Thirty-Third

ANNUAL REPORT OF THE

NATIONAL MEDIATION BOARD

INCLUDING

THE REPORT OF THE NATIONAL RAILROAD ADJUSTMENT BOARD

For the Fiscal Year Ended JUNE 30, 1967

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON : 1968

●

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402 - Price 35 cents (paper cover)

NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1967

HOWARD G. GAMSER, *Chairman*
FRANCIS A. O'NEILL, Jr., *Member*
LEVERETT EDWARDS, *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, 1967

To the Senate and House of Representatives of the United States of America in Congress assembled:

Pursuant to the provisions of section 4, second, of Public, No. 442, approved June 21, 1934, I have the honor to submit the Thirty-third Annual Report of the National Mediation Board for the fiscal year ended June 30, 1967, together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (v), of the same act.

HOWARD G. GAMSER, *Chairman.*

CONTENTS

APPENDIX A

APPENDIX B

APPENDIX C

LIST OF TABLES

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, 1967. 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, major efforts of the Board were devoted to disputes arising out of proposals for term revisions of collective bargaining contracts on trunkline air carriers covering airline mechanics and related personnel and disputes involving wage and rules change proposals of 16 Standard Railway Labor Organizations representing practically all of the operating and nonoperating employees of Class 1 Railroads and other important rail facilities.

As will be noted under Items of Special Interest in this chapter 1, these disputes, were settled within the framework of the Railway Labor Act and work-stoppages averted, except in two instances in which issues involving wage increases, adjustment of pay differentials between occupational classifications and other proposals designed

to increase earnings of employees, developed controversies which were not composed by the usual procedures of the Railway Labor Act, and work-stoppages occurred interrupting the services of certain rail and air carriers before disposition was made of these disputes.

Settlements of disputes on the major railroads of the country during and shortly after the close of the past fiscal year by National Agreements having industrywide application disposed of the 1966 general wage and rules movements of 16 Standard Railway Labor Organizations. These agreements provide varying "moratoriums" or term periods during which the parties have agreed to withhold serving new requests for changes in rates of pay. Moratoriums in the National Agreements of four of the 16 Standard Railway Labor Organizations extend to January 1, 1968. National Agreements of 6 other Standard Railway Labor Organizations have moratorium periods extending to July 1, 1968. All of these National Agreements provide that requests for changes in rates of pay may be served 4 months prior to (but not to be effective before) the expiration of the specified moratorium period.

The Determination of the Special Board affecting rates of pay applicable to the six Standard Railway Labor Organizations representing "Shopcraft Employees" provides that the wage increases as specified in the Determination shall be effective for the period January 1, 1967, through December 31, 1968, and that notices on basic wage rates may be served any time after September 1, 1968, and any change may be effective only on or after January 1, 1969.

In preparation for industrywide negotiations, new proposals of various railway labor organizations have been served on major railroads of the country during and shortly after the close of the fiscal year. These proposals relate to "employment security" or rules designed to protect work opportunities and cushion the impact of reduced earnings of employees affected by technological improvements, organizational and operational changes, job abolishments, etc. Others relate to improvement in Health and Welfare Plans and rules to provide new and improved allowances in the area of "fringe" benefits.

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 pecular problems encountered in this industry, special and separate legislation was enacted to avoid

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

interruptions to interstate commerce as a result of unsettled labor disputes.

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

The amended act of 1934 retained the procedures in the 1926 act for the handling of controversies between carriers and their employees growing out of proposals to make or change collective bargaining agreements concerning rates of pay, rules, or working conditions. The procedures outlined in the act for handling this type of dispute are: Conferences by the parties on the individual properties in an effort to settle the dispute, mediation by the National Mediation Board, voluntary arbitration, and, in special cases, Emergency Board procedure.

The National Railroad Adjustment Board was created in 1934 by section 3 of the amended act for the purpose of resolving disputes arising out of grievances or out of the interpretation or application of collective bargaining agreement 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 bargining 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

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

employees or any denial, as a condition of employment or otherwise, of the right of employees to join a labor organization; (3) to provide for the complete independence of carriers and of employees in the matter of self-organization; (4) to provide for the prompt and orderly settlement of all disputes concerning rates of pay, rules, or working conditions; (5) to provide for the prompt and orderly settlement of all disputes growing out of grievances or out of the interpretation or application of agreements covering rates of pay, rules, or working conditions.

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

Duties of the Board

In the administration of the act, two major duties are imposed on the National Mediation Board, viz:

(1) The mediation of disputes between carriers and the labor organizations representing their employees, relating to the making of new agreements or the changing of existing agreements, affecting rates of pay, rules, and working conditions, after the parties have been unsuccessful in their at-home bargaining efforts to compose their differences. These disputes are sometimes referred to as "major disputes." Disputes of this nature hold the greatest potential for interrupting commerce.

(2) The duty of ascertaining and certifying the representative of any craft or class of employees to the carriers after investigation through secret-ballot elections or other appropriate methods of employees' representation choice. This type of dispute is confined to controversies among employees over the choice of a collective bargaining agent. The carrier is not a party to such disputes. Under section 2, ninth, of the act the Board is given authority to make final determination of this type of dispute.

In addition to these major duties, the Board has other duties imposed by law among which are: The interpretation of agreements made under its mediatory auspices; the appointment of neutral referees when requested by the various divisions of the National Railroad Adjustment Board to make awards in cases that have reached deadlock; the appointment of neutrals when necessary in arbitrations held under the act; the appointment of neutrals when requested to sit with System and Special Boards of Adjustment; certain duties prescribed by the act in connection with the eligibility of labor organizations to participate in the selection of the membership of the National Railroad Adjustment Board, and also the duty of notifying the President of the United States when labor disputes which in the judgment of the Board threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of

essential transportation service. In such cases the President may in his discretion appoint an emergency board to investigate and report to him on the dispute.

Labor Disputes Under the Railway Labor Act

The Railway Labor Act provides procedures for the consideration and progression of labor disputes in a definite and orderly manner. Broadly speaking, these disputes fall into three general groups: (1) Representation Disputes, controversies arising among employees over the choice of a collective bargaining representative; (2) Major Disputes, controversies between carriers and employees arising out of proposals to make or revise collective bargaining agreements; and (3) Minor Disputes, controversies between carriers and employees over the interpretation or application of existing agreements.

Representation Disputes

Experience during the period 1926 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 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 33 years the National Mediation Board has been in existence, 171 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 lockouts 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 proisions 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."

In 1966, section 3 of the act was amended 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. Special boards of adjustment established under this amendment are 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.

The first annual report of the National Mediation Board for the fiscal year ending June 30, 1935, 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 to their own interest and the interest of the public of any other course than a peaceful solution of their problems.

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

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

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

Railroad Industrywide Bargaining

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

In the initiation of such movements, the Standard Railway Labor Organizations representing practically all railroad employees on the

major trunkline carriers and other important rail transportation facilities will serve proposals on the individual carriers throughout the country. These proposals also include a request that if the proposals are not settled on the individual property, the carrier join with other carriers receiving a like proposal, in authorizing a carriers' conference committee to represent it in handling the matter in negotiations at the national level.

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

When the parties are agreeable to negotiate on a national basis, three regional carriers' conference committees are usually established with authority to represent the principal carriers in the Eastern, Western, and Southeastern territories. Recently, the carriers established a National Railway Labor Conference on a permanent basis. The employees involved are represented by national conference committees established by the labor organizations.

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

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

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

The benefit of negotiations, national in scope, is that when settlement is effected, it establishes a "pattern" for the entire industry, extending generally to all of the major carriers of the country. Other important rail transportation facilities and smaller carriers which do not participate actively in the national negotiations will, as a rule, adopt the same or similar pattern. Thus, a single negotiating proceedings, if successful, disposes of problems which otherwise would

probably result in hundreds of serious disputes developing at the same time or closely following one another on the various railroads of the country.

Strikes

Table 7, appendix C, of this report indicates a tabulation of four work stoppages occurring in industries covered by the Railway Labor Act. All four reported stoppages 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:

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

On July 8, 1966, a strike of 43 days duration interrupted the services of the five above noted trunk air carriers, following rejection by the Organization of the report and recommendations of Emergency Board 166. The five carriers had agreed to joint negotiations on the proposals of the Organization and the counter proposals of the carriers. The main issues involved wages "fringe" benefits and certain rules changes common to all five carriers. Also involved were changes in "local work-rules." The dispute was finally settled on August 19, 1966, in further collective bargaining conferences between the parties.

A–7845—*Pacific Air Lines Inc., and the International Association of Machinists and Aerospace Workers, AFL–CIO*

A strike of 8 days duration occurred on this local service air carrier commencing November 6, 1966. The dispute issues involved proposals for changes in rates of pay, rules and working conditions. During further mediation conducted by the National Mediation Board, an agreement was entered into between the parties November 13, 1966, disposing of the dispute.

A–7798—*Mohawk Airlines and International Association of Machinists and Aerospace Workers, AFL–CIO*

A strike of 53 days duration occurred on this local service air carrier, commencing December 9, 1966. The dispute involved request of the employees represented by the above organization for revision of the pension provisions of the collective bargaining contract. After further mediation, conducted by the National Mediation Board, an agreement was entered into by the parties January 30, 1967, and the employees returned to work. Substantial service was maintained by the carrier during the period of strike by the utilization of supervisory personnel.

A–7884—*Airlift International, Inc., and Air Line Employees Association*

A strike of 25 days duration occurred on this cargo and charter air carrier commencing March 1, 1967, by clerical and related employees

represented by the above organization. The dispute involved issues relating to rates of pay, rules and working conditions. The National Mediation Board reentered the case and a mediation agreement was entered into on March 24, 1967, disposing of all issues in dispute.

THREATENED STRIKES

Section 10 of the Railway Labor Act provides that if, in the judgment of the National Mediation Board, a dispute not settled by the mediation and arbitration procedures of the act, threatens 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. 167 (E.O. 11291), issued July 27, 1966.	American Airlines, Inc., and Transport Workers Union of America, AFL–CIO.
No. 168 (E.O. 11308), issued Sept. 30, 1966.	Pan American World Airways and Transport Workers Union of America, AFL–CIO.
No. 169 (E.O. 11324), issued Jan. 28, 1967.	National Railway Labor Conference and the Eastern, Western & Southeastern Carriers' Conference Committees & Railway Employees' Department, AFL–CIO.
No. 170 (E.O. 11343), issued April 12, 1967.	Long Island Railroad, and Brotherhood of Railroad Trainmen, International Brotherhood of Elecrical Workers, and International Association of Machinists & Aerospace Workers, AFL–CIO.
No. 171 (E.O. 11356), issued May 30, 1967.	National Railway Labor Conference and Order of Railway Conductors & Brakemen.

The Reports to the President of four of the above noted Emergency Boards are summarized in chapter V of this report. On July 8, 1967, the members of Emergency Board No. 171, advised the President that during the course of its investigation, and mediation efforts, the parties reached agreement providing for settlement of all matters at issue. In one of the cases (Emergency Board No. 169) the dispute remained unsettled and received congressional consideration which resulted in the "Report and Determination" of a five-member special board, established pursuant to the provisions of P.L. 90–54. This Report and Determination is reproduced under Items of Special Interest in this chapter. The disputes for which Emergency Boards 167, 168, and 170 were created, were settled by further collective bargaining between the parties, after the reports of these Boards were issued.

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. Systems 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

Major Disputes—Airlines

During the past fiscal year, negotiations involving term revisions of collective bargaining contracts covering mechanics and related personnel on most of the major airlines of the country reached a climax and in one instance, resulted in a 43-day interruption to the services of five major air carriers: Eastern, National, Northwest, Trans-World and United Airlines.

These five air carriers had agreed to conduct joint negotiations on the proposals of the International Association of Machinists & Aerospace Workers, AFL–CIO, and counter proposals of the carriers for term revisions of their contracts covering airline mechanics and related personnel. Comprehended in the proposals were eight items covering requests for wage increases, improvement in "fringe" benefits and work-rules for uniform application on all five air carriers. In addition proposals were made for changes in numerous work-rules having local application on the individual carriers.

All the procedures of the Railway Labor Act, including investigation and report of Emergency Board No. 166, issued June 5, 1966, were exhausted without effecting a settlement of the dispute and the work-stoppage commenced July 8, 1966. While the dispute was under congressional consideration, the parties in further collective bargaining conferences reached an agreement on August 19, 1966, settling all issues in dispute and ending the strike.

Two other disputes involving major airlines were being progressed through the procedures of the act, while the above work-stoppage was in progress. These separate disputes related to proposals of the Trans-

port Workers Union of America, AFL–CIO, on American Airlines and Pan American World Airways for new terms agreements covering airline mechanics and related personnel, as well as other classifications of employees. Both of these disputes were settled without interruption to the service of these carriers. In the American Airlines dispute, the parties reached agreement for new term contracts following report of Emergency Board No. 167, issued July 27, 1966. The dispute involving Pan American World Airways was settled during further mediation conference conducted by the National Mediation Board, following issuance of report of Emergency Board No. 168 on October 30, 1966.

Major Disputes—Railroads

In the railroad industry, the 1966 wage and rules movements of 16 Standard Railway Labor Organizations, representing practically all of the operating and nonoperating employees of the major railroads of the country were disposed of during the fiscal year without interruption to the services of the carriers by a series of industrywide agreements reached either in direct negotiations or in mediation conferences conducted by the National Mediation Board.

In two instances, however, two separate disputes of this wage and rules movement were still unsettled at the close of the fiscal year and these also are covered in this report as they were in the process of handling at the close of the fiscal year and were disposed of shortly thereafter.

One of these disputes involved wage and rules change proposals of the Order of Railway Conductors and Brakemen and was being considered by Emergency Board No. 171, created by the President May 30, 1967. This Board reported to the President on July 8, 1967, that the parties had reached a settlement of the dispute during the course of its investigation and mediation, thus removing the threat of interruption to interstate commerce.

The other dispute involving requests of six Nonoperating Employee Organizations for wage increases, adjustment of wage differentials and improvement in "fringe" benefits for 137,000 shopworkers was under congressional consideration at the close of the fiscal year, because of a threat of a nationwide railroad strike set for April 13, 1967, following rejection by the Organizations of the recommendations of Emergency Board No. 169.

The period of statutory restraint provided in section 10 of the Railway Labor Act was extended by Public Law 90–10, approved April 12, 1967, for 20 days (or until May 3, 1967). During this period, the President appointed a three-member Special Mediation Panel which reported to the President April 22, 1967. The report to the President included a Mediation Proposal for disposition of the dispute, but this recommendation failed to effect a settlement.

Public Law 90–13, approved May 2, 1967, further extended the statutory restraint period for 47 days (or until June 19, 1967). On May 4, 1967, the President in a message to Congress recommended special legislation to resolve this dispute and the Organizations agreed to withhold unilateral action for a reasonable period of time. When it appeared that enactment of the legislation might be delayed, the

Organizations on July 11, 1967, withdrew their commitment to be effective July 15, 1967, and sporadic work-stoppages on certain major railroads of the country commenced July 16 and 17, 1967. Public Law 90–54 was approved July 17, 1967, and the work-stoppages were terminated.

This legislation provided a procedure for final disposition of this dispute by a five-member Special Board. This Special Board issued its Report and Determination September 15, 1967, for disposition of the dispute.

In brief, the Determination of the Special Board was as follows:

* * * If the parties do not themselves hereafter agree to terms which would modify or supersede this determination as of 12:01 ante meridian October 16, 1967, the following shall become effective:

(1) A general wage increase of 6 percent shall be granted all employees effective January 1, 1967, and one additional general wage increase of 5 percent to their then current rate shall be granted all employees effective July 1, 1968.

(2) Additional wage rate increases for jounrneymen and mechanics classifications, including stationary engineers but not stationary firemen, shall be granted as follows: April 1, 1967, 5 cents; October 1, 1967, 5 cents; April 1, 1968, 5 cents; and October 1, 1968, 5 cents.'

(3) This determination shall be effective for the period January 1, 1967, through December 31, 1968. Notices on basic wage rates may be served any time after September 1, 1968, and any change may be effective only on or after January 1, 1969. Any notice may be served, however, on other money items or rules.

The Determination was not modified by the parties in subsequent conferences and became effective October 16, 1967.

In its Report the Board also concluded that a factfinding study should be undertaken to assist the parties in their next round of negotiations. The study to be under the auspices of the Department of Labor, together with such assistance of other government agencies as may be necessary, and on the basis of joint consideration by the parties as to its scope and content.

(The Report of the Special Mediation Panel issued April 22, 1967, Public Law 90–54 and the Report and Determination of the five-member Special Board are reproduced below. These documents outline in detail the history and terms of disposition of this dispute.)

[Letter to the President]

REPORT OF THE SPECIAL PANEL APPOINTED BY THE PRESIDENT IN THE RAILROAD SHOPCRAFT-CARRIER DISPUTE

APRIL 22, 1967.

THE PRESIDENT,
The White House, Washington, D.C.

DEAR MR. PRESIDENT: On April 11, 1967, the Congress passed and on April 12 you signed S. J. Res. 65 to extend for 20 days the status quo period under the Railway Labor Act in connection with the current railroad shopcraft-carrier dispute. Immediately after the enactment of this resolution you appointed this special mediation panel to assist the parties in attempting to resolve their differences.

Attached hereto is a report of our mediation activities to date including our Mediators' proposal given yesterday to representatives of the carriers and the unions.

Sincerely,

CHARLES FAHY, *Chairman.*
JOHN T. DUNLOP, *Member.*
GEORGE W. TAYLOR, *Member.*

Report of the Special Panel Appointed by the President in the Railroad Shopcraft-Carrier Dispute

In the face of a threatened nationwide shutdown of the railroad industry, after all of the procedures of the Railway Labor Act had been exhausted, the President requested the Congress to extend the status quo by twenty days, or through the close of May 2, 1967. This dispute involves virtually all of the nation's railroads and six shopcraft unions. In his message to the Congress requesting the extension, the President stated he would appoint a special panel of mediators. After Congress provided this extension in S.J. Res. 65, on April 12, 1967 the President appointed this special panel "to help the parties mediate their differences, and if the parties should fail to reach agreement, to recommend whatever additional action may be necessary."

Emergency Board No. 169, established under the Railway Labor Act, provided a framework of recommendations to the parties for the resolution of the dispute in its report dated March 10, 1967. In certain major respects its recommendations were not definitive in proposing solutions to the issues in dispute for it contemplated that further collective bargaining by the parties themselves would fill in the essential details for a settlement. The parties have been unable by negotiations and mediation to complete such an agreement. This special panel has sought to assist the parties in effectuating a final settlement.

We have been steadily in session with the parties, seeking a voluntary resolution of the impasse through collective bargaining. The representatives of the labor organizations and the carriers have been fully cooperative. The panel has also consulted with and had the assistance of various government representatives.

The panel presents this report on the present status of the dispute as well as its proposals for a voluntary agreement.

WAGE INEQUITIES

At the early stages of our mediation efforts the core of this dispute concerned the relationship of the wages of shopcraft journeymen and mechanics in railroads to the wages of employees performing similar work in outside industry. The Emergency Board also saw this issue as the central problem.

As a result of almost 30 years of collective bargaining agreements, which provided for equal cents-per-hour increase to all non-operating employees, a wage differential has developed between the railroad shopcraft mechanics and wages for comparable work in outside industries. Lower skilled jobs in the railroads received the same cents-per-hour increases over this period as higher skilled jobs. Today the hourly rates of shopcraft laborers average in the range of $2.50 or $2.60 an hour compared to about $3.05 an hour for electricians, machinists, sheetmetal workers and other mechanics and journeymen. High employment levels and tight markets for skilled labor in recent years in industry generally have tended to increase in outside industry the wage rates of journeymen and mechanics compared to other workers. (The Emergency Board refers to these wage inequities as wage compression.)

