

Thirty-Second
ANNUAL REPORT OF THE
NATIONAL
MEDIATION
BOARD

INCLUDING
THE REPORT OF THE
NATIONAL RAILROAD
ADJUSTMENT BOARD

For the Fiscal Year Ended JUNE 30, 1966

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NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1966

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

LEVERETT EDWARDS, *Member*

HOWARD G. GAMSER, *Member*

THOMAS A. TRACY, *Executive Secretary*

C. ROBERT ROADLEY, *Assistant Executive Secretary*

LETTER OF TRANSMITTAL

NATIONAL MEDIATION BOARD,
OFFICE OF THE CHAIRMAN,
Washington, D.C., November 1, 1966.

*To the Senate and House of Representatives of the United States of
American 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 Thirty-second Annual Report of the National Mediation Board for the fiscal year ended June 30, 1966, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

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

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I. SUMMARY AND OBSERVATIONS

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, 1966. This report also includes a summary of the activities of the National Railroad Adjustment Board for the same period.

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

These procedures include in the first instance a requirement that the parties directly negotiate in an effort to resolve 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.

During the past fiscal year, the more prominent issues in major disputes in the railroad and airline industries followed a similar pattern as in recent years. These issues in one category stem from the efforts of management to utilize technological improvements in labor saving equipment and new methods of work performance and the proposals of employee representatives relating to "job security" designed to reduce large scale elimination of employees.

In another category, controversial issues developed from the initiation by employee representatives of new wage and rules proposals of industrywide significance in both the railroad and airline industries for term revisions of collective bargaining contracts.

The only serious interruption to the services of major carriers during the fiscal year resulted from a 5-day work stoppage by firemen represented by the Brotherhood of Locomotive Firemen and Engineers on eight major railroads in various sections of the country. This work stoppage was terminated by a court injunction. The issues in dispute involved the proposals of employee representatives relating to the manning of locomotives and trains and the status of Award of Arbitration Board 282, upon its expiration during the fiscal year. Principal developments occurring during the fiscal year relating to this arbitration award are outlined in items of special interest in this chapter 1.

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.¹

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

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

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

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

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.²

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

The act was amended January 10, 1951 so as to permit carriers and labor organizations to make agreements, requiring as a condition of continued employment, that all employees of a craft or class represented by the labor organization, become members of that organization. This amendment (sec. 2, eleventh) also permitted the making of agreements providing for the checkoff of union dues, subject to specific authorization of the individual employee.

Purposes of Act

The general purposes of the act are described in section 2 as follows:

(1) To avoid any interruption to commerce or to the operation of any carrier engaged therein; (2) to forbid any limitation upon freedom of association among employees or any denial, as a condition of employment or otherwise, of the right of employees to join a labor organization; (3) to provide for the complete independence of carriers and of employees in the matter of self-organization; (4) to provide for the prompt and orderly settlement of all disputes concerning rates of pay, rules, or working conditions; (5) to provide for the prompt and orderly settlement of all disputes growing out of grievances or out of the interpretation or application of agreements covering rates of pay, rules, or working conditions.

To promote the fulfillment of these general purposes, legal rights are established and legal duties and obligations are imposed on labor and management. The act provides "that representatives of both sides are to be designated by the respective parties without interference, influence or coercion by either party over the designation by the other" and "all disputes between a carrier or carriers and its or their employees shall be considered and if possible decided with all expedition in conference between authorized representatives of the parties." The principle of collective bargaining is aided by the provision that "it shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions."

² By amendment June 20, 1966 (Public Law 89-456) "minor disputes" may be processed to special boards of adjustment on individual carriers.

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 and 1934 showed that the absence of a provision in the law of a definite procedural method to impartially

determine the right of the representative at the bargaining table to act as spokesman on behalf of the employees was a deterrent to reaching the merits of proposals advanced and often frustrated the collective bargaining processes. To remedy this deficiency in the law, section 2 of the act was amended in 1934 so that in case a dispute arose among a carrier's employees as to who represented the employees, the National Mediation Board could investigate and determine the representation desires of employees with finality.

In order to accomplish this duty, the Board was authorized to take a secret ballot of the employees involved or to utilize any other appropriate method of ascertaining the duly designated and authorized representative of the employees. The Board upon completion of its investigation certifies the name of the representative and the carrier then is required to treat with that representative for the purposes of the act. Through this procedure a definite determination is made as to who may represent the employees at the bargaining table.

Major Disputes

The step-by-step procedure of direct negotiation, mediation, arbitration, and emergency boards for handling proposals to make, amend, or revise agreements between labor and management incorporated in the 1926 act was retained by the 1934 amendments. This procedure contemplates that direct negotiations between the parties will be initiated by a written notice by either of the parties at least 30 days prior to the date of the intended change in the agreement. Acknowledgment of the notice and arrangements for the conference by the parties on the subject of the notice is made within 10 days. The conference must begin within the 30 days provided in the notice. In this manner direct negotiations between the parties commence on a definite written proposal by either of the parties. Those conferences may continue from time to time until a settlement or deadlock is reached. During this period and for a period of 10 days after the termination of conference between the parties the act provides the "status quo will be maintained and rates of pay, rules, or working conditions shall not be altered by the carrier."

There are no accurate statistics to indicate how many disputes have been settled at this level by the parties without outside assistance; however, each year the Board receives well over a thousand amendments or revisions of agreements. Such settlements outnumber those that are made with the assistance of the Board, and clearly indicate the effectiveness of the first step of the procedures outlined in the act that it shall be the duty of carriers and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions. In the event that the parties do not settle their problem in direct negotiations either party may request the services of the National Mediation Board in settling the dispute or the Board may proffer its services to the parties. In the event this occurs, the "status quo" continues in effect and the carrier shall not alter the rates of pay, rules, or working conditions as embodied in existing agreements while the Board retains jurisdiction. At this point the Board, through its mediation services, attempts to reconcile the differences between the parties so that a mutually acceptable solution to the problem may be found. The mediation function of the

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

When the best efforts of the Board have been exhausted without a settlement of the issue in dispute the law requires that the Board urge the parties to submit the dispute to arbitration for final and binding settlement. This is not compulsory arbitration but a freely accepted procedure by the parties which will conclusively dispose of the issue at hand. The parties are not required to accept the arbitration procedure; one or both parties may decline to utilize this method of disposing of the dispute. But if the parties do accept this method of terminating the issue the act provides in sections 7, 8, and 9 a comprehensive arrangement by which the arbitration proceedings will be conducted. The Board has always felt that arbitration should be used by the parties more frequently in disposing of disputes which have not been settled in mediation.

In the event that mediation fails and the parties refuse to arbitrate their differences the Board notifies both parties in writing that its mediatory efforts have failed and for 30 days thereafter, unless in the intervening period the parties agree to arbitration, or an emergency board shall be created under section 10 of the act, no change shall be made in the rates of pay, rules, or working conditions or established practices in effect prior to the time the dispute arose.

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

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

period and 30 days after, no change shall be made by the parties to the controversy in the conditions out of which the dispute arose. This latter period permits the parties to consider the report of the board as a basis for settling the dispute.

During the 32 years the National Mediation Board has been in existence, 166 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."

On June 20, 1966, section 3 of the act was amended (Public Law 89-456) to provide a procedure for establishment of special boards of adjustment on individual railroads to dispose of "minor disputes" on demand of the railroad or the representative of a craft or class of employees of such railroad. Prior to this amendment the statute did not make provision for establishing by unilateral action special boards of adjustment on the individual railroads for disposition of "minor disputes." Such boards could only be established by agreement between the parties. Under rules and regulations adopted by the National Mediation Board and published in the Federal Register of November 17, 1966, special boards of adjustment established under this amendment are to be designated as PL Boards to distinguish them from other special boards of adjustment.

The National Railroad Adjustment Board, with headquarters in Chicago, Ill., 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 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 setting 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 of their own interest and the interest of the public of any other course than a peaceful solution of their problems.

Procedures in themselves do not guarantee mechanical simplicity in disposing of industrial disputes, which the Supreme Court of the United States has aptly described as “a subject highly charged with emotion.” Good faith efforts of the parties and a will to solve their own problems are essential ingredients to the maintenance of peaceful relations and uninterrupted service.

As with any system or plan which seeks to retain freedom of contract and the right to resort to economic force, there have been periods of crises under the act, but in the aggregate, the system has worked well—it has settled large numbers of disputes both at the local and national level with a minimum of disturbance to the public.

It cannot, however, be overemphasized that whatever the success that has been achieved in maintaining industrial peace in the industries served by the Railway Labor Act has resulted from the cooperation of carriers and organizations in solving their own problems. The future success of the law depends upon continued respect for the processes of free collective bargaining and consideration of the public interest involved.

Railroad Industrywide Bargaining

In the railroad industry, there has been a practice followed for many years by agreement between representatives of management and labor to conduct collective bargaining negotiations of periodic wage and rules requests on an industrywide basis. These are generally referred to as concerted or national wage and rules movements.

In the initiation of such movements, the Standard Railway Labor Organizations representing practically all railroad employees on the major trunkline carriers and other important rail transportation facilities will serve proposals on the individual carriers throughout the country. These proposals also include a request that if the proposals are not settled on the individual property, the carrier join with other carriers receiving a like proposal, in authorizing a carriers' conference committee to represent it in handling the matter in negotiations at the national level.

Conversely, counterproposals or new proposals for wage adjustments or revision of collective bargaining contract rules, which the railroads desire to progress for negotiations at the national level, are served by the officials of the individual carriers on the local representatives of labor organizations involved.

When the parties are agreeable to negotiate on a national basis, three regional carriers' conference committees are usually established with authority to represent the principal carriers in the Eastern, Western,

and Southeastern territories. Recently, the carriers established a National Railway Labor Conference on a permanent basis. The employees involved are represented by national conference committees established by the labor organizations.

Generally, 11 Standard Railway Labor Organizations, representing the vast majority of nonoperating employees (those not directly involved in the movement of trains, such as shop crafts, maintenance-of-way and signal forces, clerical and communication employees), jointly progress a uniform national wage and rules movement.

Other organizations representing certain nonoperating employees, such as yardmasters and train dispatchers, generally progress their national wage and rule movements separately, although at times in the past, they have joined with the larger group of Standard Railway Labor Organizations representing nonoperating employees.

The five labor organizations representing practically all the major railroads' operating employees (those engaged directly in the movement of trains, such as locomotive engineers, locomotive firemen, road conductors, road trainmen, and yardmen), progress their wages and rules proposals for national handling in the same manner but separately, as a general rule. In some instances, the proposals of these organizations will be substantially similar in the amount of wage increases or improvement in working conditions requested. In other instances in the past, there has been a variety of proposals by some of these organizations, differing particularly in the number and character of rules changes proposed. These instances have usually produced proposals by the carriers of a broad scope for changes in the wage structure and working rules, applicable to operating employees. The experience in handling has been generally satisfactory when the requests are relatively uniform as to wages or involve only a few rules proposals. On the other hand, numerous proposals for changes in rules, and those seeking substantial departure from existing rules, produce controversies extremely difficult to compose.

The benefit of negotiations, national in scope, is that when settlement is effected, it establishes a "pattern" for the entire industry, extending generally to all of the major carriers of the country. Other important rail transportation facilities and smaller carriers which do not participate actively in the national negotiations will, as a rule, adopt the same or similar pattern. Thus, a single negotiating proceeding, 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 five work stoppages occurring in industries covered by the Railway Labor Act. Four stoppages were in the railroad industry, while the other reported stoppage occurred in the airline 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 the strikes tabulated and listed in table 7, appendix C, the following summary indicates the major factors of consideration :

A-6774—*The Ahnapee & Western Railway Co. and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and Brotherhood of Railroad Trainmen*

October 9, 1965, a strike by five operating employees occurred on this railroad and continued until October 19, 1965, at which time the strike was terminated by an agreement reached in mediation on October 17, 1965. The issues involved in the dispute concerned rates of pay and crew consist.

A-7339—*Birmingham Southern Railroad and United Steelworkers of America*

On November 12, 1965, a strike of 11 days duration occurred on this carrier. The disputed issues involved rates of pay, life insurance, hospitalization, and pension benefits. The Board re-entered this case on a public interest basis. The striking employees returned to work upon the negotiation of a mediation agreement which resolves all issues in dispute.

Pennsylvania, Central of Georgia, Illinois Central, Grand Trunk Western, Boston & Maine, Missouri Pacific, Union Pacific, and Seaboard Air Line Railroad and Brotherhood of Locomotive Firemen and Enginemen

On March 31, 1966, a strike of 5 days' duration occurred on the eight above named carriers. The organization contended that the strike was motivated by the carriers' refusal to bargain about an apprentice program for firemen. The carriers contended that the strike related to the rules and practices in effect upon the expiration of Arbitration Award 282. The U.S. District Court for the District of Columbia enjoined the strike and ordered the parties to settle their differences in accordance with the customary procedures of the Railway Labor Act.

A-7635—*Frankfort & Cincinnati Railroad Co. and Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen*

On May 9, 1966, a strike occurred on this carrier when agreement could not be reached on the organizations' notices covering the national wage and rule movement and the carrier's notice for elimination of firemen. In accordance with section 5, first (b) of the Railway Labor Act the Board, after exhausting its mediation services, proffered arbitration. This proffer was refused by the carrier and the dispute had not been settled at the close of the fiscal year.

E-308—*San Francisco & Oakland Helicopter Co., Inc., and Transport Workers Union of America, AFL-CIO*

This strike began on August 20, 1965, when the parties failed to reach agreement concerning the holding of conferences and the status of a discharged employee. Settlement was effected by the securing of an arbitration agreement by the Board.

THREATENED STRIKES

Section 10 of the Railway Labor Act provides that if, in the judgment of the National Mediation Board, a dispute not settled by the mediation and arbitration procedures of the act, threatens substantially to deprive any section of the country of essential transportation,

the Board shall notify the President who, in his discretion, may create a board to investigate and report respecting such dispute.

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

No. 165 (E.O. 11243) is- The Atchison, Topeka, and Santa Fe Rail-
sued Sept. 13, 1965. way Co. Lines East and West and the
Brotherhood of Railroad Trainmen.

No. 166 (E.O. 11276) is- Eastern Air Lines, Inc., National Air
sued April 21, 1966. Lines, Inc., Northwest Air Lines, Inc.,
Trans World Air Lines, Inc., and
United Air Lines, Inc., and certain of
their employees represented by the In-
ternational Association of Machinists
and Aerospace Workers, AFL-CIO.

Report of Emergency Board No. 166 to the President on June 5, 1966, is summarized in chapter V. The dispute for which Emergency Board No. 165 was created, was settled by the parties in mediation proceedings which were resumed prior to the appointment of emergency board members eliminating the necessity for investigation and report under section 10 of the act.

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

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

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

available to handle "major" disputes in both industries. The scheme of the act is such that its orderly procedures should be followed step by step to a resolution of every dispute.

ITEMS OF SPECIAL INTEREST

Developments Relating to Award of Arbitration Board 282 Established Under Public Law 88-108

Arbitration Board 282 was established pursuant to Public Law 88-108, approved August 28, 1963, to make disposition by compulsory arbitration of two issues which were part of a dispute relating to proposals for extensive revision of the wage structure and work-rules of collective bargaining agreements between the major railroads of the country and their employees engaged in the operation of trains. (An outline of the handling of the "railroad work-rules" dispute appears in the Twenty-ninth and Thirtieth Annual Reports of the National Mediation Board.)

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

- (1) Use of firemen on diesel locomotives in road freight and yard service.
- (2) Consist of train road and yard crews (other than engine crews).

This arbitration board issued and filed its award with the U.S. District Court for the District of Columbia on November 26, 1963. The effective date for application of the award was January 25, 1964, and provision was made that it should continue in force for 2 years from its effective date, unless the parties agreed otherwise. The award expired January 25, 1966, with respect to the "crew consist" issue and by special understanding being the parties, the expiration date of the award with respect to the fireman issue was extended to March 31, 1966. The statute and the award were silent as to its status beyond its expiration date.

The award permitted each railroad, parties to the dispute, to eliminate firemen's positions up to 90 percent on each seniority district. The union representatives were given the right to designate the remaining 10 percent of firemen's assignments to be retained. Provision was made for job retention rights, severance pay allowances or other employee protective benefits, based on the length of service of employees.

As to the "crew consist" issue, the award remanded this issue to the parties for negotiations on a local basis on the individual properties. Provision was made that disputes not resolved by negotiations, could be progressed to special boards of adjustment for final and binding decisions.

During the 2 years the award was in effect reductions were made in firemen's positions and also in positions of road, train and yard service employees by the application of the procedures outlined in the award.

Efforts of the organizations through the serving of section 6 notices to restore employment in the classifications affected by the award upon its expiration and differences between the parties as to the effect of the award after its expiration, eventually became the subject of court actions initiated by the carriers.

On January 24, 1966, the railroads obtained from the District Court for the District of Columbia, an injunction to prevent a strike by the Brotherhood of Railroad Trainmen, the Order of Railway Conductors and Brakemen, and the Switchmen's Union of North America, upon the expiration of the award relating to the "crew consist" issue on January 25, 1966. The railroads also petitioned the court for a determination as to the effect of the award upon its expiration.

The U.S. District Court for the District of Columbia ruled on March 3, 1966 (*Akron & Barberton Railroad et al., v. Brotherhood of Railroad Trainmen et al.*, 250 F. Supp 691), that no further steps could be taken by the parties under the award after it expired and that neither side could take any unilateral action or resort to self-help, since a new status had been created by the award, which would be subject to change only in accordance with the required procedures of the Railway Labor Act.

In determining the effect of the award, the court's opinion also included the firemen represented by the Brotherhood of Locomotive Firemen and Enginemen. The award with respect to the firemen issue was due to expire March 31, 1966.

On February 17, 1966, the Brotherhood of Locomotive Firemen and Enginemen filed a petition in the U.S. District Court at Chicago, Ill. for a declaratory judgment as to the status of the award upon its expiration March 31, 1966, and the rights of employees under collective bargaining agreements and practices in effect prior to the application of the award of Arbitration Board 282.

On March 18, 1966, on motion of the railroads, the court in Chicago transferred the case to the U.S. District Court in Washington, D.C.

On March 31, 1966, firemen represented by the Brotherhood of Locomotive Firemen and Enginemen, engaged in a work stoppage on eight major railroads in various sections of the country (the Boston & Maine, the Illinois Central, Union Pacific, Missouri Pacific, Grand Trunk Western, Central of Georgia, the Seaboard Air Line, and the Pennsylvania Railroad System west of Harrisburg, Pa.). This work stoppage was enjoined by the U.S. District Court for the District of Columbia, on motion of the railroads. The union after unsuccessfully opposing the court order, terminated the work stoppage on April 4, 1966. This work stoppage climaxed a controversy between the organizations and the major railroads of the country effected by the award of Arbitration Board No. 282, as to the status of the award and its effect on the provisions of collective bargaining agreements after its expiration.

The organizations contended that upon the expiration of the award, the terms of the collective bargaining agreements in effect prior to the award would automatically be reinstated. In addition, the organizations representing road train and yard service employees served section 6 notices prior to the expiration of the award, requesting rules governing the manning and size of train and yard crews, and the Brotherhood of Locomotive Firemen and Enginemen on November 15, 1966, served three separate section 6 notices on the major carriers requesting that: (1) Firemen be used on all diesel locomotives in road and yard service, except for certain specified runs; (2) that all firemen terminated under the award be recalled to service and indemnified for losses resulting from their termination; and (3) the establishment of a training program for apprentices.

Efforts to negotiate on these notices prior to the expiration of the award, met with resistance in many instances on the grounds that such notices were served prematurely and encompassed demands not subject to bargaining under the Railway Labor Act.

In brief, the court's opinions in granting permanent injunctions enjoining work stoppages involving the controversy over the award, held that the termination of the effective period of the award did not restore the status existing prior to the award, but that the changes accomplished pursuant to the award must be regarded as taking the place of provisions of collective bargaining agreements within the meaning of the Railway Labor Act, and that neither side may take any unilateral action or resort to self-help since a new status had been created under the act by the award, which would be subject to change only in accordance with the required procedures of the Railway Labor Act.

In the several opinions rendered by the court involving the award and related questions,¹ the court held that the section 6 notices served prior to the expiration of the award involving changes relating to "crew consists" for road train and yard service employees, although prematurely served, need not be re-served, but could only be considered effective as of the day following the termination of the award; that notices No. 1 and No. 2 served by the Brotherhood of Locomotive Firemen and Enginemen were invalid and ineffective in that they did not relate to matters subject to collective bargaining under the Railway Labor Act, because in effect they sought to abrogate the provisions of the award and restore the situation existing prior to the award, with reimbursement for losses alleged to have been sustained by firemen who were discharged; consequently there is no obligation on the part of carriers to enter into negotiations concerning the subject matter of these notices.

The court also held that no further steps may be taken under the award after its termination; that the carriers may not terminate any more employees pursuant to the terms of the award; that the fact that in some instances carriers have been prevented by State "full crew" laws from severing employment in accordance with the award, does not authorize the carriers to dispense with such employees after the repeal of any "full crew" law.

Appeal by the organizations is now pending in the U.S. Circuit Court of Appeals for the District of Columbia.

NEW WAGE AND RULES CHANGE MOVEMENTS—RAILROAD INDUSTRY

New wage and rules movements by all of the Standard Railway Labor Organizations, representing practically all of the operating and nonoperating employees on the major railroads of the country, were initiated by the serving of section 6 notices during and shortly after the close of the fiscal year.

These notices request increases in rates of pay, annual wage improvement factors, cost-of-living escalator clauses, as well as a variety of proposals to improve contract work rules, vacation and holiday allowances, health and welfare plans, and other fringe benefits. Counter proposals were served by the railroads.

¹ *Akron & Barberton Belt R.R. Co. et al., v. Bro. of Railroad Trainmen*, 250 F. Supp. 691, 252 F. Supp. 207, 254 F. Supp. 306; *Bangor & Aroostock R.R. Co. et al., v. Bro. of Locomotive Firemen & Enginemen*, 253 F. Supp. 682.

In certain instances some of these negotiations are being progressed on a separate carrier basis, while others are being conducted at the national level.

The five operating employee organizations, representing engineers, firemen, road conductors, road train, and yard service employees are progressing separate wage and rule movements.

Six organizations representing boilermakers, blacksmiths, machinists, electrical workers, sheetmetal workers, carmen, and shop laborers are jointly progressing separate wage and rule change proposals and five other nonoperating employee organizations, representing clerical, office, station, and storehouse employees, maintenance of way employees, transportation-communication employees, railroad signalmen and dining car employees are progressing wage and rules change proposals.

NEW WAGE AND RULES CHANGE PROPOSALS—AIRLINE INDUSTRY

In the airline industry major disputes developed during the past fiscal year when collective bargaining contract covering mechanics and related employees became subject to "reopening" for proposals relating to wages, work-rules and improvement in fringe benefits.

One of these disputes between five trunkline carriers (Eastern, National, Northwest, Trans-World, and United) and the International Association of Machinists and Aerospace Workers, developed a strike threat after failure of direct negotiations and mediation, and a declination by the organization of the Board's proffer of arbitration. The Board notified the President in accordance with section 10 of the act and the President created Emergency Board No. 166 to investigate and report on the dispute.

The Emergency Board issued its report to the President on June 5, 1966. The Board's recommendations for settlement of the dispute are summarized in chapter V of this report.

Two other disputes involving major trunkline carriers were being progressed through the procedures of the act at the close of the fiscal year. These disputes related to proposals of the Transport Workers Union of America, AFL-CIO, for new term agreements for the employees it represents on American Airlines, Inc., and Pan American World Airways, Inc.

DECISIONS OF SIGNIFICANCE

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, AFL-CIO, et al., Petitioners v. Florida East Coast Railway Company. No. 750.

