Workers International Brotherhood of Teamsters, Chauffers, Warehousemen & Helpers of America Transport Workers Union of America, Airline Division Allied Pilots Association