As Emergency Board 169 reported, "Both parties agree that there is a serious wage compression and that it cannot be corrected in a single step." The labor organizations estimated to the Emergency Board the differential in wages between railroad mechanics and those with comparable skills in other industries to be in the order of 40 to 50 cents an hour and to us they used the estimate of more than 60 cents an hour. They seek a "down payment" in these negotiations toward the elimination of the differential. The carriers suggest that in the wage rate schedule of shopcraft employees as a whole some wage rates are relatively too high as well as others too low as a result of equal cents-per-hour increases in the past. They accept the procedures proposed by the Emergency Board to determine wage rates for comparable work both inside and outside the railroad industry and to make wage rate adjustments, both up and down. The parties thus proposed somewhat different ways of implementing the report of the Emergency Board. The carriers in mediation, provided agreement were reached, have been willing to negotiate the elmination of inequities through the approach proposed by the unions.

The central issue at the early stages of our mediation appeared to be the size and timing of the first steps, in cents-per-hour, to be taken during the term of the agreement currently under negotiations to remedy a problem created by the pattern of agreements during the past 30 years of negotiations.

As our mediation proceeded, it appeared that the dispute over the duration of the agreement [1] and the amount of the general wage increase was the major roadblock to concentration upon the wage inequity issue as outlined above. Most of our mediation effort was concentrated on the issue of duration and the general increase. Indeed, it is our considered judgment that if the duration and the size of the general wage rate increase, expressed in percentage terms, could be resolved, the amount of the adjustment to correct the wage inequity could readily be resolved.

Our mediation has, of course, concerned the issues in dispute as a whole, but the most intractable problem now concerns the duration of the agreement and the amount of the general wage increase.

The carriers propose, as recommended by the Emergency Board, a 5 percent wage increase for 1967. The labor organizations propose, provided agreement is reached, a wage increase of 6½ percent for 1967 and 5 percent for 1968, with health and welfare benefits, other fringe benefits and conditions of employment subject to notice and additionally, wage differentials for certain crafts subject to further negotiations under notices already served. The Emergency Board recommended a 5 percent general increase in 1967 and left unspecified and subject to a possible further emergency board the amount of a general wage increase for 1968. At the same time the report appeared to freeze all other money issues during the two-year period. Our mediation efforts have explored all these areas, including the possibility of a wage rate increase for a period of 18 months or through June 30, 1968.

On the union side there are significant differences in the composition of the six unions. All of the six unions include both skilled workers and some unskilled, and an inequity wage adjustment, above the general wage increase, would create some difficulties with those lesser skilled workers not receiving the added inequity adjustment. For the six unions as a group, approximately 100,000 out of 137,000 workers would receive the inequity adjustments proposed by the unions. But one of the unions is comprised largely of other than journeymen and mechanics and would paritcipate scarcely at all in any wage inequity increase as proposed by the unions. Under a unanimity rule, the labor organizations as a group have sought both a substantial "down payment" on the wage inequity and a higher general wage increase so that even the unskilled in their ranks can better their relative position. This factor has complicated the negotiations over the duration of the agreement and the size of the general increase.

The carriers are opposed to a higher general wage increase than 5 percent for 1967 on which basis they have settled all other major collective bargaining agreements in the industry except for two still to be completed. They point out that addtional funds are likely to be required for health and welfare premiums in 1968 and they are unwilling now to complete an agreement on wages for the year 1968 which would leave labor costs so uncertain.

In this serious impasse in collective bargaining this panel has explored all the proposals of the parties and has made many informal suggestions for the consideration of the parties. As a result of this exploration, this special panel has concluded that the most appropriate mediation proposal to the parties for a final resolution of the dispute is that which is attached. The panel believes that this proposed settlement is not inconsistent with the Emergency Board report and might well have been achieved by the parties had their own collective bargaining consummated an agreement.

The panel is of the view that this mediation proposal best accommodates the conflicting needs of all the parties and is consonant with the public interest. It recognizes the inequity of wage rates for journeymen and mechanics while at the same time it preserves the integrity of the settlements already achieved in the industry. It seeks in its distribution of the inequity adjustment through the 18-month period to provide the maximum amount of correction to the wage rate inequity while at the same time moderating the cost impact in the period.

We ask the parties to agree now to our suggested basis for settlement of this dispute. The matter is one of dollars and cents alone, and the real differences between the parties in our judgment are not great. We cannot say our proposals contain precisely the correct figures; but we can say our terms are reasonable

[1] In the railroad industry duration is expressed in terms of the date before which notices may not be served in accordance with the procedures of the Railway Labor Act and often a date before which no change in wages or other conditions or employment may be made effective.

and not unjust. There is no way in which perfect precision about a matter of this kind can be reached. To carry the dispute further, in light of the consequences of doing so, would not be justifiable, especially after so much consideration has been given to the matter.

Acceptance of the terms we propose would be a far better thing for all than a tragic industrial war over what differences now remain. Moreover, those differences are not so serious that they should be the occasion for further legislation by the Congress. Unfortunately, as of this time, neither party has accepted our proposal.

May this dispute now be ended, peaceably and in good will.

CHARLES FAHY,
Chairman.
JOHN T. DUNLOP,
Member.
GEORGE W. TAYLOR,
Member.

MEDIATION PROPOSAL SHOPCRAFT—CARRIER DISPUTE [2]

1. A general wage rate increase of 6 percent effective January 1, 1967 for 18 months. Notices on basic wage rates may be served any time after April 1, 1968, and any change may be effective only on or after July 1, 1968. Any notice may be served, however, on other money items or rules.

2. Additional wage rate increases for journeymen and mechanics classifications as follows: April 1, 1967, 5 cents; October 1, 1967, 5 cents; April 1, 1968, 5 cents.

Public Law 90–54
90th Congress, S.J. Res. 81
July 17, 1967

Joint Resolution

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

Whereas the labor dispute between the carriers represented by the National Railway Labor Conference and certain of their employees represented by the International Association of Machinists and Aerospace Workers; International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers; Sheet Metal Workers' International Association; International Brotherhood of Electrical Workers; Brotherhood of Railway Carmen of America; International Brotherhood of Firemen and Oilers functioning through the Railway Employees' Department, AFL–CIO, labor organizations, threatens essential transportation services of the Nation; and

Whereas Emergency Board Numbered 169 (created by Executive Order 11324, January 28, 1967, 32 F.R. 1075) has made its report; and

Whereas, under procedures for resolving such dispute provided for in the Railway Labor Act as extended and implemented by Public Law 90–10 of April 12, 1967, as amended, the parties have not succeeded completely in resolving all of their differences through the processes of free collective bargaining; and

44 Stat. 577.
45 U.S.C. 151.
Ante, p. 12.

Whereas related disputes have been settled by private collective bargaining between the carriers and other organizations representing approximately three-quarters of their employees, so that the present dispute represents a barrier to the completion of this round of bargaining in this industry; and

Whereas a Special Mediation Panel appointed by the President upon enactment of Public Law 90–10 proposed settlement terms to assist the parties in implementation of the collective bargain-

[2] This proposal is predicated on the view that the parties are in agreement on vacation improvements as recommended by the Emergency Board and that all other notices served by either party in this dispute should be withdrawn.

ing envisaged in the recommendations of Emergency Board Numbered 169; and

Whereas it is desirable to provide procedures for the orderly culmination of this collective bargaining process; and

Whereas the national interest, including the national health and defense, requires that transportation services essential to interstate commerce be maintained; and

Whereas the Congress finds that an emergency measure is essential to security and continuity of transportation services by such carriers: Therefore be it

81 Stat. 122.
81 Stat. 123.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby established a Special Board for the purpose of assisting the parties in the completion of their collective bargaining and the resolution of the remaining issues in dispute. The Special Board shall consist of five members to be named by the President. The National Mediation Board is authorized and directed (1) to compensate the members of the Board at a rate not in excess of $100 per each day together with necessary travel and subsistence expenses, and (2) to provide such services and facilities as may be necessary and appropriate in carrying out the purposes of this resolution. For the purpose of any hearing conducted by the Special Board, it shall have the authority confered by the provisions of sections 9 and 10 (relating to the attendance and examination of witnesses and the production of books, papers, and documents) of the Federal Trade Commission Act of September 26, 1914, as amended (15 U.S.C. 49, 50).

Railroad-labor negotiations.

Special Board. Presidential appointment of members.

38 Stat. 722.

SEC. 2. The Special Board shall attempt by mediation to bring about a resolution of this dispute and thereby to complete the collective bargaining process.

SEC. 3. If agreement has not been reached within thirty days after the enactment of this resolution, the Special Board shall hold hearings on the proposal made by the Special Mediation Panel, in its report to the President of April 22, 1967, in implementation of the collective bargaining contemplated in the recommendation of Emergency Board Numbered 169, to determine whether the proposal (1) is in the public interest, (2) is a fair and equitable settlement within the limits of the collective bargaining and mediation efforts in this case, (3) protects the collective bargaining process, and (4) fulfills the purposes of the Railway Labor Act. At such hearings the parties shall be accorded a full opportunity to present their positions concerning the proposal of the Special Mediation Panel.

Hearings.

44 Stat. 557.
45 U.S.C. 151.

SEC. 4. The Special Board shall make its determination by vote of the majority of the members on or before the sixtieth day after the enactment of this resolution, and shall incorporate the proposal of the Special Mediation Panel with such modifications, if any, as the Board finds to be necessary to (1) be in the public interest, (2) achieve a fair and equitable settlement within the limits of the collective bargaining and mediation efforts in this case, (3) protect the collective bargaining process, and (4) fulfill the purposes of the Railway Labor Act. The determination shall be promptly transmitted by the Board to the President and to the Congress.

Determination by majority vote within 60 days.

Report to President and Congress.

SEC. 5. (a) If agreement has not been reached by the parties upon the expiration of the period specified in section 6, the determination of the Special Board shall take effect and shall continue in effect until the parties reach agreement or, if agreement is reached, until such time, not to exceed two years from January 1, 1967, as the Board shall determine to be appropriate. The Board's determination shall have the same effect (including the preclusion of resort to either strike or lockout) as though arrived at by agreement of the parties under the Railway Labor Act (45 U.S.C. 151 et seq.).

Effective period of determination.

(b) In the event of disagreement as to the meaning of any part or all of a determination by the Special Board, or as to the terms of the detailed agreements or arrangements necessary to give effect thereto, any party may within the effective period of

81 Stat. 123.
81 Stat. 124.

the determination apply to the Board for clarification of its determination, whereupon the Board shall reconvene and shall promptly issue a further determination with respect to the matters raised by any application for clarification. Such further determination may, in the discretion of the Board, be made with or without a further hearing.

(c) The United States District Court for the District of Columbia shall have exclusive jurisdiction of all suits concerning the determination of the Special Board.

SEC. 6. The provisions of the final paragraph of section 10 of the *Ante*, pp. 12, 13. Railway Labor Act (45 U.S.C. 160), as heretofore extended by law, shall be hereby reinstated and extended until 12:01 o'clock antemeridian of the ninety-first day after enactment of this resolution with respect to the dispute referred to in Executive Order 11324, January 28, 1967.

32 F.R. 1075. Approved July 17, 1967, 9:30 p.m.

Legislative History:

House Reports: No. 353 accompanying H.J. Res. 559 (Comm. on Interstate and Foreign Commerce) and No. 485 (Comm. of Conference).

Senate Report No. 292 (Comm. on Labor and Public Walfare).

Congressional Record, Vol. 113 (1967):

June 7, July 17: Considered and passed Senate.

June 14, 15, July 17: Considered and passed House, in lieu of H.J. Res. 559.

SEPTEMBER 15, 1967.

The PRESIDENT,
The White House, Washington, D.C.

DEAR MR. PRESIDENT: The Special Board you appointed pursuant to Public Law 90–54 to provide for the settlement of the labor dispute between certain carriers by railroad and certain of their employees has the honor to present herewith its report and determination.

Respectfully,

WAYNE L. MORSE, *Chairman.*
FREDERICK R. KAPPEL, *Member.*
THEODORE W. KHEEL, *Member.*
GEORGE MEANY, *Member.*
LEVERETT SALTONSTALL, *Member.*

REPORT AND DETERMINATION OF THE SPECIAL RAILROAD BOARD ESTABLISHED PURSUANT TO PUBLIC LAW 90–54

Background

Public Law 90–54 was passed by Congress on July 17, 1967, and signed by the President the same day. As will be set forth more fully below, the law provides for the establishment by the President of a five member board to attempt to resolve the dispute between virtually all of the Class I railroads of the United States, represented by the National Railway Labor Conference, and their shopcraft employees represented by the International Association of Machinists & Aerospace Workers; International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers; Sheet Metal Workers International Association; Brotherhood of Railway Carmen of America; International Brotherhood of Electrical Workers; and International Brotherhood of Firemen & Oilers, hereinafter referred to as the shopcraft unions or brotherhoods.

The collective bargaining out of which this controversy arose began on May 17, 1966, when the brotherhoods served notices pursuant to section 6 of the Railway Labor Act requesting wage increases and a

number of other changes in wages, hours and working conditions. The next month, individual railroads made various proposals upon the brotherhoods. In accordance with what has apparently become the usual practice in the industry, the proposals were referred to the national level in September 1966 and in October mediation sessions, under the auspicies of the National Mediation Board, were held. In December 1966 the brotherhoods turned down a mediation proposal for settlement of the dispute. On January 6, 1967, the National Mediation Board having determined that further mediation efforts would be fruitless, made a formal proffer of arbitration in accordance with the requirements of the Railway Labor Act.

The shopcraft unions formally declined the proffer of arbitration on January 9, 1967. Ten days later the National Mediation Board notified the President that in its judgment the dispute threatened substantially to interrupt interstate commerce so as to deprive the country of essential transportation service. Thereupon, on January 28, 1967, the President issued Executive Order No. 11324 creating Emergency Board No. 169. The Board consisted of Messrs. David Ginsburg, Chairman, and Frank J. Dugan and John W. McConnell, members.

The Ginsburg Board submitted its report to the President on March 10, 1967, and thereafter the parties met and bargained collectively. While the railroads were prepared to accept the recommendations of Emergency Board No. 169, the brotherhoods were not.

On March 31, 1967, the National Mediation Board requested that the parties meet again and meetings were held with Chairman Francis A. O'Neill, Jr., and Under Secretary of Labor James J. Reynolds between April 4 and April 10. Because agreement appeared impossible prior to the strike deadline of April 13, 1967, the President requested that Congress extend the no strike period set forth in section 10 of the Railway Labor Act for an additional 20 days in this case. Public Law 90–10 was passed by the Congress on April 11, 1967, and signed by the President the following day. This law extended the period of statutory restraint until May 3, 1967.

On April 12, 1967, and in accordance with his message requesting Public Law 90–10, the President appointed a Special Mediation Panel consisting of Judge Charles Fahy, Chairman, and Drs. John T. Dunlop and George W. Taylor, members.

Thereafter, this Special Mediation Panel met with the parties, both separately and together, but were unable to find during the course of 28 meetings a method of achieving a settlement by the parties. Finally, on April 22, 1967, the Special Mediation Panel made a proposal of its own for the settlement of the outstanding issues in dispute and transmitted its proposal to the President and to the parties. This proposal was found to be unacceptable in whole or in part by both parties.

As a result of the continuing impasse, the President on April 28 again requested the Congress to avert the strike, which was then scheduled for 12:01 a.m., on May 3, 1967, for a period of 47 days. Public Law 90–13 was signed by the President on May 2, 1967.

On May 4, 1967, the President sent a message to the Congress recommending special legislation to resolve this dispute. Hearings were held in the House for 12 days and in the Senate for 7 days. The joint resolution passed the Senate on June 7. The House passed an amended version on June 14. A conference of the Houses was held, during which the time period specified in Public Law 90–13 expired. However, the

brotherhoods agreed that for a reasonable period of time thereafter no unilateral actions would be taken by them. On July 11, 1967, chairmen of the Conference Committees of each House were notified that the guarantee not to engage in unilateral action was being withdrawn at the end of that week. On July 16–17, 1967, interruptions in service occurred on most of the Class I railroads in the United States. Public Law 90–54 was passed by both Houses and signed on July 17, 1967.

Requirements of Public Law 90–54

Public Law 90–54 provides that the Special Board shall attempt by mediation to bring about a resolution of this dispute and thereby to complete the collective bargaining process. The statute further provides that if agreement has not been reached within 30 days after its enactment the Special Board shall hold hearings on the proposal made by the Special Mediation Panel, in its report to the President on April 22, 1967, in implementation of the collective bargaining contemplated in the recommendation of Emergency Board No. 169.

Under the terms of the statute the purpose of the aforementioned hearings is to determine whether the April 22 proposal of the Special Mediation Panel (1) is in the public interest, (2) is a fair and equitable settlement within the collective bargaining and mediation efforts in this case, (3) protects the collective bargaining process and (4) fulfills the purposes of the Railway Labor Act. Following the hearings, during which the parties are required to be accorded a full opportunity to present their positions concerning the proposal of the Special Mediation Panel, the Special Board is required to make a determination by vote of the majority of its members on or before the 60th day after the enactment of the statute, and to incorporate the proposal of the Special Mediation Panel with such modifications, if any, as the Board finds to be necessary to meet the four statutory criteria mentioned above. This determination is to be promptly transmitted by the Board to the President and to the Congress.

Finally, the statute provides that if agreement has not been reached by the parties by 12:01 o'clock antemeridian of the 91st day after the enactment of the statute, the determination of the Special Board shall take effect and shall continue in effect until the parties reach agreement or, if agreement is not reached, until such time, not to exceed 2 years from January 1, 1967, as the Board shall determine to be appropriate. The statute further provides that the Board's determination shall have the same effect (including the preclusion of resort to either strike or lockout) as though arrived at by agreement of the parties under the Railway Labor Act.

As will be discussed more fully below, mediation efforts by this Board were not successful in concluding an agreement between the parties on each of the issues in dispute and hearings in accordance with the statute and a determination by this Board proved necessary.

Procedures Followed by the Board

As noted earlier on July 18, 1967, the President appointed this Special Board established under Public Law 90–54 composed of Senator Wayne L. Morse, Chairman, and Messrs. Frederick R. Kappel, Theodore W. Kheel, George Meany and Senator Leverett H. Saltonstall, members.

The entire Board met formally with the parties and engaged in mediation on July 25, 1967, and August 1, 10, and 11, 1967. In between formal sessions various members of the Board made themselves available to the parties for further mediation.

On August 16, 1967, the time for mediation under the statute ceased and the Board was required to hold public hearings on the proposal of the Fahy Panel and any modification thereof which the parties desired. The Board held a prehearing conference with the parties on August 21, 1967, as a result of which a hearing schedule was established.

The parties made opening statements to the Board on August 23, 1967. On August 25, 1967, briefs and affidavits in support of any modifications of the Fahy Panel proposal desired by the parties were filed and on August 28, reply briefs and counter affidavits were filed by each of the parties.

On August 29, 1967, hearings were held at which time the parties were given an opportunity to present oral testimony. The Board had originally allowed 3 days for such hearings; however, the parties found that the presentation of affidavits and exhibits obviated the need for extensive hearings and were able to conclude in one day.

On September 7, 1967, the parties filed final briefs with the Board and on September 9 final oral arguments were heard. The Board then went into executive session to review the record and develop its determination.

Issues in Dispute

At the outset of its mediation efforts in this case the Board attempted to obtain from the parties agreement on the basic issues in this dispute to which it was required to address itself. On the basis of the proposal of the Special Mediation Panel and the positions of the parties the following are the issues in dispute:

(1) The effective date and duration of the agreement and the date on which contract reopening notices may be served,

(2) The general wage increase or increases to be granted to all employees and the effective date or dates thereof,

(3) The amount and effective dates of any wage inequity adjustments, and

(4) A determination as to the employees entitled to such wage inequity adjustments.