United States, Petitioner v. Florida East Coast Railway Co. No. 782.

Florida East Coast Railway Co., Cross-Petitioner v. United States. No. 783.

The U.S. Supreme Court ruled May 23, 1966, that a struck railroad, being required by the Interstate Commerce Act to provide transportation to the public at all times, may, under the theory of self-help, institute unilateral changes in an existing collective bargaining agreement but only as a court may find them to be "reasonably necessary" for continued operation with replacements.

Following an impasse in contract negotiations with the Florida East Coast Railway Co., and after the failure of mediation under the Railway Labor Act, the union of nonoperating railroad employees called a strike January 23, 1963. After a brief shutdown, the company resumed operations by using supervisory personnel and replace-

ments, the latter under individual agreements "substantially different" from provisions of the existing collective agreement. Subsequently the company proposed to replace the union contract with a new and vastly different one, but when further negotiations failed to resolve the issue, it established a new agreement by unilateral action and operated thereunder until this suit was filed.

During the pendency of this action, a parallel action (*Florida East Coast v. Brotherhood of Railroad Trainmen*, 336 F. 2d 172) by the operating employees against the company for unilaterally instituting a new agreement was decided. The court there held that the company had violated the act by abrogating the collective agreement; that the company could institute unilateral changes in the collective agreements but only if the court found them to be "reasonably necessary to effectuate its right to continue to run its railroad under the strike conditions;" and that the company must abide by all the contractual provisions regarding pay rates and working conditions until termination of the statutory mediation procedure, "except upon specific authorization of this court after a finding of reasonable necessity therefor."

The railroad then applied for approval to depart from the collective agreement in this case, and the court permitted it to exceed the ratio of apprentices to journeymen and age limitations provided in the collective agreement. However, the court denied the requests to disregard craft and seniority district restrictions, to use supervisors to do craft work, to declare the union shop void as to new employees, to permit it to contract out work when experienced and trained personnel were not available, and certain other requests.

The Supreme Court pointed out that both parties, having exhausted all statutory procedures, were relegated to self-help in adjusting the dispute (*Locomotive Engineers v. Baltimore & Ohio Railroad Co.*, 372 U.S. 284).

Since the company was required by law to provide continuous service to the public, "even when beset by labor-management controversies," the Court said, it was justified in establishing, without the union's consent, certain conditions of work necessary for the operation with new and inexperienced personnel. Without this freedom of unilateral action the railroad could not operate, the Court held.

However, the Court said, a carrier's right to self-help is not absolute, and "any power to change and revise basic collective agreement must be closely confined and supervised." A collective agreement is the product of years of struggle and negotiation, and applies to all employees in the designated craft, members and nonmembers alike. In affirming the lower court's decision, the Court concluded:

"While the carrier has the duty to make all reasonable efforts to continue its operations during a strike, its power to make new terms and conditions governing the new labor force is strictly confined, if the spirit of the Railway Labor Act is to be honored. The court of appeals used the words "reasonably necessary." We do not disagree, provided that "reasonably necessary" is construed strictly. The carrier must respect the continuing status of the collective agreement and make only those changes as are truly necessary in light of the inexperience and lack of training of the new labor force or the lesser number of employees available for the continued operation. The collective agreement remains the norm; the burden is on the carrier to show the need for any alteration of it, as respects the new and different class of employees that it is required to employ in order to maintain that continuity of operation that the law requires of it."

In dissenting, Justice White said that the carrier was free to operate but only under the terms of the existing contract, as modified up to the time of the impasse. He contended that the majority opinion, in effect, permitted the company to bargain with the court, rather than with the union, and that such an exception was contrary to the clear intent of the Railway Labor Act.

Justice Fortas did not participate in deliberations or in the decision. *Brotherhood of Locomotive Engineers, et al., v. Chicago, Rock Island and Pacific Railroad Co. et al.* (382 U.S. 423).

On January 31, 1966, the U.S. Supreme Court, by a 7-to-1 decision ruled that Public Law 88-108 or the award of Arbitration Board 282, pursuant thereto, did not pre-empt State laws setting the minimum size of train crews.

The question decided involved the effect of the Arbitration Award on the minimum crew laws of the State of Arkansas. The lower court had held that the Federal law (88-108) had pre-empted the State law.

The Supreme Court held that Congress "unquestionably has the power under the Commerce Clause of the Constitution to regulate the number of employees required to be used to man trains used in interstate commerce" but that it did not intend by the arbitration legislation to overturn minimum crew laws enacted by the States.

COMMITTEE OF THREE NEUTRALS

On July 14, 1965, a Committee of Three Neutral Persons issued its determination in a representation proceedings conducted under section 2, ninth of the Railway Labor Act. The committee, after hearings, denied a request of Aircraft Mechanics Fraternal Association to establish "Aircraft Mechanics" as a separate craft or class for collective bargaining purposes, by subdividing the generally recognized craft or class of "Mechanics and Related Employees" as determined by the National Mediation Board in case R-1447. The new craft or class sought to be established by the applicant would comprise only employees who are trained to and possess certain specified mechanical skills.

The representation proceedings involved "Mechanics and Related Employees" of Eastern Air Lines, Inc. (Case R-3712), United Air Lines, Inc. (Case R-3713), represented by the International Association of Machinists and Aerospace Workers, AFL-CIO, and Seaboard World Airlines, Inc. (Case R-3714), represented by the Transport Workers Union of America, AFL-CIO.

In its determination, the committee designated the occupational classifications to be used in compiling eligible lists.

Subsequent handling of the applications of Aircraft Mechanics Fraternal Association resulted in the dismissal of all three cases under the Board's rules 1206.2(a) based on insufficient showing of interest.

The committee appointed by the National Mediation Board in accordance with section 2, ninth of the Act, was composed of Saul Wallen, chairman, Ronald W. Haughton, member, and Paul N. Guthrie, member.

The Committee of Three procedure has been utilized previously in a representation dispute among flight deck crew members, employees of United Air Lines, Inc., in case R-3463, which issued Findings Upon Investigation January 17, 1961.

Rules and Regulations Governing the Establishment of Special Adjustment Boards (PL-Boards) Under Public Law 89-456

On June 20, 1966, the President approved Public Law 89-456 (H.R. 706), which amended certain provisions of section 3 of the Railway Labor Act. The amendment is reproduced in chapter VII of this report.

The principal changes in section 3, effected by the amendment, were (1) authorizes the establishment of special boards of adjustment on individual railroads upon the written request of either the representative of the employees or of the railroad, to resolve disputes otherwise referable to the National Railroad Adjustment Board, and disputes pending before the National Railroad Adjustment Board for 12 months, (2) makes all awards of the National Railroad Adjustment Board and special boards of adjustment established pursuant to the amendment final (including money awards) and (3) provides opportunity to both employees and employers for limited judicial review of such awards.

The following rules and regulations, defining responsibilities and prescribing related procedures under the amendment for the establishment of special boards of adjustment, their designation as PL Boards, the filing of agreements and the disposition of records, as finally adopted by the National Mediation Board, appeared in the Federal Register of November 17, 1966.

Title 29—LABOR

Chapter X—National Mediation Board

PART 1207—ESTABLISHMENT OF SPECIAL ADJUSTMENT BOARDS

On pages 13946 and 13947 of the Federal Register of November 1, 1966, there was published a notice of proposed rule making to issue rules governing the establishment of special adjustment boards upon the request of either representatives of employees or of carriers to resolve disputes otherwise referable to the National Railroad Adjustment Board. Interested persons were given an additional ten (10) days to submit written comments, suggestions, or objections regarding the proposed rules which had first appeared at pages 10697 and 10698 of the Federal Register of August 11, 1966, and had then appeared subsequently in the Federal Register of October 12, 1966 at pages 13176 and 13177.

No objections have been received and the proposed regulations are hereby adopted without change and are set forth below.

Effective date. These regulations became effective upon their publication in the Federal Register, Nov. 17, 1966.

THOMAS A. TRACY,
Executive Secretary.

Sec.

- 1207.1 Establishment of special adjustment boards (PL Boards).
- 1207.2 Requests for Mediation Board action.
- 1207.3 Compensation of neutrals.
- 1207.4 Designation of PL Boards, filing of agreements, and disposition of records.

AUTHORITY: The provisions of this Part 1207 issued under the Railway Labor Act, as amended (45 U.S.C. 151-163).

§ 1207.1 *Establishment of special adjustment boards (PL Boards).*

Public Law 89-456 (80 Stat. 208) governs procedures to be followed by carriers and representatives of employees in the establishment and functioning of special adjustment boards, hereinafter referred to as PL Boards. Public Law 89-456 requires action by the National Mediation Board in the following circumstances:

(a) *Designation of party member of PL Board.* Public Law 89-456 provides that within thirty (30) days from the date a written request is made by an employee representative upon a carrier, or by a carrier upon an employee representative, for the establishment of a PL Board, an agreement establishing such a Board shall be made. If, however, one party fails to designate a member of the

Board, the party making the request may ask the Mediation Board to designate a member on behalf of the other party. Upon receipt of such request, the Mediation Board will notify the party which failed to designate a partisan member for the establishment of a PL Board of the receipt of the request. The Mediation Board will then designate a representative on behalf of the party upon whom the request was made. This representative will be an individual associated in interest with the party he is to represent. The designee, together with the member appointed by the party requesting the establishment of the PL Board, shall constitute the Board.

(b) *Appointment of a procedural neutral to determine matters concerning the establishment and/or jurisdiction of a PL Board.* (1) When the members of a PL Board constituted in accordance with paragraph (a) of this section, for the purpose of resolving questions concerning the establishment of the Board and/or its jurisdiction, are unable to resolve these matters, then and in that event, either party may ten (10) days thereafter request the Mediation Board to appoint a neutral member to determine these procedural issues.

(2) Upon receipt of this request, the Mediation Board will notify the other party to the PL Board. The Mediation Board will then designate a neutral member to sit with the PL Board and resolve the procedural issues in dispute. When the neutral has determined the procedural issues in dispute, he shall cease to be a member of the PL Board.

(c) *Appointment of neutral to sit with PL Boards and dispose of disputes.* (1) When the members of a PL Board constituted by agreement of the parties, or by the appointment of a party member by the Mediation Board, as described in paragraph (a) of this section, are unable within ten (10) days after their failure to agree upon an award to agree upon the selection of a neutral person, either member of the Board may request the Mediation Board to appoint such neutral person and upon receipt of such request, the Mediation Board shall promptly make such appointment.

(2) A request for the appointment of a neutral under paragraph (b) of this section or this paragraph (c) shall:

- (i) Show the authority for the request—Public Law 89-456, and
- (ii) Define and list the proposed specific issues or disputes to be heard.

§ 1207.2 Requests for Mediation Board action.

(a) Requests for the National Mediation Board to appoint neutrals or party representatives should be made on NMB Form 5.

(b) Those authorized to sign request on behalf of parties:

(1) The "representative of any craft or class of employees of a carrier," as referred to in Public Law 89-456, making request for Mediation Board action, shall be either the General Chairman, Grand Lodge Officer (or corresponding officer of equivalent rank), or the Chief Executive of the representative involved. A request signed by a General Chairman or Grand Lodge Officer (or corresponding officer of equivalent rank) shall bear the approval of the Chief Executive of the employee representative.

(2) The "carrier representative" making such a request for the Mediation Board's action shall be the highest carrier officer designated to handle matters arising under the Railway Labor Act.

(c) *Docketing of PL Board agreements:* The National Mediation Board will docket agreements establishing PL Board, which agreements meet the requirements of coverage as specified in Public Law 89-456. No neutral will be appointed under § 1207.1(c) until the agreement establishing the PL Board has been docketed by the Mediation Board.

§ 1207.3 Compensation of neutrals.

(a) *Neutrals appointed by the National Mediation Board.* All neutral persons appointed by the National Mediation Board under the provisions of § 1207.1 (b) and (c) will be compensated by the Mediation Board in accordance with legislative authority. Certificates of appointment will be issued by the Mediation Board in each instance.

(b) *Neutrals selected by the parties.* (1) In cases where the party members of a PL Board created under Public Law 89-456 mutually agree upon a neutral person to be a member of the Board, the party members will jointly so notify the Mediation Board, which Board will then issue a certificate of appointment to the neutral and arrange to compensate him as under paragraph (a) of this section.

(2) The same procedure will apply in cases where carrier and employee representatives are unable to agree upon the establishment and jurisdiction of a PL

Board, and mutually agree upon a procedural neutral person to sit with them as a member and determine such issues.

§ 1207.4 *Designation of PL Boards, filing of agreements, and disposition of records.*

(a) *Designation of PL Boards.* All special adjustment boards created under Public Law 89-456 will be designated PL Boards, and will be numbered serially, commencing with No. 1, in the order of their docketing by the National Mediation Board.

(b) *Filing of agreements.* The original agreement creating the PL Board under Public Law 89-456 shall be filed with the National Mediation Board at the time it is executed by the parties. A copy of such agreement shall be filed by the parties with the Administrative Officer of the National Railroad Adjustment Board, Chicago, Ill.

(c) *Disposition of records.* Since the provisions of section 2(a) of Public Law 89-456 apply also to the awards of PL Boards created under this Act, two copies of all awards made by the PL Boards, together with the record of proceedings upon which such awards are based, shall be forwarded by the neutrals who are members of such Boards, or by the parties in case of disposition of disputes by PL Boards without participation of neutrals, to the Administrative Officer of the National Railroad Adjustment Board, Chicago, Ill., for filing, safekeeping, and handling under the provisions of section 2(q), as may be required.

[F.R. Doc. 66-12451; Filed, Nov. 16, 1966; 8:47 a.m.]

II. RECORD OF CASES

1. CASES HANDLED BY THE BOARD

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

(1) *Representation*.—Dispute among a craft or class of employees as to who will be their representative for the purpose of collective bargaining with their employer. (See sec. 2, ninth, of the act.) These cases are commonly referred to as “R” cases.

(2) *Mediation*.—Disputes between carriers and their employees concerning the making of or changes of agreements affecting rates of pay, rules, or working conditions not adjusted by the parties in conference. (See sec. 5, first, of the act.) These cases are commonly referred to as “A” cases.

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

Each of these categories will be discussed later in this report.

The Board's services may be invoked by the parties to a dispute, either separately or jointly, by the filing of an application in the form prescribed by the Board. Upon receipt of an application, it is promptly subjected to a preliminary investigation to develop or verify the required information. Later, where conditions warrant, the application may be assigned to a mediator for field handling. Both preliminary investigations and subsequent field investigations often disclose that applications for this Board's services have been filed in disputes properly referable to other tribunals authorized by the act, and therefore should not be docketed by this agency.

In addition to the three categories of disputes set forth above, the Board, since November 1955, has been assigning an “E” number designation to controversies wherein the Board's services have been proffered under the emergency provision of section 5, first (b), of the act. A total of 315 “E” cases were docketed since the beginning of the series.

Another type of case which has been consuming an increasing amount of the Board's time is the “C” number designation series. The “C” number is given to both representation and mediation applications when it is not readily apparent that those applications should be docketed. A large percentage of these cases are assigned to a mediator for an on-the-ground investigation to secure sufficient facts in order for the Board to decide whether the subject should be docketed or dismissed. Moreover, the mediator aids the parties in getting to the crux of their problem regardless of the procedural differences, and he is often able to settle the dispute while making his investigation. During fiscal 1966, the Board handled 107 “C” cases.

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.

NEW CASES DOCKETED

Table 1, located in the appendix, indicates that the total number of all cases formally docketed during fiscal 1966 was 560. This is 201 more cases than the number docketed in the previous year; an increase of 211 mediation cases, an increase of 1 interpretation of mediation agreement case, but a decrease of 11 representation cases.

The increase in the number of mediation cases docketed in fiscal 1966 was due principally to several organizations in the railroad industry progressing certain rules change requests on individual carriers rather than requesting handling on a national or industrywide basis.

During the 32-year period of the Board's existence 11,986 cases (A, R, and Interpretation) have been received and docketed.

2. DISPOSITION OF CASES

Table 1 further indicates that a total of 351 cases were disposed of in fiscal year 1966. Compared with 304 in the previous year, this is an increase of 47 cases. There was an increase of 44 representation cases disposed of, 110 in 1966, 66 in 1965. The total of mediation cases disposed of in 1966 was 236, the same number of cases as disposed of in 1965. The total of interpretation dispositions was five for 1966, an increase of three cases over 1965. In the 32-year period, the Board has disposed of 11,441 cases.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

Table 3 shows that 65,745 employees were involved in 110 representation disputes in fiscal 1966. These totals were comparable to fiscal 1965 when 16,216 employees were involved in 66 disputes. Railroad employees accounted for 50,272 of the total in 68 disputes, while airline employees numbered 15,473 in 42 disputes.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 272 cases, while airline employees were involved in 79 cases. Railroad train, engine and yard service employees were parties to 138 cases, 24 representation, 111 mediation and 3 interpretations of mediation agreements. Railroad, clerical, office, station and storehouse employees were involved in 25 cases: 10 representation, 14 mediation and 1 interpretation of a mediation agreement.

In the airline industry, the same table indicates that mechanics were involved in 15 cases: 9 representation and 6 mediation. Clerical, office, stores, fleet and passenger service employees accounted for 7 cases: 6 representation and 1 mediation. Pilots accounted for 10 cases: 2 representation, 7 mediation and 1 interpretation of mediation agreement.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of during fiscal 1966. Involved in a total of 110 representation cases disposed of were 130 crafts or classes, covering 65,745 employees. There were 79 railroad crafts or classes numbering 50,272 employees, or 76 percent of all employees involved. Clerical, office, station and storehouse employees involved in 10 cases, accounted for 59 percent of all employees involved. Maintenance of way and signal forces in 3 cases accounted for 5 percent and train service employees, 4 percent of the employees in 10 cases.

In the airline industry 51 crafts or classes were involved in 42 cases covering 15,473 employees, amounting to 24 percent of the grand total. Mechanics were involved in 9 cases with a like number of crafts or classes covering 10,862 employees, which constituted 17 percent of the grand total. Clerical, office, stores, fleet and passenger service employees were involved in 7 cases, covering 1,845 employees, accounting for 3 percent of the grand total. Radio and teletype operators were involved in 5 cases, covering 538 employees, approximately 1 percent of the grand total.

4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal 1966 totaled 472, an increase of 211 cases when compared to the total of 261 docketed in the previous year. The total cases docketed, when added to 290 cases on hand at the beginning of the year, makes a total of 762 cases considered by the Board during fiscal 1966. The Board disposed of 236 mediation cases, leaving 526 pending and unsettled at the end of the year.

Table 2 summarizes mediation cases disposed of during fiscal 1966, subdivided into method of disposition, class of carrier and issues involved. Of the total 236 cases, 200 were railroad disputes, while 36 were airline. Mediation agreements were obtained in 140 cases: 110 railroad and 30 airline. Two agreements to arbitrate were reached in the railroad industry. Cases withdrawn after mediation totaled 12, 11 railroad and 1 airline. Twelve cases were withdrawn before mediation, all of which were railroad cases. Carriers declined to arbitrate unresolved issues in 12 cases, 10 railroad and 2 airline; the employees refused to arbitrate in 12 cases, 11 railroad and 1 airline; and, both the carrier and the employees refused to arbitrate in 5 disputes; all of which involved railroad disputes.

The Board dismissed 41 cases, 39 railroad, and 2 airline. Of the total 200 railroad cases, class I carriers were involved in 119 disputes. Class II, in 53, Switching and Terminal companies in 16, and miscellaneous carriers in 12.

5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 42,040 of the total of 65,745 employees actively participated in the outcome of 110 representation cases. Certifications based on elections were issued in 75 cases, 49 railroad and 26 airline. Of the 49 railroad cases, 79 crafts or classes were involved among 42,530 employees, of which 34,855 actively participated in the selection of a representative. In the 26 airline cases, among 34 crafts or classes 3,144 employees were involved, of which 2,486 exercised their right to cast a secret ballot.

Certification based on verification of authorizations was issued in 9 cases involving 7,277 employees in the railroad industry, and in the airline industry, in 3 cases involving a total of 49 employees.

Cases withdrawn after investigation totaled 6: 2 railroad involving 51 employees and 4 airline cases involving 1,749 employees.

Two railroad cases were withdrawn before investigation involving 211 employees and 1 airline case involving 20 employees.

The Board dismissed 14 cases: 6 railroad and 8 airline. The railroad cases involved 203 employees whereas the airline cases involved 10,511 employees.

Table 6 shows 358 railroad employees in 16 crafts or classes acquired representation for the first time by means of an election. In the airline industry 1,676 employees in 20 crafts or classes secured representation for the first time by elections.

A new representative was selected by 1,455 railroad employees in 23 crafts and classes. Of this total 180 employees in 5 crafts or classes selected a local union for their representative, whereas 1,275 employees in 18 crafts or classes retained a national organization for their collective bargaining agent.

In the airline industry 1,293 employees in 12 crafts or classes selected a new representative. Of this total, 149 in 2 crafts or classes selected a local union for their representative, whereas 1,144 employees in 10 crafts or classes retained a national organization for their collective bargaining representative.

In the railroad industry 40,715 employees in 20 crafts or classes retained their existing representation following a challenge by another union. In the air transport industry 175 employees in one craft or class retained their existing representation following an election challenging the incumbent union.

III. MEDIATION DISPUTES

The Railway Labor Act is intended to provide an orderly procedure by which representatives of the carriers and employees will make and maintain agreements. Section 6 of the act outlines in detail the guidelines which must be followed when either party desires to change an agreement affecting rates of pay, rules, and working conditions. The first requirement is that a 30-day written notice of the intended change must be served upon the other party. Within 10 days after receipt of the notice of intended change, the parties shall agree upon the time and place for conference on the notice. This conference must be within 30 days provided in the notice of intended change. Thus, in the first step, the parties are required to place on record, with advance notice, their intention to change the agreement between them. Arrangements must be made promptly for direct conferences between the parties on the subject covered by the notice in an effort to dispose of any dispute affecting rules, wages, and working conditions. It is at this level of direct negotiation that the majority of labor disputes are disposed of without the assistance of or intervention by an outside party. Chapter VI of this report indicates that during the past fiscal year, 695 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 said 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 12 cases were assigned in the "E" number series.

1. PROBLEMS IN MEDIATION

A voluntary agreement made by representatives of carriers and labor organizations with the assistance of the National Mediation Board indicates that the problems which separated the parties at the time the services of the Board were invoked have been resolved. A reappraisal of the situation which led to the dispute and a critical examination of the factual situation under the guidance of a mediator has

resulted in accommodation by the parties to each others problems. Experience has shown that such agreements made on voluntary basis during mediation create an atmosphere of mutual respect and understanding in the administration of the contract on a day-to-day basis.

When the Board finds it impossible to bring about a settlement of any case by mediation, it endeavors, as required by section 5, first, of the act, "to induce the parties to submit their controversy to arbitration." The provisions for such arbitration proceedings are given in section 7 of the act. Arbitration must be mutually desired and there is no compulsion on either party to agree to arbitrate. The alternative to arbitration is a test of economic strength between the parties. A considered appraisal of the immediate and long-range effects of such a test, which eventually must be settled, indicates that arbitration is by far the preferable solution. There are few, if any, issues which cannot be arbitrated if that course becomes necessary. The Board firmly believes that more use should be made of the arbitration provisions of the act in settling disputes that cannot be disposed of in mediation.

Applications for the mediation services of the Board frequently indicate a misunderstanding as to the jurisdiction of the National Mediation Board and that of the National Railroad Adjustment Board. Such applications are received with the advice that a change made or proposed to be made by the carrier "constitutes a unilateral change by the carrier in the working conditions of the employees without serving notice or conducting negotiations under section 6 of the act." The Board is requested to take immediate jurisdiction of the dispute and call the carriers' attention to the "status quo" provisions of section 6 of the act, i.e., have the carrier withhold making the change in working conditions, or restore the preexisting conditions if the change has already been made, until the dispute has been processed by the National Mediation Board.

Section 6 of the Railway Labor Act reads as follows:

Carriers and representatives of the employees shall give at least thirty days' written notice of an intended change in agreements affecting rates of pay, rules, or working conditions, and the time and place for the beginning of conference between the representatives of the parties interested in such intended changes shall be agreed upon within ten days after the receipt of said notice, and said time shall be within the thirty days provided in the notice. In every case where such notice of intended change has been given, or conferences are being held with reference thereto, or the services of the Mediation Board have been requested by either party, or said Board has proffered its services, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon as required by section 5 of this Act, by the Mediation Board, unless a period of ten days has elapsed after termination of conferences without request for or proffer of the services of the Mediation Board.

The organization in these instances will contend that proposed changes by the carrier should not be made without following the procedures cited in section 6 above. These changes may involve assignment of individual employees or crews in road passenger or freight service, relocation of the point for going on and off duty in yard service, reduction of the number of employees through consolidations of facilities and changes which arise from development of new and improved method of work performance.

The carrier, on the other hand, will maintain that the procedure of notice and conference outlined in section 6 does not apply as the section

has application only to those working conditions incorporated in written rules which have been made a part of the collective bargaining agreement with the representative of the employees and by which the carrier has expressly restricted or limited its authority to direct the manner in which certain services shall be rendered by its employees.

It is clear then that disputes of this nature involve a problem as to whether the proposed change can be instituted without serving a notice of intended change in the agreement on the other party. This raises a question of application of the existing agreement to the pending proposal. Such a dispute is referable to the National Railroad Adjustment Board. On the other hand, if it is contended by the organization that the carrier has no right to make the proposed changes, and the carrier maintains that it is not restricted by the terms of the agreement from making the change, then the dispute pertains to the question of what the agreement requires and the dispute should be referred to the National Railroad Adjustment Board in accordance with section 3 of the Railway Labor Act for decision.

Another type of situation involves the case where an organization serves a proper section 6 notice on the carrier proposing to restrict the right of the carrier to unilaterally act in a certain area. Handling of the proposal through various stages of the Railway Labor Act has not been completed when complaints will sometimes be made that the carrier is not observing the "status quo" provisions of section 6 when it institutes an action which would be contrary to the agreement if the proposed section 6 notice had at that time been accepted by both parties.

Section 6 states that where notice of intended change in an agreement has been given, rates of pay, rules, and working conditions as expressed in the agreement shall not be altered by the carrier until the controversy has been finally acted upon in accordance with specified procedures. Positively stated, section 6 is intended to maintain the contract as it existed between the parties until the provisions of the act have been complied with. When the procedures of the act have been exhausted without an agreement between the parties on the 30-day notice of intended change, the carrier may alter the contract to the extent indicated in the 30-day notice, and the organization is free to take such action as it deems advisable under the circumstances. The other provisions of the contract are not affected and remain unchanged. In brief, the rights of the parties which they had prior to serving the notice of intention to change remain the same during the period the proposal is under consideration, and remain so until the proposal is finally acted upon. The Board has stated in instances of this kind that the serving of a section 6 notice for a new rule or a change in an existing rule does not operate as a bar to carrier actions which are taken under rules currently in effect.

In the handling of mediation cases the following situations constantly recur: One is the lack of sufficient and proper direct negotiations between the parties prior to invoking mediation. Failure to do this makes it necessary after a brief mediation session to recess mediation in order that further direct conferences may be held between the parties to cover preliminary data which should have been explored prior to invoking the services of the Board. In other instances prior to invoking the services of the Board, the parties have only met in brief session without a real effort to resolve the dispute or

consideration of alternative approaches to the issues in dispute. Under such circumstances the parties do not have a thorough knowledge of the issues in controversy or the views of the other party. Here again the mediation handling of the case must be postponed while the parties spend time preparing basic data which should have been explored prior to invoking the services of the Board. Frequent recesses of this nature do not permit a prompt disposition of the dispute as anticipated by the act.

In other instances mediation proceeds for only a short time before it becomes apparent that the designated representative of one or both sides lacks the authority to negotiate the dispute to a conclusion. Mediation cannot proceed in an orderly fashion if the designated representatives do not have the authority to finally decide issues as the dispute is handled. The Board has a reasonable right to expect that the representatives designated by the parties to negotiate through the mediator will have full authority to execute an agreement when one is reached through mediatory efforts.

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

The Board deplors the failure of the parties to cloak their representatives with sufficient authority to conduct negotiations to a conclusion. The general duties of the act stipulate that all disputes between a carrier or carriers and its or their employees shall be considered and, if possible, decided with expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute.

IV. REPRESENTATION DISPUTES

One of the general purposes of the act is stated as follows: "to provide for the complete independence of carriers and of employees in the manner of self-organization." To implement this purpose, the act places positive duties upon the carrier and the employees alike. Under the heading of "General Duties," paragraph third reads as follows:

Representatives, for the purposes of this act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employees for the purposes of this act need not be persons in the employ of the carrier, and no carrier shall, by interference, influence, or coercion seek in any manner to prevent the designation by its employees as their representatives of those who or which are not employees of the carrier.

The act makes no mention as to how carrier representatives are selected. In practice, the carrier's chief executive designates the person or persons authorized to act in behalf of the carrier for the purposes of the act.

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

To insure the employees of a free choice in naming their collective-bargaining representative, paragraph fourth of the act further states that "No carrier, its officers or agents, shall deny or in any way question the right of its employees to join, organize, or assist in organizing the labor organization of their choice, and it shall be unlawful for any carrier to interfere in any way with the organization of its employees, or to use the funds of the carrier in maintaining or assisting or contributing to any labor organization, labor representative, or other agency of collective bargaining, or in performance of any work therefor, * * *." Section 2, tenth, provides a fine and imprisonment for the violation of this and other parts of section 2.

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

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

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

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

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

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

Often the question arises as to who is a party to a representation dispute. Initially, it is well to point out the Board has consistently interpreted the second and third general purpose of the act along with section 2, first and third, to exclude the carrier as a party to section 2, ninth, disputes.

The carrier is notified, however, of every dispute affecting its employees and requested to furnish information to permit the Board to conduct an investigation. When a dispute is assigned to a mediator for field investigation, the carrier is requested to name a representative to meet with the mediator and furnish him information required to complete his assignment. This procedure is in accordance with the last sentence of section 2, ninth, reading:

The Board shall have access to and have power to make copies of the books and records of the carrier to obtain and utilize such information as may be deemed necessary by it to carry out the purposes and provisions of this paragraph.

Upon receipt of an application by the Board, a preliminary investigation is made to determine whether or not the application should be docketed and assigned to a mediator for an on-the-ground investigation. The preliminary investigation usually consists of an examination to determine if there is any question as to craft or class, if sufficient authorization cards accompanied the application, and to resolve any other precedural question before it is assigned to field handling. Once the application has been found in proper order, it is docketed for field investigation.

Field investigation requires the compilation of a list of eligible employees and an individual check of the validity of the authorization cards. After receiving the mediator's report and all other pertinent information, the Board either dismisses the application or finds that a dispute exists which ordinarily necessitates an election.

Section 2, ninth, clearly states, "In the conduct of any election for the purposes herein indicated the Board shall designate who may participate in the election and establish the rules to govern the election." The mediator endeavors to have the contending union representatives agree upon the list of eligible voters. In most instances, the parties do agree, but in a few cases where the parties cannot, it is necessary for the Board to exercise its statutory authority and establish the voting list.

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

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

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

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

RULES AND REGULATIONS

The Board's rules and regulations applying to representation disputes as they appear in the Code of Federal Regulations, title 29, chapter X, are set forth below:

§ 1206.1 *Run-off elections.*

(a) If in an election among any craft or class no organization or individual receives a majority of the legal votes cast, or in the event of a tie, a second or run-off election shall be 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.

[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 rescission of rules in this part.*

(a) Any rule or regulation in this part may be amended or rescinded by the Board at any time.

(b) Any interested person may petition the Board, in writing, for the issuance, amendment, or repeal of a rule or regulation in this part. An original and three copies of such petition shall be filed with the Board in Washington, D.C., and shall state the rule or regulation proposed to be issued, amended, or repealed, together with a statement of grounds in support of such petition.

(c) Upon the filing of such petition, the Board shall consider the same, and may thereupon either grant or deny the petition in whole or in part, conduct an appropriate hearing thereon and make other disposition of the petition. Should the petition be denied in whole or in part, prompt notice shall be given of the denial, accompanied by a simple statement of the grounds unless the denial is self-explanatory.

V. ARBITRATION AND EMERGENCY BOARDS

1. ARBITRATION BOARDS

Arbitration is one of the important procedures made available to the parties for peacefully disposing of disputes. Generally, this provision of the act is used for disposing of so-called major disputes, i.e., those growing out of the making or changing of collective bargaining agreements covering rates of pay, rules, or working conditions, but it is not unusual for the parties to agree on the arbitration procedure in certain instances to dispose of other types of disputes, for example, the so-called minor disputes; i.e., those arising out of grievances or interpretation or application of existing collective bargaining agreements.

In essence, this procedure under the act is a voluntary undertaking by the parties by which they agree to submit their differences to an impartial arbitrator for final and binding decision to resolve the controversy.

Under section 5, first (b), of the act, provision is made that if the efforts of the National Mediation Board to bring about an amicable settlement of a dispute through mediation shall be unsuccessful, the Board shall at once endeavor to induce the parties to submit their controversy to arbitration, in accordance with the provisions of the act.

Generally the practice of the Board, after it has exhausted its efforts to settle a dispute within its jurisdiction through mediation proceedings, is to address a formal written communication to the parties advising that its mediatory efforts have been unsuccessful. In this formal proffer of arbitration the parties are urged by the Board to submit the controversy to arbitration under the procedures provided by the act. In some instances through informal discussions during mediation, the parties will agree to arbitrate the dispute, without awaiting the formal proffer of the Board.

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

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

While the act provides for arbitration boards of either three or six members, six-member boards are seldom used and generally these

boards are composed of three members. Each party to the dispute appoints one member favorable to its cause and these two members are required by the act to endeavor to agree upon the third or neutral member to complete the arbitration board. Should they fail to agree in this respect, the act provides that the neutral member shall be selected by the National Mediation Board.

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

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

Summarized below are awards rendered during the fiscal year 1966 on disputes submitted to arbitration.

ARB. 288.—*Saint Louis-San Francisco Railway Co. and Brotherhood of Railroad Trainmen.*

This arbitration resulted from a request by the carrier to the National Mediation Board to appoint an arbitrator, pursuant to an agreement between the parties, to consider a request of the carrier for the northward and southward extension of switching limits at Sherman, Tex.

Members of the arbitration board were W. J. Mulligan, representing the carrier, C. O. Carnahan, representing the brotherhood, and Samuel Dickey, appointed as neutral member of the board and selected as chairman.

The Brotherhood contended that in the event the arbitration board should sustain carrier's request to extend switching limits, in order to protect the rights of the road service employees on the Fort Worth and Red River subdivisions, the points for inbound terminal allowances to start to accrue should be adjusted to conform to the points specified in carrier's request for extension of switching limits.

The board found that due to the industrial expansion of the city of Sherman, Tex., there was justification for the extension of switching limits in that city as requested by carrier, and also found that the rights of road service employees should be protected.

The award of the board rendered September 3, 1965, provided:

Award

In accordance with the above *finding* the company may extend the switching limits on the Fort Worth Division to MP 651 plus 4 poles and on the Red River Division to MP 331 plus 10 poles, respectively. When such extension is made, the point for computing inbound terminal allowance on the two subdivisions will be changed to the point to which switching limits have been extended. Within the 15 days prior to such extension, the local representatives representing the

brotherhood on the respective subdivisions affected will meet with the carrier officers and agree as to the additional running time to be added to the now existing running time on each subdivision.

The member of the board representing the brotherhood dissented to the award.

ARB. 290 (Case A-6996).—*The Cincinnati, New Orleans, and Texas Pacific Railway Co. and the Brotherhood of Locomotive Engineers.*

Members of the arbitration board were Lawson G. Tolleson, representing the carrier, Dan C. Owen, representing the brotherhood and Paul D. Hanlon, selected by the parties as neutral member and chairman.

This dispute involved request of the carrier by its section 6 notice of July 25, 1963, to cancel a memorandum of agreement, between the parties, dated February 4, 1957, limiting the number of diesel-electric locomotives and limiting the amount of tonnage that could be handled in certain train movements with diesel electric locomotives.

The board found that the memorandum of agreement sought to be canceled limited certain trains to not in excess of five diesel units and tonnage not in excess of 5,500 tons; that this agreement and its predecessor agreements had its origin in the inauguration of diesel locomotive freight service on the property in 1941 and that the initial reasons for the limitation were based principally on health and safety considerations, advanced by the employees because of numerous tunnels and steep grades on the line of road and also the expected capability of diesel locomotives to handle longer trains and increased tonnage.

The board found also that in 1941, at the time the objections were first raised by the employees, there were 27 tunnels on the line of road of this carrier. However, as a result of engineering improvements and changes in the line and grade of the railroad, all but 4 tunnels had been eliminated for use in through-freight service and that the remaining tunnels do not present any significant hazards to health and safety of employees, and further that improvements, developments and innovations in the field of mechanical equipment, had reduced the danger and physical strain confronting the engineers.

The board in its award, rendered November 16, 1965, concluded that the memorandum of agreement should be canceled as requested by carrier.

ARB. 291 (Case A-7437).—*Missouri Pacific Railroad Co., Missouri-Illinois Railroad Co., and Union Railway Co., and The American Railway Supervisors Association*

Members of the arbitration board were B. W. Smith, representing the carrier, J. F. Tahney, representing the association, and Donald F. McMahon, neutral member and chairman, selected by the parties.

The question at issue was set forth in the arbitration agreement of the parties dated October 6, 1965, as follows:

Shall the monthly rates (of Mechanical Department Foremen) be increased:
\$18 effective January 1, 1964;
\$18 effective January 1, 1965;
\$18 effective January 1, 1966, or
shall the increase per month be:
\$36 effective January 1, 1965, and
\$18 effective January 1, 1966.

The above issue was the only item remaining unsettled of the association's April 1, 1963, section 6 notice for increases in rates of pay

and improvement in fringe benefits and counter proposals of the carriers. The parties had agreed to hold further negotiations in abeyance until after settlement of the wage and rules requests of the nonoperating employees and major carriers then under consideration at the national level.

After settlement was reached nationally with certain nonoperating employee organizations which resulted in an agreement providing for three wage increases of equal amounts effective January 1, 1964, January 1, 1965, and January 1, 1966, negotiations were resumed by the parties in this case and disposition was made of all issues in dispute, with the exception of the retroactivity of \$18, a part of the monthly wage increases already agreed to by the parties. The association contended that the \$18 monthly wage increase should be made effective January 1, 1964, while the carrier contended for an effective date of January 1, 1965.

In support of its position, the association contended that it had been the past practice of major carriers of the country generally to follow the "pattern" of the settlements made nationally by nonoperating employee organizations with major carriers, and that the custom and practice of the carriers involved in this case generally since 1949, was to use the "pattern" established nationally for nonoperating employees in reaching a wage increase settlement applicable to the mechanical department foremen.

In its award rendered, November 10, 1965, the board found that the record before it did not sustain the contention of the association and awarded monthly wage increases as proposed by the carriers, i.e.: \$36 effective January 1, 1965, and \$18 effective January 1, 1966.

The member of the arbitration board representing the association filed a written dissent to the board's findings and 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 30 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.

The report of Emergency Board No. 166 to the President is summarized below. The dispute for which Emergency Board No. 165 was created, was settled by the parties in mediation proceedings which were resumed prior to the appointment of the emergency board members, eliminating the necessity for investigation and report under section 10 of the act.

EMERGENCY BOARD NO. 165 (NMB Case A-6319).—*Atchison, Topcka and Santa Fe Railway Co.—Lines East and West and the Brotherhood of Railroad Trainmen*

On September 13, 1965, Executive Order 11243 was issued by the President to create Emergency Board No. 165 to investigate and report on a dispute involving section 6 notices of the organization and counter proposals of the carrier requesting certain changes in provisions of the collective bargaining agreements between the parties.

On September 27, 1965, the Chairman of the National Mediation Board advised the President that in further mediation conferences September 25, 1965, conducted by the Assistant Secretary of Labor and the Chairman of the National Mediation Board, the parties disposed of all issues in dispute and, therefore, it would not be necessary to appoint the members of the emergency board.

EMERGENCY BOARD NO. 166 (NMB Case No. A-7655).—*Eastern Air Lines, Inc., National Air Lines, Inc., Northwest Air Lines, Inc., Trans World Air Lines, Inc., and United Air Lines, Inc., and certain of their employees represented by the International Association of Machinists and Aerospace Workers, AFL-CIO*

The Emergency Board created by Executive Order 11276 issued by the President April 21, 1966, consisted of Wayne Morse, U.S. Senator from Oregon, Chairman; David Ginsburg, attorney of Washington,

D.C., member; and Richard E. Neustadt, professor of government at Harvard University, member.

The dispute involved proposals of the parties for changes in their collective bargaining agreements affecting rates of pay, rules and working conditions.

The five domestic trunk airlines involved in the dispute represented over 60 percent of the domestic trunkline industry as measured by passenger miles. The employees involved (approximately 35,000) perform service in mechanic, ramp and store, flight kitchen, dining service, plant protection, and related classifications.

BACKGROUND OF THE DISPUTE

The carriers and union entered into an agreement dated August 9, 1965, establishing a procedure for joint negotiations of the dispute between the parties. This agreement provided that each carrier and the union should be limited to 15 proposals for changes in the existing agreements between each carrier and the union and that the following 8 items, which are identical to all carriers, should be the subject of joint bargaining: (a) Rates of pay and progression steps; (b) Vacation allowance; (c) Holiday provisions; (d) Health and welfare (insurance programs); (e) Overtime rules; (f) Pension plans; (g) Hours of service; and (h) License requirements and premiums.

On October 1, 1965, the carriers and union served upon each other the notices required by their August 9th agreement and by section 6 of the Railway Labor Act. The union submitted seven notices covering "local issues" for each individual carrier and the above-listed eight items or "national issues" common to all carriers. The carriers served over 70 notices, all on "local issues". The parties then entered into individual and joint negotiations on these notices. The August 9th agreement also provided that none of the parties should execute an agreement until all of the parties had reached agreement in final settlement of all issues.

Direct negotiations between the parties failed to produce a settlement. On January 11, 1966, the parties jointly applied to the National Mediation Board for mediation service. Mediation conferences during the period February 1 to March 10, 1966, led to exchanges of proposals and counter proposals but failed to produce final settlement. On March 18, 1966, the National Mediation Board proffered arbitration. The carriers expressed willingness to arbitrate the dispute but the union declined. A further effort to compose the differences by mediation was made on April 14, 1966, but was unsuccessful and the union set a strike deadline for 12:01 a.m. April 23, 1966. The National Mediation Board notified the President that in its judgment, this dispute threatened to substantially interrupt interstate commerce so as to deprive the country of essential transportation service. The President then created the emergency board to investigate and report on the dispute and the union withdrew its strike notice.

The original notices served by the parties included the 8 "national issues" common to the union and all carriers and over 100 "local issues" relating to the individual carriers. When the emergency board commenced its hearings, none of the 8 "national issues" had been settled and of the "local issues" 40 remained unresolved.

The emergency board met for organizational purposes on April 26, 1966, in Washington, D.C. Public hearings were held for 8 days between May 6 and May 27, 1966. The board submitted its report to the President on June 5, 1966.

The following is a summary of the board's recommendations on the eight national issues common to all carriers:

Duration.—The board recommended that the new agreement run for 3 years from July 1, 1966—but retroactive to January 1, 1966 (the expiration date of the last settlement between the parties); a total of 42 months.

Wage Progression Schedules.—The union proposed reductions in the number of wage progression steps for the various classifications, contending that the present formula permits the carriers to pay less than the job rate; that lengthy progression steps are unnecessary because very little training is required and no additional responsibilities or duties are assumed at each step in the classifications. The carriers contended that new employees are not fully productive immediately; that the progression scale fairly reflects growth in efficiency during training on various equipment of each carrier and that progression is the standard method of wage payment on domestic trunk carriers.

The board concluded that there was merit in the contention that some onjob training is needed, but considered that in many classifications the number of progression steps were excessive. It recommended that the entry rate in each classification be eliminated as of January 1, 1967, and that the rate just before the final rate be eliminated as of January 1, 1968.

The board pointed out that its recommendation was designed to permit a reduction in the number of progression steps in any new contract, but returned to the parties for their joint study and determination in future negotiations the more basic question of the means by which the carriers shall organize and finance onjob training.

Wage Rates.—The union proposed percentage increases across-the-board, of 5 percent the first year, 5 percent the second year, and 4 percent the third year. The carriers offered wage increases in fixed cents per hour ranging through three groups or categories of skill classifications.

The board noted that under previous agreements, employees had been paid hourly rates established under two categories, Groups A and B, which broadly distinguished higher from less skilled classifications and concluded that in equity it should use the two-group classifications of the earlier contract and recommended for each group fixed amount of wage increases as follows:

	<i>First 18 months</i> (cents)	<i>Next 18 months</i> (cents)	<i>Last 18 months</i> (cents)
Group A.....	18	15	15
Group B.....	14	10	10

For the top mechanic rate, this recommendation would have the following effect:

<i>Past</i>	<i>First 18 months</i>	<i>Next 18 months</i>	<i>Last 18 months</i>
\$3.52.....	\$3.70	\$3.85	\$4.00

Overtime Rules.—The union proposed that where existing rules provide for pay at time-and-half rate for overtime work, that such

rate be increased to double time. Similarly, where double time applies, the union proposed triple time.

In recommending that the union withdraw this proposal, the board observed that the evidence available to it suggested that in this industry above most others, overtime work is necessarily an adjunct of regular operations. Variations in weather, equipment changes, enforced delays in service, rescheduling of flights are common features of airline operations in the present stage of technological development and overtime work for service employees is an inevitable and frequent result; that while the Board agreed with the principle that misuse of overtime should be discouraged, it could not accept the contention that carriers should be penalized severely for resorting to this means of meeting their undoubted obligations to the Public.

Holiday Provisions.—The union had proposed an increase in the number of holidays from seven to eight—the eighth to be Good Friday. In addition the proposal also requested holiday pay for work on holidays, plus double time for all hours worked, with a minimum of 8 hour's pay; if more than 8 hours are worked on holidays, the excess to be paid for at triple time rate.

The board recommended that an eighth holiday, Good Friday, be granted by the carriers, and that the union proposals for penalty holiday overtime be withdrawn.

Vacations.—The union proposed that the present vacation formula be modified so as to provide 3-week vacation to employees with 8 years of service and 4 weeks after 15 years.

The board concluded that a good case had been made for liberalizing vacation allowances to long-service employees; that while relatively few contracts in this country now provide 4 weeks vacation after 15 years, there was a trend in that direction, and that liberalization was justified in an industry which needs stability of service from skilled men and which requires from the men a special devotion to duty in the interest of the traveling public.

The board recommended 4 weeks of paid vacation after 15 years of service.

Health and Welfare Programs.—The union proposed that the entire cost of individual carrier health and welfare plans should be borne by the carriers and that all plans should be liberalized to provide full coverage for employees and their dependents.

The board recommended against any increase in carrier contributions at this time, observing that since the scope and coverage of the plans would remain unchanged, any additional carrier contribution would in effect be an increase in employee compensation. The board felt that it would be in the interest of both parties to deal with increased compensation in wage rate adjustments as recommended.

Pension Plans.—The union proposed that the carriers assume the full cost of pension plans. The carriers opposed the request, contending that the present plans provide a higher level of benefits generally than other industry plans under which the full cost is borne by the employers.