Conclusions

Based upon extensive discussion, hearings, and argument by the parties, an exhaustive review of the record and our deliberations in executive sessions this Special Board has reached the following conclusions which form the basis for our determination.

First, it is our conclusion that in the light of the aforementioned criteria contained in Public Law 90–54, the parties, in their presentation before the Board, failed to justify any departure from the basic principles of the proposal of the Special Mediation Panel for the 18-month period which that proposal covered. Accordingly, our determination incorporates therein the proposal that a general wage increase in the amount of 6 percent effective January 1, 1967, be granted to run for 18 months with additional wage rate increases for

journeymen and mechanics classifications[1] as follows: April 1, 1967, 5 cents; October 1, 1967, 5 cents; April 1, 1968, 5 cents.

Second, it is our conclusion that in the light of the aforementioned statutory criteria the duration of the contract should be extended an additional 6 months beyond June 30, 1968. The proposal of the Special Mediation Panel was made on April 22, 1967. Since that time almost 5 months have gone by and just short of 6 months will have expired by the time our determination becomes effective. A contract of shorter duration than 2 years would necessitate reopening discussions of the issues in dispute only a few months after our determination is rendered. Moreover, a contract expiration date of June 30, 1968, would not provide sufficient time for the completion of the factfinding study which we subsequently recommend and which we feel is essential to the development of meaningful information to ultimately resolve the skill differential-wage inequity issue and promote the development of sound constructive collective bargaining relationships between the railroads and their shopcraft employees.

Third, in view of the extension of the contract duration for an additional 6 months the Board concludes that in the light of the aforementioned statutory criteria the following additional changes are warranted:

(1) A general wage increase of 5 percent for all employees effective July 1, 1968.

(2) An additional wage rate increase of 5 cents for journeymen and mechanics classifications effective October 1, 1968.

(3) Notices on basic wage rate increases may be received any time after September 1, 1968, and any change may be effective only on or after January 1, 1969.

Fourth, a basic issue running to the heart of this dispute is the so-called wage lag for skilled employees. Both sides recognize that a wage inequity exists but are in disagreement as to whom any inequity adjustment should apply.

During the course of this Board's mediation efforts it became apparent that the carriers and the unions lacked the essential information necessary to carry on meaningful collective bargaining on this question. Fundamental facts as to the characteristics of the work force involved, the amount and type of training received by the various skilled classifications, and qualitative comparisons of the skill required and work performed by these classifications as compared to similar occupations in other industries simply were not available.

This gave rise to the suggestion—again during the mediation phase of our proceedings—that it would be in the interests of both sides to agree to a factfinding study of the entire "skill differential" and "wage inequity" question to be used in their next round of collective bargaining negotiations. Both sides conceded the merits of this suggestion and in subsequent arguments during the hearings phase of the Board's activities both sides alluded to such a study and agreed that an objective factfinding inquiry be undertaken.

It is the Board's opinion that a comprehensive factfinding study is the only basis upon which to ultimately and objectively resolve the

[1] A subsidiary question was raised as to whether the Fahy Panel proposal included stationary engineers and stationary firemen within the journeymen and mechanics classifications. It is our conclusion that stationary engineers were included and that stationary firemen were not.

skilled differential problem. Moreover, the Board is convinced that the parties recognize the need for such a study and in fact have indicated to the Board each side's willingness to cooperate with such an undertaking by the U.S. Department of Labor.

Accordingly, in the light of the aforementioned statutory criteria by which the Board is to be guided—especially the obligation to protect the collective bargaining process—we conclude that a factfinding study should be undertaken to assist the parties in their next round of negotiations. The study, under the auspices of the U.S. Department of Labor together with such assistance of other government agencies as may be necessary, should proceed on the basis of joint consideration by the parties of its scope and content.

The position of the shopcraft workers in the railroad industry is unique because of the wage compression which has occurred eroding the distinction in wage relationships between various skills. The Board, accordingly, believes that this study of factual data is essential for future bargaining efforts in order that the relative rates of pay for the different skills in the groups concerned in this present dispute may be properly identified for the future.

The study should be a comprehensive one covering all aspects of the skilled crafts-wage compression problem, including but not necessarily limited to information concerning, such matters as the number of employees in each class or craft, the rates of pay for each class or craft, the number of employees who attained their present positions through formal apprenticeship programs, the number of employees who attained their present positions through upgrading or appointment, the railroads on which formal apprenticeship training programs or upgrading agreements exist and the extent to which apprenticeship training or upgrading are used, comparisons of skilled job classifications in the railroad industry with similar classifications in other industries, the relationship of the wages of shopcraft journeymen and mechanics in railroads to the wages of other railroad employees and of employees performing similar work in outside industry, and such other pertinent items as the Secretary of Labor, in consultation with the parties, shall determine to be essential to such a study in order to make it clear and helpful to all concerned.

The study is intended to assist the parties in their next round of collective bargaining negotiations. It is vital that the study be a factual one with any recommendations. It should be completed as promptly as possible but in any event the findings should be transmitted to the parties no later than September 1, 1968.

The Board feels confident that the President and the Congress will make available sufficient funds to permit the Department of Labor to undertake this study which the Board feels is so important to the railroad industry.

The Board has emphasized the importance of a study of the problem of who is entitled to a skilled wage differential. The Board is hopeful that under the impartial guidance of the Department of Labor in finding the facts in the railroad industry, a basis for future collective bargaining efforts will be obtained that will be helpful. The Board has gone along with the Fahy Panel in recommending the three 5-cent differentials and added one more to complete the 2-year contract duration recommendation. The Board has taken this position, with some reluctance on the part of some members, in an

effort to be unanimous and yet at the same time, stress the importance of ultimately resolving this matter through the study by the Department of Labor.

The Board has agreed upon continuing the present differentials to all who have received them in the past, because the Board heard no evidence that made it possible fairly to affect changes. Unless this study is made the same differences of opinion as to who is entitled may well arise again to plague a settlement in the next wage discussion. For this reason, the Board desires that both sides will agree upon what may be included in the study in order that the finding of facts reached by the Department will be beneficial in future negotiations.

The Board has been appointed by the President under the provisions of Public Law 90–54 to maintain the transportation services of our country during the present emergency. It regrets this necessity. It believes in the principles of collective bargaining and trusts that the study it recommends will make it possible for the railroad industry and its unions to bargain together without the compulsion of a Presidentially appointed board. This will allow our economy to operate under the fundamental procedures that have given our country the strength and vitality of economic and political freedom which characterizes our American system.

Determination of the Board

It is the determination of this Board acting under the authority vested in it by Public Law 90–54 that, if the parties do not themselves hereafter agree to terms which would modify or supersede this determination, as of 12:01 antemeridan October 16, 1967, the following shall become effective:

(1) A general wage increase of 6 percent shall be granted all employees effective January 1, 1967, and one additional general wage increase of 5 percent to their then current rate shall be granted all employees effective July 1, 1968.

(2) Additional wage rate increases for journeymen and mechanics classifications, including stationary engineers but not stationary firemen, shall be granted as follows: April 1, 1967, 5 cents; October 1, 1967, 5 cents; April 1, 1968, 5 cents; and October 1, 1968, 5 cents.

(3) This determination shall be effective for the period January 1, 1967, through December 31, 1968. Notices on basic wage rates may be served any time after September 1, 1968, and any change may be effective only on or after January 1, 1969. Any notice may be served, however, on other money items or rules.

WAYNE L. MORSE, *Chairman.*
FREDERICK R. KAPPEL,[2] *Member.*
THEODORE W. KHEEL, *Member.*
GEORGE MEANY, *Member.*
LEVERETT SALTONSTALL, *Member.*

SEPTEMBER 15, 1967.

[2] See individual views.

INDIVIDUAL VIEWS OF FREDERICK R. KAPPEL

I have signed this Special Board's determination with serious reservations bordering on disapproval of the 5 percent and the four 5-cent skilled craft wage increases. The factfinding study and the establishment of January 1, 1969, as the duration date of the determination I strongly support and approve of.

The case has been replete with evidence relating to the skilled craft dispute, which in fact has been the core issue between the parties to this dispute throughout our efforts to settle this matter and throughout three previous boards or panels that have been constituted for that purpose. The carriers have accepted the general wage recommendations of all these boards and panels and only in the last, the Fahy Panel instance, did they not accept the recommendations concerning the skilled differential issue. The unions have accepted no part of any of these recommendations.

The money amounts included in this determination are excessive in my opinion on several counts. They are inconsistent with the current important need to contain inflation. They encourage resort to governmental procedures, because the wage rates recommended so nearly meet the full demands that caused this dispute from the beginning. They are excessive too in that the combined effect of the 6 percent and 5 percent increases and the four 5-cent increases result in a 25-cent increase in skill differentials, a substantial increase ordered before the machinery to determine a sound basis for eligibility and amount has had a chance to start.

I believe there is no real dispute about the eligibility for a differential to truly qualified employees, but for the Board to spread the differential to this extent is prejudgment without facts and not conducive to the final settlement by collective bargaining.

The case is replete with reasons to support this view and I regret that all of the persuasion at my command in the full and frank discussion and review of the evidence during this Board's deliberations did not produce a better result for the public, the ultimately better and more equitable solution of this problem by the parties, and most sincerely for the railroad's added burden of trying to manage successfully in the public interest. I have signed this Board report with the feeling that as bad as I consider it to be in the ways that I have mentioned, it would get no better by my withholding my signature and I have a satisfaction in knowing that it is better than it might otherwise have been. I hope that even with these circumstances, the core issue will be met with objectivity in a future bargaining session.

FREDERICK R. KAPPEL, *Member.*

SEPTEMBER 15, 1967.

Decisions of Significance

A decision of the U.S. Supreme Court, summarized below, affects the functions of the National Railroad Adjustment Board in rendering awards involving jurisdictional disputes:

Transportation-Communication Employees' Union v. *Union Pacific Railroad Company* (385 U.S. 157, Dec. 5, 1966)

This dispute arose after the railroad had installed IBM machines capable of performing dual functions previously assigned separately to

277-819—68——3

clerks and to telegraphers. Operation of the machines was assigned to the clerks. The Telegraphers' Union protested, claiming the jobs for its members. The dispute eventually reached the Third Division of the National Railroad Adjustment Board. Although the Clerks' Union was notified of the pendency of the case, it declined to participate indicating an intention to institute separate proceedings if the jobs of any of its members should be threatened.

The Adjustment Board determined that the telegraphers were entitled to operate the machines under their contract and awarded compensation to telegraphers idled by assignment of the jobs to clerks. The Board did not consider whether the railroad's contract with the Clerks' Union would support assignment of the jobs to its members.

In an action brought by the Telegraphers' Union to enforce the Award, the District Court dismissed the case on the grounds that the Clerks' Union was an indispensable party (231 F. Supp. 33). Affirming the dismissal, the Court of Appeals (349 F. 2d 408) pointed out that the Adjustment Board had failed to carry out its exclusive jurisdictional responsibility to decide the entire dispute with relation to the conflicting claims of the two unions under their respective contracts to have the jobs assigned to their members.

The Supreme Court affirmed the judgment of the Court of Appeals in holding that the Clerks' Union should be a party before the Adjustment Board and the courts to this labor dispute over job assignments for its members, and held:

This cause should be remanded to the District Court with directions to remand this case to the Board. The Board should be directed to give once again the Clerks' Union an opportunity to be heard, and, whether or not the Clerks' Union accepts this opportunity to resolve this entire dispute upon consideration not only of the contract between the railroad and the telegraphers, but "in light of * * * (contracts) between the railroad" and any other union "involved" in the overall dispute and upon consideration of "evidence as to usage, practice and custom" pertinent to all these agreements (citing Order of Railway Conductors v Pitney, 326 U.S. at 567). The Board's order, based upon such thorough consideration after giving the Clerks' Union a chance to be heard, will then be enforceable by the Courts.

Mr. Justice Stewart and Mr. Justice Brennan concurred in a separate opinion.

In dissenting, Mr. Justice Fortas, with whom Chief Justice Warren joined, stated that the Adjustment Board acted as the statute commands; that its power is limited to adjudications of grievances and contract disputes between a union and a railroad; that the Board cannot compel conversion of a complaint proceeding between a union and a railroad into a three-party proceeding to settle the entire dispute; that the Court should not refuse to enforce its Award because the Board failed to do something which the statute does not require or empower it to do; that the Court should neither devise nor impose upon the Board or upon management and labor, the proposition, making its debut in this case in the field of railway-labor law, that "only one union can be assigned to this new job." The dissenting opinion further stated that the Railway Labor Act does not give the Adjustment Board power to compel a union which is affected by a contract dispute between another union and a carrier to participate in or be bound by the proceeding (citing *Whitehouse* v. *Illinois Central RR Co.*, 349 U.S. 366, 372 (1955).

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 receipts 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 325 "E" cases have been 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 1967, the Board handled 91 "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 1967 was 420. This is 140 less cases than the number docketed in the previous year; a decrease of 153 mediation cases, a decrease of 2 interpretation of mediation agreement cases, but an increase of 15 representation cases.

During the 33-year period of the Board's existence 12,406 cases (A, R, and Interpretation) have been received and docketed.

2. DISPOSITION OF CASES

Table 1 further indicates that a total of 336 cases were disposed of in fiscal year 1967. When this is compared to fiscal year 1966 in which 351 cases were disposed of there is noted a drop of 15 cases overall. There was a decrease of 18 representation cases: 92 in 1967, 110 in 1966. The total of mediation cases disposed of in 1967 was 242, up from 236 in the prior year. The total of interpretation dispositions was two, a decrease of three cases over 1966. In the 33-year period, the Board has disposed of 11,777 cases.

3. MAJOR GROUP OF EMPLOYEES INVOLVED IN CASES

Table 3 shows that 6,889 employees were involved in 92 representation cases in fiscal 1967. This figure is down considerably from the prior year high of 65,745. Railroad employees accounted for 2,555 of the total in 39 disputes. Airline disputes, totaling 63 in number involved 4,334 employees. The drop in the number of total employees is an indication that although the total number of cases is comparable that election activity was conducted through smaller groups of employees, with no mass elections such as occurred in fiscal 1966 involving thousands of employees in a single dispute.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 221 cases while airline employees were involved in 115 cases. In the railroad industry the greatest activity was among the train engine and yard service employees with a total of 142 cases involving them: broken down into 13 representation cases and 129 mediation cases. The clerical station, office, and storehouse employees were involved in only 12 cases down from 25 a year ago.

In the airline industry, the same table indicates that activity was more evenly divided among the various crafts or classes with the mechanics and pilots involved in the greatest number of cases—21 each: four of those involving the mechanics being representation and the remainder being mediation, except for one interpretation. The

pilots, likewise involved in 21 cases, had six representation cases, the remainder being mediation with no interpretations.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of in fiscal year 1967. Involved in a total of 92 disputes were 114 crafts or classes covering 6,889 employees. There were 51 railroad crafts or classes numbering 2,555 employees, or 37 percent of all involved. Maintenance of way and signal forces in three cases accounted for 12 percent of the total number with yard service forces accounting for 8 percent in three cases.

In the airline industry 63 crafts or classes were involved in 53 cases, covering 4,334 people or 63 percent of the total. In fiscal 1966 the craft or class of mechanics was involved in nine cases involving 10,862 people; however, last year, fiscal 1967, they were involved in only four cases with a total employee involvement of 444, representing 6 percent of the grand total. The clerical, office, stores, fleet, and passenger service employees were involved in 27 percent of the total number of cases in 12 elections, covering 1,842 people.

4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal 1967 totaled 319, a decrease of 152 cases from fiscal 1966, but still considerably higher than the previous 3-year average. The total of the cases docketed and the number pending from the prior year made 845 cases which were considered by the Board. The Board disposed of 242 cases, leaving 603 cases pending and unsettled at the end of the year.

Cases withdrawn after investigation totaled eight: four railroad and four airline involving, respectively, 86 and 328 employees.

During fiscal 1967 no railroad cases were withdrawn before investigation, however, there were four such cases on the airlines involving 129 employees.

The Board dismissed 18 cases: four railroad and 14 airline. The railroad cases involved 595 employees and the airline cases involved a total of 2,082 employees.

Table 6 shows that 82 railroad employees in 13 crafts or classes acquired representation for the first time by means of an election. In the airline industry 1,318 employees representing 33 crafts or classes acquired representation via an election. Nine employees in the railroad industry representing two crafts or classes acquired representation by a showing of authorization. Another 30 employees, likewise representing two crafts or classes chose, in an election, to be represented by a local organization.

A new representative was selected by 1,519 railroad employees in 17 crafts or classes. In all these cases the employees selected a national organization as their bargaining agent.

Among airline employees, there were 477 people representing six crafts or classes who acquired a new bargaining agent in an election. Their bargaining agents were all national organizations.

In the railroad industry 263 employees in six crafts or classes retained, in an election, their same organization after there was a challenge by another union. In the airline industry there were no elections involving a challenge to an incumbent union.

Table 2 summarizes mediation cases disposed of during fiscal 1967, subdivided into method of disposition, class of carrier, and issues involved. Of the total of 242 cases, 181 were railroad while 61 were airline. Mediation agreements were obtained in 115 cases: 72 railroad and 43 airlines. Two agreements to arbitrate were obtained in the railroad industry and one was obtained in the airline industry. Cases withdrawn after mediation were 19: 18 railroad and one airline. Forty-five cases were withdrawn before mediation with 41 of these being railroad and the remainder being airline. Carriers declined to arbitrate unresolved issues in five cases and the employees refused in 38 cases, and both the carrier and the employees refused in only two cases both of which involved airline disputes.

The Board dismissed 15 cases: 10 railroad and five airline. Of the total of 181 railroad cases, Class I carriers were involved in 120 disputes, Class II carriers in 18, switching and terminal companies in 32, and miscellaneous carriers in 10. One case involved an electric railroad.

5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 4,143 of a total of 6,889 employees actively participated in the outcome of the 92 representation cases. Certifications based on elections were issued in 60 cases: 28 railroad and 32 airline. Of the 28 railroad cases 35 craft or classes were involved among 1,843 employees of which 1,674 actively participated in the selection of a representative. In the 32 airline cases, among 39 crafts or classes, 1,795 employees were involved, of which 1,436 exercised their right to cast a ballot.

Certifications based on verification of authorizations were issued in only three cases in fiscal 1967. All of these cases were on the railroads and the combined total of involved employees was 31.

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. Charter VI of this report indicates that during the past fiscal year, numerous revisions in agreements covering rates of pay, rules, and working conditions were made without the active assistance of the National Mediation Board.

In the event that settlement of the dispute is not reached in the first stage, section 5, first, of the act permits either party—carrier or labor organization—or both, to invoke the services of the National Mediation Board. Applications for the assistance of the Board in disposing of disputes may be made on printed forms NMB–2, copies of which may be obtained from the Executive Secretary, National Mediation Board, Washington, D.C. 20572.

APPLICATIONS FOR MEDIATION

The instructions for filing application for mediation services of the Board call attention to the following provisions of the Railway Labor Act bearing directly on the procedures to be followed in handling disputes in which the services of the Board have been invoked. These instructions follow:

Item 1.—THE SPECIFIC QUESTION IN DISPUTE

The specific question in dispute should be clearly stated, and special care exercised to see that it is in accord with the notice or request of the party serving same, as well as in harmony with the basis upon which direct negotiations were conducted. If the question is stated in general terms, the details of the proposed rates or rules found to be in dispute after conclusion of direct negotiations should be attached in an appropriate exhibit referred to in the question. This will save the time of all concerned in developing the essential facts through correspondence by the office or preliminary investigation by a mediator upon which the Board may determine its jurisdiction. The importance of having

the specific question in dispute clearly stated is especially apparent when mediation is unsuccessful and the parties agree to submit such question to arbitration.