The board concluded that the issue as presented did not relate to employee benefits under the plans, but solely to the means of financing them, and that the union's proposal to transfer the cost of the plans to the carriers was in effect a request for additional compensation.

The board recommended that the union withdraw its request in view of the higher wage rates already recommended.

Hours of Service.—The union proposed that the 30-minute meal period now taken without pay as a break in each 8-hour working day, be compensated and treated as a portion of the hours worked.

The board noted that the effect of the proposal would be to reduce the time of each shift from 8½ hours (including an uncompensated half hour) to 8 hours (fully compensated), and also would eliminate the overlaps between incoming and outgoing shifts which occur during the last half hour each outgoing shift spends on the job.

In recommending that this proposal be withdrawn by the union, the board expressed the view that a growing and regulated industry, faced by increasing competition for skilled personnel should not be asked to put into effect a shorter workweek and that there was merit in the position of the carriers that the overlapping of shifts were vital to assure effective personnel transmission of job information, tools, and work directives.

License Premiums.—The union proposed that any mechanic required to have and use any license issued by the FCC or FAA should receive additional compensation in the amount of 10 cents per hour for each license required for the additional responsibility of the license holder in releasing aircraft or signing for aircraft work.

In recommending that the union proposal be withdrawn, the board pointed out that in treating the wage issue, it had provided substantial pay differentials for classifications which included the license holders, and further the added exposure to disciplinary action relied on by the union would neither be diminished nor remedied by a pay premium requirement.

In addition to the above recommendations involving "national issues," the board made specific recommendations for disposition of the 40 "local issues" involved in the dispute. These local issues involved proposals for changes in contract work rules relating to overtime, sick leave, starting time of shifts, work assignment, etc.

The board pointed out that in its recommendations to the parties for the settlement of these local issues, it had proposed the elimination of numerous costly practices and had withheld approval from numerous demands which would create elements of cost; thus, the recommended disposition of the local issues buttressed the noninflationary cost of the whole settlement.

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 32-year period of 1935-66. During the last fiscal year three new additional agreements in the railroad industry and two in the airline industry were filed with the Board. A total of 5,235 agreements are on file in the Board's office; of these 290 are with air carriers.

In addition to the agreements indicated above, the Board received 695 revisions and supplements to the agreements previously filed with the Board.

2. NOTICES REGARDING CONTRACTS OF EMPLOYMENT

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

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

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

customary bulletin boards giving information to employees and at such other places as may be necessary to make them accessible to all employees. Such notices shall not be hidden by other papers or otherwise obscured from view.

After the air carriers were brought under the Railway Labor Act by the April 10, 1936, amendment, the Board issued its Order No. 2 directed to air carriers which had the same substantial effect as Order No. 1. Poster MB-1 is applicable to rail carriers while poster MB-6 has been devised for air carriers. In addition to these two posters, poster MB-7 was devised to conform to the January 10, 1951, amendments to the act. This poster should be placed adjacent to poster No. MB-1 or MB-6. Sample copies of these posters, which may be reproduced as required, may be obtained from the Executive Secretary of the Board.

VII. INTERPRETATION AND APPLICATION OF AGREEMENTS

Agreements or contracts made in accordance with the Railway Labor Act governing rates of pay, rules, and working conditions are consummated in two manners: First, and the most frequent, are those arrived at through direct negotiations between carriers and representatives of their employees; and second, mediation agreements made by the same parties but assisted by and under the auspices of the National Mediation Board. Frequently differences arise between the parties as to the interpretation or application of these two types of agreements. The act, in such cases, provides separate procedures for disposing of these disputes. These tribunals are briefly outlined below.

1. INTERPRETATION OF MEDIATION AGREEMENTS

Under section 5, second, of the Railway Labor Act, the National Mediation Board has the duty of interpreting the specific terms of mediation agreements. Requests for such interpretations may be made by either party to mediation agreements, or by both parties jointly. The law provides that interpretations must be made by the Board within 30 days following a hearing, at which both parties may present and defend their respective positions.

In making such interpretations, the National Mediation Board can consider only the meaning of the specific terms of the mediation agreement. The Board does not attempt to interpret the application of the terms of a mediation agreement to particular situations. This restriction in making interpretations under section 5, second, is necessary to prevent infringement on the duties and responsibilities of the National Railroad Adjustment Board under section 3 of title I of the Railway Labor Act, and adjustment boards set up under the provisions of section 204 of title II of the act in the airline industry. These sections of the law make it the duty of such adjustment boards to decide disputes arising out of employee grievances and out of the interpretation or application of agreement rules.

The Board's policy in this respect was stated as follows in interpretation No. 72 (a), (b), (c), issued January 14, 1959:

The Board has said many times that it will not proceed under section 5, second, to decide specific disputes. This is not a limitation imposed upon itself by the Board, but is a limitation derived from the meaning and intent of section 5, second, as distinguished from the meaning and intent of section 3.

We have by our intermediate findings held that it was our duty under the facts of this case to proceed to hear the parties on all contentions that each might see fit to make. That was not a finding, however, that we had authority to make an interpretation which would in effect be a resolution of the specific dispute between the parties. The intent and purpose of section 5, second, is not so broad.

The legislative history of the Railway Labor Act clearly shows that the parties who framed the proposal in 1926 and took it to Congress for its approval, did not intend that the Board then created would be vested with any large or general adjudicatory powers. It was pointed out in the hearings and debate, that it was desirable that the Board not have such power or duty. During the debate in Congress, there was a proposal to give the Board power to issue sub-

poenas. This was denied because of the lack of need. It was believed by the sponsors of the legislation that the Board should have no power to decide issues between the parties to a labor dispute before the Board. The only exception was the provision in section 5, second. This language was not changed when section 3 was amended in 1934 and the National Railroad Adjustment Board was created.

We do not believe that the creation of the National Railroad Adjustment Board was in any way an overlapping of the Board's duty under section 5, second, or that section 3 of the act is in any way inconsistent with the duty of the Mediation Board under section 5, second. These two provisions of the act have distinctly separate purposes.

The act requires the National Mediation Board upon proper request to make an interpretation when a "controversy arises over the *meaning* or application of any agreement reached through mediation." It would seem obvious that the purpose here was to call upon the Board for assistance when a controversy arose over the meaning of a mediation agreement because the Board, in person, or by its mediator, was present at the formation of the agreement and presumably knew the intent of the parties. Thus, the Board was in a particularly good position to assist the parties in determining "the meaning or application" of an agreement. However, this obligation was a narrow one in the sense that the Board shall interpret the "meaning" of agreements. In other words, the duty was to determine the intent of the agreement in a general way. This is particularly apparent when the language is compared to that in section 3, first (i). In that section the National Railroad Adjustment Board is authorized to handle *disputes* growing out of grievances or out of the interpretation or application of agreements, whether made in mediation or not. This section has a different concept of what parties may be concerned in the dispute. That section is concerned with disputes between an employee or group of employees, and a carrier or group of carriers. In section 5, second, the parties to the controversy are limited to the parties making the mediation agreement. Further, making an interpretation as to the meaning of an agreement is distinguishable from making a final and binding award in a dispute over a grievance or over an interpretation or application of an agreement. The two provisions are complementary and in no way overlapping or inconsistent. Section 5, second, in a real sense, is but an extension of the Board's mediatory duties with the added duty to make a determination of issues in proper cases.

During the fiscal year 1966, the Board was called upon to interpret the terms of four mediation agreements, which added to the four requests on hand at the beginning of the fiscal year made a total of eight under consideration. At the conclusion of the fiscal year five requests had been disposed of while three were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 110 cases under the provisions of section 5, second, of the Railway Labor Act, as compared to a total of over 4,229 mediation agreements completed during the same period.

2. NATIONAL RAILROAD ADJUSTMENT BOARD

Under the 1934 amendment to the Railway Labor Act, the National Railroad Adjustment Board was created to hear and decide disputes involving railway employee grievances and questions concerning the application and interpretation of agreement rules.

The adjustment board is composed of four divisions on which the carriers and the organizations representing the employees are equally represented. The jurisdiction of each division is described in section 3, first, paragraph (b) of the act.

The board is composed of 36 members, 18 representing, chosen, and compensated by the carriers and 18 representing, chosen, and compensated by the so-called standard railway labor organizations.

The first, second, and third divisions are composed of 10 members each, equally divided between representatives of labor and management. The fourth division has six members, also divided. The law establishes the headquarters of the adjustment board at Chicago,

Ill. A report of the board's operations for the past fiscal year is contained in appendix A.

When the members of any of the four divisions of the adjustment board are unable to agree upon an award on any dispute being considered, because of deadlock or inability to secure a majority vote, they are required under section 3, first (1), of the act to attempt to agree upon and select a neutral person to sit with the division as a member and make an award. Failing to agree upon such neutral person within 10 days, the act provides that the fact be certified to the National Mediation Board, whereupon the latter body selects the neutral person or referee.

The qualifications of the referee are indicated by his designation in the act as a "neutral person." In the appointment of referees the National Mediation Board is bound by the same provisions of the law that apply in the appointment of arbitrators. The law requires that appointees to such positions must be wholly disinterested in the controversy, impartial, and without bias as between the parties in dispute.

Lists of all persons serving as referees on the four divisions of the adjustment board are shown in appendix A. During its 32-year existence the adjustment board has received 65,041 cases and has disposed of 58,949. This was an increase of 555 over those cases on hand at the close of the previous year. Table 9, this report, shows that 1,709 cases were disposed of in fiscal 1966—1,306 by decision and 403 by withdrawal. In the fiscal year 1966, 1,554 new cases were received compared with 1,571 received during fiscal 1965.

3. 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.

4. SPECIAL BOARDS OF ADJUSTMENT—RAILROADS

Special Boards of Adjustment are tribunals set up by agreement usually on an individual railroad, and with a single labor organization of employees, to consider and decide specifically agreed to dockets of

disputes arising out of grievances or out of the interpretation or application of provisions of a collective bargaining agreement. Such disputes normally would be sent to the National Railroad Adjustment Board for adjudication as provided in Section 3 of the Railway Labor Act, but in these instances, the parties by agreement adopt the Special Board procedure in order to secure prompt disposition of these disputes.

The Special Board of Adjustment procedure had its inception in the 1940's at the suggestion of the National Mediation Board as an effective method for expediting the disposition of such disputes through an adaptation of the grievance function of the Divisions of the National Railroad Adjustment Board, and also as a means of reducing the backlog of cases pending before certain divisions of the National Railroad Adjustment Board.

These Special Boards usually consist of three members—a railroad member, an organization member, and a neutral chairman. The National Mediation Board designates the neutral in the event the party members fail to agree upon the selection of a neutral.

The number of special boards of adjustment created under this procedure has increased to a marked degree as a result of the decision of the U.S. Supreme Court, March 25, 1957 (*BRT v. CRI RR Co.*, 353 U.S. 30).

During the past fiscal year, the Board created 73 new special boards of adjustment. Approximately 2,744 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.

5. PL BOARDS

(Special Boards of Adjustment under Public Law 89-456 of June 20, 1966)

On June 20, 1966, the President approved Public Law 89-456 (H.R. 706), which amended certain provisions of Section 3 of the Railway Labor Act.

In general, the amendment authorizes the establishment of special boards of adjustment on individual railroads upon the written request of either the representatives of employees or of the railroad to resolve disputes otherwise referable to the National Railroad Adjustment Board and disputes pending before the board for 12 months.

The amendments also makes all awards of the National Railroad Adjustment Board and special boards of adjustment established pursuant to the amendment, final (including money awards) and provides opportunity to both employees and employers for limited judicial review of such awards.

The amendment is reproduced in this chapter VII. The National Mediation Board has adopted rules and regulations defining responsibilities and prescribing related procedures under the amendment for the establishment of special boards of adjustment, their designation as PL Boards, the filing of agreements and the disposition of records. These rules and regulations appear under Items of Special Interest in chapter 1 of this report.

The Board anticipates that PL Boards will eventually supplant the Special Board of Adjustment procedure, which has been utilized by many representatives of carriers and employees by agreement over the past 20 years, and also reduce the caseload of various divisions of the National Railroad Adjustment Board.

An Act

To amend the Railway Labor Act in order to provide for establishment of special adjustment boards upon the request either of representatives of employees or of carriers to resolve disputes otherwise referable to the National Railroad Adjustment Board, and to make all awards of such Board final.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section 3, Second, of the Railway Labor Act is amended by adding at the end thereof the following:

"If written request is made upon any individual carrier by the representative of any craft or class of employees of such carrier for the establishment of a special board of adjustment to resolve disputes otherwise referable to the Adjustment Board, or any dispute which has been pending before the Adjustment Board for twelve months from the date the dispute (claim) is received by the Board, or if any carrier makes such a request upon any such representative, the carrier or the representative upon whom such request is made shall join in an agreement establishing such a board within thirty days from the date such request is made. The cases which may be considered by such board shall be defined in the agreement establishing it. Such board shall consist of one person designated by the carrier and one person designated by the representative of the employees. If such carrier or such representative fails to agree upon the establishment of such a board as provided herein, or to exercise its rights to designate a member of the board, the carrier or representative making the request for the establishment of the special board may request the Mediation Board to designate a member of the special board on behalf of the carrier or representative upon whom such request was made. Upon receipt of a request for such designation the Mediation Board shall promptly make such designation and shall select an individual associated in interest with the carrier, or representative he is to represent, who, with the member appointed by the carrier or representative requesting the establishment of the special board, shall constitute the board. Each member of the board shall be compensated by the party he is to represent. The members of the board so designated shall determine all matters not previously agreed upon by the carrier and the representative of the employees with respect to the establishment and jurisdiction of the board. If they are unable to agree such matters shall be determined by a neutral member of the board selected or appointed and compensated in the same manner as is hereinafter provided with respect to situations where the members of the board are unable to agree upon an award. Such neutral member shall cease

Railway labor.
Special adjust-
ment boards.
48 Stat. 1193.
45 USC 153.

80 Stat. 208.

80 Stat. 209.

to be a member of the board when he has determined such matters. If with respect to any dispute or group of disputes the members of the board designated by the carrier and the representative are unable to agree upon an award disposing of the dispute or group of disputes they shall by mutual agreement select a neutral person to be a member of the board for the consideration and disposition of such dispute or group of disputes. In the event the members of the board designated by the parties are unable, within ten days after their failure to agree upon an award, to agree upon the selection of such neutral person, either member of the board may request the Mediation Board to appoint such neutral person and upon receipt of such request the Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the Mediation Board. Any two members of the board shall be competent to render an award. Such awards shall be final and binding upon both parties to the dispute and if in favor of the petitioner, shall direct the other party to comply therewith on or before the day named. Compliance with such awards shall be enforceable by proceedings in the United States district courts in the same manner and subject to the same provisions that apply to proceedings for enforcement of compliance with awards of the Adjustment Board."

48 Stat. 1191.
45 USC 153.

SEC. 2. (a) The second sentence of section 3, First, (m), of the Railway Labor Act is amended by striking out "except insofar as they shall contain a money award."

80 Stat. 209.
80 Stat. 210.

(b) Section 3, First, (o), of the Railway Labor Act is amended by adding at the end thereof the following new sentence: "In the event any division determines that an award favorable to the petitioner should not be made in any dispute referred to it, the division shall make an order to the petitioner stating such determination."

(c) The second sentence of section 3, First, (p), of such Act is amended by striking out "shall be prima facie evidence of the facts therein stated" and inserting in lieu thereof "shall be conclusive on the parties".

(d) The last sentence of section 3, First, (p), of such Act is amended by inserting before the period at the end thereof the following: ": *Provided however*, That such order may not be set aside except for failure of the division to comply with the requirements of this Act, for failure of the order to conform, or confine itself, to matters within the scope of the division's jurisdiction, or for fraud or corruption by a member of the division making the order".

(e) Section 3, First, of such Act is further amended by redesignating paragraphs (q) through (w) thereof as paragraphs (r) through (x), respectively, and by inserting after paragraph (p) the following new paragraph:

“(q) If any employee or group of employees, or any carrier, is aggrieved by the failure of any division of the Adjustment Board to make an award in a dispute referred to it, or is aggrieved by any of the terms of an award or by the failure of the division to include certain terms in such award, then such employee or group of employees or carrier may file in any United States district court in which a petition under paragraph (p) could be filed, a petition for review of the division’s order. A copy of the petition shall be forthwith transmitted by the clerk of the court to the Adjustment Board. The Adjustment Board shall file in the court the record of the proceedings on which it based its action. The court shall have jurisdiction to affirm the order of the division or to set it aside, in whole or in part, or it may remand the proceeding to the division for such further action as it may direct. On such review, the findings and order of the division shall be conclusive on the parties, except that the order of the division may be set aside, in whole or in part, or remanded to the division, for failure of the division to comply with the requirements of this Act, for failure of the order to conform, or confine itself, to matters within the scope of the division’s jurisdiction, or fraud or corruption by a member of the division making the order. The judgment of the court shall be subject to review as provided in sections 1291 and 1254 of title 28, United States Code.”

80 Stat. 210

62 Stat. 929.

Approved June 20, 1966.

Legislative History:

House Report No. 1114 (Comm. on Interstate & Foreign Commerce).

Senate Report No. 1201 (Comm. on Labor & Public Welfare).

Congressional Record, Vol. 112 (1966):

Feb. 9: Considered and passed House.

June 7: Considered and passed Senate.

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
Robert J. Finnegan
Eugene C. Frank
Arthur J. Glover
Edward F. Hampton
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
Tedford E. Schoonover
Frank K. Switzer
Luther G. Wyatt

REGISTER

MEMBERS, NATIONAL MEDIATION BOARD

<i>Name</i>	<i>Appointed</i>	<i>Termination</i>
William M. Leiserson.....	July 21, 1934	Resigned May 31, 1939.
James W. Carmalt.....	-----do-----	Deceased Dec. 2, 1937.
John M. Carmody.....	-----do-----	Resigned Sept. 30, 1935.
Otto S. Beyer.....	Feb. 11, 1936	Resigned Feb. 11, 1943.
George A. Cook.....	Jan. 7, 1938	Resigned Aug. 1, 1946.
David J. Lewis.....	June 3, 1939	Resigned Feb. 5, 1943.
William M. Leiserson.....	Mar. 1, 1943	Resigned May 31, 1944.
Harry H. Schwartz.....	Feb. 26, 1943	Term expired Jan. 31, 1947.
Frank P. Douglass.....	July 3, 1944	Resigned Mar. 1, 1950.
Francis A. O'Neill, Jr.....	Apr. 1, 1947	Term expires July 1, 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, 1969.

2. FINANCIAL STATEMENT

For the fiscal year 1966 the Congress appropriated \$2,077,000 for administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediation, \$731,482; voluntary arbitration and Emergency Boards, \$350,822; adjustment of railroad grievances, \$868,186.

Accounting of all moneys appropriated by Congress for the fiscal year 1966, pursuant to the authority conferred by "An act to amend the Railway Labor Act approved May 20, 1926" (amended June 21, 1934) ;

Expenses and obligations:

Personnel services.....	\$1, 479, 778. 55
Personnel benefits.....	80, 569. 46
Travel and transportation of persons.....	223, 066. 86
Rent, communications, and utilities.....	45, 896. 39
Printing	83, 105. 29
Other services.....	17, 505. 03
Supplies and materials.....	13, 153. 12
Equipment	7, 416. 63
Total	1, 950, 491. 33
Unobligated balance.....	126, 508. 67

Amount available.....	2, 077, 000. 00
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APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

KIEF, C. E., *Chairman*

BORDWELL, H. V., *Vice Chairman*

BAGWELL, C. E.	KASAMIS, G. P. ³
BARNES, C. R.	LEVIN, K.
BLACK, R. E.	MCDERMOTT, E. J.
BRAIDWOOD, H. F. M.	MATHIEU, J. R. ⁴
BURTNESS, H. W.	MEYERS, W. R.
BUTLER, F. P.	MILLER, D. A.
BUUCK, G. L.	ORNDORFF, GERALD
CARLISLE, J. E.	OTTO, A. T., Jr. ⁵
CARTER, P. C.	RYAN, W. J.
CONWAY, C. A.	STENZINGER, R. E.
DEANE, A. H.	STRUNCK, T. F.
DUGAN, D. S.	TAHNEY, J. P.
EUKER, W. F. ¹	UPTON, B. G. ⁶
HORSLEY, E. T.	VANDER, HEI, S.
HUMPHREYS, P. R.	WERTZ, O. ⁷
JONES, W. B.	WHITE, G. C.
KAISER, W. H. ²	WHITEHOUSE, J. W.

Firemen's Supplemental Board

BURKS, L. W.	WATSON, W. M. ⁹
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Third Division Supplemental Board

ALTUS, W. W.	MANOOGIAN, C. H.
DEROSSETT, R. A.	NAYLOR, G. L.
HACK, R. H.	ROBERTS, W. M.
HAGERMAN, H. K. ⁸	WATKINS, D. E.
HARPER, H. G.	WILLEMIN, J. M.

Accounting for all moneys appropriated by Congress for the fiscal year 1966, pursuant to the authority conferred by "An Act to amend the Railway Labor Act, approved May 20, 1926."

[Approved June 21, 1934]

Regular appropriation: National Railroad Adjustment Board's portion of salaries and expenses, National Mediation Board.....	\$840, 000
Supplemental appropriation.....	13, 300
Transferred from National Mediation Board.....	15, 000
Total.....	868, 300
Expenditures:	
Salaries of employees.....	\$451, 313
Salaries of referees.....	231, 100
Personnel benefits.....	38, 578
Travel expenses (including referees).....	45, 441
Transportation of things.....	129
Communication services.....	13, 312
Printing and reproduction.....	72, 828
Other contractual services.....	2, 832
Supplies and materials.....	7, 133
Equipment.....	5, 521
Total expenditures.....	868, 187
Unexpended balance.....	133

¹ Replaced A. E. Myles.

² Replaced J. B. Zink

³ Replaced H. C. Kohler.

⁴ Replaced H. K. Hagerman.

⁵ Replaced R. H. Wachowiak.

⁶ Replaced J. R. Mathieu.

⁷ Replaced T. E. Losey.

⁸ Replaced W. F. Euker.

⁹ Replaced N. J. Gibson.

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

Name	Title	Salary paid	Duties
Pope, Patrick V ¹	Administrative officer.	\$1,094.72	Subject to direction of Board, administers its governmental affairs.
Howard, Leland ²	do.....	19,106.96	Do.
Dillon, Mary E.....	Secretary.....	8,083.44	Secretarial, accounting, and auditing.
Berg, Floyd G.....	Clerk.....	2,455.52	Clerical.
Burch, Newton C.....	do.....	2,161.77	Do.

FIRST DIVISION

Killeen, Eugene A.....	Executive secretary...	\$11,617.60	Administration of affairs of division and subject to its direction.
Benecke, K. A.....	Secretary (confidential assistant).	4,430.72	Secretarial, stenographic, and clerical.
Dever, Nancy J.....	Secretary (administration assistant).	6,420.40	Do.
Ellwanger, D. M.....	Secretary (confidential assistant).	7,880.40	Do.
Fisher, Doris S.....	do.....	7,242.16	Do.
Howat, Helen S.....	do.....	7,013.52	Do.
LaSpina, Theresa R.....	do.....	5,592.40	Do.
Mainellis, P. E.....	do.....	5,179.20	Do.
Morgan, Ruth B.....	do.....	7,370.96	Do.
Pett, Lawrence H.....	Clerical assistant.	3,945.52	Do.
Roudebush, E. A.....	Secretary (confidential assistant).	7,671.60	Do.
Smith, Joan M.....	do.....	7,702.80	Do.
Sullivan, J. A.....	do.....	2,046.16	Do.
Williams, M. M.....	do.....	7,671.60	Do.
Flakus, James T.....	Clerk.....	4,148.64	Clerical.
Benard, Y. D.....	Secretary (confidential assistant).	2,194.43	Secretarial, stenographic, and clerical.
Hoffman, Joan E.....	do.....	1,548.12	Do.