Item 2.—COMPLIANCE WITH RAILWAY LABOR ACT

Attention is directed to the following provisions of the Railway Labor Act bearing directly on the procedure to be followed in handling disputes and invoking the services of the National Mediation Board:

Notice of Intended Change

"SEC. 6. Carriers and representatives of the employees shall give at least thirty days' written notice of an intended change in agreements affecting rates of pay, rules, or working conditions, and the time and place for the beginning of conference between the representatives of the parties interested in such intended changes shall be agreed upon within ten days after the receipt of said notice, and said time shall be within the thirty days provided in the notice. * * *"

Conferences Between the Parties

"SEC. 2. Second. All disputes between a carrier or carriers and its or their employees shall be considered, and, if possible, decided, with all expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute.

Services of Mediation Board

"SEC. 5. First. The parties or either party, to a dispute between an employee or group of employees and a carrier may invoke the services of the Mediation Board in any of the following cases:

"(a) A dispute concerning changes in rates of pay, rules, or working conditions not adjusted by the parties in conference. * * *"

Status Quo Provisions

"SEC. 6. * * * In every case where such notice of intended change has been given, or conferences are being held with reference thereto, or the services of the Mediation Board have been requested by either party, or said Board has proffered its services, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon as required by section 5 of this Act, by the Mediation Board, unless a period of ten days has elapsed after termination of conferences without request for or proffer of the services of the Mediation Board."

Care should be exercised in filling out the application to show the exact nature of the dispute, number of employees involved, name of the carrier and name of the labor organization, date of agreement between the parties, if any, date and copy of notice served by the invoking party to the other, and date of final conference between the parties.

Section 5, first permits the Board to proffer its services in case any labor emergency is found to exist at any time. Threatened labor emergencies created by the 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.

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 exami-

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

IV. REPRESENTATION DISPUTES

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

> Representatives, for the purposes of this act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employes for the purpose 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 safekeeping. At a prearranged time the mediator secures the ballots from the postmaster and makes the tablulation. 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 reprensentatives. 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 unsucessful, 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.

277-819—68——4

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 1967 on disputes submitted to arbitration.

ARB. 289 (Case none).—*Erie-Lackawanna Railroad Company and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employes.*

Members of the arbitration board were John C. Fletcher, representing the Organization and Thomas J. Sanok, representing the carrier, and Merton C. Bernstein, selected by the parties as neutral member and chairman.

This arbitration board was established to dispose of a number of claims of employees arising out of disputes over the proper application of the Washington Job Protection Agreement of 1936 to situations involving employees who contended that they had been adversely affected in their compensation or other working conditions by the merger of the Erie Railroad and the Delaware, Lackawanna & Western Railroad.

The award was rendered March 17, 1967, disposing of claims under 14 dockets. Decisions under the dockets had a class effect in the disposition of a number of claims of employees similarly situated. The carrier member noted "dissent" to the decisions in certain dockets.

ARB. 292 (Case A-7432).—*The Clinchfield Railroad Company and Brotherhood of Railroad Trainmen and Order of Railway Conductors and Brakemen.*

Members of the arbitration board were L. R. Beals, and C. E. Charles, representing the carrier, and W. W. Carson, and J. M. King, representing the Organizations, and Byron R. Abernethy, netural member and chairman, appointed by the National Mediation Board.

This arbitration board was established pursuant to section 7, of agreements of May 25, 1951, and May 23, 1952, between the parties to this dispute, dealing with the "pooling" of cabooses. Under the

terms of these agreements, the carrier was obligated, when it desired to pool cabooses to negotiate with the Organizations representing the employees, concerning plans which would afford to crew members affected, accommodations substantially equivalent to those formerly available on assigned cabooses. The agreements also provided for submission of the controversy to arbitration under the Railway Labor Act, if direct negotiations between the parties and mediation by the National Mediation Board failed to resolve the dispute.

After the arbitration board was constituted the Organizations advised the neutral member that there existed a dispute between the parties as to the carrier's right to avail itself of the arbitration procedure of article 7, at a time when disputes were pending for consideration and decision by the respective disputes committees under other provisions of the noted agreements as to the proper application of certain provisions of article 7, with particular reference to carrier furnishing accommodations substantially equivalent to those formerly available to crew members under the operation prior to "pooling" and appropriate arrangements for supplying and servicing such "pooled" cabooses. The carrier contended that provisions of the agreements empowered the Board with the right to arbitrate the dispute for which it had been established by the National Mediation Board to resolve.

After considering the merits of the respective contentions of the parties as to the jurisdiction of the arbitration board, the neutral decided that the arbitration board should proceed to resolve the dispute, as arbitration was the method prescribed in the agreements for the resolution of the dispute and that the major differences between the parties was the furnishing by carrier of suitable equivalent accommodations.

In its, award, rendered May 3, 1967, the board detailed the types of lockers or storage facilities for employees clothing and other equipment and other facilities to be furnished by carriers at the home terminals, away-from-home terminals and other points.

The members of the board representing the Organizations declined to sign the award.

ARB. 294 (Case A-7841).—*Pan American World Airways, Inc., and Transport Workers Union of America, AFL-CIO.*

Member of the arbitration board were Robert S. Hogueland, representing the carrier and William Grogan, representing the Organization, and James C. Hill, neutral member and chairman, appointed by the National Mediation Board.

During mediation conferences conducted by the National Mediation Board, following report of Emergency Board No. 168, the parties disposed of all issues involved in a dispute for revision of their collective bargaining agreements, and as a part of the mediation settlement, agreed to submit the following issue to arbitration.

The specific question submitted to the Board was stated as follows:

To what extent shall the scheduled on duty time for Flight Service Personnel be limited?

The award of the Board rendered May 4, 1967, was as follows:

Award

1. The Agreement of the parties shall provide that no Flight Service employee shall be scheduled to be on duty for more than fourteen hours from the time he is

scheduled to report for duty at the conclusion of a rest period at his home base or layover station until his next rest period is scheduled to begin, except to the extent necessitated by a non-stop flight or to meet the requirements of military charter flights, in which case the Flight Service employee shall be compensated for all on-duty time in excess of fourteen hours at the overtime rate set forth in Article 9 (a) of the Agreement. The scheduled landing of an airplane at a point where a layover of flight service employees would be contrary to United States military regulations shall not be deemed to be a stop for the purposes of this paragraph.

2. The Agreement shall provide that Flight Services employees will not be scheduled for more than two on-duty periods with scheduled duty time in excess of twelve hours within any one monthly bid line.

3. It is recognized that the Company may adjust scheduled reporting times at base or line stations to meet the needs of the service.

4. The terms of this Award shall become effective as of July 1, 1967.

The Member of the Board representing the carrier filed a written dissent.

ARB. 295 (Case A–7967).—*Braniff Airways, Inc., and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, AFL–CIO.*

Members of the arbitration board were Malcom Harrison, representing the carrier and David A. Ligon representing the Brotherhood, and Roy R. Ray, neutral member and chairman, appointed by the National Mediation Board.

This dispute involved items remaining unsettled after direct negotiations and mediation on the proposals of both parties to revise the existing collective bargaining agreement.

The specific questions submitted to the Board were:

1. How much, if any, the rates of pay as shown in Appendix "A" of the Agreement between the parties dated March 4, 1964, should be increased?

2. What should be the effective date and duration of such increases, and the Agreement?

3. Should the Carrier be required to furnish uniforms and, if so, to what extent?

The award of the Board rendered March 31, 1967, and based on its findings was as follows:

Award

1. The Agreement shall become effective on April 15, 1967 and shall continue in full force and effect until August 1, 1969.

2. The wage rates shown in the third column of Appendix "A" of the Contract of March 4, 1964 shall be increased by five (5) percent effective retroactively to August 1, 1966 thus constituting a new base rate as of that time. This includes starting, intermediate and maximum rates. This retroactive increase shall be applicable only to those employees involved in this proceeding who are on the Carrier's active payroll at the date of this Award.

On August 1, 1967 another increase of five (5) percent shall be applied to all of the then existing base rates.

On August 1, 1968 an additional increase of five (5) percent shall be applied to the then existing base rates.

In affecting all of the increases provided for above the five (5) percent shall be added to the then existing rate and the resulting figure rounded off to the nearest dollar.

3. Where Carrier requires an employee to wear a uniform in connection with his work the Carrier shall pay the employee 50% toward the replacement cost of such basic uniform items as jacket, pants, shirts, coveralls and hat which the employee is required to replace as a result of normal wear.

Where employees are required to work outside in inclement weather Carrier shall provide the necessary protective clothing such as rain gear, parkas and boots at no cost to such employee.

This Award shall be final and binding upon the parties hereto as to the facts determined by the Board and as to the merits of the controversy. The respective parties to the Award shall each faithfully execute the same.

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 transporation 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.

Summarized below are the Reports to the President issued by Emergency Boards during the fiscal year ending June 30, 1967.

EMERGENCY BOARD No. 167 (NMB Case A-7789).—*American Airlines, Inc., and Transport Workers Union of America, AFL-CIO.*

The Emergency Board created by Executive Order No. 11291 issued by the President July 27, 1966, consisted of John T. Dunlop, professor of economics, Harvard University, Bayless A. Manning, of Stanford University School of Law and J. Patterson Drew, of Washington, D.C.

The dispute involved proposals of both parties for wage and rules changes of three separate collective bargaining agreements covering (1) mechanics and fleet service employees, (2) stock clerks and, (3) teletype operators.

In accordance with the terms of these 2-year contracts, the parties exchanged notices of intended change under section 6, of the Railway Labor Act on March 31, 1966. Direct negotiations failed to produce agreement and on April 27, 1966, the carrier invoked the services of the National Mediation Board. Mediation was unsuccessful and the NMB on June 22, 1966, proffered abitration to the parties. The carrier accepted and the Union declined the proffer of arbitration. On June 27, 1966, the National Mediation Board terminated its services. The President was notified in accordance with section 10 of the act, and on August 27, 1966, created this Emergency Board to investigate and report of the dispute.

The Emergency Board issued its report to the President on August 27, 1966.

In its report to the President the Board observed that collective bargaining efforts of the parties had been made extremely difficult by events beyond the control of either party. It noted that at the time of the appointment of this Emergency Board and during most of the time the dispute was under consideration, its members were faced with an unsettled dispute between the International Association of Machinists & Aerospace Workers and five major trunk air carriers, involving substantially the same type of employees; that a strike interrupting the services of these five carriers had been in effect since July 8, 1966, and had not been settled until August 19, 1966 (8 days before issuance of the report of this Emergency Board). It noted also that another dispute between TWU mechanics and Pan American World Airlines had failed of settlement in direct negotiations and was being progressed through the procedures of the Railway Labor Act shortly behind the present dispute.

Thus the Board recognized that the fundamental problem was not reluctance of the parties to engage in effective collective bargaining, but that both sides were hesitant to act in view of the pending unsettled disputes and other complicating factors having a direct bearing on final settlements which undoubtedly would be regarded as setting a pattern for settlement of disputes involving substantially similar employees in the airline industry. As a result, the Board noted, that little or no progress had been made by the parties in direct negotiations and subsequent mediation, and that the dispute had come to it with 43 unsettled issues out of a total of 45, covered by the original section 6 notices of the parties.

The Board said that under these circumstances, it first directed its efforts through mediation conferences to progressing the dispute toward a settlement or to at least narrow the points of differences between the parties. It, therefore, deferred hearings until the latter part of the 30-day period fixed by the act to issue its report.

The Board felt that these conferences and hearings had clarified the issues and generally had been of material assistance to the parties in their efforts to reach agreement. Hence, the Board concluded that its recommendations for settlement should be less specific than was customary for emergency board reports, because it felt that in the current posture of negotiations specific recommendations on all 43 issues in dispute would be more likely to harden the positions of the parties than to promote an early and responsible settlement.

The Board approached its recommendations by dividing the controversy into two broad areas; i.e., wages (or so-called "money" issues) and rules governing working conditions. In the wage area, the Board recommended not what the settlement should be, but rather what the settlement should include, without delineating how the recommendations should be implemented. The Board felt that the negotiations for agreement in the wage area should treat with the following:

> General wage rate increase in percentage terms and duration of contract; differential of the line mechanic; holidays; premium for holiday work; vacations; health-welfare plan and pensions.

Some of the other issues treated in the recommendations included grievance procedures and related issues. The Board felt that the present grievance procedure was inadequate and not functioning properly. The Board recommended that the parties obtain the services of three experienced neutrals to review the present system and recommend ways to improve the grievance procedures and thereafter to serve as neutrals or referees under the agreement.

Los Angeles Maintenance Base.—The Board noted that carrier's proposal seeks different methods of assignment of line mechanics and other employees, at this, the carrier's largest field station and fleet base for four-engine jet aircraft; that carrier contended that this station has been operating below maximum efficiency because of present local work rules which treat the work force as a unit for purposes of overtime, vacations, leave, days off and shift differentials, and that the employees bid for assignments on a seniority basis every 28 days. The Board observed that this situation has been a source of friction between the parties for a long period of time and recommended that the parties review the problem with a view to adopting a plan which will provide reasonable protection for the seniority and other rights of the employees and afford the carrier reasonable managerial flexibility at this base.

Stores Agreement.—The Union had proposed amendment to the scope rule to protect work functions of the Stores unit against infringement by subcontraction and other practices. The Company felt that in the interests of good progressive management it should have the right to utilize modern procedures in this area. The Board suggested that this problem be dealt with by (1) improvement in the grievance procedure, (2) sensitivity on the part of the carrier in administration of the Stores Agreement in recognition of the problems comprehended by the union's proposal and, (3) a mutual understand-

ing between the parties that individual job security is not in danger and a realistic appraisal by the Stores unit as to employment prospects or growth in numbers of stores employees in the years ahead.

In summary, the Board noted that at the time of its appointment there were 43 unresolved issues out of a total of 45. The Board felt that there was in actuality basic agreement in six areas, reducing the open issues to 37; that 19 of these were disposed of by the wage recommendations, and money package proposals and specific items mentioned above. As to the remaining 18, the Board stated that it felt that 10 issues dealt with problems involving the day to day maintenance of the contract and would be out of the Board's realm of knowledge, but it expressed confidence that the solution to these would be found by the parties in the course of reaching agreement on the central issues in dispute. This left eight items, four of which related to problems concerning the cross-utilization of manpower between occupational classifications and four could be regarded as local issues. The Board outlined suggestions to be explored by the parties for disposition of these items.

EMERGENCY BOARD NO. 168. (NMB Case A–7841).—*Pan American World Airways, Inc., and certain of its employees represented by the Transportation Workers Union of America, AFL–CIO.*

The Emergency Board created by Executive Order No. 11308 issued by the President September 30, 1966, consisted of David H. Stowe, Bethesda, Md., Chairman, Charles M. Rehmus of Ann Arbor, Mich., member, and Jerre S. Williams, Austin, Tex., member.

This dispute involved proposals of both parties for wage and rules changes of three separate collective bargaining agreements covering (1) mechanics and ground service employees, (2) flight service employees (stewards, stewardesses, and pursers), and (3) port stewards (non-flight employees who handle stores material for aircraft).

Direct negotiations between the parties in June 1966 failed to produce settlement, and the carrier applied to the National Mediation Board for mediation services on June 27, 1966. When mediation of the dispute proved unsuccessful, arbitration was proffered to the parties on August 25, 1966. Following a declination to arbitrate by the Union, the National Mediation Board terminated its services September 1, 1966. Subsequent negotiations between the parties were unavailing and a strike deadline was set.

On September 30, 1966, the President created this Emergency Board. After investigation of the dispute, the Board issued its report to the President on October 30, 1966.

In its report to the President, the Board reviewed concurrent developments in other airline disputes involving substantially the same type of employees as in this dispute.

It noted that the negotiations of the parties, the mediation efforts and the work of the Board in this dispute had been carried on against a background of two major disputes in the airline industry that preceded it. It referred first to the protracted dispute between the International Association of Machinists & Aerospace Workers, and five trunk airlines operating in the United States, which was the subject of investigation and report of Emergency Board No. 166. The other dispute referred to involved TWU and American Airlines, which was being progressed through the procedures of the Railway Labor Act while the IAM strike was still in progress. The Board noted that this dispute was also settled by further collective bargaining

between the parties, after report of Emergency Board No. 167 issued August 27, 1966.

The Board observed that these events had a significant impact on the collective bargaining efforts of the parties, each considering its position in the light of concurrent developments in other airline negotiations.

The Board reviewed the various elements in this dispute considered by it in making its report and recommendations, including the fact that this carrier is wholly engaged in international flight operations, with no domestic route structure and the effect of the recent settlements on the economy and the general level of future wage settlements. It concluded that it would be unrealistic to assume that a settlement in this dispute could be reached on the basis of recommendations inconsistent with comparable benefits TWU had obtained through collective bargaining with another major carrier covering substantially similar types of employees.

In general, the recommendations covered:

Wage Increases and Duration of Contract.—The Board recommended an increase in present hourly rates of three increments of 5 percent each, spaced comparably to the American Airlines-TWU settlement; that the contract period be 32 months, and left to the parties the question of whether wages should be subject to "re-opening" during the life of the contract, based on cost of living considerations.

Rules.—Some 40 rules proposals of the parties involving numerous issues were covered by the Board's recommendations. These proposals related to a wide range of issues both local and national in scope, dealing with flight and nonflight personnel. The recommendations also included duty hours, flight-time limitations and other work-rules relating to flight personnel.

The Board reviewed at length the aspects of the proposals of the parties for changes in fringe benefits and revision of work-rules of the three contracts and made recommendations on a wide range of carrier and union proposals. Including changes in the Pension, Health-Welfare and Sick Leave Plans of the contracts.

The Board recommended withdrawal of certain union proposals, including its proposal for a shorter workweek, increases in overtime compensation, premium pay for Saturday and Sunday work, improved vacations, increase in longevity pay and increase in shift differentials and also withdrawal by carrier of certain of its proposals, including a proposal for arbitration of new contract terms.

EMERGENCY BOARD NO. 169 (NMB Case A–7949).—*Carriers represented by the National Railway Labor Conference and the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees, functioning through the Railway Employees' Department, AFL–CIO.*

The Emergency Board created by Executive Order No. 11324, issued by the President, January 28, 1967, consisted of David Ginsburg, Washington, D.C., Chairman, Frank J. Dugan, professor of law, Georgetown University Law Center, member, and John J. McConnell, president of the University of New Hampshire, member.

Parties to the Dispute

The carriers involved in this dispute comprised virtually all of the Class 1 carriers in the United States. The employees, involved were approximately 137,000 shopworkers, represented by the following

unions, functioning through the Railway Employees' Department, AFL–CIO:

International Association of Machinists & Aerospace Workers;
International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers & Helpers;
Sheet Metal Workers' International Association;
International Brotherhood of Electrical Workers;
Brotherhood of Railway Carmen of America;
International Brotherhood of Firemen & Oilers.

These employees perform services as journeymen mechanics, their helpers and apprentices, powerhouse employees and railway shop laborers. It is the primary responsibility of these employees to inspect, maintain, and repair all types of locomotives, freight and passenger cars, all work equipment such as cranes, hoists, work cars, wreck equipment, and the shop machinery and equipment. They also operate and maintain the stationary powerplants and power stations where electricity is generated to furnish power and heat to the shops and buildings.

Background of the Dispute

On May 17, 1966, the organizations served notices under section 6, of the Railway Labor Act, as amended, requesting a general increase of 20 percent in all wage rates and differentials, the establishment of procedures for periodic cost of living adjustments, shift differentials, additional overtime pay, vacation and paid holiday improvements, jury duty pay and the establishment of a 30-minute paid lunch period on each shift.