FIREMEN'S SUPPLEMENTAL BOARD

Milligan, June R.....	Secretary.....	\$2,745.12	Secretarial, stenographic, and clerical.
Pappas, Mildred G.....	do.....	192.64	Do.
Sugrue, Alice V.....	do.....	3,371.20	Do.

REFEREES

Abernethy, Byron R.: 33½ days @ \$100 per day.	-----	\$3,350.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Anrod, Charles W.: 15½ days @ \$100 per day.	-----	1,550.00	Do.
Daugherty, Carroll R.: 37½ days @ \$100 per day.	-----	3,750.00	Do.
Dolnick, David: 41½ days @ \$100 per day.	-----	4,150.00	Do.
Larkin, John Day: 11¼ days @ \$100 per day.	-----	1,125.00	Do.

¹ Appointed Administrative Officer June 1, 1966, to succeed Leland Howard (retired).

² Retired May 31, 1966.

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

SECOND DIVISION

Name	Title	Salary paid	Duties
McCarthy, C. C.....	Executive secretary...	\$10, 076. 40	Administration of affairs of division and subject to its direction.
Humphreys, Paula J.....	Secretary (confidential assistant).	433. 44	Secretarial, stenographic, and clerical.
Lamborn, D. T.....	Secretary (administrative assistant).	7, 702. 80	Do.
Loughrin, C. A.....	Secretary (confidential assistant).	6, 373. 52	Do.
Mills, Frances.....	do.....	2, 624. 72	Do.
Roberts, Nita K.....	do.....	5, 947. 92	Do.
Shaughnessy, M. V.....	do.....	7, 903. 60	Do.
Spencer, L. M.....	do.....	216. 72	Do.
Stanger, D. M.....	do.....	6, 385. 68	Do.
Thomas, C. G.....	do.....	7, 678. 80	Do.
Vought, M. R.....	do.....	7, 880. 40	Do.
Williams, D. M.....	do.....	7, 903. 60	Do.
Listiza, Nessa.....	do.....	6, 331. 09	Do.
Lindberg, Robt. L.....	do.....	7, 110. 78	Do.
Groble, Agatha E.....	do.....	4, 550. 46	Do.
Burnett, Beverly J.....	do.....	558. 76	Do.
Brasch, Rosemarie.....	Clerk (typing).....	5, 663. 52	Typing and clerical.
Donfris, V. D.....	do.....	5, 705. 28	Do.

REFEREES

Hall, Levi M.: 44½ days @ \$100 per day.	-----	\$4, 450. 00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Johnson, Howard A.: 132½ days @ \$100 per day.	-----	13, 250. 00	Do.
McMahon, Donald F.: 68¾ days @ \$100 per day.	-----	6, 875. 00	Do.
Robertson, Francis J.: 21 days @ \$100 per day.	-----	2, 100. 00	Do.
Seidenberg, Jacob: 2 days @ \$100 per day.	-----	200. 00	Do.
Whiting, Dudley E.: 29¼ days @ \$100 per day.	-----	2, 925. 00	Do.

THIRD DIVISION

Schulzy, S. H.....	Executive Secretary...	\$11, 661. 12	Administration of affairs of division and subject to its direction.
Balskey, C. V.....	Secretary (Confidential assistant).	942. 08	Secretarial, stenographic, and clerical.
Carley, Y. V.....	do.....	6, 855. 12	Do.
Frey, C. E.....	do.....	7, 702. 80	Do.
Glenn, A. N.....	do.....	7, 903. 60	Do.
Gonda, A. G.....	do.....	5, 798. 26	Do.
LaChance, K. V.....	do.....	7, 050. 96	Do.
Mainellis, P. E.....	do.....	2, 223. 76	Do.
Musage, M. A.....	do.....	5, 577. 52	Do.
Paulos, A. W.....	Administrative assistant.	6, 847. 92	Clerical.
Schiller, B. J.....	Secretary (Confidential assistant).	6, 710. 32	Secretarial, stenographic, and clerical.
Smith, Lois E.....	do.....	5, 533. 44	Do.
Swanson, R. A.....	do.....	7, 671. 60	Do.
Vorpal, J. A.....	do.....	7, 468. 56	Do.
Cech, Delores.....	do.....	835. 20	Do.
Teima, L. A.....	Clerk-stenographer.....	5, 495. 20	Stenographic and clerical.
Czerwonka, V. C.....	Clerk (typing).....	5, 830. 56	Typing and clerical.
Stevens, J. L.....	do.....	4, 974. 48	Do.
Kolinski, C. J.....	Clerk.....	1, 039. 18	Clerical.
Vogt, Frank J.....	do.....	3, 732. 32	Do.

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

REFEREES

Name	Title	Salary paid	Duties
Bailer, Lloyd H.: 47 days @ \$100 per day.	-----	\$4,700.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Coburn, William H.: 60 days @ \$100 per day.	-----	6,000.00	Do.
Dolnick, David: 24 days @ \$100 day.	-----	2,400.00	Do.
Dorsey, John H.: 159¼ days @ \$100 per day.	-----	15,925.00	Do.
Hall, Levi M.: 72½ days @ \$100 per day.	-----	7,250.00	Do.
Ives, George S.: 60¼ days @ \$100 per day.	-----	6,025.00	Do.
Kornblum, Daniel: 23½ days @ \$100 per day.	-----	2,350.00	Do.
O'Gallagher, Kieran P.: 25 days @ \$100 per day.	-----	2,500.00	Do.
Rohman, Murray M.: 65 days @ \$100 per day.	-----	6,500.00	Do.
Stark, Arthur: 77 days @ \$100 per day.	-----	7,700.00	Do.
Weston, Harold M.: 60½ days @ \$100 per day.	-----	6,050.00	Do.
Wolf, Benjamin H.: 45 days @ \$100 per day.	-----	4,500.00	Do.
Zack, Arnold: 38¾ days @ \$100	-----	3,875.00	Do.

THIRD DIVISION SUPPLEMENTAL BOARD

Balskey, C. V.	Secretary.	\$6,938.32	Secretarial, stenographic, and clerical.
Arnold, E. L.	do.	6,563.92	Do.
Bulis, Eugenia.	do.	7,074.16	Do.
Conroyd, Sylvia T.	do.	4,642.64	Do.
Erickson, Lois H.	do.	6,855.12	Do.
Gonda, Agnes.	do.	793.60	Do.
Harding, Edna L.	do.	6,855.12	Do.
Heibel, Marian R.	do.	6,477.52	Do.
Musage, Margaret A.	do.	744.96	Do.
Price, Georgia L.	do.	4,695.64	Do.
Smith, Lois E.	do.	2,346.96	Do.
Steele, Beverly M.	do.	6,847.92	Do.
Sullivan, Josephine A.	do.	4,808.96	Do.
Swider, Alice M.	do.	1,373.30	Do.

REFEREES

Brown, David H.: 31½ days @ \$100 per day.	-----	\$3,150.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Devine, Arthur W.: 4½ days @ \$100 per day.	-----	450.00	Do.
Dolnick, David: 60½ days @ \$100 per day.	-----	6,050.00	Do.
Dorsey, John H.: 60½ days @ \$100 per day.	-----	6,050.00	Do.
Dugan, Paul C.: 24 days @ \$100 per day.	-----	2,400.00	Do.
Engelstein, Nathan: 93 days @ \$100 per day.	-----	9,300.00	Do.
Hall, Levi M.: 2½ days @ \$100 per day.	-----	250.00	Do.
Hamilton, Donald E.: 81¼ days @ \$100 per day.	-----	8,125.00	Do.
Harr, Don J.: 79½ days @ \$100 per day.	-----	7,950.00	Do.
House, Daniel: 74 days @ \$100 per day.	-----	7,400.00	Do.
Kabaker, David: 17 days @ \$100 per day.	-----	1,700.00	Do.

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

REFEREES—Continued

Name	Title	Salary paid	Duties
Lynch, Edward A.: 42 days @ \$100 per day.	-----	\$4,200.00	Sat with division as Member to make awards, upon failure of division to agree or secure majority vote.
Mesigh, Herbert J.: 42¼ days @ \$100 per day.	-----	4,225.00	Do.
Perelson, Bernard E.: 76¾ days @ \$100 per day.	-----	7,675.00	Do.
Rambo, Dan: 46¼ days @ \$100 per day.	-----	4,625.00	Do.
Rinehart, Jim A., Sr.: 4¾ days @ \$100 per day.	-----	475.00	Do.
Schmertz, Herbert: 28½ days @ \$100 per day.	-----	2,850.00	Do.
Seff, Bernard J.: 46¾ days @ \$100 per day.	-----	4,675.00	Do.
Williams, Peyton M.: 78¾ days @ \$100 per day.	-----	7,875.00	Do.
Wolf, Benjamin H.: 38½ days @ \$100 per day.	-----	3,850.00	Do.
Zumas, Nicholas H.: 34½ days @ \$100 per day.	-----	3,450.00	Do.

FOURTH DIVISION

Pope, Patrick V ¹ -----	Executive secretary---	\$10,993.52	Administration of affairs of division and subject to its direction.
Adams, H. V-----	Secretary (confidential assistant).	7,880.40	Secretarial, stenographic, and clerical.
Cordaro, S. J-----	do-----	216.72	Do.
Hunneville, M. L ² -----	do-----	7,903.60	Do.
Tichacek, J. R-----	do-----	5,511.50	Do.

REFEREES

Dolnick, David: 5 days @ \$100 per day.	-----	\$500.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Weston, Harold M.: 143¾ days @ \$100 per day.	-----	14,375.00	Do.

¹ Appointed NRAB Administrative Officer June 1, 1966 to succeed Leland Howard (retired).

² Appointed Executive Secretary June 1, 1966 to replace Patrick V. Pope.

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

433 West Van Buren Street, Chicago, Ill. 60607

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1965-66

G. L. BUUCK, *Chairman*

J. E. CARLISLE, *Vice Chairman*

H. V. BORDWELL
H. W. BURTNESS
W. F. EUKER¹
E. T. HORSLEY
K. LEVIN

W. R. MEYERS
DON A. MILLER
A. E. MYLES²
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 employees or groups of employees and carriers involving train and yard service employees; that is, engineers, firemen, hostlers and outside hostler helpers, conductors, trainmen, and yard service employees.

Cases docketed fiscal year 1965-66; classified according to carrier party to submission

	<i>Number of cases docketed</i>		<i>Number of cases docketed</i>
Akron & Barberton Belt.....	1	Chicago South Shore & South	
Akron Canton & Youngstown....	1	Bend	1
Alabama Great Southern.....	3	Cincinnati Union Terminal.....	1
Ann Arbor.....	3		
Atchison, Topeka & Santa Fe....	6	Delaware & Hudson.....	24
Atlantic Coast Line.....	42	Denver & Rio Grande Western....	50
		Detroit & Toledo Shore Line....	2
Baltimore & Ohio.....	2	Detroit Toledo & Ironton.....	1
Belt Railway of Chicago.....	2		
Boston & Maine.....	2	Elgin, Joliet & Eastern.....	5
		Erie-Lackawanna	8
California Western.....	1		
Canadian National.....	1	Florida East Coast.....	2
Central of Georgia.....	7	Fort Worth & Denver.....	4
Central Vermont.....	3		
Chesapeake & Ohio.....	14	Georgia	1
Chicago & Eastern Illinois.....	1	Georgia Southern & Florida....	4
Chicago & Illinois Midland.....	1	Grand Trunk Western.....	8
Chicago & Northwestern.....	2	Great Northern.....	15
Chicago Burlington & Quincy....	3	Green Bay & Western.....	1
Chicago Great Western.....	5	Gulf, Colorado & Santa Fe.....	10
Chicago, Milwaukee, St. Paul &		Gulf, Mobile & Ohio.....	4
Pacific	4		
Chicago Rock Island & Pacific....	12	Illinois Central.....	9
		Illinois Northern.....	1

¹ Succeeded Mr. Myles Mar. 16, 1966.

² Resigned Jan. 15, 1966.

Cases docketed fiscal year 1965-66; classified according to carrier party to submission—Continued

	<i>Number of cases docketed</i>		<i>Number of cases docketed</i>
Indiana Harbor Belt.....	3	Peoria & Pekin Union.....	3
Indianapolis Union Ry.....	3	Portland Terminal.....	3
Kansas City Southern.....	3	Reading	1
Kewaunee, Green Bay & Western..	1	Richmond, Fredericksburg & Potomac	17
Lake Superior Terminal & Transfer	1	Savannah & Atlanta.....	1
Lake Terminal.....	1	Seaboard Air Line.....	17
Lehigh & Hudson River.....	1	Soo Line.....	2
Louisville & Nashville.....	15	South Buffalo.....	3
Maine Central.....	2	Southern Pacific-Pacific.....	32
McKeesport Connecting.....	1	Southern Pacific-T. & L.....	2
Memphis Union Station.....	1	Southern	60
Missouri Pacific.....	11	Spokane, Portland & Seattle.....	2
Monongahela Connecting.....	2	Steelton and Highspire.....	1
New Orleans Union Passenger Terminal	1	Toledo Terminal.....	1
New York Central.....	1	Union Pacific.....	1
Norfolk & Western.....	13	Union R.R. Co. (Pittsburgh)	1
Northern Pacific Terminal of Oregon	7	Western Maryland.....	1
Pennsylvania	5	Western Pacific.....	1
Pennsylvania-Reading Seashore Lines	1	Winston-Salem Southbound.....	1
		Total	490

Cases docketed fiscal year 1965-66; classified according to organization party to submission

<i>Name of organization</i>	<i>Number of cases docketed</i>	<i>Name of organization</i>	<i>Number of cases docketed</i>
Conductors	35	Individual	7
Conductors-Trainmen	1	IARE	1
Engineers	46	Switchmen	95
Engineers-Firemen	4	Trainmen	191
Engineers-Trainmen-Conductors ..	1		
Firemen	109	Total	490

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

MEMBERSHIP

E. J. McDERMOTT, *Chairman*
C. E. BAGWELL
F. P. BUTLER
P. R. HUMPHREYS
W. B. JONES

H. F. M. BRAIDWOOD, *Vice Chairman*
W. H. KAISER¹
J. R. MATHIEU²
R. E. STENZINGER
O. L. WERTZ³

C. C. MCCARTHY, *Executive Secretary*

JURISDICTION

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

Carriers party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Alabama, Tennessee & Northern Ry. Co.-----	1	Erie-Lackawanna R.R. Co.-----	1
American Refrigerator Transit Co.-----	1	Fort Worth & Denver Ry. Co.---	1
Atchison, Topeka & Santa Fe Ry. Co.-----	6	Grand Trunk Western R.R. Co.---	1
Baltimore & Ohio R.R. Co.-----	6	Great Northern Ry. Co.-----	16
Belt Railway of Chicago-----	3	Gulf, Mobile & Ohio R.R. Co.---	6
Boston & Maine R.R. Co.-----	6	Harbor Belt R.R. Co.-----	1
Central of Georgia Ry. Co.-----	5	Illinois Central R.R. Co.-----	6
Central R.R. Co. of New Jersey--	3	Illinois Terminal RR. Co.-----	1
Chesapeake & Ohio Ry. Co.-----	14	Kansas City Southern Ry. Co.---	4
Chicago & Eastern Illinois R.R. Co.-----	2	Lehigh Valley RR. Co.-----	5
Chicago & North Western Ry. Co.---	13	Long Island RR. Co.-----	5
Chicago & Western Indiana R.R. Co.-----	1	Louisville & Nashville RR. Co.---	5
Chicago, Burlington & Quincy R.R. Co.-----	5	Missouri-Kansas-Texas RR. Co.---	2
Chicago, Milwaukee, St. Paul & Pacific R.R. Co.-----	5	Missouri Pacific R.R. Co.-----	6
Chicago, Rock Island & Pacific R.R. Co.-----	6	Monongahela Ry. Co.-----	1
Cincinnati Union Terminal Co.---	1	New Orleans Public Belt RR.-----	6
Delaware & Hudson R.R. Co.-----	1	New Orleans & Northeastern RR. Co.-----	1
Denver & Rio Grande Western R.R. Co.-----	1	New York Central RR. Co.-----	6
Detroit & Toledo Shoreline R.R. Co.-----	1	New York, New Haven & Hartford RR. Co.-----	6
Elgin, Joliet & Eastern Ry. Co.---	6	Norfolk & Portsmouth Belt Line R.R. Co.-----	1
		Norfolk & Western Ry. Co.-----	3
		Northern Pacific Ry. Co.-----	4
		Pacific Fruit Express Co.-----	1
		Pennsylvania-Reading Seashore Lines-----	1
		Pennsylvania RR. Co.-----	4
		Pittsburgh & Lake Erie R.R. Co.---	4

¹ Replaced J. B. Zink.

² Replaced H. K. Hagerman.

³ Replaced T. E. Losey.

Carriers party to cases docketed—Continued

	<i>Number of cases</i>		<i>Number of cases</i>
Portland Terminal RR. Co.....	1	Southern Ry. Co.....	10
Port Terminal RR. Association..	4	Spokane, Portland & Seattle Ry.	
Pullman Co., The.....	3	Co.	6
Reading Co., The.....	2	Union Pacific RR. Co.....	2
St. Louis-San Francisco Ry. Co..	7	Washington Terminal Co.....	5
Seaboard Air Line RR. Co.....	3	Western Maryland Ry. Co.....	1
Soo Line RR. Co.....	1	Western Pacific RR. Co.....	1
Southern Pacific Co. (Pacific Line)	7	Total	238

Organizations, etc., party to cases docketed

Federated trades.....	1	International Brotherhood of Boil-	
Brotherhood Railway Carmen of America	124	ermakers, Iron Ship Builders, Blacksmiths, Forgers and	
International Brotherhood of Electrical Workers.....	37	Helpers	7
International Association of Ma-		Sheet Metal Workers' Interna-	
chinists	34	tional Association.....	10
International Brotherhood of		Transport Workers Union of	
Firemen, Oilers, Helpers,		America—Railroad Division...	4
Roundhouse and Railway Shop		Individually submitted cases, etc.	1
Laborers	20	Total	238

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, 11 in number, arose, during the fiscal year ending June 30, 1966, 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, 1966:

Donald L. Grant, Union Pacific RR. Co.; electrical worker.
 N. A. Zemke, Chicago & North Western Ry. Co.; carman.
 Robert L. Gunn, Cincinnati Union Terminal; carman.
 Knapp & Carlo, New York Central RR. Co.; machinists.
 Louis Seidel, Pennsylvania RR. Co.; electrical worker.
 Fernando Torrez, Chicago, Burlington & Quincy RR. Co.; coach cleaner.
 Frank B. Smith, Southern Ry. Co.; sheet metal worker.
 Walter N. Scoggins, Sr., Gulf, Mobile & Ohio RR.; carman.
 Roscoe Downing, Chicago, Milwaukee, St. Paul & Pacific RR.; machinist helper.
 Michael Wright, Louisville & Nashville RR. Co.; carman helper.
 Unnamed, Pennsylvania RR. Co.; car inspector.

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

J. W. WHITEHOUSE, *Chairman*
R. E. BLACK, *Vice Chairman*
C. R. BARNES
P. C. CARTER
D. S. DUGAN
G. P. KASAMIS

C. E. KIEF
H. C. KOHLER¹
GERALD ORNDORFF
T. F. STRUNCK
G. C. WHITE

SUPPLEMENTAL BOARD

W. W. ALTUS, *Chairman*
R. A. DEROSSETT, *Vice Chairman*
W. F. EUKER²
R. H. HACK
H. K. HAGERMAN
H. G. HARPER

C. H. MANOOGIAN
G. L. NAYLOR
W. M. ROBERTS
D. E. WATKINS
J. M. WILLEMIN

STANLEY H. SCHULTY, *Executive Secretary*

JURISDICTION

Third Division: To have jurisdiction over disputes involving station, tower and telegraph employees, train dispatchers, maintenance of way men, clerical employees, freight handlers, express, station and store employees, signalmen, sleeping car conductors, sleeping car porters and maids, and dining car employees.

Carriers party to cases docketed

	Number of cases		Number of cases
Alabama Great Southern-----	1	Chicago, Rock Island & Pacific--	19
Alton & Southern-----	1	Chicago Union Station-----	1
Atchison, Topeka & Santa Fe----	6	Cincinnati, New Orleans & Texas	
Atlanta & West Point-----	2	Pacific -----	3
Atlanta Joint Terminals-----	1	Cincinnati Union Terminal-----	4
Atlantic Coast Line-----	8	Clinchfield -----	2
Baltimore & Ohio-----	7	Colorado & Southern-----	5
Belt Railway of Chicago-----	6	Delaware & Hudson-----	5
Boston & Maine-----	3	Denver & Rio Grande Western--	13
Carolina & Northwestern-----	1	Detroit & Toledo Shore Line----	2
Central of Georgia-----	35	Detroit, Toledo & Ironton-----	1
Central RR. Co. of New Jersey--	5	Duluth, Missabe & Iron Range--	4
Chesapeake & Ohio-----	8	East Portland Freight Terminal--	1
Chicago & Eastern Illinois-----	1	Elgin, Joliet & Eastern-----	14
Chicago & North Western-----	6	Erie-Lackawanna -----	26
Chicago & Western Indiana-----	1	Florida East Coast-----	3
Chicago, Burlington & Quincy--	22	Fort Worth & Denver-----	5
Chicago Great Western-----	7	Georgia -----	2
Chicago, Milwaukee, St. Paul &		Georgia & Florida-----	1
Pacific -----	36		

¹ G. P. Kasamis replaced H. C. Kohler Mar. 1, 1966.

² H. K. Hagerman replaced W. F. Euker on June 16, 1966.

Carriers party to cases docketed—Continued

	<i>Number of cases</i>		<i>Number of cases</i>
Georgia, Southern & Florida-----	2	Ogden Union Ry. Depot Co-----	2
Grand Trunk Western-----	5	Pennsylvania-----	24
Great Northern-----	4	Pennsylvania-Reading Seashore--	1
Gulf, Mobile & Ohio-----	8	Pittsburgh & Lake Erie-----	1
Houston Belt & Terminal-----	1	Pullman-----	5
Illinois Central-----	9	Railway Express Agency-----	5
Illinois Terminal-----	1	Reading-----	2
Indiana Harbor Belt-----	3	Richmond, Fredericksburg & Potomac-----	2
Indianapolis Union Ry-----	2	St. Louis-San Francisco-----	16
Jacksonville Terminal-----	1	St. Louis Southwestern-----	50
Joint Texas Div.-C.R.I. & P.-Ft. W. & D. (BUR-RI)-----	1	Savannah & Atlanta-----	2
Kansas City Southern-----	3	Seaboard Air Line-----	7
Kansas City Terminal-----	13	Soo Line-----	5
Kentucky & Indiana Terminal--	2	Southern-----	45
Lehigh & Hudson-----	2	Southern Pacific (Pacific Lines)--	45
Lehigh Valley-----	1	Southern Pacific (Texas & Louisiana Line)-----	4
Long Island-----	4	Spokane, Portland & Seattle----	7
Los Angeles Union Passenger Terminal-----	2	Stock Yards District Agency----	2
Louisville & Nashville-----	23	Tampa Union Station-----	1
Milwaukee-Kansas City Southern Joint Agency-----	1	Tennessee Central-----	2
Missouri-Kansas-Texas-----	7	Terminal RR. Association of St. Louis-----	4
Missouri Pacific-----	50	Texarkana Union Station Trust--	1
Monon-----	3	Texas & Pacific-----	2
Monongahela-----	1	Texas City Terminal-----	2
New Orleans & Northeastern----	2	Toledo, Peoria & Western-----	1
New York Central-----	15	Union Pacific-----	9
New York, New Haven & Hartford-----	10	Union RR. Co-----	2
Norfolk & Western-----	18	Union Terminal Co. of Dallas----	1
Norfolk Southern-----	2	Western Maryland-----	2
Northern Pacific-----	1	Western Weighing & Inspection Bureau-----	1
Northwestern Pacific-----	1	Total-----	719

Organizations party to cases docketed

American Train Dispatchers Association-----	21	Joint Council of Dining Car Employees-----	14
Brotherhood of Maintenance of Way Employees-----	119	Transportation - Communication Employees Union (formerly the Order of RR. Telegraphers)---	241
Brotherhood of Railroad Signalmen-----	74	Order of Railway Conductors & Brakemen (Pullman System)--	5
Brotherhood of Railway & Steam- ship Clerks, Freight Handlers, Express and Station Employees--	226	United Steelworkers of America--	1
Brotherhood of Sleeping Car Porters-----	1	Miscellaneous class of employees--	16
International Brotherhood of Teamsters-----	1	Total-----	719

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

J. P. TAHNEY, *Chairman*
J. R. MATHIEU, *Vice Chairman*
C. T. CONWAY, *Vice Chairman*¹
A. H. DEANE

A. T. OTTO, JR.²
W. J. RYAN
B. G. UPTON³

P. V. POPE, *Executive Secretary*⁵
M. L. HUMFREVILLE, *Acting Executive Secretary*⁴

JURISDICTION

Fourth Division: To have jurisdiction over disputes involving employees of carriers 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.

Carriers party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Atchison, Topeka & Santa Fe Ry. Co.-----	5	New York, New Haven & Hartford RR. Co., The-----	4
Atlantic Coast Line RR.-----	2	Norfolk & Western Ry. Co.-----	1
Baltimore & Ohio RR. Co.-----	4	Norfolk & Western Ry. Co. (Lake Region)-----	5
Boston & Maine Corp.-----	1	Northern Pacific Ry. Co.-----	1
Chesapeake & Ohio Ry. Co.-----	3	Pennsylvania RR. Co., The-----	12
Chicago & North Western Ry. Co.-----	5	Pittsburgh & Lake Erie RR. Co., The-----	1
Chicago, Burlington & Quincy RR. Co.-----	2	Reading Co.-----	3
Chicago, Rock Island & Pacific RR. Co.-----	3	Soo Line RR. Co.-----	2
Detroit & Toledo Shore Line RR. Co., The-----	1	Southern Ry. Co.-----	4
Erie Lackawanna RR. Co.-----	2	Terminal Railroad Association of St. Louis-----	2
Grand Trunk Western RR. Co.-----	2	Texas Pacific-Missouri Pacific Terminal RR. of New Orleans-----	1
Great Northern Ry.-----	2	Toledo, Lorain & Fairport Co.-----	2
Illinois Central RR. Co.-----	5	Union Belt of Detroit-----	1
Lehigh Valley RR. Co.-----	5	Union Pacific RR. Co.-----	2
Louisville & Nashville RR. Co.-----	1	Washington Terminal Co., The-----	3
Missouri Pacific RR. Co.-----	5	Western Maryland Ry. Co.-----	1
New Orleans Union Passenger Terminal-----	1		
New York Central RR. Co., The-----	16	Total-----	107

Organizations—Employees party to cases docketed

American Railway Supervisors Association, The-----	30	National Marine Engineers Beneficial Association-----	2
International Longshoremen's Association-----	2	Railroad Yardmasters of America-----	42
Joint Council Dining Car Employees-----	5	Railroad Yardmasters of North America, Inc.-----	1
Lighter Captains' Union, Local 996, ILA-----	4	Railway Employees Department-----	6
Miscellaneous Classes of Employees-----	7	Railway Patrolmen's International Union-----	8
		Total-----	107

¹ Elected vice chairman effective June 16, 1966.

² Appointed effective July 1, 1965, to replace R. H. Wachowiak.

³ Appointed effective June 16, 1966, to replace J. R. Mathieu.

⁴ Appointed effective June 1, 1966, to replace P. V. Pope.

⁵ Appointed effective June 1, 1966, NRAB Administrative Officer succeeding Leland Howard, (retired).

APPENDIX B

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1966

Name	Residence	Date of appointment	Special Board No.	Parties
Carroll M. Daugherty	Evanston, Ill.	July 8, 1965	621	Chicago, Rock Island & Pacific R.R. Co. and Switchmen's Union of North America.
Roy R. Ray	Dallas, Tex.	July 14, 1965	622	National Railway Labor Conference and Brotherhood of Locomotive Firemen & Enginemen.
Arthur W. Sempliner	Grosse Pointe Farms, Mich.	July 22, 1965	624	Galveston Wharves, Board of Trustees & Switchmen's Union of North America.
Thomas C. Begley	Cleveland, Ohio	July 21, 1965	623	Western Maryland Ry. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass	Oklahoma City, Okla.	July 20, 1965	375	Detroit & Toledo Shore Line R.R. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Lloyd H. Bailer	New York, N.Y.	Aug. 24, 1965	2 393	New York Central R.R. Co., Pittsburgh & Lake Erie R.R. Co., and Order of Railway Conductors & Brakemen.
Martin I. Rose	do.	Sept. 2, 1965	626	Erie-Lackawanna R.R. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Kieran P. O'Gallagher	Chicago, Ill.	Aug. 30, 1965	628	New York, New Haven & Hartford R.R. Co. and Brotherhood of Locomotive Firemen & Enginemen.
David R. Douglass	Oklahoma City, Okla.	Sept. 15, 1965	632	Delaware & Hudson R.R. Corp. and Brotherhood of Railroad Trainmen.
Howard A. Johnson	Butte, Mont.	Sept. 24, 1965	1 631	Long Island R.R. Co. and International Association of Machinists & Aerospace Workers
Charles W. Anrod	Chicago, Ill.	do.	1 631	and International Brotherhood of Electrical Workers.
J. Harvey Daly	Bowie, Md.	do.	1 631	
Francis J. Robertson	Washington, D.C.	do.	1 631	
Joseph McDonald	do.	do.	1 631	
Harold M. Gilden	Chicago, Ill.	do.	1 631	
A. Langley Coffey	Sand Springs, Okla.	Sept. 14, 1965	627	Cuyahoga Valley Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Carroll R. Daugherty	Evanston, Ill.	Sept. 10, 1965	629	Union R.R. Co. and Brotherhood of Locomotive Engineers.
Kieran P. O'Gallagher	Chicago, Ill.	Sept. 27, 1965	635	Boston & Maine R.R. Corp. and Brotherhood of Locomotive Firemen & Enginemen.
Lloyd H. Bailer	New York, N.Y.	Sept. 30, 1965	637	New York, New Haven & Hartford R.R. Co. and Brotherhood of Locomotive Engineers.
Robert O. Boyd	Washington, D.C.	do.	638	Chicago, West Pullman & Southern R.R. Co. and Brotherhood of Railroad Trainmen.
Thomas C. Begley	Cleveland, Ohio	Oct. 8, 1965	633	Monongahela R.R. Co. and Brotherhood of Railroad Trainmen.
Theodore W. Kheel	New York, N.Y.	Oct. 21, 1965	640	New York Central R.R., Pittsburgh & Lake Erie R.R. and Order of Railway Conductors & Brakemen.
Jacob Seidenberg	Falls Church, Va.	Oct. 22, 1965	625	Indiana Harbor Belt R.R. and Brotherhood of Locomotive Firemen & Enginemen.
Paul D. Hanlon	Portland, Oreg.	Oct. 25, 1965	634	Tennessee Central Ry. Co. and Brotherhood of Railroad Trainmen.
William H. Coburn	Washington, D.C.	Oct. 26, 1965	641	Chicago & Western Indiana R.R. Co. and Brotherhood of Railroad Trainmen.
Do.	do.	Nov. 2, 1965	642	Missouri-Kansas-Texas R.R. Co. and Brotherhood of Railroad Trainmen.
John F. Sembower	Chicago, Ill.	Nov. 16, 1965	639	Los Angeles Junction Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Arthur W. Sempliner	Detroit, Mich.	Sept. 24, 1965	636	St. Louis-San Francisco Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Jacob Seidenberg	Falls Church, Va.	Nov. 18, 1965	643	Central Vermont Ry. Co. and Brotherhood of Railroad Trainmen.
Thomas C. Begley	Cleveland, Ohio	Nov. 22, 1965	647	Houston Belt & Terminal Ry. Co. and Brotherhood of Railroad Trainmen.
Robert O. Boyd	Washington, D.C.	Nov. 23, 1965	648	Lehigh Valley R.R. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass	Oklahoma City, Okla.	Nov. 29, 1965	644	Cuyahoga Valley R.R. Co. and Brotherhood of Railroad Trainmen.

Preston J. Moore	Oklahoma City, Okla.	Nov. 30, 1965	353	St. Louis Southwestern Ry. Co. and Transportation & Communication Employees Union.
William H. Coburn	Washington, D.C.	Dec. 17, 1965	650	Lehigh Valley R.R. Co. and National Marine Engineers' Beneficial Association.
George S. Ives	do.	Dec. 20, 1965	651	Eastern, Western, Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen, Switchmen's Union of North America.
J. Glenn Donaldson	Denver, Colo.	Dec. 21, 1965	652	Lehigh & Hudson River Ry. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass	Oklahoma City, Okla.	do.	653	Detroit & Toledo Shore Line R.R. Co. and Brotherhood of Locomotive Firemen and Enginemen.
Jacob Seidenberg	Falls Church, Va.	Dec. 23, 1965	654	Elgin, Joliet & Eastern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Robert O. Boyd	Washington, D.C.	Dec. 27, 1965	* 18	Southern Pacific Co. (Pacific Lines), Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen.
H. Raymond Cluster	Baltimore, Md.	do.	63	New York Central R.R. Co.-Southern District and Brotherhood of Railroad Trainmen.
David R. Douglass	Oklahoma City, Okla.	Dec. 28, 1965	649	Allegheny & Southern R.R. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Do	do.	Dec. 29, 1965	655	Grand Trunk Western R.R. Co. and Brotherhood of Locomotive Engineers.
Hubert Wyckoff	Watsonville, Calif.	Jan. 13, 1966	657	Ogden Union R.R. & Depot Co. and Brotherhood of Railroad Trainmen.
Carroll R. Daugherty	Evanston, Ill.	Jan. 17, 1966	646	Union Pacific R.R. Co.-Eastern District and Brotherhood of Locomotive Engineers
Mortimer Stone	Denver, Colo.	Jan. 14, 1966	658	McKeesport Connecting R.R. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Robert O. Boyd	Washington, D.C.	Jan. 18, 1966	* 123	San Diego & Arizona Eastern Ry. Co. and Brotherhood of Railroad Trainmen.
Do	do.	do.	* 21	San Diego & Arizona Eastern Ry. Co. and Order of Railway Conductors and Brakemen.
Do	do.	do.	* 107	Northwestern Pacific Ry. Co. and Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen.
Harold M. Gilden	Chicago, Ill.	Feb. 7, 1966	659	Long Island R.R. Co. and Brotherhood of Locomotive Engineers.
Francis B. Murphy	Los Angeles, Calif.	do.	662	Chicago & North Western Ry. Co. and Brotherhood of Railroad Trainmen.
Jacob Seidenberg	Falls Church, Va.	Feb. 7, 1966	660	Richmond, Fredericksburg & Potomac R.R. Co. and Brotherhood of Locomotive Engineers.
Arthur W. Sempliner	Grosse Pointe Farms, Mich.	Feb. 9, 1966	661	Davenport, Rock Island & North Western Ry. Co. and Switchmen's Union of North America.
Robert O. Boyd	Washington, D.C.	Feb. 15, 1966	663	Monon R.R. and Brotherhood of Railroad Trainmen.
Kieran P. O'Gallagher	Chicago, Ill.	Feb. 28, 1966	664	Missouri Pacific R.R. Co. and Brotherhood of Railroad Trainmen.
Jacob Seidenberg	Falls Church, Va.	Mar. 11, 1966	* 612	Central of Georgia Ry. Co. and Railway Employees' Department.
Do	do.	do.	* 597	Southern Ry. System and Railway Employees' Department.
Do	do.	do.	* 613	Birmingham Terminal Co. and International Brotherhood of Electrical Workers.
Do	do.	Mar. 14, 1966	* 614	Atlanta Terminal Co. and International Brotherhood of Electrical Workers.
				Atlanta, Blacksmiths, Forgers & Helpers of America; Brotherhood of Railway Carmen of America; and International Association of Electrical Workers.
Do	do.	do.	* 615	Savannah & Atlanta Ry. Co. and International Association of Machinists & Aerospace Workers; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of America, Brotherhood of Railway Carmen of America, Sheet Metal Workers International Association, and International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers affiliated with Railway Employees' Department.
Do	do.	Feb. 11, 1966	* 570	Eastern, Western, Southeastern Carriers' Conference Committees and Railway Employees' Department.

See footnotes at end of table.

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1966—Continued

Name	Residence	Date of appointment	Special Board No.	Parties
Robert O. Boyd.....	Washington, D.C.....	Mar. 16, 1966	665	Chicago, Milwaukee, St. Paul & Pacific RR. Co. (Lines West) and Brotherhood of Locomotive Engineers.
Thomas C. Begley.....	Cleveland, Ohio.....	do	666	Erie Lackawanna RR. Co. (D&LW District) and Brotherhood of Locomotive Engineers.
Jacob Seidenberg.....	Falls Church, Va.....	Mar. 17, 1966	667	Long Island RR. Co. and Brotherhood of Locomotive Engineers.
Harold M. Weston.....	New York, N.Y.....	Mar. 28, 1966	670	Erie-Lackawanna RR. Co. and National Marine Engineers' Beneficial Association.
Arthur W. Sampliner.....	Grosse Pointe Farms, Mich.....	Mar. 30, 1966	672	Missouri-Kansas-Texas RR. Co. and Order of Railway Conductors & Brakemen.
Carroll R. Daugherty.....	Chicago, Ill.....	Apr. 5, 1966	673	Western Pacific RR. Co. and Switchmen's Union of North America.
Lloyd H. Bailer.....	New York, N.Y.....	Apr. 15, 1966	674	Port Authority, Trans Hudson Corp. and Brotherhood of Locomotive Engineers.
Robert O. Boyd.....	Washington, D.C.....	Apr. 18, 1966	669	Pittsburgh & Lake Erie RR. Co., Lake Erie & Eastern RR. Co. and Brotherhood of Locomotive Engineers.
David R. Douglass.....	Oklahoma City, Okla.....	do	671	Union Pacific RR. Co. (Northeastern District—Oregon Division and the Territory, Salt Lake City-Butte-Granger-Huntington) and Brotherhood of Locomotive Firemen & Enginemen.
Carroll R. Daugherty.....	Evanston, Ill.....	Apr. 19, 1966	668	Detroit & Toledo Shore Line RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Robert O. Boyd.....	Washington, D.C.....	do	680	Chicago, West Pullman & Southern RR. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	Apr. 28, 1966	675	Southern Pacific Co. (Pacific Lines) including former EP&SW System and Brotherhood of Railroad Trainmen.
Harold M. Gilden.....	Chicago, Ill.....	May 3, 1966	676	Southern Pacific Co. (Pacific Lines) and Brotherhood of Locomotive Firemen & Enginemen.
Robert O. Boyd.....	Washington, D.C.....	May 6, 1966	677	Fort Worth & Denver Ry. Co. and Brotherhood of Railroad Trainmen.
Jacob Seidenberg.....	Falls Church, Va.....	May 10, 1966	679	Norfolk Southern Ry. Co. and Brotherhood of Railroad Trainmen.
Arthur Stark.....	New York, N.Y.....	May 17, 1966	682	Pennsylvania RR. Co., Pennsylvania-Reading Seashore Lines and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	May 18, 1966	681	Ashley, Drew & Northern Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Hubert Wyckoff.....	Watsonville, Calif.....	May 20, 1966	686	Union Pacific RR. Co. (Territory-Salt Lake City-Butte and Granger-Huntington) and Brotherhood of Railroad Trainmen.
Lloyd H. Bailer.....	New York, N.Y.....	May 20, 1966	603	Great Northern R.R. Co. and Transportation and Communications Employees Union.
Robert O. Boyd.....	Washington, D.C.....	June 3, 1966	687	Lehigh Valley RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Jacob Seidenberg.....	Falls Church, Va.....	May 27, 1966	683	Atchafson, Topeka & Santa Fe Ry. Co.-Western Lines and Brotherhood of Locomotive Engineers.
A. Langley Coffey.....	Tulsa, Okla.....	June 6, 1966	684	National Railway Labor Conference and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen and Order of Railway Conductors & Brakemen.
Byron R. Abernethy.....	Lubbock, Tex.....	June 7, 1966	685	Eastern, Western, and Southeastern Carriers' Conference Committees and Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen & Enginemen; and Switchmen's Union of North America.
Do.....	do.....	June 10, 1966	718	Southern Pacific Co.-Pacific Lines and Brotherhood of Railroad Trainmen, Order of Railway Conductors & Brakemen and Brotherhood of Locomotive Firemen & Enginemen.

Robert O. Boyd.....	Washington, D.C.....	June 13, 1966	689	Atchison, Topeka & Santa Fe Ry. Co.-Eastern Lines and Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Firemen & Enginemen and Brotherhood of Locomotive Engineers.
Thomas C. Begley.....	Cleveland, Ohio.....	June 29, 1966	690	Bessemer & Lake Erie RR. Co. and Brotherhood of Railroad Trainmen.
David R. Douglass.....	Oklahoma City, Okla.....	June 30, 1966	691	Chicago & Eastern Illinois RR. Co. and Brotherhood of Locomotive Engineers.
Lloyd H. Bailer.....	New York, N.Y.....	June 30, 1966	496	New York Central RR. Co., et al. and Brotherhood Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.

¹ Member of a panel of 6 neutrals to serve individually and from time to time.

² Vice, James W. Corbett, resigned.

³ Vice, Carroll R. Daugherty.

⁴ Vice, Thomas J. Mabry.

⁵ Vice, Francis J. Robertson, resigned.

⁶ Vice, Joseph McDonald.

⁷ Vice, Robert O. Boyd.

Arbitrators appointed—Special Boards of Adjustment (Railroad) under sec. III, Arbitration Award 282, fiscal year 1966

Parties	Arbitrator	Residence	Date of appointment
Atchison, Topeka & Santa Fe Ry. Co., Eastern District & Brotherhood of Railroad Trainmen.....	J. Harvey Daly ¹	Bowie, Md.....	Oct. 15, 1965
Belt Ry. Co. of Chicago and Brotherhood of Railroad Trainmen.....	Kieran P. O'Gallagher.....	Chicago, Ill.....	Nov. 17, 1965
Camas Prairie R.R. Co. and Switchmen's Union of North America.....	Howard A. Johnson.....	Butte, Mont.....	July 16, 1965
Chicago, Rock Island & Pacific R.R. Co. and Switchmen's Union of North America.....	Fred Witney.....	Bloomington, Ind.....	Sept. 23, 1965
Chicago, Milwaukee, St. Paul & Pacific R.R. Co. (Lines East) and Brotherhood of Railroad Trainmen.....	George S. Ives.....	Washington, D.C.....	Nov. 12, 1965
Chicago & North Western Ry. Co. and Switchmen's Union of North America.....	Leonard E. Lindquist.....	Minneapolis, Minn.....	Jan. 18, 1966
Great Northern Ry. Co. and Switchmen's Union of North America.....	John F. Sembower.....	Chicago, Ill.....	Aug. 30, 1965
Do.....	Walter G. Seinsheimer ²	Cincinnati, Ohio.....	Oct. 4, 1965
Green Bay & Western R.R. Co. and Brotherhood of Railroad Trainmen.....	George S. Ives.....	Washington, D.C.....	Dec. 30, 1965
Great Northern Ry. Co. and Switchmen's Union of North America.....	John H. Dorsey.....	do.....	Jan. 14, 1966
Lake Superior Terminal & Transfer Ry. Co. and Switchmen's Union of North America.....	Robert J. Ables.....	do.....	Dec. 9, 1965
Minnesota, Dakota & Western Ry. Co. and Brotherhood of Railroad Trainmen.....	Leonard E. Lindquist.....	Minneapolis, Minn.....	Oct. 18, 1965
Norfolk & Western Ry. Co. (Wheeling & Lake Erie Districts) and Brotherhood of Railroad Trainmen.....	Sidney A. Wolf.....	New York, N.Y.....	Nov. 12, 1965
Norfolk & Western Ry. Co. (LE&W & Clover Leaf District) and Brotherhood of Railroad Trainmen.....	Edward A. Lynch.....	Washington, D.C.....	Nov. 16, 1965
Norfolk & Western Ry. Co. (Western Region) and Brotherhood of Railroad Trainmen.....	Nathan Engelstein.....	Chicago, Ill.....	Dec. 27, 1965
Richmond, Fredericksburg & Potomac R.R. Co. and Brotherhood of Railroad Trainmen.....	Jacob Seidenberg.....	Falls Church, Va.....	Nov. 22, 1965
St. Paul Union Depot Co. and Switchmen's Union of North America.....	Donald F. McMahon.....	Oklahoma City, Okla.....	Oct. 1, 1965
Southern Pacific Co. (Pacific Lines) and Switchmen's Union of North America.....	Addison Mueller.....	Los Angeles, Calif.....	Sept. 27, 1965
St. Paul Union Depot Co. and Switchmen's Union of North America.....	Donald F. McMahon.....	Oklahoma City, Okla.....	Jan. 14, 1966
St. Louis Southwestern Ry. Co. and Brotherhood of Railroad Trainmen.....	Charles W. Anrod.....	Chicago, Ill.....	Jan. 19, 1966
Washington Terminal Co. and Brotherhood of Railroad Trainmen.....	Edward A. Lynch.....	Washington, D.C.....	Oct. 4, 1965
Wichita Terminal Association and Brotherhood of Railroad Trainmen.....	A. Langley Coffey.....	Tulsa, Okla.....	Sept. 3, 1965

¹ Vice, John F. Sembower.

² Vice, John F. Sembower.