Subsequently, in June 1966, various proposals were served by the individual carriers on the organizations. Among the changes requested were a revision of the vacation agreement, elimination of certain craft jurisdictional barriers, a revision of the rules governing the work of car inspectors, greater freedom to institute technological operational and organizational changes, establishment of entrance rates, compulsory retirement age limits, revision of the 40-hour workweek rules, establishment of a rule to prohibit duplicate punitive holiday payments, elimination of the advance notice requirement for emergency force reductions and the establishment of a rule that would require adherence to the common law rule of damages for breach of collective bargaining contracts. The carriers subsequently withdrew their car inspector proposal and the unions withdrew their paid lunch period proposal.

Conference were held between the individual carriers and the organizations; no agreements were reached; both the carriers and the organizations thereupon authorized national handling of the dispute.

Negotiations on a national level began on September 28, 1966, in Washington, D.C. Following a 2-day meeting in Chicago beginning October 11, 1966, the parties agreed to seek the assistance of the National Mediation Board. Mediation commenced October 19, 1966, and continued intermittently through January 6, 1967, when the National Mediation Board advised the parties that its mediation efforts had been unsuccessful and proffered arbitration. The carriers accepted the National Mediation Board's request; the organizations declined. On January 13, 1967, the National Mediation Board notified the parties that it was formally terminating its services.

On October 25, 1966, the organizations had polled their members and received strike authorization in the event a satisfactory settlement was not negotiated. A legal and peaceful withdrawal from service was set for February 13, 1967.

The National Mediation Board then 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 thereupon created this Emergency Board. Hearings began in Washington, D.C., on February 1, 1967.

Subsequent to the creation of the Board, the parties by stipulation, approved by the President, agreed to extend the time within which the Board must report its findings to the President until March 13, 1967, and to extend the period of statutory restraint until April 12, 1967.

The Emergency Board submitted its report and recommendations to the President, March 10, 1967.

In its report to the President, the Board recognized the question of wage increase as the major controversy between the parties among the 17 unsettled issues on which material was supplied for the record.

As to the general wage issue, the Board noted that there were two aspects to this issue, first, the amount of any across-the-board wage rate increase and secondly, the establishment of greater differentials between the skilled and unskilled in the several crafts within the industry and, at the same time, the establishment of comparability between wages of the shopcrafts and wages for similar work outside the railroad industry.

The Board recommended that the shopcraft employees accept a 5-percent increase in wages, effective January 1, 1967, for a 2-year contract with reopener for general wages at the end of the first year. It noted that most of the railroad employees have already settled on the 5-percent basis and felt that a general wage increase of more than 5 percent was not justified by the record before it.

As to the second aspect of the general wage issue; i.e., the problem relating to the narrowing of pay differentials between skilled and unskilled employees, the Board observed that for the past 30 years, the unions have made periodic wage increase settlements on a uniform cents-per-hour basis for all shopcraft employees and that the result has been to compress severely the wage differentials between skilled and unskilled shopcraft employees and to widen the wage disparity between skilled workers in the roadroad shops and skilled workers in other industries.

The Board stated that both parties recognized that there is a serious wage compression and that it cannot be corrected in a single step.

The Board concluded that an inequity existed, but that no data was available to the Board which would permit it to establish precisely the proper wage differentials between the skilled and the unskilled in the railroad shops and proper relationships between journeymen shopcraft employees and similarly skilled workers in outside industries.

The Board therefore recommended that a comprehensive job evaluation study be made and outlined steps or procedures for the parties to initiate and complete the study. It recommended that the parties begin negotiations promptly to determine the amount of money to be placed in escrow by the carriers, as a "down payment" to correct existing wage inequities between the skilled and unskilled shopcraft em-

ployees. If the parties were unable to agree on the amount to be placed in escrow, the Secretary of Labor should be authorized to designate a Board for final and binding arbitration or establish an alternate procedure to set the amount.

The Board further recommended that the scope of the study should be broad and have as its purpose rationalization of the wage structure within the railroad shops including a study of intercraft and interclass wage inequities as well as a meaningful comparison with similar jobs in outside industry, including an "incumbent clause" whereby no employee would suffer loss as a result of the job evaluation study. The recommendations also provided that if the parties failed to agree on procedures for making the job evaluation study, or if the study failed to establish acceptable wage differentials, the parties should agree to final and binding arbitration by a Board appointed by the Secretary of Labor for decisions on these points.

The Board also recommended that the present rules of the shopcraft agreements be modified to grant 3 weeks vacation after 10 years of service rather than after 15 years, and withdrawal of all other issues by both carriers and unions in line with settlements already negotiated between carriers and nonoperating unions (other than those involved in this dispute).

EMERGENCY BOARD NO. 170. (NMB Cases A–7970 and E–322).—*The Long Island Railroad Co. and certain of its employees, represented by the Brotherhood of Railroad Trainmen, International Brotherhood of Electrical Workers, and International Association of Machinists & Aerospace Workers.*

The Emergency Board created by Executive Order 11343 issued by the President April 12, 1967, consisted of George Edward Reedy, Jr., Chairman, New York, N.Y., Roland Boyd, McKinney, Tex., member, and N. Thompson Powers, Washington, D.C., member.

This Emergency Board was created to investigate and report on three separate disputes involving wage and rules change proposals of (1) the Brotherhood of Railroad Trainmen, representing train and yard service employees, patrolmen and special service attendants in passenger cars, and proposals of (2) the International Brotherhood of Electrical Workers, representing electrical workers, their helpers and apprentices and (3) the International Association of Machinists & Aerospace Workers, representing machinists, helpers and apprentices. The carrier served counter proposals in each dispute.

In its report to the President issued May 12, 1967, the Board noted that the labor organizations involved, particularly the machinists and electrical workers, contended that for the purposes of contract terms covering wages and working conditions, the Long Island Railroad should be considered part of the metropolitan New York Transit System, rather than as part of the national railroad system.

The Board reviewed the operations of this carrier as developed by the hearings, and concluded it formed an integral part of the metropolitan New York Transit the public were comparable to the services rendered by the Transit Authority and Port Authority Trans-Hudson (approximately 75 percent of passengers using the Long Island Railroad are commuters).

The Dispute Involving the Brotherhood of Railroad Trainmen

The Board first considered the proposals of this Organization, which has bargained apart from railroad national wage and rules movements

since 1959, and instead has handled its wage and rules negotiations with this carrier separately.

The Board observed that the proposals of this Organization included a request for a 20-percent wage increase and improvement in "fringe" benefits. Comprehended in its section 6 notices were requests for recognition of comparability for special service attendants in passenger cars (with the highest rates paid on any railroad). Also demands for a 5-day week, with 6 days pay for yard service employees; for incorporation of the passenger service guarantees and of special freight service arbitraries into basic daily rates for such service and for overtime at time and one-half for passenger service; that through these demands the Brotherhood sought to complete the movement it began in 1960 and continued in 1964 to obtain for all train and yard service employees a 5-day week with full cost impact in terms of overtime, holiday and vacation pay; that the Brotherhood gave prime importance in this dispute to these demands and also for the attainment of wage comparability for patrolmen and special service attendants in passenger cars as above stated. The Board characterized these demands as the "Number One Items" in the Brotherhood's proposals.

The Board concluded that the "Number One Items" of the Brotherhood, presented a combination of issues, some of which required development of factual data, including studies of job content and costs, and that others appeared to fall into areas of collective bargaining where resolution is possible only through a meeting of minds of the parties or through a test of strength.

The Board then made the following recommendations:

(*a*) The wages of employees represented by the Brotherhood should be increased 5 percent (including the 3.2 percent already granted) retroactive to October 1, 1966, with a further 5 percent increase to take effect October 1, 1967.

(*b*) The "Number One Items" of the Brotherhood should be presented to a mediator-factfinder authorized to recommend by January 1, 1968, revisions in the contract terms to achieve any of these demands considered appropriate.

(*c*) No further change in the contract concerning wages or other aspects of the "Number One Items" should be permitted prior to October 1, 1968.

Also recommended was a fifth week of vacation after 20 years of service, an additional paid holiday on the basis of its overall recommendation, and that the parties negotiate on the question of an appropriate additional monthly health and welfare contribution by carrier in the range between $3 and $6 per employee.

The Board recommended that all other proposals of the Brotherhood and Carrier be withdrawn.

The Dispute Involving the International Brotherhood of Electrical Workers and the International Association of Machinists & Aerospace Workers

The Board noted that until 1966 the electricians' and machinists' organizations bargained with this carrier as part of the national railroad shopcraft wage and rules movements, but that they declined to participate in national bargaining of their current demands; that in May 1966 both organizations served separate but identical demands on this carrier for an increase in the minimum straight time rate for journeymen from $3.0465 to $3.2064 and a 30-percent wage increase

for all rates including the $3.2064 rate effective January 1, 1967, and for improvement in "fringe" benefits.

The Board noted that the wage increase was the major item in these demands and was intended to raise wage rates of the employees in the two crafts involved to the wage levels of similar craftsmen working for the New York Transit Authority and the Port Authority Trans-Hudson Corp.

The Board reviewed the contentions of the carrier: That most of its wages and working conditions are set on the pattern of national, not local agreements; that wage rates for the various crafts on this carrier have traditionally maintained a close relationship to each other; that any increases given the employees in this case would have to be matched by corresponding increases to other crafts on the Long Island Railroad; and the carrier's inability to pay the increases without additional revenues from increased rates.

The Board concluded that it felt a deviation from the national railroad wage pattern for craftsmen on the Long Island was inevitable and on the record before it also seemed justified. It made the following guideline recommendations for consideration of the parties which it felt would produce a basis for solution of their problems in further collective bargaining.

RECOMMENDATIONS

1. The principle of comparability for Long Island Railroad machinists and electricians with those employed by the Transit Authority and Port Authority should be recognized.

2. Significant immediate movement toward such comparability in wage rates should be negotiated by the parties. Such negotiations should include restructing of the pay grades within the two crafts to insure that the higher rates are paid only to those doing work which is truly equivalent to that being performed for the other commuter systems and to keep this movement within practical cost limits.

3. The agreement to be negotiated should be for at least a three year period to permit the wage inequity to be corrected in stages of one kind or another and to give the Carrier an opportunity to stabilize at least this part of its labor costs in the near future.

The Carrier and the state agencies controlling it may need to precede such negotiations by deciding how to phase such a wage movement into a realistic pattern of craft wage movements on the Long Island Railroad and other parts of the New York commuter systems. Such considerations would no doubt be enhanced by studies of job content. However, a beginning should not be delayed until such studies are completed. The machinists and the electricians on the Long Island Railroad are entitled to some immediate recognition of their claims to comparability.

This Board has carefully considered the advantages and disadvantages of translating these general recommendations into a recommended cents per hour or percentage increase. It has decided not to do so, however, believing that the agreement of the parties will be facilitated if they are left to work this out for themselves, once they accept a common standard of comparability within the New York metropolitan commuter service area.

Increased vacations, more paid holidays and paid lunch periods were discussed at the hearing by all interested parties and considered by the Board in its deliberations. We consider these issues incidental to the major issue of wages, and ones which the parties can resolve to their satisfaction once the wage issue is settled.

The other demands for an overtime premium, shift differential and cost of living escalator, would each involve substantial additional costs for the Carrier. The Organizations made a strong case for the recognition of a shift differential. However, in view of the costs involved in moving toward the desired wage comparability, the Board does not consider it appropriate to recommend granting a shift differential or any of the other demands of the Organizations as part of a settlement of the present dispute.

The Carrier has proposed various rule changes to improve its efficiency and minimize its costs. In evaluating the Organizations' demand for comparability in wages with the Transit Authority and Port Authority, some rule changes may be a necessary part of further adapting the Carrier to efficient commuter service and to the high labor standards that have come to be prevailing in the New York commuter area. The Board is not prepared to recommend an adoption of any of the specific changes proposed by the Carrier, however, and instead recommends their withdrawal.

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 33-year period of 1935–67. During the last fiscal year, 12 new agreements in the railroad industry and 28 in the airline industry were filed with the Board. A total of 5,275 agreements are on file in the Board's office; of these, 318 are with air carriers.

In addition to the agreements indicated above, the Board received, as a result of expanded efforts to keep all agreements current, copies of numerous revisions and supplements to existing agreements previously filed.

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.

277–819—68——5

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 folowing a hearing, at which both parties may present and defend their respective positions.

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

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

> The Board has said many times that it will not proceed under section 5, second, to decide specific disputes. This is not a limitation imposed upon itself by the Board, but is a limitation derived from the meaning and intent of section 5, second, as distinguished from the meaning and intent of section 3.
>
> We have by our intermediate findings held that it was our duty under the facts of this case to proceed to hear the parties on all contentions that each might see fit to make. That was not a finding, however, that we had authority to make an interpretation which would in effect be a resolution of the specific dispute between the parties. The intent and purpose of section 5, second, is not so broad.
>
> The legislative history of the Railway Labor Act clearly shows that the parties who framed the proposal in 1926 and took it to Congress for its approval, did not intend that the Board then created would be vested with any large or general adjudicatory powers. It was pointed out in the hearings and debate,

that it was desirable that the Board not have such power or duty. During the debate in Congress, there was a proposal to give the Board power to issue subpoenas. This was denied because of the lack of need. It was believed by the sponsors of the legislation that the Board should have no power to decide issues between the parties to a labor dispute before the Board. The only exception was the provision in section 5, second. This language was not changed when section 3 was amended in 1934 and the National Railroad Adjustment Board was created.

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

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

During the fiscal year, 1967, the Board was called upon to interpret the terms of two mediation agreements, which added to the three requests on hand at the beginning of the fiscal year made a total of five under consideration. At the conclusion of the fiscal year two requests had been disposed of while three were pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 112 cases under the provisions of section 5, second, of the Railway Labor Act, as compared to a total of over 4,344 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 33-year existence the adjustment board has received 66,728 cases and has disposed of 61,832. Table 9, this report, showns that 2,433 cases were disposed of in fiscal 1967—1,438 by decision and 995 by withdrawal. In the fiscal year 1967, 1,689 new cases were received compared with 1,554 received during fiscal 1966.

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 increased as a result of the decision of the U.S. Supreme Court, March 25, 1957 (*BRT* v. *CRI RR Co.*, 353 U.S. 30).

5. PUBLIC LAW 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 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 are reproduced in this chapter VII.

The Board anticipates that Public Law (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.

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.

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 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.]

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:

Charles H. Callahan
A. Alfred Della Corte
Chas. M. Dulen
Lawrence Farmer
Robert J. Finnegan
Eugene C. Frank
Arthur J. Glover
Edward F. Hampton
Richard R. Kasher
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
Luther G. Wyatt

MEMBERS, NATIONAL MEDIATION BOARD

Name	*Appointed*	*Termination*
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, 1970.
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 1967 the Congress appropriated $2,085,000 for administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediations, $767,300; voluntary arbitration and emergency disputes, $460,000; adjustment of railroad grievances, $857,700.

Accounting of all moneys appropriated by Congress for the fiscal year 1967, pursuant to the authority conferred by "An act to amend the Railway Labor Act approved May 20, 1926" (amended June 21, 1934);

Expenses and obligations:	
Personal services	$1,548,386
Personnel benefits	86,875
Travel and transportation of persons	197,518
Rent, communications, and utilities	54,479
Printing	64,029
Other services	20,203
Supplies and materials	18,045
Equipment	12,050
Total	2,001,585
Unobligated balance	83,415
Amount available	2,085,000

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

H. V. BORDWELL, *Chairman*
R. E. STENZINGER, *Vice Chairman*

ANDERSON, D. S.[1]
BAGWELL, C. E.
BARNES, C. R.
BLACK, R. E.
BRAIDWOOD, H. F. M.
BURTNESS, H. W.
BUTLER, F. P.
CARLISLE, J. E.
CARTER, P. C.
CONWAY, C. A.
DEANE, A. H.
DELANEY, R. E.[2]
EUKER, W. F.
HAGERMAN, H. K.[3]
HORSLEY, E. T.
HUMPHREYS, P. R.
KASAMIS, G. P.
KIEF, C. E.
LEVIN, K.
MCDERMOTT, E. J.
MELBERG, C. L.[4]
MEYERS, W. R.
MILLER, D. A.
NAYLOR, G. L.[5]
ORNDORFF, GERALD
OTTO, A. T., Jr.
RYAN, W. J.
STRUNCK, T. F.
TAHNEY, J. P.
UPTON, B. G.
VANDER HEI, S.
WERTZ, O.
WHITE, G. C.
WHITEHOUSE, J. W.

Third Division Supplemental Board

ALTRUS, W. W.
DEROSSETT, R. A.
HACK, R. H.
HARPER, H. G.
JONES, W. B.[6]
MANOOGIAN, C. H.
MATHIEU, J. R.[7]
ROBERTS, W. M.
WATKINS, D. E.
WILLEMIN, J. M.

[1] Replaced W. H. Kaiser.
[2] Replaced G. L. Buuck.
[3] Replaced J. R. Mathieu.
[4] Replaced W. B. Jones.
[5] Replaced D. S. Dugan.
[6] Replaced G. L. Naylor.
[7] Replaced H. K. Hagerman.

Accounting for all moneys appropriated by Congress for the fiscal year 1967, 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"		$857,700
Transferred from National Mediation Board		25,000
Total		882,700
Expenditures:		
Salaries of employees	$456,689	
Salaries of referees	248,350	
Personnel benefits	41,627	
Travel expenses (including referees)	44,907	
Transportation of things	190	
Communication services	14,461	
Printing and reproduction	56,025	
Other contractual services	3,840	
Supplies and materials	10,407	
Equipment	6,117	
Total expenditures		882,613
Unexpended balance		87

Organization–National Railroad Adjustment Board, Government employees, salaries, and duties

Name	Title	Salary paid	Duties
Pope, Patrick V	Administrative officer	$13,396.96	Subject to direction of Board, administers its governmental affairs.
Dillon, Mary E	Assistant administrative officer.	8,814.48	Secretarial, accounting and auditing.
Swanson, Ronald A	Clerical assistant	2,460.80	Assists in accounting and auditing
Berg, Floyd G	Clerk	2,817.76	Clerical.
FIRST DIVISION			
Killeen, Eugene A	Executive secretary	$12,109.12	Administration of affairs of division and subject to its direction.
Benecke, K. A	Secretary (confidential assistant).	6,616.08	Secretarial, stenographic and clerical.
Dever, Nancy J	Secretary (administrative assistant).	7,022.48	Do.
Ellwanger, D. M	Secretary (confidential assistant).	8,208.08	Do.
Fisher, Doris S	----do	7,536.88	Do.
Howat, Helen S	----do	7,328.08	Do.
Lorr, Patricia L	----do	2,193.60	Do.
Morgan, Ruth B	----do	7,766.48	Do.
Pett, Lawrence H	Clerical assistant	7,119.28	Do.
Roudebush, E. A	Secretary (confidential assistant).	7,975.28	Do.
Smith, Joan M	----do	8,184.08	Do.
Sullivan, J. A	----do	7,328.08	Do.
Williams, M. M	----do	7,975.28	Do.
LaSpina, T. R	----do	4,016.88	Do.
Flakus, James T	Clerk	942.92	Clerical.
FIREMEN'S SUPPLEMENTAL BOARD			
Milligan, June R	Secretary	$4,212.88	Secretarial, stenographic and clerical.
Pappas, Mildred G	----do	4,475.68	Do.