Referees appointed—System Board of Adjustment (Airline) fiscal year 1966

Name	Residence	Date of appointment	Parties
Laurence E. Seibel	Washington, D.C.	July 8, 1965	Northwest Airlines, Inc. and Air Line Stewards & Stewardesses Association.
James C. Vadakin	Coral Gables, Fla.	do.	National Airlines, Inc. and International Association of Machinists & Aerospace Workers.
David H. Stowe	Washington, D.C.	July 9, 1965	Do.
Hugo L. Black, Jr.	Miami, Fla.	do.	Do.
Nathan Cayton	Washington, D.C.	do.	Do.
Leo C. Brown	Cambridge, Mass.	do.	Ozark Airlines, Inc. and Air Line Pilots Association.
Walter L. Gray	Oklahoma City, Okla.	do.	Braniff International Airways and Airline Pilots Association.
Edward B. Schulkind	New York, N.Y.	do.	Aeronaves de Mexico and International Association of Machinists & Aerospace Workers.
Daniel House	do.	July 12, 1965	Northwest Airlines, Inc. and Air Line Stewards & Stewardesses Association.
Burton B. Turkus	do.	do.	National Airlines, Inc. and Air Line Employees Association.
Allan Weisenfeld	Newark, N.J.	July 14, 1965	Aeronaves de Mexico and International Association of Machinists & Aerospace Workers.
Ross Hutchins	Tulsa, Okla.	July 21, 1965	Trans Texas Airways, Inc. and Air Line Employees Association.
Dan Rambo	Norman, Okla.	do.	Do.
Robert J. Ables	Falls Church, Va.	July 20, 1965	Carlbair & Air Line Employees Association.
Thomas Q. Gilson	Honolulu, Hawaii	July 21, 1965	Aloha Airlines, Inc. and Air Line Pilots Association.
Preston J. Moore	Oklahoma City, Okla.	do.	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Edgar Allan Jones, Jr.	Los Angeles, Calif.	July 26, 1965	Aloha Airlines, Inc. and Air Line Pilots Association.
Paul D. Hanlon	Portland, Oreg.	July 29, 1965	Alaska Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Do.	do.	do.	Do.
Joseph Shister	Buffalo, N.Y.	Aug. 2, 1965	Northwest Airlines, Inc. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Harry H. Platt	Detroit, Mich.	Aug. 3, 1965	Aaxico Airlines, Inc. and Air Line Pilots Association.
Wesley Miller	Tahlequah, Okla.	Aug. 23, 1965	Western Airlines, Inc. International Brotherhood of Teamsters.
J. Harvey Daly	Bowie, Md.	do.	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
David H. Stowe	Washington, D.C.	do.	Do.
Frank Elkouri	Norman, Okla.	do.	Northwest Airlines, Inc. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Nicholas H. Zumas	Washington, D.C.	Aug. 24, 1965	National Airlines, Inc. and Air Line Employees Association.
George S. Ives	do.	do.	Do.
Louis Robert Funston, Jr.	Tulsa, Okla.	do.	Do.
Martin I. Rose	New York, N.Y.	Sept. 13, 1965	American Airlines, Inc. and Transport Workers Union of America.
Paul H. Saunders	Nashville, Tenn.	do.	Ozark Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Ronald W. Haughton	Grosse Pointe Farms, Mich.	Sept. 14, 1965	Do.
Paul D. Hanlon	Portland, Oreg.	do.	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
John R. McCandless	Oklahoma City, Okla.	Sept. 24, 1965	Braniff International Airways, and International Association of Machinists & Aerospace Workers.
George Ives	Washington, D.C.	do.	Allegheny Airlines and Air Line Pilots Association, International.
Laurence E. Seibel	do.	Sept. 27, 1965	Carlbair & Air Line Pilots Association, International.
Nicholas H. Zumas	do.	Oct. 15, 1965	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Don Harr	Tulsa, Okla.	do.	Do.

Referees appointed—System Board of Adjustment (Airline) fiscal year 1966—Continued

Name	Residence	Date of appointment	Parties
Herbert L. Mesigh.....	Oklahoma City, Okla.....	Oct. 18, 1965	Branniff International Airways and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Albert W. Epstein.....	New York, N.Y.....	Oct. 29, 1965	Pennsylvania R.R. Co. and Railroad Food Workers Union.
Hugo L. Black, Jr.....	Miami, Fla.....	Nov. 22, 1965	Pan American World Airways, Inc. and Transport Workers Union of America.
Sar A. Levitan.....	Washington, D.C.....	Nov. 23, 1965	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Preston J. Moore.....	Oklahoma City, Okla.....	Nov. 24, 1965	Do.
Paul D. Hanlon.....	Portland, Oreg.....	Dec. 3, 1965	Continental Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Ronald W. Haughton.....	Grosse Pointe Farms, Mich.....	Dec. 16, 1965	Airlift International, Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.
Louis Robert Funston, Jr.....	Tulsa, Okla.....	.....do.....	North Central Airlines, Inc. and Air Lines Employee Association.
Ronald W. Haughton.....	Grosse Pointe Farms, Mich.....	Jan. 5, 1966	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Robert J. Ables.....	Falls Church, Va.....	.....do.....	Do.
Saul Wallen.....	Boston, Mass.....	.....do.....	Do.
Thomas J. Kenan.....	Oklahoma City, Okla.....	.....do.....	Trans Texas Airways, Inc. and Air Line Employees Association.
Leo C. Brown.....	Saint Louis, Mo.....	Jan. 19, 1966	Ozark Airlines, Inc. and Air Line Pilots Association.
Walter G. Seinsheimer.....	Cincinnati, Ohio.....	Jan. 21, 1966	Do.
Ronald W. Haughton.....	Grosse Pointe Farms, Mich.....	Jan. 20, 1966	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Thomas J. Kenan.....	Oklahoma City, Okla.....	Jan. 21, 1966	National Airlines, Inc. and Air Line Employees Association.
Nicholas H. Zumas.....	Washington, D.C.....	Feb. 8, 1966	National Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Russell A. Smith.....	Ann Arbor, Mich.....	Feb. 14, 1966	Do.
Ronald W. Haughton.....	Grosse Pointe Farms, Mich.....	Mar. 9, 1966	Do.
Hugo L. Black, Jr.....	Miami, Fla.....	.....do.....	Airlift International, Inc. and Air Line Employees Association.
James C. Vadakin.....	Coral Gables, Fla.....	.....do.....	Do.
David M. Helfeld.....	Piedras, P.R.....	Mar. 10, 1966	Caribbean Atlantic Airlines and Brotherhood of Railway & Steamship Clerks, Freight Handler Express & Station Employees.
Paul N. Guthrie.....	Chapel Hill, N.C.....	Mar. 22, 1966	National Airlines, Inc. and Air Line Employees Association.
Thomas J. Kenan.....	Oklahoma City, Okla.....	.....do.....	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Arthur Stark.....	New York, N.Y.....	Mar. 23, 1966	Pan American World Airways, Inc. and Transport Workers Union of America.
John R. McCandless.....	Oklahoma City, Okla.....	Mar. 24, 1966	Frontier Airlines and Air Line Employees Association.
James C. Hill.....	Pelham, N.Y.....	Apr. 14, 1966	Pan American World Airways, Inc. and Transport Workers Union of America.
Burton B. Turkus.....	New York, N.Y.....	Apr. 15, 1966	Do.
David H. Brown.....	Sherman, Tex.....	Apr. 26, 1966	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
John C. Harrington.....	Oklahoma City, Okla.....	.....do.....	Do.
David H. Stowe.....	Washington, D.C.....	.....do.....	Do.
Laurence E. Seibel.....	.....do.....	.....do.....	Do.
John J. McGovern.....	.....do.....	May 4, 1966	National Airlines, Inc. and Air Line Pilots Association.
David H. Stowe.....	.....do.....	May 5, 1966	Do.
Hugo L. Black, Jr.....	Miami, Fla.....	May 16, 1966	Airlift International, Inc. and Air Line Employees Association.
Walter Seinsheimer.....	Cincinnati, Ohio.....	.....do.....	Capitol Airways, Inc. and Air Line Pilots Association.
A. C. Russell.....	Louisville, Ky.....	.....do.....	Do.
Thomas Q. Gilson.....	Honolulu, Hawaii.....	.....do.....	Aloha Airlines, Inc. and Air Line Pilots Association.

J. Fred Holly	Knoxville, Tenn.	May 17, 1966	Capitol Airways, Inc. and Air Line Pilots Association.
Paul N. Guthrie	Chapel Hill, N.C.	do	Do.
H. Raymond Cluster	Baltimore, Md.	do	Pennsylvania R.R. Co. and Transport Workers Union of America.
James C. Vadakin	Coral Gables, Fla.	May 18, 1966	Eastern Air Lines, Inc. and International Association of Machinists & Aerospace Workers.
Paul D. Hanlon	Portland, Oregon	May 18, 1966	West Coast Airlines, Inc. and Airline Employees Association.
A. Langley Coffey	Tulsa, Okla.	May 27, 1966	Bonanza Air Lines, Inc. and Air Line Pilots Association.
George S. Ives	Washington, D.C.	June 3, 1966	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
John J. McGovern	do	June 7, 1966	Do.
David H. Stowe	do	June 8, 1966	Do.
Nicholas H. Zumas	do	June 7, 1966	Do.
Lloyd H. Bailor	New York, N.Y.	do	Pan American World Airways, Inc. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Phillip Sheridan	Everett, Wash.	June 8, 1966	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Ronald H. Haughton	Grosse Pointe Farms, Mich.	June 9, 1966	Do.
Gene T. Ritter	Ardmore, Okla.	June 10, 1966	Do.
Martin I. Rose	New York, N.Y.	June 9, 1966	Pennsylvania R.R. Co. and Railroad Food Workers Union.
Burton B. Turkus	do	June 10, 1966	Trans World Airlines, Inc. and Air Line Employees Association.
N. Martin Stringer	Oklahoma City, Okla.	June 13, 1966	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Don Hamilton	do	June 20, 1966	Do.
Nicholas H. Zumas	Washington, D.C.	June 24, 1966	Air France, Inc. and International Association of Machinists & Aerospace Workers.
John F. Sembower	Chicago, Ill.	June 27, 1966	Chicago Helicopter Airways, Inc. and Transport Workers Union of America.
Emanuel Stein	New York, N.Y.	June 28, 1966	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Willmont Sweeney	Oakland, Calif.	June 30, 1966	Aloha Airlines and Air Line Pilots Association.

Arbitrators appointed pursuant to Union Shop Agreements, fiscal year 1966

Name	Residence	Date of appointment	Carrier	Organization	Individuals involved
Harold M. Gilden.....	Chicago, Ill.....	Jan. 4, 1966	Atchison, Topeka & Santa Fe Ry. Co.....	Brotherhood of Railroad Trainmen.....	Daniel Capraru.
H. Raymond Cluster....	Baltimore, Md.....	June 27, 1966	Pennsylvania RR. Co.....	Brotherhood of Maintenance of Way Employees.	Edward Williams.

Arbitrators appointed—Arbitration boards, fiscal year 1966

RAILROADS

Name	Residence	Date of appointment	Arbitration and Case No.	Parties
Samuel Dickey.....	Springfield, Mo.	July 29, 1965	Arbitration 288.....	St. Louis-San Francisco Ry. Co. and Brotherhood of Railroad Trainmen.
Merton C. Bernstein.....	Columbus, Ohio.....	.....do.....	Arbitration 289.....	Erie-Lackawanna RR. Co. and Brotherhood of Railway & Steamship Clerks.
Paul D. Hanlon.....	Portland, Oreg.....	Sept. 27, 1965	Arbitration 290, Case A-6996.	Cincinnati, New Orleans & Texas Pacific Ry. Co. and Brotherhood of Locomotive Engineers.
Donald F. McMahon.....	Oklahoma City, Okla....	Oct. 8, 1965	Arbitration 291, Case A-7437.	Missouri Pacific RR. Co., Missouri-Illinois RR. Co., Union Ry. Co. and American Railway Supervisors Association.
Byron Abernethy.....	Lubbock, Tex.....	Jan. 5, 1966	Arbitration 292, Case A-7432.	Clinchfield RR. Co. and Order of Railroad Conductors & Brakemen, Brotherhood of Railroad Trainmen.

APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-66

Status of cases	32-year period 1935-66	Fiscal year 1966	Fiscal year 1965	Fiscal year 1964	5-year period 1960-64 (average)	5-year period 1955-59 (average)	5-year period 1950-54 (average)	5-year period 1945-49 (average)	5-year period 1940-44 (average)	5-year period 1935-39 (average)
All types of cases										
Cases pending and unsettled at beginning of period.....	96	336	281	286	248	202	136	172	126	151
New cases docketed.....	11,890	560	359	306	302	413	415	463	381	219
Total cases on hand and received.....	11,986	896	640	592	550	615	551	635	507	370
Cases disposed of.....	11,441	351	304	311	289	401	403	496	347	220
Cases pending and unsettled at end of period.....	545	545	336	281	261	214	148	139	160	150
Representation cases										
Cases pending and unsettled at beginning of period.....	24	42	13	13	17	22	34	50	34	43
New cases docketed.....	3,833	84	95	54	62	100	136	176	149	108
Total cases on hand and received.....	3,857	126	108	67	79	122	170	226	183	151
Cases disposed of.....	3,841	110	66	54	62	102	137	186	139	107
Cases pending and unsettled at end of period.....	16	16	42	13	17	20	33	40	44	44
Mediation cases										
Cases pending and unsettled at beginning of period.....	72	290	265	271	228	173	102	122	91	108
New cases docketed.....	7,946	472	261	246	235	304	276	286	280	110
Total cases on hand and received.....	8,018	762	526	517	463	477	378	408	321	218
Cases disposed of.....	7,492	236	236	252	221	290	264	309	206	112
Cases pending and unsettled at end of period.....	526	526	290	265	241	187	114	99	115	106
Interpretation cases										
Cases pending and unsettled at beginning of period.....	0	4	3	2	3	6	0	0	1	0
New cases docketed.....	113	4	3	6	5	9	3	1	2	1
Total cases on hand and received.....	113	8	6	8	8	15	3	1	3	1
Cases disposed of.....	110	5	2	5	5	8	2	1	2	0
Cases pending and unsettled at end of period.....	3	3	4	3	3	7	1	0	1	1

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1966

	Disposition by type of carrier						Rail-roads, total	Air-lines, total	Disposition by major issue involved					
	Railroads								New agreement		Rates of pay		Rules	
	Total all cases	Class I	Class II	Switching and terminal	Electric rail-roads	Miscellaneous carriers			Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line
Total.....	236	119	53	16	0	12	200	36			35	24	165	12
Mediation agreement.....	140	68	30	11	0	11	110	30			15	20	95	10
Arbitration agreement.....	2	2	0	0	0	0	2	0			1	0	1	0
Withdrawn after mediation.....	12	10	0	0	0	1	11	1			2	0	9	1
Withdrawn before mediation.....	12	12	0	0	0	0	12	0			2	0	10	0
Refusal to arbitrate by:														
Carrier.....	12	8	2	0	0	0	10	2			2	2	8	0
Employees.....	12	3	6	2	0	0	11	1			3	1	8	0
Both.....	5	3	1	1	0	0	5	0			1	0	4	0
Dismissal.....	41	23	14	2	0	0	39	2			9	1	30	1

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year, 1966

	Total all cases	Railroads				Airlines			
		Number cases	Number craft or class	Number employees involved	Number employees participating	Number cases	Number craft or class	Number employees involved	Number employees participating
Total.....		68	79	50,272	39,418	42	50	15,473	2,622
Disposition:									
Certification based on election.....	75	49	59	42,530	34,855	26	34	3,144	2,486
Certification based on authorizations.....	12	9	10	7,277	4,469	3	3	49	37
Withdrawn after investigation.....	6	2	2	51	0	4	4	1,749	0
Withdrawn before investigation.....	3	2	2	211	0	1	1	20	0
Dismissal.....	14	6	6	203	94	8	8	10,511	99
Total all cases.....	110			65,745	42,040				

TABLE 4.—Number of cases disposed of by major groups of employees fiscal year 1966

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	351	110	236	5
Railroad, total.....	272	68	200	4
Combined groups, railroad.....	17	7	10	0
Train, engine and yard service.....	138	24	111	3
Mechanical foremen.....	3	2	1	0
Maintenance of equipment.....	20	1	19	0
Clerical, office, station, and storehouse.....	25	10	14	1
Yardmasters.....	6	5	1	0
Maintenance-of-way and signal.....	8	3	5	0
Subordinate officials in maintenance-of-way.....	3	3	0	0
Agents, telegraphers, and towerman.....	23	2	21	0
Train dispatchers.....	3	3	0	0
Technical engineers, architects, draftsman, etc.....	0	0	0	0
Dining-car employees, train and pullman porters.....	11	3	8	0
Patrolmen and special officers.....	2	1	1	0
Marine service.....	2	1	1	0
Miscellaneous railroad.....	11	3	8	0
Airline, total.....	79	42	36	1
Combined airline.....	13	8	5	0
Mechanics.....	15	9	6	0
Radio and teletype operators.....	6	6	0	0
Clerical, office, stores, fleet and passenger service.....	7	6	1	0
Stewards, stewardesses, and flight pursers.....	4	2	2	0
Pilots.....	10	2	7	1
Dispatchers.....	5	0	5	0
Mechanical foremen.....	1	1	0	0
Meteorologists.....	1	0	1	0
Flight engineers.....	4	0	4	0
Miscellaneous airline.....	13	8	5	0

TABLE 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1966

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	110	130	65,745	100
Railroad, total.....	68	79	50,272	76
Train service.....	10	10	2,406	4
Engine service.....	12	12	775	1
Yard service.....	2	2	546	1
Mechanical foremen.....	2	2	218	(¹)
Maintenance of equipment.....	1	1	1,059	2
Clerical, office, station, and storehouse.....	10	10	38,896	59
Yardmasters.....	5	5	736	1
Maintenance of way and signal.....	3	3	3,131	5
Subordinate officials, maintenance of way.....	3	3	211	(¹)
Agents, telegraphers, and towerman.....	2	2	209	(¹)
Dispatchers.....	3	3	24	(¹)
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Dining car employees, train and pullman porters.....	3	3	1,022	2
Patrolmen and special officers.....	1	1	4	(¹)
Marine service.....	1	1	20	(¹)
Combined groups, railroad.....	7	18	936	1
Miscellaneous railroad.....	3	3	79	(¹)
Airline, total.....	42	51	15,473	24
Mechanics.....	9	9	10,867	17
Flight navigators.....	1	1	34	(¹)
Clerical, office, stores, fleet and passenger service.....	7	7	1,845	3
Stewards, stewardesses, and pursers.....	2	2	69	(¹)
Stocks and stores.....	2	2	69	(¹)
Pilots.....	2	2	31	(¹)
Flight engineers.....	0	0	0	—
Combined groups, airline.....	8	17	1,269	2
Dispatchers.....	0	0	0	0
Commissary.....	0	0	0	0
Radio operators and teletype.....	5	5	538	1
Miscellaneous airline.....	6	6	751	1

¹ Less than 1 percent.

TABLE 6.—Number of crafts or classes certified and employees involved in representation cases by types of results, fiscal year 1966

	Certifications issued to—						Total	
	National organizations			Local unions			Craft or class	Number of employees involved
	Craft or class	Employees involved		Craft or class	Employees involved			
		Number	Per cent		Number	Per cent		
RAILROADS								
Representation acquired:								
Elections.....	16	358	(1)	0	0	-----	16	358
Proved authorizations.....	5	40	(1)	0	0	-----	5	40
Representation changed:								
Elections.....	18	1,275	2	5	180	51	23	1,455
Proved authorizations.....	0	0	-----	1	22	6	1	22
Representation unchanged:								
Elections.....	20	40,715	78	0	0	-----	20	40,715
Proved authorizations.....	4	7,237	14	-----	-----	-----	4	7,237
Total railroads.....	63	49,625	94	6	202	57	69	49,827
AIRLINES								
Representation acquired:								
Elections.....	20	1,676	4	0	0	-----	20	1,676
Proved authorizations.....	3	49	(1)	0	0	-----	3	49
Representation changed:								
Elections.....	10	1,144	2	2	149	43	12	1,293
Proved authorizations.....	0	0	-----	0	0	-----	0	0
Representation unchanged:								
Elections.....	1	175	(1)	0	0	-----	1	175
Total airlines.....	34	3,044	6	2	149	43	36	3,193
Total combined railroad and airline.....	97	52,669	100	8	351	100	105	53,020

¹ Less than 1 percent.

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

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1965, to June 30, 1966*

Case No.	Carrier	Union	Craft or class	Number of employees	Date began	Date ended	Days duration	Issues	Disposition
A-6774.....	Ahnapee & Western R.R.	BLE, BLFE & BRT.	Operating.....	5	Oct. 9, 1965	Oct. 19, 1965..	11	Rules.....	Mediation agreement.
A-7339.....	Birmingham Southern R.R.	US of A.....	Diesel shop employees.	15	Nov. 12, 1965	Nov. 22, 1965..	11	Wages and other benefits.	Do.
	Pennsylvania, Central of Georgia, Illinois Central, Grand Trunk, Boston Maine, Missouri Pacific, Union Pacific, and Seaboard Airline R.Rs.	BLFE.....	Firemen.....	106, 700	Mar. 31, 1966	Apr. 4, 1966..	5	Effect of arbitration award 282.	Injunction.
A-7635.....	Frankfort & Cincinnati R.R.	BLFE & BRT..	do.....	4	May 9, 1966	Unsettled.....		Rules.....	Parties refused to arbitrate.
E-308.....	San Francisco & Oakland Helicopter.	TWU.....	Mechanics and related.	23	Aug. 20, 1965	Aug. 28, 1965..	9	Conference declined and dismissal grievance.	National Mediation Board secured an arbitration agreement.

TABLE 8.—Number of labor agreements on file with the National Mediation Board according to type of labor organization and class of carrier, fiscal years 1935-66

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
1966-----	5,235	3,134	776	770	164	14	87	290
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	769	763	164	14	86	277
1955-----	5,180	3,116	763	763	163	14	86	275
1950-----	5,092	3,094	752	749	159	13	84	241
1945-----	4,665	2,913	735	705	150	8	56	98
1940-----	4,193	2,708	684	603	108	8	38	44
1935-----	3,021	2,335	347	334		6		
National organizations:								
1966-----	5,139	3,077	772	752	160	14	86	278
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	86	268
1956-----	5,096	3,062	765	745	160	14	85	265
1955-----	5,086	3,061	759	745	159	14	85	263
1950-----	4,999	3,040	748	731	155	13	83	229
1945-----	4,585	2,865	732	687	146	8	56	91
1940-----	4,128	2,668	681	588	106	8	38	39
1935-----	2,940	2,254	347	334		6		
Other organizations:								
1966-----	96	57	4	18	4		1	12
1965-----	95	56	4	18	4		1	12
1964-----	95	56	4	18	4		1	12
1963-----	95	56	4	18	4		1	12
1962-----	94	55	4	18	4		1	12
1961-----	94	55	4	18	4		1	12
1960-----	94	55	4	18	4		1	12
1959-----	94	55	4	18	4		1	12
1958-----	94	55	4	18	4		1	12
1957-----	94	55	4	18	4		1	12
1956-----	94	55	4	18	4		1	12
1955-----	94	55	4	18	4		1	12
1950-----	93	54	4	18	4		1	12
1945-----	80	48	3	18	4			7
1940-----	65	40	3	15	2			5
1935-----	81	81						

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-66 inclusive

ALL DIVISIONS

Cases	32-year period 1935-66	1966	1965	1964	1963	1962
Open and on hand at beginning of period.....		6,245	26,559	16,864	6,461	5,968
New cases docketed.....	65,041	1,554	1,571	1,731	1,901	1,873
Total number of cases on hand and docketed.....	65,041	7,799	8,130	8,595	8,362	7,841
Cases disposed of.....	58,949	1,709	1,885	2,035	1,552	1,380
Decided without referee.....	12,268	166	154	49	60	73
Decided with referee.....	25,984	1,140	1,172	1,346	1,184	924
Withdrawn.....	20,697	403	1,559	640	308	383
Open cases on hand close of period.....	6,090	6,090	6,245	6,560	6,810	6,461
Heard.....	580	580	702	784	1,166	1,679
Not heard.....	5,530	5,530	5,543	5,776	5,644	4,782

FIRST DIVISION

Open and on hand at beginning of period.....		4,056	4,062	13,847	3,238	2,928
New cases docketed.....	41,417	490	564	738	809	687
Total number of cases on hand and docketed.....	41,417	4,546	4,626	4,585	4,047	3,615
Cases disposed of.....	37,368	497	570	523	254	377
Decided without referee.....	10,389	158	141	37	31	42
Decided with referee.....	8,536	79	79	103	112	152
Withdrawn.....	16,343	260	350	383	111	183
Open cases on hand close of period.....	4,049	4,049	4,056	4,062	3,793	3,128
Heard.....	163	163	172	185	173	167
Not heard.....	3,886	3,886	3,884	3,877	3,620	3,071

SECOND DIVISION

Open and on hand at beginning of period.....		268	270	355	379	288
New cases docketed.....	5,219	238	205	198	217	287
Total number of cases on hand and docketed.....	5,219	524	475	553	596	575
Cases disposed of.....	4,882	187	189	283	241	196
Decided without referee.....	690	0	2	1	5	13
Decided with referee.....	3,317	156	182	267	213	165
Withdrawn.....	875	31	5	15	23	18
Open cases on hand close of period.....	337	337	286	270	355	379
Heard.....	90	90	114	55	41	80
Not heard.....	247	247	172	215	314	299

THIRD DIVISION

Open and on hand at beginning of period.....		1,871	22,196	2,598	2,731	2,646
New cases docketed.....	16,241	719	693	715	779	773
Total number of cases on hand and docketed.....	16,241	2,590	2,889	3,313	3,510	3,419
Cases disposed of.....	15,574	925	1,017	1,116	912	688
Decided without referee.....	884	4	19	4	18	10
Decided with referee.....	10,769	837	832	893	768	534
Withdrawn.....	2,921	84	176	219	126	144
Open cases on hand close of period.....	1,665	1,665	1,871	2,197	2,598	2,731
Heard.....	275	275	399	520	904	1,340
Not heard.....	1,390	1,390	1,472	1,677	1,694	1,391

See footnotes at end of table.

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-66 inclusive—Continued

FOURTH DIVISION

Cases	32 year period, 1935-66	1966	1965	1964	1963	1962
Open and on hand at beginning of period.....	-----	32	31	64	113	106
New cases docketed.....	2, 164	107	109	80	96	126
Total number of cases on hand and docketed.....	2, 164	139	140	144	209	232
Cases disposed of.....	2, 125	100	108	113	145	119
Decided without referee.....	305	4	1	7	6	8
Decided with referee.....	1, 362	68	79	83	91	73
Withdrawn.....	458	28	28	23	48	38
Open cases on hand close of period.....	39	39	32	31	64	113
Heard.....	32	32	17	24	48	92
Not heard.....	7	7	15	7	16	21

¹ Adjusted to correct error of 54 First Division cases previously reported as withdrawn.

² Adjusted to reflect closing one case in previous fiscal year.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1966

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage-men	Yard-foremen, helpers and switch-tenders	Yard-masters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatchers
Akron, Canton & Youngstown Ry.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA.
Ann Arbor RR.	BLF&E	BLF&E	BRT	BRT	BRT	ARSA	BRC	BMW	TCEU	ATDA.
Atchison, Topeka & Sante Fe Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Gulf, Colorado & Sante Fe Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#).
Panhandle & Sante Fe Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#).
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.
Bessemer & Lake Erie RR.	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	TCEU	X.
Boston & Maine RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Central of Georgia Ry.	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	TCEU	ATDA.
Central RR. of New Jersey	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA.
Central Vermont Ry.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA.
Chesapeake & Ohio Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA.
Chicago & Eastern Illinois RR.	BLE	BLF&E	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.
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	X	(#).
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.
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	LU.
Erie Lackawanna RR.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Florida East Coast Ry.	BLE	IA&E	ORCB	BRT	BRT	LU	BRC	BMW	TCEU	LU.
Fort Worth & Denver Ry.	BLE	BLF&E	BRT	BRT	SUNA	RYA	BRC	BMW	TCEU	ATDA.

Georgia & Florida RR.	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	TCEU	ATDA
Georgia RR., Lessee org.	BLE	BLE	ORCB	BRT	BRT	X	BRC	BMW	TCEU	ATDA
Grand Trunk Western RR.	BLE	BLF&E	ORCB	ORCB	BRT	RYA	BRC	BMW	TCEU	ATDA
Great Northern Ry.	BLE	BLF&E	ORCB	ORCB	SUNA	RYA	BRC	BMW	TCEU	ATDA
Green Bay & Western RR.	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	TCEU	(*)
Gulf, Mobile & Ohio RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Illinois Central RR.	BLE	BLF&E	ORCB	BRT	BRT	SA	BRC	BMW	TCEU	SA
Illinois Terminal RR.	BLF&E	BLF&E	BRT	BRT	BRT	BRC	BRC	BMW	TCEU	ATDA
Kansas City Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Kansas, Oklahoma & Gulf Ry.	BLF&E	BLF&E	ORCB	BRT	BRT	(*)	BRC	BMW	TCEU	(*)
Lake Superior & Ishpeming RR.	BLE	BLF&E	BRT	BRT	BRT	X	BRC	BMW	X	X
Lehigh & Hudson River Ry.	BLF&E	BLF&E	BRT	BRT	BRT	(*)	BRC	BMW	TCEU	ATDA
Lehigh & New England RR.	BLF&E	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	BRC	ATDA
Lehigh Valley RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	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	ATDA
		LU								
Louisville & Nashville RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Maine Central RR.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA
Midland Valley RR.	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA
Mississippi Central RR.	BLE	BLE	BRT	BRT	BRT	(#)	X	BMW	TCEU	ORT
Missouri-Kansas-Texas RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Missouri-Kansas-Texas RR. of Texas.	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)
Missouri Pacific RR.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
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
Montour RR.	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	(*)	(*)
Nevada Northern Ry.	BLE	BLE	BRT	BRT	(*)	(*)	X	MMS	X	ATDA
New York Central RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA
Ohio Central Lines.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	(#)	(#)	(#)	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA
Michigan Central RR.	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ORT
Boston & Albany RR.	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	BRT	BRC	BMW	TCEU	ATDA
New York, Susquehanna & Western RR.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA
Norfolk & Western Ry.	BLE	BLF&E	ORCB	BRT	BRT	X	BRC	BMW	TCEU	ORT
Norfolk Southern Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Northern Pacific Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Northwestern Pacific RR.	BLE	BLF&E	ORCB	BRT	ORCB-BRT	(*)	BRC	BMW	TCEU	ATDA
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	(*)	(*)	X	BMW	(*)	ATDA
Pittsburgh & West Virginia Ry.	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Reading Co.	BLE	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA
Richmond, Fredericksburg & Potomac RR.	BLE	BLE	ORCB	ORCB	BRT	RYNA	BRC	BMW	TCEU	X
St. Louis-San Francisco Ry.	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1966—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen and baggage- men	Yard- foremen, helpers and switch- tenders	Yard- masters	Clerical office, station, storehouse	Mainte- nance-of- way em- ployees	Tele- graphers	Dispatchers
St. Louis Southwestern Ry.....	BLE	BLF&E	BRT	BRT	BRT	BRT	BRC	BMW	TCEU	ATDA
San Diego & Arizona Eastern Ry.....	BLE	BLE	ORCB	ORCB	BRT	(*)	BRC	BMW	TCEU	(*)
Seaboard Air Line RR.....	BLE	BLF&E	ORCB	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA
Soo Line RR. Co.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Southern Pacific Co. (Pacific Lines).....	BLE	BLF&E	ORCB	BRT	SUNA	RYNA	BRC	BMW	TCEU	ATDA
Southern Pacific Co. (Texas and Louisiana Lines).....	BLE	BLF&E	BRT	BRT	BRT	RYNA	BRC	BMW	TCEU	ATDA
Southern Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Georgia, Southern Florida Ry.....	BLF&E	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Cincinnati, New Orleans & Texas Pacific Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	TCEU	(#)
New Orleans & Northeastern RR.....	BLE	BLF&E	ORCB	BRT	SUNA	RYA	(#)	(#)	(#)	(#)
Alabama Great Southern Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	(#)	(#)	(#)	(#)
Spokane International RR.....	BLF&E	BLF&E	ORCB	ORCB	SUNA	RYA	BRC	BMW	TCEU	LU
Spokane, Portland & Seattle Ry.....	BLE	BLF&E	ORCB	ORCB	BRT	RYA	BRC	BMW	TCEU	ATDA
Staten Island Rapid Transit Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Tennessee Central Ry.....	BLE	BLF&E	ORCB	ORCB	BRT	BRT	BRC	BMW	TCEU	ATDA
Texas & Pacific Ry.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Texas Mexican Ry.....	BLE	BLF&E	BRT	BRT	BRT	(*)	BRC	BMW	TCEU	(*)
Toledo, Peoria & Western RR.....	BLF&E	BLF&E	BRT	BRT	BRT	(*)	BRC	BMW	TCEU	(*)
Union Pacific RR.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	(*)	ATDA
Utah Ry.....	BLE	BLF&E	ORCB	ORCB	BRT	(*)	X	BMW	TCEU	ATDA
Wabash RR.....	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Western Maryland Ry.....	BLF&E	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Western Pacific RR.....	BLE	BLF&E	ORCB	BRT	SUNA	RYA	BRC	BMW	TCEU	ATDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1966—Continued

Railroad	Machinists	Boiler- makers, black- smiths	Sheet metal workers	Electrical workers	Carmen, coach cleaners	Power house employees, shop laborers	Signalmen	Mechanical foremen, supervisors	Dining-car stewards	Dining-car cooks and waiters
Akron, Canton & Youngstown Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Ann Arbor RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Atchison, Topeka & Santa Fe Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Gulf, Colorado & Santa Fe Ry	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Panhandle & Santa Fe Ry	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Atlanta & West Point RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Atlantic Coast Line RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Baltimore & Ohio RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	BRT	UTSE.
Bangor & Aroostook RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	HRE.
Bessemer & Lake Erie RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Boston & Maine RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	SA	UTSE.
Central of Georgia Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	UTSE.
Central RR. of New Jersey	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	(*)	(*)
Central Vermont Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chesapeake & Ohio Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
									HRE.	
Chicago & Eastern Illinois RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Chicago & Illinois Midland Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chicago & North Western Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ORCB	HRE.
Chicago, Burlington & Quincy RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	BSCP.
Chicago Great Western Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chicago, Milwaukee, St. Paul & Pacific RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(#)	BRT	HRE.
Chicago, Rock Island & Pacific Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Clinchfield RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	ORCB.
Colorado & Southern Ry	IAM	BB	SMWIA	IBEW	BRCA	BMW	BRS	ARSA	BRT	BSCP.
Colorado & Wyoming Ry	IAM	BB	SMWIA	(*)	BRCA	IBFO	(*)		(*)	(*)
Delaware & Hudson RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Denver & Rio Grande Western RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	SA.
Detroit & Toledo Shore Line RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Detroit, Toledo & Ironton RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Duluth, Missabe & Iron Range Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW		(*)	(*)
Duluth, Winnepeg & Pacific Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Elgin, Joliet & Eastern Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Erie-Lackawanna RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	HRE.
Florida East Coast Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	X.
Fort Worth & Denver Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	X	BRT	BSCP.
Georgia & Florida RR	IAM	BB	SMWIA	X	BRCA	X	(*)		(*)	(*)
Georgia RR, Lessee org.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1966—Continued

Railroad	Machinists	Boiler- makers, black- smiths	Sheet metal workers	Electrical workers	Carmen, coach cleaners	Power house employees, shop laborers	Signalmen	Mechanical foremen, supervisors	Dining-car stewards	Dining-car cooks and waiters
Grand Trunk Western RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Great Northern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS.	ARSA (#)	BRT	HRE- ORCB.
Green Bay & Western RR	IAM	BB	SMWIA	X	BRCA	BMW	BRS	(*)	(*)	(*)
Gulf Mobile & Ohio RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	LU	HRE.
Illinois Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Illinois Terminal RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	ARSA	(*)	(*)
Kansas City Southern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	X	HRE.
Kansas, Oklahoma & Gulf Ry.	X	(*)	(*)	(*)	BRCA	IBFO	(*)	(*)	(*)	(*)
Lake Superior & Ishpeming	SA	SA	SA	X	SA	IBFO	X	(*)	(*)	(*)
Lehigh & Hudson River Ry.	IAM	BB	X	X	BRCA	IBFO	BRS	(*)	(*)	(*)
Lehigh & New England RR	IAM	BB	SMWIA	IBEW	BRCA	X	X	(*)	(*)	(*)
Lehigh Valley RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	BRT	HRE.
Long Island Railroad	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Louisiana & Arkansas Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	(*)	(*)
Louisville & Nashville RR	IAM	BB/ URRWA.	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Maine Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Midland Valley RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	(*)	(*)	(*)
Mississippi Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)	(*)	(*)	(*)
Missouri-Kansas-Texas RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Missouri-Kansas-Texas RR. of Texas	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)
Missouri Pacific RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Monon RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Monongahela Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Montour RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	X	(*)	(*)	(*)
Nevada Northern Ry.	X	SA	SA	X	MMS	SA	X	(*)	(*)	(*)
New York Central RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ARSA	HRE.
Ohio Central Lines	(#)	(#)	(#)	(#)	(#)	(#)	BRS	ARSA	ARSA	(#)
Cleveland, Cincinnati, Chicago & St. Louis Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ARSA	(#)
Michigan Central RR	(#)	(#)	(#)	(#)	(#)	IBFO	BRS	ARSA	ARSA	(#)
Boston & Albany RR	(#)	(#)	(#)	(#)	(#)	IBFO	BRS	ARSA	ARSA	(#)
New York, Chicago & St. Louis RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	HRE.
New York, New Haven & Hartford	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
New York, Susquehanna & Western RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Norfolk & Western Ry.	IAM	BB	SMWIA	IBEW	BRCA	IRFO	BRS		BRT	HRE.
Norfolk Southern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)

See footnotes at end of table.

Northern Pacific Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(#)	BRT	ORCB-HRE.
Northwestern Pacific RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(#)	LU	(*)	(*)
Pennsylvania RR.	IAM	URRWA/BB	SMWIA	URRWA	URRWA	URRWA	BRS	SA	BRT	RRFWU.
Pennsylvania Reading Seashore Ln.	IAM	(*)	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Pittsburgh & Lake Erie RR.	IAM	BB	SMWIA	IBEW	URRWA	IBFO	UMW	ARSA	(*)	(*)
Pittsburgh & Shawmut RR.	URRWA	URRWA	(*)	URRWA	URRWA	URRWA	(*)		(*)	(*)
Pittsburgh & West Virginia Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Reading Co.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	BRT	HRE.
Richmond, Fredericksburg & Potomac RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
St. Louis-San Francisco Ry.	IAM	BB/IBEW	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	BRT	HRE.
St. Louis Southwestern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		X	(#)
San Diego & Arizona Eastern Ry.	IAM	BB	SMWIA	IBEW	BRCA	X	(*)		BRT	HRE.
Seaboard Air Line RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Soo Line RR. Co.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	X	HRE.
Southern Pacific Co. (Pacific Lines).	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Southern Pacific Co. (Texas and Louisiana Lines).	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Southern Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	UTSE.
Georgia, Southern & Florida.	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
Cincinnati, New Orleans & Texas Pacific Ry.	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
New Orleans & Northeastern RR.	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
Alabama Great Southern Ry.	(#)	(#)	(#)	(#)	(#)	(#)	(#)	ARSA	(*)	(*)
Spokane International RR.	IAM	BB	(*)	(*)	BRCA	IBFO	(*)		(*)	(*)
Spokane Portland & Seattle Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	SA	BRT	HRE.
Staten Island Rapid Transit Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Tennessee Central Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)	RED	(*)	(*)
Texas & Pacific Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(#)	BRT	HRE.
Texas Mexican Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(*)		(*)	(*)
Toledo, Peoria & Western RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Union Pacific RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
Utah Ry.	SA	SA	(*)	SA	SA	X	(*)		(*)	(*)
Wabash RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Western Maryland Ry.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Western Pacific RR.	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.

Included in System Agreement.

* Carriers report no employees in this craft or class.

X Employees in this craft or class but not covered by agreement.

TABLE 10.—Employee representation on selected air carriers as of June 30, 1966—Continued

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Stewardesses and pursers	Radio and teletype operators	Mechanics	Clerical, office, stores, fleet and passenger service	Stock and stores
Allegheny Airlines, Inc.	ALPA			LU	ALPA		IAM		IAM
American Airlines, Inc.	APA	FEIA		ALDA	TWU	TWU	TWU	TWU ¹	TWU
Bonanza Airlines	ALPA			ALDA	ALPA		IBT	OPEIU	IBT
Branniff Airways, Inc.	ALPA			ALDA	ALPA	CWA	IAM	BRC	(?)
Central Airlines	ALPA			ALDA	ALPA		IAM	ALEA	IAM
Continental Airlines, Inc.	ALPA	(?)		ALDA	ALPA		IAM	IAM ¹	IAM
Delta Air Lines, Inc.	ALPA			ALDA					
Eastern Air Lines, Inc.	ALPA	ALPA		ALDA	TWU	CWA	IAM	IAM ¹	IAM
Flying Tiger Lines, Inc.	ALPA	FEIA	TWU	ALDA	IBT		IAM	IAM ¹	IAM
Frontier Airlines	ALPA			ALDA	ALPA		IAM	ALEA	(?)
Los Angeles Airways	ALPA			ALDA	ALPA				
Mohawk Airlines, Inc.	ALPA			ALDA	ALPA		IAM		IAM
National Airlines, Inc.	ALPA	FEIA		ALDA	ALPA	CWA	IAM	ALEA	IAM ¹
North Central Airlines, Inc.	ALPA			ALDA	ALPA		IAM	ALEA	IAM
Northeast Airlines, Inc.	ALPA	IAM		ALDA	TWU	TWU	IAM	TWU	(?)
Northwest Airlines, Inc.	ALPA	IAM	TWU	ALDA	TWU	LU	IAM	BRC	IAM
Ozark Air Lines	ALPA			ALDA	ALPA		AMFA	IAM	IBT
Pacific Air Lines, Inc.	ALPA	ALPA		ALDA	TWU		IAM	ALEA	IAM
Pan American World Airways, Inc.	ALPA	FEIA		ALDA	TWU		TWU	BRC	IBT
Piedmont Aviation, Inc.	ALPA			ALDA	ALPA				
Riddle Airlines	ALPA		ALPA	(?)	ALPA		IBT	ALEA	IBT
Slick Airways, Inc.	ALPA	FEIA	TWU	ALPA	ALPA		IBT		IBT
Southern Airways, Inc.	ALPA			ALDA	ALSSA		ALEA		
Trans-Texas Airways	ALPA			ALDA	TWU		IAM	ALEA	IAM
Trans World Airlines, Inc.	ALPA	FEIA	TWU	TWU	TWU	ALEA	IAM	IAM ¹	IAM
United Air Lines, Inc.	(?)	(?)	TWU	ALDA	ALPA	CWA	IAM	IAM ¹	IAM
Western Airlines, Inc.	ALPA	(?)		ALDA	ALPA		IBT	BRC	IBT
West Coast Airlines	ALPA			ALDA	ALPA		IAM	ALEA ¹	IAM ¹

¹ Representing only a portion of the craft or class.² Included in C.O.S.F. & P.S.³ There is an agreement on file with the Board providing that Continental Airlines recognizes ALPA as the exclusive bargaining agent for all flight deck operating crew members.⁴ In case R-3463 it was found that all flight deck crew members on United Air Lines, Inc., in job classifications of pilot or captain, reserve pilot, copilot and second officer or flight engineer constitute one craft or class. Following an election ALPA was certified for this craft or class.⁵ There is an agreement on file with the Board providing that the Second Officers Association has relinquished representation in favor of ALPA.⁶ Employees represented by Monty Ward, an individual.

Railroad	Licensed deck em- ployees	Licensed engine- room em- ployees	Un- licensed deck em- ployees	Un- licensed engine- room em- ployees	Cap- tains, lighters, grain boats	Hoist- ing engi- neers	Float- watch- men, bridge- men, bridge operators	Cooks, chefs, waiters
Ann Arbor.....	GLLO	NMEB	SIUA	SIUA	-----	SIUA	-----	SIUA
Atchison, Topeka & Santa Fe.....	MMP	NMEB	IUP	IUP	-----	-----	-----	-----
Baltimore & Ohio.....	MMP	TWU	SIUA	TWU	ILA	IOE	MMP	-----
Central R.R. of New Jersey.....	MMP	NMEB	TWU	TWU	ILA	IOE	TWU	-----
Chesapeake & Ohio (P.M. Division).....	MMP	NMEB	SIUA	UMW	-----	-----	-----	-----
Chicago, Milwaukee, St. Paul & Pacific.....	MMP	NMEB	NMU	NMU	-----	IUP	-----	NMU
Erie-Lackawanna R.R. Co.....	MMP	NMEB	IUP	IUP	-----	-----	-----	IUP
Grand-Trunk Western.....	MMP	NMEB	SIUA	IBT	TWU- ILA	TWU	UMW	-----
Lehigh Valley.....	GLO	GLO	NMU	NMU	-----	-----	-----	-----
Long Island.....	TWU	NMEB	TWU	TWU	ILA	IOE	TWU	NMU
Missouri-Illinois.....	RMU	NMEB	RMU	RMU	-----	-----	TWU	-----
New York Central.....	MMP	NMEB	MMP	NMEB	-----	-----	-----	-----
New York, New Haven & Hartford.....	MMP	TWU	SIUA	TWU	ILA	-----	SIUA	-----
Norfolk Southern.....	MMP	NMEB	SIUA	TWU	ILA	-----	NMEB	-----
Pennsylvania.....	MMP	NMEB	NMU	NMU	-----	IOE	-----	HRE
Reading.....	MMP	TWU	IUP	IUP	NMU	-----	-----	NMU
Southern Pacific (Pac. Lines).....	MMP	NMEB	NMU	NMU	-----	-----	-----	IUP
Southern.....	MMP	NMEB	MMP	MMP	-----	-----	-----	-----
Staten Island Rapid Trans.....	MMP	NMEB	MMP	TWU	-----	-----	-----	-----
Wabash.....	GLLO	GLLO	UMW	UMW	-----	-----	-----	-----
Western Maryland.....	GLLO	GLLO	UMW	UMW	-----	-----	SIUA	-----
Western Pacific.....	MMP	NMEB	IUP	IUP	-----	-----	-----	-----

MARINE

BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
GLLO	Great Lakes Licensed Officers Organization
HRE	Hotel & Restaurant Employees & Bartenders International Union
IBL	International Brotherhood of Longshoremen
ILA	International Longshoremen's Association
IOE	International Union of Operating Engineers
IUP	Inlandboatmen's Union of the Pacific
MMP	International Organization of Masters, Mates and Pilots
NMEB	National Marine Engineers Beneficial Association
NMU	National Maritime Union of America
RMU	Railroad Marine Union
SIUA	Seafarers International Union of North America
TWU	Transport Workers Union of America, Railroad Division
UMW	United Mine Workers of America, District 50

RAILROADS

ARSA	American Railway Supervisors Association
ATDA	American Train Dispatchers Association
BB	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
BLE	Brotherhood of Locomotive Engineers
BLF&E	Brotherhood of Locomotive Firemen and Enginemen
BMW	Brotherhood of Maintenance of Way Employees
BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
BRCA	Brotherhood of Railway Carmen of America
BRB	Brotherhood of Railroad Signalmen
BRT	Brotherhood of Railroad Trainmen
BSCP	Brotherhood of Sleeping-Car Porters
RRFWU	Railroad Food Workers Union—TWU-AFL-CIO
HRE	Hotel & Restaurant Employees & Bartenders International Union
IAM	International Association of Machinists
IARE	International Association of Railway Employees
IBEW	International Brotherhood of Electrical Workers
IBFO	International Brotherhood of Firemen and Oilers
LU	Local Union
MMS	International Union of Mine, Mill & Smelter Workers
ORCB	Order of Railway Conductors and Brakemen
RED	Railway Employees' Department, AFL-CIO
RYA	Railroad Yardmasters of America
RYNA	Railroad Yardmasters of North America
SA	System Association, Committee or Individual
SMWIA	Sheet Metal Workers International Association
SUNA	Switchmen's Union of North America
TCEU	Transportation-Communication Employees Union
URRWA	Transport Workers Union of America, Railroad Division
UMW	United Mine Workers of America, District 50
UTSE	United Transport Service Employees

AIRLINES

ALEA	Air Line Employees Association
ALDA	Air Line Dispatchers Association
ALPA	Air Line Pilots Association International
ALSSA	Air Line Stewards & Stewardesses Association, Int'l.
AMFA	Aircraft Mechanics Fraternal Association
APA	Allied Pilots Association
BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees
CWA	Communication Workers of America
FEIA	Flight Engineers International Association
IAM	International Association of Machinists & Aerospace Workers
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America
OPEIU	Office & Professional Employees International Union, AFL-CIO
TWU	Transport Workers Union of America, Airline Division