Name	Title	Salary paid	Duties
	REFEREES		
Abernethy, Byron R.: 14 days @ $100 per day.	----------	$1,400.00	Sat with division as a member to make awards, upon failure of division to agree or secure majority vote.
Daugherty, Carroll R.: 15 days @ $100 per day.	----------	1,550.00	Do.
Dolnick, David: 14 days @ $100 per day.	----------	1,400.00	Do.
Larkin, John Day: 17¾ days @ $100 per day.	----------	1,775.00	Do.
Moore, Preston J.: 21¾ days @ $100 per day.	----------	2,175.00	Do.
Rohman, Murray M.: 5¼ days @ $100 per day.	----------	525.00	Do.
Sempliner, Arthur W.: 23¾ days @ $100 per day.	----------	2,375.00	Do.
	SECOND DIVISION		
McCarthy, C. C	Executive secretary	$11,097.68	Administration of affairs of division and subject to its direction.
Cabay A. C	Secretary (confidential assistant).	3,720.00	Secretarial, stenographic and clerical.
Gebbia, C. A	----do	4,340.00	Do.
Lamborn, D. T	Secretary (administrative assistant).	6,906.16	Do.
Loughrin, C. A	Secretary (confidential assistant).	6,927.32	Do.
Mills, Frances	----do	6,552.08	Do.
Shaughnessy, M. V	----do	8,392.88	Do.
Smith, L. E	----do	5,644.80	Do.
Stanger, D. M	----do	6,856.88	Do.
Thomas, C. G	----do	8,184.08	Do.
Vought, M. R	----do	8,208.08	Do.
Williams, D. M	----do	8,392.88	Do.
Humphreys, P. J	----do	1,090.48	Do.
Roberts, N. K	----do	1,134.48	Do.
Spencer, L. M	----do	2,826.48	Do.
Brasch, Rosemarie	Clerk (typing)	5,913.12	Typing and clerical.
Donfris, V. D	----do	4,323.68	Do.
	REFEREES		
Abrahams, Harry: 86 days @ $100 per day.	----------	$8,600.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Dugan, Paul C.: 41½ days @ $100 per day.	----------	4,150.00	Do.
Hall, Levi M.: 7 days @ $100 per day.	----------	700.00	Do.
Harwood, Ben: 96½ days @ $100 per day.	----------	9,650.00	Do.
Johnson, Howard A.: 108 days @ $100 per day.	----------	10,800.00	Do.
McMahon, Donald F.: 29 days @ $100 per day.	----------	2,900.00	Do.
Weston, Harold M.: 130¾ days @ $100 per day.	----------	13,075.00	Do.
Whiting, Dudley E.: 1 day @ $100 per day.	----------	100.00	Do.

Name	Title	Salary paid	Duties
	THIRD DIVISION		
Schulty, S. H	Executive secretary	$12,109.12	Administration of affairs of division and subject to its direction.
Paulos, A. W	Assistant executive secretary.	7,711.28	Assists executive secretary.
Carley, Y. V	Secretary (confidential assistant).	7,328.08	Secretarial, stenographic, and clerical.
Frey, C. E	do	8,184.08	Do.
Harding, E. L	do	2,162.16	Do.
Humes, E. A	do	3,844.00	Do.
LaChance, K. V	do	7,463.28	Do.
Mainellis, P. E	do	7,766.48	Do.
Musage, M. A	do	6,786.48	Do.
Patela, L. A	Secretary (administrative assistant).	6,222.88	Do.
Price, G. L	Secretary (confidential assistant).	5,343.20	Do.
Schiller, B. J	do	7,119.28	Do.
Vorphal, J. A	do	7,838.48	Do.
Glenn, A. N	do	1,671.44	Do.
Gonda, A. G	do	2,815.86	Do.
Swanson, R. A	do	5,530.48	Do.
Czerwonka, V. C	Clerk (typing)	6,126.56	Typing and clerical.
Stevens, J. L	do	5,467.12	Do.
Telma, D. A	do	779.00	Do.
Parker, B. J	Clerk	3,752.00	Clerical.
Kolinski, C. J	do	843.54	Do.
	REFEREES		
Dolnick, David: 45½ days @ $100 per day.		$4,550.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Dorsey, John H.: 80½ days @ $100 per day.		8,050.00	Do.
Engelstein, Nathan: 12 days @ $100 per day.		1,200.00	Do.
Hamilton, Donald E.: 65½ days @ $100 per day.		6,550.00	Do.
Harr, Don J.: 61½ days @ $100 per day.		6,150.00	Do.
Ives, George S.: 141½ days @ $100 per day.		14,150.00	Do.
Lynch, Edward A.: 142½ days @ $100 per day.		14,250.00	Do.
Mesigh, Herbert J.: 70½ days @ $100 per day.		7,050.00	Do.
Miller, Wesley: 40¾ days @ $100 per day.		4,075.00	Do.
Rohman, Murray M.: 32¾ days @ $100 per day.		3,275.00	Do.
Stark, Arthur: 23¼ days @ $100 per day.		2,325.00	Do.
Wolf, Benjamin H.: 20¾ days @ $100 per day.		2,075.00	Do.
Zack, Arnold M.: 40¼ days @ $100 per day.		4,025.00	Do.
	THIRD DIVISION SUPPLEMENTAL BOARD		
Arnold E. L	Secretary	$7,094.48	Secretarial, stenographic, and clerical.
Balskey, C. V	do	8,208.08	Do.
Bulis, Eugenia	do	7,536.88	Do.
Conroyd, S. T	do	6,624.08	Do.
Donfris, V. D	do	1,685.60	Do.
Erickson, L. H	do	7,328.08	Do.
Glenn, A. N	do	6,721.44	Do.
Pippenger, F. E	do	49.60	Do.
Steele, B. M	do	7,271.28	Do.
Felber, S. L	do	3,670.40	Do.
Harding, Edna L	do	5,165.92	Do.
Hiebel, M. R	do	6,975.53	Do.
Price, G. L	do	1,288.88	Do.
Smith, L. E	do	2,539.28	Do.

Name	Title	Salary paid	Duties
	REFEREES		
Brown, David H.: 32¾ days @ $100 per day.	----------	$3,275.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Devine, Arthur W.: 74¾ days @ $100 per day.	----------	7,475.00	Do.
Dorsey John H.: 155¼ days @ $100 per day.	----------	5,525.00	Do.
Dugan, Paul C.: 23 days @ $100 per day.	----------	2,300.00	Do.
Engelstein, Nathan: 112 days @ $100 per day.	----------	11,200.00	Do.
Hall, Levi M.: 51½ days @ $100 per day.	----------	5,150.00	Do.
House, Daniel: 123 days @ $100 per day.	----------	12,300.00	Do.
Kabaker, David: 61 days @ $100 per day.	----------	6,100.00	Do.
Kenan, Thomas J.: 48 days @ $100 per day.	----------	4,800.00	Do.
McGovern, John J.: 72¼ days @ $100 per day.	----------	7,225.00	Do.
Perelson, Bernard E.: 16¾ days @ $100 per day.	----------	1,675.00	Do.
Rambo, Dan: 9½ days @ $100 per day.	----------	950.00	Sat with division as member to make awards, upon failure of division to agree or secure majority vote.
Ritter, Gene: 70½ days @ $100 per day.	----------	7,050.00	Do.
Williams, Peyton: 3¼ days @ $100 per day.	----------	325.00	Do.
Woody, Claude S.: 62¾ days @ $100 per day.	----------	6,275.00	Do.
Zumas, Nicholas H.: 58½ days @ $100 per day.	----------	5,850.00	Do.
	FOURTH DIVISION		
Humfreville, M. L.	Assistant executive secretary.	$9,040.08	Administration of affairs of division and subject to its direction.
Adams, H. V.	Secretary (confidential assistant).	8,208.08	Secretarial, stenographic, and clerical.
Lane, R. M.	Secretary (administrative assistant).	3,812.64	Do.
O'Brien, K. M.	Secretary (confidential assistant).	4,216.00	Do.
Cordaro, S. J.	----do----------	2,169.28	Do.
Daigger, L. C.	Secretary (administrative assistant).	1,488.00	Do.
	REFEREES		
Coburn, William H.: 17½ days @ $100 per day.	----------	$1,750.00	Sat with division as member to make awards, upon failure of division to agree to secure majority vote.
Dolnick, David: 2 days @ $100 per day.	----------	200.00	Do.
Seidenberg, Jacob: 73 days @ $100 per day.	----------	7,300.00	Do.
Weston, Harold M.: 27¼ days @ $100 per day.	----------	2,725.00	Do.

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

433 West Van Buren Street, Chicago, Ill. 60607

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1966–1967

J. E. CARLISLE, *Chairman*
K. LEVIN, *Vice Chairman*

H. V. Bordwell
H. W. Burtness
G. L. Buuck[1]
R. E. Delaney[2]
W. F. Euker
E. T. Horsley
Don A. Miller
W. R. Meyers
S. Vander Hei

E. A. KILLEEN, *Executive Secretary*

JURISDICTION

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

Cases docketed fiscal year 1966–67; classified according to carrier party to submission

Name of carrier	*Number of cases docketed*
Alabama Great Southern	3
Alabama State Docks	1
Ann Arbor	3
Ashley Drew and Northern	1
Atchison, Topeka & Santa Fe	6
Atlantic Coast Line	56
Baltimore & Ohio	1
Belt Ry. of Chicago	14
Butte, Anaconda & Pacific	1
Carolina & Northwestern	2
Central California Traction Co	1
Central of Georgia	13
Central RR. of New Jersey	4
Central Vermont	4
Chesapeake & Ohio	4
Chicago & Eastern Illinois	1
Chicago & North Western	1
Chicago, Burlington & Quincy	1
Chicago Great Western	2
Chicago, Milwaukee, St. Paul & Pacific	4
Chicago, Rock Island & Pacific	7
Cincinnati, New Orleans, & Texas Pacific	12
Colorado and Southern	2
Delaware & Hudson	9
Denver & Rio Grande	4
Detroit, Toledo & Ironton	1
Duluth, Missabe & Iron Range	1
East St. Louis Junction	1
Elgin, Joliet & Eastern	1
Erie-Lackawanna	2
Florida East Coast	8
Georgia Southern & Florida	1
Grand Trunk Western	5
Great Northern	6
Gulf, Mobile & Ohio	3
Illinois Central	6
Indiana Harbor Belt	1
Kansas City Terminal	2
Lake Terminal	12
Louisiana & Arkansas	3
Louisville & Nashville	7
Manufacturer's Ry	1
Meridian & Bigbee	1
Minnesota, Dakota & Western	2
Mississippi Central	3
Missouri Pacific	22
Monongahela Connecting	3
Newburgh & South Shore	3
New Orleans & Northeastern	2
New Orleans Terminal	1

[1] Retired September 14, 1966.
[2] Succeeded Mr. Buuck September 15, 1966.

Cases docketed fiscal year 1966–67; classified according to carrier party to submission—Continued

Name of carrier	*Number of cases docketed*
New York, New Haven & Hartford	1
Norfolk & Western	10
Northern Pacific	10
Pennsylvania	3
Pennsylvania-Reading Seashore Lines	1
Peoria & Pekin Union	2
Portland Terminal	1
Reading	5
Richmond, Fredericksburg & Potomac	31
River Terminal Ry	2
Sacramento Northern	1
Savannah & Atlanta	10
Seaboard Air Line	16
Soo Line	2
South Buffalo	1
Southern Pacific-Pacific	29
Southern Pacific-T. & L	2
Southern	52
Tennessee, Alabama & Georgia	2
Tennessee Central	1
Union Pacific	1
Union Railroad Co. (Pittsburgh)	2
Union Railway (Memphis)	1
Union Terminal Ry. Co	3
Wabash	1
Western Pacific	1
Total	446

Cases docketed fiscal year 1966–67; classified according to organization party to submission

Name of organization	*Number of cases docketed*
Conductors	26
Conductors-Trainmen	1
Engineers	79
Firemen	150
Firemen-Trainmen	1
Individual	9
Switchmen	36
Trainmen	144
Total	446

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

MEMBERSHIP

H. F. M. BRAIDWOOD, *Chairman*
D. S. ANDERSON [1]
C. E. BAGWELL
F. P. BUTLER
H. K. HAGERMAN [2]
O. L. WEERTZ, *Vice Chairman*
P. R. HUMPHREYS
E. J. MCDERMOTT
C. L. MELBERG [3]
R. E. STENZINGER

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 the foregoing, coach cleaners, powerhouse employees, and railroad shop laborers.

Carriers party to cases docketed

	Number of cases
Alton & Southern RR. Co	2
Ann Arbor RR. Co	1
Atchison, Topeka & Santa Fe Ry. Co	19
Atlantic Coast Line RR. Co	3
Baltimore & Ohio Chicago Terminal RR. Co	1
Baltimore & Ohio RR. Co	4
Bangor & Aroostook RR. Co	1
Belt Ry. of Chicago	1
Bessemer & Lake Erie RR. Co	1
Central of Georgia Ry. Co	7
Central RR. Co. of New Jersey	2
Central Vermont Ry., Inc	1
Chesapeake & Ohio Ry. Co	17
Chicago & North Western Ry. Co	6
Chicago, Burlington & Quincy RR. Co	12
Chicago, Milwaukee, St. Paul & Pacific RR. Co	3
Chicago, Rock Island & Pacific RR. Co	3
Chicago, South Shore & South Bend Ry. Co	1
Cincinnati, New Orleans & Texas Pacific Ry. Co	2
Cincinnati Union Terminal Co	4
Clinchfield RR. Co	1
Delaware & Hudson RR. Corp	2
Denver & Rio Grande Western RR. Co	2
Des Moines & Central Iowa Ry. Co	1
Detroit & Toledo Shoreline RR. Co	2
Detroit, Toledo & Ironton RR. Co	1
Duluth, Missabe & Iron Range Ry Co	1
Elgin, Joliet & Eastern Ry. Co	2
Erie-Lackawanna RR. Co	5
Fort Worth & Denver Ry. Co	1
Grand Trunk Western RR. Co	3
Great Northern Ry. Co	12
Gulf, Mobile & Ohio RR. Co	5
Houston Belt & Terminal RR. Co	1
Illinois Central RR. Co	24
Kansas City Southern Ry. Co	3
Kansas City Terminal Ry. Co	1
Kentucky & Indiana Terminal RR	1
Lehigh Valley RR. Co	10
Louisville & Nashville RR. Co	4
Missouri-Kansas-Texas RR. Co	2
Missouri Pacific RR. Co	27
New Orleans Public Belt RR	1
New York Central RR. Co	3
New York, New Haven & Hartford RR. Co	12

[1] Replaced W. H. Kaiser.
[2] Replaced J. R. Mathieu.
[3] Replaced W. B. Jones.

277-819—68——6

Carriers party to cases docketed—Continued

	Number of cases
Niagara Junction Ry.	1
Norfolk & Western Ry. Co.	13
Northern Pacific Ry. Co.	5
Northwestern Pacific RR. Co.	1
Pennsylvania-Reading Seashore Lines	1
Pennsylvania RR. Co.	4
Pittsburgh & Lake Erie RR. Co.	1
Pullman Co., The	6
Reading Co., The	2
St. Louis-San Francisco Ry. Co.	7
St. Louis Southwestern Ry Co.	1
Seaboard Air Line R. Co.	2
Southern Pacific Co. (Pacific Lines)	26
Southern Pacific Co. (Texas and Louisiana Lines)	2
Southern Pacific Co. (Texas and New Orleans)	1
Southern Ry. Co.	30
Spokane, Portland & Seattle Ry. Co.	4
Terminal Railroad Association of St. Louis	2
Texas and Pacific Ry. Co.	1
Union Belt of Detroit	1
Union Pacific R. Co.	4
Washington Terminal Co.	3
Western Maryland Ry. Co.	2
Total	338

Organizations, etc., party to cases docketed

	Number of cases
Federated Trades	7
Brotherhood Railway Carmen of America	141
International Brotherhood of Electrical Workers	77
International Association of Machinists	69
International Brotherhood of Firemen, Oilers, Helpers Roundhouse & Railway Shop Laborers	16
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers	9
Sheet Metal Workers' International Association	14
Oil, Chemical and Atomic Workers International Union	1
Individually submitted cases, etc.	4
Total	338

In addition to the cases regularly presented and docketed the Division has also been called upon to handle a substantial number of potential cases. Communications were received from many individuals seeking information as to the method and procedure to be followed in presenting cases for adjustment. Some correspondents complain of alleged violations of existing agreements; some attempt to file cases with the Division from properties upon which system boards of adjustment exist, while yet others relate disputes which might properly be submitted to the Division for adjustment. Such cases, twenty-three (23) in number, arose, during the fiscal year ending June 30, 1967, 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, 1967:

James L. Carroll, East Tennessee & Western North Carolina RR. Co.; shopman.

T. G. Butler, Southern RR. Co.; car inspector.

Bernard S. Dieska, Atchison, Topeka & Santa Fe RR. Co.; fireman and oiler.

Constantino D. Matarizzo, Niagara Junction RR. Co.; OCAW.

C. W. McColeman et al., Birmingham Southern RR. Co.; carmen.

C. B. Richardson, Pennsylvania RR. Co.; sheet metal worker.

James F. Hester, Georgia & Florida RR. Co.; machinist.

A. Davison, Baltimore & Ohio RR. Co.; car inspector.

Lester H. Schlosser, Norfolk & Western RR. Co.; carman.

Ezra Stewart, Kentucky & Indiana Terminal RR. Co.; boilermaker.

James J. Nye, Baltimore & Ohio RR. Co.; car inspector.

Howard Sales, Chicago, Rock Island & Pacific RR. Co.; machinist.

Frank Pfeifer, Pittsburgh & Lake Erie RR. Co.; electrical worker.

Norman Artig, Long Island RR. Co.; carman.

Joseph A. Allen, Norfolk & Western RR. Co.; fireman and oiler.

Sandlin, attorney, unnamed; unnamed.
Victor J. Cramer, New York Central RR. Co.; fireman and oiler.
Carl J. Hearn, Lake Terminal RR. Co.; carman.
Thomas F. Kennedy, New York, New Haven & Hartford RR. Co.; carman.
Thomas N. Pace, unnamed; machinist helper.
Samuel B. Gordon, Louisville & Nashville RR. Co.; carman.
Thomas B. Hadden, Des Moines & Central Iowa RR. Co.; carman.
Arthur Granlee, Erie-Lackawanna RR. Co.; firemen and oiler.

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

R. E. BLACK, *Chairman*
C. R. BARNES, *Vice Chairman*
P. C. CARTER
D. S. DUGAN
G. P. KASAMIS
C. E. KIEF
G. L. NAYLOR [1]
GERALD ORNDORFF
T. F. STRUNCK
G. C. WHITE
J. W. WHITEHOUSE

SUPPLEMENTAL BOARD

R. A. DEROSSETT, *Chairman*
D. E. WATKINS, *Vice Chairman*
W. W. ALTUS
R. H. HACK
H. K. HAGERMAN
H. G. HARPER
W. B. JONES [2]
C. H. MANCOGIAN
J. R. MATHIEU [3]
G. L. NAYLOR
W. M. ROBERTS
J. M. WILLEMIN

STANLEY H. SCHULTY, *Executive Secretary*

JURISDICTION

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

Carriers party to cases docketed

	Number of cases
Alabama Great Southern	2
Alabama, Tennessee & Northern	1
Atchison, Topeka & Santa Fe	40
Atlanta & West Point	3
Atlantic Coast Line	12
Baltimore & Ohio	5
Bangor & Aroostook	1
Belt Ry. of Chicago	9
Boston & Maine	1
Brooklyn Eastern District Terminal	1
Camas Prairie RR. Co	1
Carolina & Northwestern	1
Central of Georgia	19
Central RR. Co. of New Jersey	3
Central Vermont Ry. Inc	1
Chesapeake & Ohio	10
Chicago & Eastern Illinois	4
Chicago & Illinois Midland	1
Chicago & North Western	10
Chicago & Western Indiana	1
Chicago, Burlington & Quincy	28
Chicago Great Western	1
Chicago, Milwaukee, St. Paul & Pacific	36
Chicago, Rock Island & Pacific	15
Chicago Union Station	4
Cincinnati, New Orleans & Texas Pacific	3
Clinchfield	1
Colorado & Southern	3
Dayton Union Ry.	1
Delaware & Hudson	14
Denver & Rio Grande Western	9
Detroit & Mackinac	1
Detroit & Toledo Shore Line	10
Duluth, Missabe & Iron Range	3
Elgin, Joliet & Eastern	12

[1] G. L. Naylor replaced D. S. Dugan Sept. 1, 1966.
[2] W. B. Jones replaced G. L. Naylor Sept. 1, 1966.
[3] J. R. Mathieu replaced H. K. Hagerman Sept. 1, 1966.

Carriers party to cases docketed—Continued

	Number of cases
Erie-Lackawanna	42
Florida East Coast	1
Fort Worth & Denver	8
Georgia	1
Georgia & Florida	1
Grand Trunk Western	2
Gulf, Mobile & Ohio	5
Houston Belt & Terminal	3
Illinois Central	14
Illinois Central Hospital Department	1
Illinois Terminal	1
Indiana Harbor Belt	1
Jacksonville Terminal	2
Joint Texas Div.-C.R.I. & P.-Ft. W. & D. (BR-RI)	1
Kansas City Southern	6
Kansas City Terminal	3
Kansas, Oklahoma & Gulf	1
Lehigh & Hudson River	2
Lehigh Valley	2
Long Island	6
Los Angeles Union Passenger Terminal	1
Louisville & Nashville	21
Minnesota Transfer Ry. Co	1
Mississippi Central	1
Mississippi Export Co	2
Missouri-Kansas-Texas	9
Missouri Pacific	36
Monon	1
New Orleans & Northeastern	2
New Orleans Union Passenger Terminal	1
New York Central	21
New York, New Haven & Hartford	27
New York, Susquehanna & Western	3
Norfolk & Western	28
Northern Pacific	5
Ogden Union Railway Depot Co	2
Pecific Fruit Express	1
Pennsylvania	37
Pittsburgh & Lake Erie	2
Portland Terminal	1
Pullman	2
Railway Express Agency	1
Reading	5
Richmond, Fredericksburg & Potomac	4
St. Louis-San Francisco	20
St. Louis Southwestern	27
Seaboard Air Line	9
Soo Line	5
Southern	40
Southern Pacific (Pacific Lines)	39
Southern Pacific (Texas & Louisiana Lines)	13
Spokane, Portland & Seattle	4
Tennessee Central	5
Terminal RR Assn. of St. Louis	3
Texas & Pacific	6
Texas Pacific-Missouri Pacific Terminal RR. of New Orleans	1
Toledo, Peoria & Western	1
Union Pacific	6
Union Railroad Co	4
Washington Terminal Co	2
Western Fruit Express	1
Western Maryland	5
Western Pacific	1
Total	776

Organizations party to cases docketed

	Number of cases
American Train Dispatchers Association	18
Brotherhood of Maintenance of Way Employes	112
Brotherhood of Railroad Signalmen	79
Brotherhood of Railroad Trainmen	6
Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employes	241
Joint Council of Dining Car Employes	15
Transportation-Communication Employees Union (formerly the Order of Railroad Telegraphers)	288
Order of Railway Conductors & Brakemen (Pullman System)	1
United Transport Service Employes	1
Miscellaneous class of employes	15
Total	776

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

C. A. CONWAY, *Chairman*
A. T. OTTO, Jr., *Vice Chairman*
A. H. DEANE
W. J. RYAN
J. P. TAHNEY
B. G. UPTON

M. L. HUMFREVILLE, *Executive Secretary*

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

	Number of cases
Ann Arbor Railroad Co., The	2
Atchison, Topeka & Santa Fe Ry. Co	8
Baltimore & Ohio Railroad Co., The	4
Boston & Maine Corp	21
Buffalo Creek Railroad	1
Chesapeake & Ohio Ry. Co. (PM District)	2
Chicago & North Western Ry. Co	3
Chicago, Burlington & Quincy Ry. Co	3
Chicago, Milwaukee, St. Paul & Pacific Co	2
Chicago, Rock Island & Pacific Railroad Co	3
Cincinnati, New Orleans & Texas Pacific Ry. Co., The	1
Des Moines & Central Iowa Ry. Co., The	1
Erie Lackawanna Ry. Co	5
Grand Trunk Western RR. Co	11
Houston Belt & Terminal Ry., Co	1
Indiana Harbor Belt RR. Co	2
Lehigh Valley RR. Co	9
Long Island RR. Co., The	1
Los Angeles Junction Ry. Co	1
Louisville & Nasville Ry. Co	2
Minnesota Transfer Ry. Co	1
Missouri Pacific RR. Co	1
New Orleans & Northeastern RR. Co	3
New York Central RR. Co., The	14
New York, New Haven & Hartford RR. Co., The	2
New York, Susquehanna and Western RR. Co	1
Norfolk and Western Ry. Co	1
Norfolk and Western Ry. Co. (Lake Region)	1
Northern Pacific Ry. Co	2
Pennsylvania RR. Co., The	10
Southern Pacific Co. (Pacific Lines)	3
Southern Ry. Co	1
Terminal Railroad Association of St. Louis	1
Union Pacific RR. Co	3
Washington Terminal Co., The	1
Western Maryland Ry. Co	1
Total	129

Organizations—Employees party to cases docketed

	Number of cases
American Railway Supervisors Association, The	17
Association of Railway Technical Employes	2
Brotherhood of Railroad Trainmen	21
Joint Council Dining Car Employes	2
Lighter Captains' Union, Local 996, ILA, AFL–CIO	2
Miscellaneous Classes of Employes	5
Railroad Yardmasters of America	54
Railroad Yardmasters of North America, Inc	2
Railway Employes Department, AFL–CIO	3
Railway Patrolman's International Union, AFL–CIO	18
Seafarers' International Union of North America, AFL–CIO	2
United Transport Service Employees, AFL–CIO	1
Total	129

APPENDIX B

Neutrals appointed pursuant to Public Law 89–456 (Public Law Boards), fiscal year 1967

Name	Residence	Date of appointment	Public Law Board number	Parties
J. Keith Mann [1]	Stanford, Calif.	Oct. 10, 1966	1	Southern Pacific Co. and Switchmen's Union of North America.
Arthur W. Sempliner [2]	Detroit, Mich.	Mar. 31, 1967	1	Do.
Donald F. McMahon [1]	Oklahoma City, Okla.	Oct. 28, 1966	2	Sacramento Northern Ry. Co. and Switchmen's Union of North America.
Jacob Seidenberg [2]	Falls Church, Va.	Nov. 23, 1966	3	Western Maryland Ry. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Robert O. Boyd [2]	Washington, D.C.	Apr. 21, 1967	6	Union Pacific RR. Co. and Brotherhood of Locomotive Engineers.
Francis B. Murphy [2]	Los Angeles, Calif.	Oct. 14, 1966	5	Union Pacific RR. Co. and Order of Railway Conductors & Brakemen.
John H. Dorsey [2]	Washington, D.C.	Dec. 12, 1966	7	Great Northern Ry. and Transportation Communication Employees Union.
Robert O. Boyd [2]	----do----	Dec. 20, 1966	8	Chicago, Rock Island & Pacific RR. Co. and Brotherhood of Locomotive Engineers.
Lloyd H. Bailer [2]	New York, N.Y.	Jan. 13, 1967	9	Reading Co. and Marine Engineers' Beneficial Association.
Levi M. Hall [1]	Minneapolis, Minn.	Jan. 17, 1967	10	Great Northern Ry. Co. and Switchmen's Union of North America.
Arthur W. Sempliner [2]	Detroit, Mich.	Feb. 20, 1967	10	Do.
Jacob Seidenberg [2]	Falls Church, Va.	Jan. 4, 1967	11	South Buffalo Ry. Co. and Brotherhood of Railroad Trainmen.
Arthur W. Sempliner [2]	Detroit, Mich.	Feb. 3, 1967	12	Grand Trunk Western RR. Co. and Order of Railway Conductors & Brakemen.
H. Raymond Cluster [2]	Baltimore, Md.	Jan. 31, 1967	13	Pittsburgh & Lake Erie RR. and Transport Workers Union of America, Railroad Division.
John Day Larkin [2]	Chicago, Ill.	Feb. 8, 1967	14	Monon Railroad Co. and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors & Brakemen, and Brotherhood of Railroad Trainmen.
Don Hamilton [2]	Oklahoma City, Okla.	Jan. 25, 1967	15	Southern Pacific Co. (Pacific Lines) and Brotherhood of Railroad Signalmen.
Arthur W. Sempliner [2]	Grosse Point Farms, Mich.	----do----	16	Indianapolis Union Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Lloyd H. Bailer [2]	New York, N.Y.	Jan. 24, 1967	17	Chicago, Burlington & Quincy RR. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Robert O. Boyd [2]	Washington, D.C.	Jan. 27, 1967	18	Chicago, Rock Island & Pacific RR. Co. and Brotherhood of Railroad Trainmen.
Do [2]	----do----	----do----	19	Spokane, Portland & Seattle Ry. Co. and Brotherhood of Railroad Signalmen.
Charles M. Rehmus [2]	Ann Arbor, Mich.	Feb. 14, 1967	20	Detroit, Toledo & Ironton RR. and Brotherhood of Railroad Trainmen.
Don Harr [2]	Tulsa, Okla.	June 5, 1967	21	St. Louis & Southwestern Ry. and Transportation Communication Employees Union.
William H. Coburn [2]	Washington, D.C.	Feb. 1, 1967	22	Richmond, Fredericksburg & Potomac RR. Co. and Brotherhood of Railroad Trainmen.
David Dolnick [1]	Chicago, Ill.	May 2, 1967	23	Missouri Pacific RR. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Paul D. Hanlon [2]	Portland, Oreg.	Feb. 9, 1967	25	Chicago, Burlington & Quincy RR. Co. and Brotherhood of Locomotive Engineers.
Kieran P. O'Gallagher	Chicago, Ill.	Feb. 14, 1967	27	Minneapolis, Northfield & Southern Ry. and Brotherhood of Locomotive Firemen & Enginemen.
James J. Healy [2]	Boston, Mass.	Feb. 24, 1967	29	Peoria & Pekin Union Ry. and Brotherhood of Railroad Trainmen.
Byron R. Abernethy	Lubbock, Tex.	Mar. 9, 1967	30	Monon Railroad Co. and Order of Railway Conductors & Brakemen.

Lloyd H. Bailer [2]	New York, N.Y.	Feb. 27, 1967	31	Elgin, Joliet & Eastern Ry. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Martin I. Rose [2]	....do	Feb. 28, 1967	32	Erie-Lackawanna RR. Co. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Robert O. Boyd [2]	Washington, D.C.	Mar. 6, 1967	33	Youngstown & Northern RR. Co. and Brotherhood of Railroad Trainmen.
Roy R. Ray [1]	Dallas, Tex.	Mar. 13, 1967	34	St. Louis-San Francisco Ry. Co. and Transportation-Communication Employees Union.
John H. Dorsey [2]	Washington, D.C.	May 25, 1967	34	Do.
David Dolnick [1]	Chicago, Ill.	Apr. 19, 1967	35	Great Northern Ry. Co. and Order of Railway Conductors & Brakemen.
Arthur W. Sempliner [2]	Detroit, Mich.	June 13, 1967	35	Do.
Kieran P. O'Gallagher [2]	Chicago, Ill.	Mar. 15, 1967	36	Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Preston J. Moore [1]	Oklahoma City, Okla.	May 3, 1967	37	St. Louis-San Francisco Ry. Co. & Brotherhood of Railroad Trainmen.
Kieran P. O'Gallagher [2]	Chicago, Ill.	Apr. 19, 1967	41	Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Dudley E. Whiting [2]	Detroit, Mich.	May 31, 1967	44	Denver and Rio Grande Western RR. Co. and Brotherhood of Railroad Trainmen.
Robert O. Boyd [2]	Washington, D.C.	Apr. 21, 1967	47	Spokane, Portland & Seattle Ry. Co. and Brotherhood of Locomotive Engineers.
Do [1]	....do	June 5, 1967	50	Spokane, Portland & Seattle Ry. and Order of Railway Conductors & Brakemen.
Dudley E. Whiting [2]	Detroit, Mich.	May 15, 1967	51	Denver & Rio Grande Western RR. Co. and Order of Railway Conductors & Brakemen.
Robert O. Boyd [2]	Washington, D.C.	May 9, 1967	53	Atchison, Topeka & Sante Fe Ry. Co. and Brotherhood of Railroad Trainmen.
Edward A. Lynch [2]	....do	May 10, 1967	54	Aliquippa & Southern RR. and Brotherhood of Railroad Trainmen.
Arthur W. Semplinear [1]	Detroit, Mich.	June 22, 1967	56	Akron & Barberton RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Byron R. Abernethy [2]	Lubbock, Tex.	May 23, 1967	57	Union Pacific RR. Co. and Order of Railway Conductors & Brakemen.
Robert O. Boyd [2]	Washington, D.C.	June 1, 1967	59	Elgin, Joliet & Eastern Ry. Co. and Brotherhood of Locomotive Engineers.
Kieran P. O'Gallagher [2]	Chicago, Ill.	June 5, 1967	60	Atchison, Topeka & Sante Fe Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Paul D. Hanlon [2]	Portland, Oreg.	June 21, 1967	61	Green Bay & Western RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Dr. Jacob Siedenberg [1]	Falls Church, Va.	June 26, 1967	64	Savannah & Atlanta Ry. and Brotherhood of Locomotive Firemen & Engineemen.
Thomas C. Begley [2]	Cleveland, Ohio	June 23, 1967	65	The Lake Terminal RR. Co. and Brotherhood of Railroad Trainmen.
Kieran P. O'Gallagher [2]	Chicago, Ill.	June 30, 1967	66	Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Locomotive Firemen & Enginemen.

[1] Procedural neutral.
[2] Merits neutral.

NOTE.—Cases where neutrals were not appointed are not shown.

Arbitrators appointed—arbitration boards, fiscal year 1967

Name	Residence	Date of appointment	Arbitration and case number	Parties
James G. Hill [1]	Pelham, N.Y.	July 1, 1966	Arbitration 294, A-7841 (out of Emergency Board 168).	Pan American World Airways and Transport Workers Union of America.
J. Glenn Donaldson	Denver, Colo.	July 29, 1966	Arbitration 293, E-312	Atchison, Topeka & Santa Fe Ry. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Roy R. Ray	Dallas, Tex.	Feb. 2, 1967	Arbitration 295, A-7967	Braniff Airways and Brotherhood of Railway & Steamship Clerks.

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1967

Name	Residence	Date of appointment	Special Board No.	Parties
Dr. Jacob Seidenberg	Falls Church, Va.	July 19, 1966	694	Richmond, Fredricksburg & Potomac RR. Co. and Order of Railway Conductor & Brakemen.
Dr. Joseph Shister	Buffalo, N.Y.	July 20, 1966	696	Buffalo Creek RR. and Switchmen's Union of North America.
David R. Douglass	Oklahoma City, Okla.	Aug. 1, 1966	699	Chicago & Western Indiana RR. and Brotherhood of Railroad Trainmen.
Harold M. Gilden	Chicago, Ill.	Aug. 2, 1966	697	Atlanta & West Point RR. and Western RR. of Alabama and Brotherhood of Railroad Trainmen.
Do	do	do	698	Georgia RR. and Order of Railway Conductors & Brakemen.
Thomas C. Begley	Cleveland, Ohio	Aug. 8, 1966	700	Alton & Southern RR. and Brotherhood of Railroad Trainmen.
A. Langley Coffey	Tulsa, Okla.	do	688	Southern Pacific Co. and Texas & Louisiana Lines and Switchmen's Union of North America.
Dudley W. Whiting	Detroit, Mich.	Aug. 22, 1966	693	Detroit & Toledo Shore Line RR. and Brotherhood of Locomotive Firemen & Enginemen.
Thomas C. Begley	Cleveland, Ohio	Aug. 24, 1966	702	Union RR. Co. and United Steelworkers of America, Local 3263.
Judge Arthur Sempliner	Grosse Point, Mich.	do	318	New Orleans Public Belt RR. and Switchmen's Union of North America.
David Dolnick	Chicago, Ill.	Aug. 31, 1966	564	Missouri Pacific RR. and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
A. Langley Coffey	Tulsa, Okla.	Sept. 1, 1966	703	Southern Pacific Co. and Texas & Louisiana Lines and Brotherhood of Locomotive Engineers.
Do	do	Sept. 6, 1966	568	St. Louis-San Francisco RR. Co. and Brotherhood of Railroad Trainmen.
Dudley E. Whiting	Detroit, Mich.	Sept. 14, 1966	707	Florida East Coast & Brotherhood of Railroad Trainmen.

Robert O. Boyd	Washington, D.C	Sept. 19, 1966	704 Kansas City Southern RR. and Chicago, Milwaukee, St. Paul & Pacific RR., and Affiliated Employees of Milwaukee, Kansas City Southern Joint Agency and Brotherhood of Railroad Trainmen.
David R. Douglas	Oklahoma City, Okla	Sept. 23, 1966	705 Northeast Oklahoma RR. Co. and Brotherhood of Railroad Trainmen.
Judge Arthur Sempliner	Grosse Point, Mich	Sept. 26, 1966	706 Portland Terminal Co. and Switchmen's Union of North America.
George S. Ives	Washington, D.C	Oct. 6, 1966	710 Mississippi Export RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Carroll R. Daugherty	Evanston, Ill	Oct. 7, 1966	708 Florida East Coast RR. Brotherhood of Locomotive Firemen & Enginemen.
Thomas C. Begley	Cleveland, Ohio	do	709 Norfolk & Western (employees of Wheeling and Lake Erie district of former Nickel Plate RR.) and Brotherhood of Railroad Trainmen.
Francis Murphy	Los Angeles, Calif	Oct. 10, 1966	714 Union Pacific RR. Co. and Brotherhood of Railroad Trainmen.
Howard A. Johnson	Butte, Mont	do	570 National Railway Labor Conference and Railway Employees Department, AFL-CIO.
Robert O. Boyd	Washington, D.C	do	713 Elgin, Joliet & Eastern RR. Co. and Order of Railway Conductors & Brakemen.
William H. Coburn	do	Oct. 13, 1966	716 Houston Belt & Terminal Co. and Brotherhood of Railroad Trainmen
J. Glenn Donaldson	Denver, Colo	Oct. 19, 1966	18 Southern Pacific Co. and Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen, and Brotherhood of Locomotive Firemen & Enginemen.
A. Langley Coffey	Tulsa, Okla	Oct. 20, 1966	695 Elgin, Joliet & Eastern RR. and Brotherhood of Locomotive Firemen & Enginemen.
John H. Dorsey	Washington, D.C	do	717 Norfolk & Western on former Pittsburgh & West Virginia RR. and Brotherhood of Railroad Trainmen.
Dr. Jacob Seidenberg	Falls Church, Va	Oct. 21, 1966	718 Western Maryland RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Dr. James C. Vadakin	Coral Gables, Fla	Oct. 25, 1966	711 Atlantic Coast Line RR. and Brotherhood of Locomotive Firemen & Enginemen.
Dr. Murray M. Rohman	Fort Worth, Tex	Oct. 27, 1966	715 Denver & Rio Grande Western RR. and Switchmen's Union of North America.
Mortimer Stone	Denver, Colo	Oct. 31, 1966	719 Patapsco & Back Rivers RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Paul D. Hanlon	Portland, Oreg	Nov. 18, 1966	720 Gulf, Mobile & Ohio RR. Co. and Brotherhood of Railroad Trainmen.
H. Raymond Cluster	Baltimore, Md	Nov. 16, 1966	701 Eastern, Western & Southeastern Carrier Conference Committees and Brotherhood of Railroad Trainmen.
Lloyd H. Bailer	New York, N.Y	Dec. 8, 1966	721 New York Central RR. and Brotherhood of Railroad Trainmen.
Harold M. Weston	do	Dec. 14, 1966	570 National Railway Labor Conference and Eastern, Western & Southeastern Carrier Conference Committees and Railway Employes' Department, AFL-CIO.
Paul C. Duggan	Kansas City, Mo	do	570 Do.
Robert O. Boyd	Washington, D.C	Dec. 23, 1966	723 Brooklyn Eastern District Terminal RR. Co. and Brotherhood of Railroad Trainmen.
Dr. Jacob Seidenberg	Falls Church, Va	Dec. 28, 1966	724 Western Maryland RR. Co. and Brotherhood of Railroad Trainmen.
Lloyd H. Bailer	New York, N.Y	do	725 Montour RR. Co. and Brotherhood of Locomotive Firemen & Enginemen.
Harold M. Weston	do	Jan. 5, 1967	612 Central of Georgia RR. and Shop Crafts of Railway Employes' Department, AFL-CIO.
Do	do	do	597 Southern Railway System and Railway Employes' Department, AFL-CIO.
Do	do	Jan. 6, 1967	614 Atlanta Terminal Co. and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, & Helpers, Brotherhood of Railway Carmen of America, International Brotherhood of Electrical Workers, Railway Employes' Department, AFL-CIO.
Do	do	do	613 Birmingham Terminal Co. and International Brotherhood of Electrical Workers, Railway Employes' Department, AFL-CIO.
Harold M. Gilden	Chicago, Ill	Dec. 7, 1966	570 National Railway Labor Conference and Railway Employes' Department, AFL-CIO.
Harold M. Weston	New York, N.Y	Jan. 10, 1967	615 Savannah & Atlanta RR. Co. and International Association of Machinists, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Brotherhood of Railway Carmen of America, Sheet Metal Workers International Association, International Brotherhood of Firemen & Oilers.

Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1967—Continued

Name	Residence	Date of appointment	Special Board No.	Parties
David Dolnick	Chicago, Ill	Jan. 11, 1967	605	National Railway Labor Conference and 5 railway labor organizations.
David R. Douglass	Oklahoma City, Okla	do	182	Northwestern Pacific RR. Co. and Brotherhood of Locomotive Engineers.
Preston Moore	do	Jan. 13, 1967	88	Southern Pacific Co. (Texas & New Orleans RR.) and Brotherhood of Locomotive Firemen & Enginemen.
Robert O. Boyd	Washington, D.C	Jan. 18, 1967	726	Cuyahoga Valley RR. and Brotherhood of Railroad Trainmen.
Thomas C. Begley	Cleveland, Ohio	Jan. 19, 1967	727	Erie-Lackawanna RR. and Brotherhood of Railroad Trainmen.
Do	do	do	175	Chicago, Milwaukee, St. Paul and Pacific RR. Co. and Order of Railway Conductors & Brakemen.
Dr. Jacob Seidenberg	Falls Church, Va	Feb. 14, 1967	729	New York Central RR. Co. (southern district) and Brotherhood of Railroad Trainmen.
Dudley E. Whiting	Detroit, Mich	Mar. 7, 1967	731	Union RR. and United Steelworkers of America.
Ronald W. Haughton	Grosse Point, Mich	Mar. 14, 1967	730	New York Harbor Carriers Conference and Lighter Captains Union Local 396, AFL-CIO.
Charles W. Anrod	Evanston, Ill	Mar. 21, 1967	393	New York Central and Pittsburgh & Lake Erie RR. and Order of Railway Conductors & Brakemen.
Paul D. Hanlon	Portland, Oreg	Apr. 14, 1967	18	Southern Pacific Co. (Pacific Lines) and Brotherhood of Railroad Trainmen, Order of Railway Conductors & Brakemen, and Brotherhood of Locomotive Firemen & Enginemen.
Do	do	do	107	Northwestern Pacific RR. Co. and Order of Railway Conductors & Brakemen and Brotherhood of Railroad Trainmen.
Do	do	do	21	San Siego & Arizona RR. Co. and Order of Railway Conductors & Brakemen.
Robert O. Boyd	Washington, D.C	Apr. 21, 1967	832	Chicago, Milwaukee, St. Paul & Pacific RR. Co. and Brotherhood of Locomotive Engineers (western region).
Howard A. Johnson	Butte, Mont	Apr. 24, 1967	570	National Railway Labor Conference and Railway Employes' Department, AFL-CIO.
Thomas C. Begley	Cleveland, Ohio	Apr. 28, 1967	645	Union Railway Co. and Brotherhood of Railroad Trainmen.
David Dolnick	Chicago, Ill	May 4, 1967	608	Southern Railway and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees, Transportation-Communication Employes Union, and Brotherhood Railroad Signalmen.
Kieran P. O'Gallagher	do	May 9, 1967	722	Monongahela Connecting RR. and Brotherhood of Locomotive Firemen & Enginemen.
Dr. Jacob Seidenberg	Falls Church, Va	June 1, 1967	196	Long Island RR. and Brotherhood of Locomotive Engineers.

Arbitrators appointed pursuant to Union Shop Agreements, fiscal year 1967

Name	Residence	Date of appointment	Carrier	Organization
Jerome E. Duggan	Kansas City, Mo	Aug. 26, 1966	Norfolk & Western Ry. Co	Transportation-Communication Employees Union.

Referees appointed—System Board of Adjustment (Airline), fiscal year 1967

Name	Residence	Date of appointment	Parties
Don Harr	Tulsa, Okla	July 29, 1966	Braniff Airways, Inc., and Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees.
Claude S. Woodie	Oklahoma City, Okla	Aug. 2, 1966	Trans World Airlines, Inc., and Air Line Employees Association, International.
George S. Ives	Washington, D.C	Aug. 26, 1966	Northwest Airlines, Inc., and International Association of Machinists & Aerospace Workers.
L. W. Horning	Sarasota, Fla	Aug. 30, 1966	Do.
Claude S. Woodie	Oklahoma City, Okla	Aug. 31, 1966	Do.
John J. McGovern	Rockville, Md	Sept. 1, 1966	Do.
Thomas J. Kenan	Oklahoma City, Okla	Sept. 2, 1966	Do.
J. Fred Holly	Knoxville, Tenn	Oct. 6, 1966	Capitol Airways, Inc., and International Brotherhood of Teamsters.
Albert W. Epstein	New York, N.Y	Oct. 7, 1966	Aerolineas Argentinas Co. and Transport Workers Union of America.
Sar A. Levitan	Washington, D.C	Oct. 10, 1966	Northwest Airlines, Inc., and International Association of Machinists & Aerospace Workers.
Laurence E. Seibel	----do	Oct. 19, 1966	Capitol Airways, Inc., and International Brotherhood of Teamsters.
Paul D. Hanlon	Portland, Oreg	Dec. 14, 1966	Pacific Northern Airlines, Inc., and Air Line Pilots Association, International.
J. Fred Holly	Knoxville, Tenn	Jan. 3, 1967	Capitol Airways, Inc., and Air Line Pilots Association, International.
James C. Hill	Huntington, Long Island, N.Y	Jan. 17, 1967	Eastern Airlines and nonmanagement request for review procedures.
Donald Harr	Tulsa, Okla	Jan. 18, 1967	Northwest Airlines, Inc., and International Association of Machinists & Aerospace Workers.
Wilmont Sweeney	Oakland, Calif	Jan. 20, 1967	Do.
Joseph G. Breaune	Miami, Okla	----do	Do.
N. Martin Stringer	Oklahoma City, Okla	Jan. 23, 1967	Do.
John J. McGovern	Rockville, Md	----do	Do.
Sar A. Levitan	Washington, D.C	----do	Do.
Derrill Cody	Ada, Okla	Jan. 25, 1967	Capitol Airways, Inc., and International Brotherhood of Teamsters.
Harold Bobroff	New, York, N.Y	Jan. 25, 1967	Do.
Jerome J. Lande	----do	Jan. 30, 1967	New York Airways, Inc., and International Association of Machinists & Aerospace Workers.
George S. Ives	Washington, D.C	Feb. 6, 1967	Northwest Airlines, Inc., and International Association of Machinists & Aerospace Workers.
N. Martin Stringer	Oklahoma City, Okla	Feb. 8, 1967	Do.
Frank J. Gleeson	Minneapolis, Minn	----do	Do.
Sar A. Levitan	Washington, D.C	Feb. 24, 1967	Do.
Donald Harr	Tulsa, Okla	----do	Do.
John C. Harrington, Jr	Oklahoma City, Okla	----do	Do.
Bill Heskett	Bartlesville, Okla	Feb. 27, 1967	Do.
A. Langley Coffey	Tulsa, Okla	Feb. 28, 1967	Trade Winds Airways Corp. and Air Line Pilots Association, International.
Laurence E. Seibel	Washington, D.C	Mar. 1, 1967	Northwest Airlines, Inc., and International Association of Machinists & Aerospace Workers.
Kieran P. O'Gallagher	Chicago, Ill	Mar. 9, 1967	Do.

Referees appointed—System Board of Adjustment (Airline), fiscal year 1967—Continued

Name	Residence	Date of appointment	Parties
Frank J. Gleeson	Minneapolis, Minn	Mar. 9, 1967	North Central Airlines, Inc., and Air Line Employee Association, International.
John M. Nelson	Chickasha, Okla	Mar. 10, 1967	Ozark Air Lines and Air Line Pilots Association, International.
Hugo L. Black, Jr	Miami, Fla	----do	National Airlines, Inc., and Air Line Dispatchers Association.
Edgar Allen Jones, Jr	Los Angeles, Calif	Mar. 13, 1967	Aloha Airlines, Inc., and Air Line Pilots Association, International.
David Stowe	Washington, D.C	Mar. 14, 1967	National Airlines and Air Line Employees Association.
James C. Vadakin	Coral Gables, Fla	----do	Do.
Benjamin Aaron	Stanford, Calif	Mar. 27, 1967	National Airlines, Inc., and International Association of Machinists and Aerospace Workers.
Laurence E. Seibel	Washington, D.C	Apr. 20, 1967	Northwest Airlines, Inc., and International Association of Machinists and Aerospace Workers.
Ronald W. Haughton	Grosse Point, Mich	Apr. 26, 1967	Do.
Albert W. Epstein	New York City, N.Y	Apr. 28, 1967	British Overseas Airline and International Association of Machinists & Aerospace Workers.
Hugo L. Black, Jr	Miami, Fla	Apr. 28, 1967	National Airlines and International Association of Machinists & Aerospace Workers.
Saul Wallen	Boston, Mass	May 8, 1967	Northeast Airlines and Air Line Pilots Association, International.
Bernard E. Perelson	Brooklyn, N.Y	May 15, 1967	Northwest Airlines and International Association of Machinists & Aerospace Workers.
N. Martin Stringer	Oklahoma City, Okla	June 18, 1967	Ozark Airlines and International Association of Machinists & Aerospace Workers.
Thomas J. Kenan	----do	June 6, 1967	Pacific Airlines and Air Line Employees Association.
Preston J. Moore	----do	June 12, 1967	Northwest Airlines and International Association of Machinists & Aerospace Workers.
Edgar Allen Jones	Los Angeles, Calif	June 7, 1967	Los Angeles Airways, Inc., and Air Line Pilots Association.
Roy Marshall	Austin, Tex	June 21, 1967	Braniff Airways and International Association of Machinists & Aerospace Workers.
Benjamin Wolf	Tarrytown, N.Y	June 22, 1967	Pan American World Airways and Transport Workers Union of America, Local 504.
Ross Hutchins	Tulsa, Okla	May 19, 1967	National Airlines and International Association of Machinists & Aerospace Workers.
Nicholas H. Zumas	Washington, D.C	June 22, 1967	North Central Airlines and Air Line Pilots Association, International.
Frank J. Gleeson	Minneapolis, Minn	June 23, 1967	Northwest Airlines and International Association of Machinists & Aerospace Workers.
Albert Epstein	New York City, N.Y	June 23, 1967	New York Airways System and International Association of Machinists & Aerospace Workers.
Daniel Rambo	Norman, Okla	June 23, 1967	Western Airlines, Inc., and International Brotherhood of Teamsters.
Martin Stringer	Oklahoma City, Okla	June 23, 1967	North Central Airlines and Stewardesses Division, Air Line Pilots Association, International.
John F. Sembower	Chicago, Ill	June 23, 1967	Do.
John C. Harrington, Jr	Oklahoma City, Okla	June 26, 1967	Northwest Airlines and International Association of Machinists & Aerospace Workers.

APPENDIX C

TABLE 1.—*Number of cases received and disposed of, fiscal years 1935–67*

Status of cases	33-year period, 1935–67	Fiscal year 1967	Fiscal year 1966	Fiscal year 1965	Fiscal year 1964	5-year period, 1960–64 (average)	5-year period, 1955–59 (average)	5-year period, 1950–44 (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	545	336	281	286	248	202	136	172	126	151
New cases docketed	12,310	420	560	359	306	302	413	415	463	381	219
Total cases on hand and received	12,406	965	896	640	592	550	615	551	635	507	370
Cases disposed of	11,777	336	351	304	311	289	401	403	496	347	220
Cases pending and unsettled at end of period	629	629	545	336	281	261	214	148	139	160	150
Representation cases											
Cases pending and unsettled at beginning of period	24	16	42	13	13	17	22	34	50	34	43
New cases docketed	3,932	99	84	95	54	62	100	136	176	149	108
Total cases on hand and received	3,956	115	126	108	67	79	122	170	226	183	151
Cases disposed of	3,933	92	110	66	54	62	102	137	186	139	107
Cases pending and unsettled at end of period	23	23	16	42	13	17	20	33	40	44	44
Mediation cases											
Cases pending and unsettled at beginning of period	72	526	290	265	271	228	173	102	122	91	108
New cases docketed	8,265	319	472	261	246	235	304	276	286	230	110
Total cases on hand and received	8,337	845	762	526	517	463	477	378	408	321	218
Cases disposed of	7,734	242	236	236	252	221	290	264	309	206	112
Cases pending and unsettled at end of period	603	603	526	290	265	241	187	114	99	115	106
Interpretation cases											
Cases pending and unsettled at beginning of period	None	3	4	3	2	3	6	0	0	1	0
New cases docketed	115	2	4	3	6	5	9	3	1	2	1
Total cases on hand and received	115	5	8	6	8	8	15	3	1	3	1
Cases disposed of	112	2	5	2	5	5	8	2	1	2	0
Cases pending and unsettled at end of period	3	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 1967*

	Disposition by type of carrier								Disposition by major issue involved					
	Railroads						Railroads, total	Airlines, total	New agreement		Rates of pay		Rules	
	Total all cases	Class I	Class II	Switching and terminal	Electric railroads	Miscellaneous carriers			Railroad	Airline	Railroad	Airline	Railroad	Airline
Total	242	120	18	32	1	10	181	61	------	3	25	28	156	30
Mediation agreement	115	41	5	18	1	7	72	43	------	3	14	22	58	18
Arbitration agreement	3	2	0	0	0	0	2	1	------	------	0	0	2	1
Withdrawn after mediation	19	12	2	4	0	0	18	1	------	------	1	0	17	1
Withdrawn before mediation	45	28	8	5	0	0	41	4	------	------	4	1	37	3
Refusal to arbitrate by:														
Carrier	5	1	1	0	0	0	2	3	------	------	1	2	1	1
Employees	38	33	1	2	0	0	36	2	------	------	0	1	36	1
Both	2	0	0	0	0	0	0	2	------	------	0	0	0	2
Dismissal	15	3	1	3	0	3	10	5	------	------	5	2	5	3

TABLE 3.—*Representation cases disposition by craft or class, employees involved and participating, fiscal year 1967*

	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	------	39	51	2,555	1,709	53	63	4,334	2,434
DISPOSITION									
Certification based on election	------	28	35	1,843	1,674	32	39	1,795	1,436
Certification based on authorizations	------	3	3	31	28	0	0	0	0
Withdrawn after investigation	------	4	7	86	0	3	4	328	0
Withdrawn before investigation	------	0	0	0	0	4	5	129	0
Dismissal	------	4	6	595	7	14	15	2,082	998
Total all cases	92	------	------	6,889	4,143	------	------	--------	--------

TABLE 4.—*Number of cases disposed of by major groups of employees, fiscal year 1967*

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees	336	92	242	2
Railroad, total	221	39	181	1
Combined groups, railroad	21	8	13	0
Train, engine and yard service	142	13	129	0
Mechanical foremen	2	1	1	0
Maintenance of equipment	2	0	2	0
Clerical, office, station, and storehouse	12	1	11	0
Yardmasters	3	2	1	0
Maintenance-of-way and signal	4	1	3	0
Subordinate officials in maintenance-of-way	2	2	0	0
Agents, telegraphers, and towerman	2	2	0	0
Train dispatchers	1	0	1	0
Technical engineers, architects, draftsman, etc	0	0	0	0
Dining-car employees, train and pullman porters	6	3	3	0
Partolmen and special officers	0	0	0	0
Marine service	12	2	9	1
Miscellaneous railroad	12	4	8	0
Airline, total	115	53	61	1
Combined airline	15	8	7	0
Mechanics	21	4	16	1
Radio and teletype operators	6	5	1	0
Clerical, office, stores, fleet and passenger service	23	12	11	0
Stewards, stewardesses, and flight pursers	4	1	3	0
Pilots	21	6	15	0
Dispatchers	4	2	2	0
Meteorologists	2	2	0	0
Flight engineers	2	1	1	0
Miscellaneous airline	17	12	5	0

277-819—68——7

TABLE 5.—*Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1967*

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees	92	114	6,889	100
Railroad, total	39	51	2,555	37
Train service	1	1	11	(1)
Engine service	9	9	361	5
Yard service	3	3	542	8
Mechanical foremen	1	1	56	(1)
Maintenance of equipment	0	0	0	0
Clerical, office, station, and storehouse	1	1	182	3
Yardmasters	2	2	41	(1)
Maintenance of way and signal	3	3	847	12
Subordinate officials, maintenance of way	1	1	12	(1)
Agents, telegraphers, and towerman	2	2	9	(1)
Dispatchers	0	0	0	0
Technical engineers, architects, draftsmen, etc	0	0	0	0
Dining car employees, train and pullman porters	3	3	26	(1)
Patrolmen and special officers	0	0	0	0
Marine service	2	2	64	1
Combined groups, railroad	7	19	180	2
Miscellaneous railroad	4	4	224	3
Airline, total	53	63	4,334	63
Mechanics	4	4	444	6
Flight navigators	2	2	44	(1)
Clerical, office, stores, fleet and passenger service	12	12	1,842	27
Stewards, stewardesses, and pursers	1	1	19	(1)
Stocks and stores	2	2	52	(1)
Pilots	6	6	568	8
Flight engineers	1	1	28	( )
Combined groups, airline	8	18	1,031	15
Dispatchers	2	2	8	(1)
Commissary	1	1	9	(1)
Radio operators and teletype	5	5	108	1
Miscellaneous airline	9	9	178	2

[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 1967*

	Certifications issued to—						Total	
	National organizations			Local unions				
	Craft or class	Employees involved		Craft or class	Employees involved		Craft or class	Number of employees involved
		Number	Percent		Number	Percent		
RAILROADS								
Representation acquired:								
Elections	11	52	1	2	30	100	13	82
Proved authorizations	2	9	(1)	------	------	------	2	9
Representation changed:								
Elections	16	1,497	41	------	------	------	16	1,498
Proved authorizations	1	22	(1)	------	------	------	1	22
Representation unchanged:								
Elections	6	263	7	------	------	------	6	263
Proved authorizations	0	0	------	------	------	------	------	------
Total railroads	36	1,843	51	2	30	100	38	1,874
AIRLINES								
Representation acquired:								
Elections	33	1,318	36	------	------	------	33	1,318
Proved authorizations	0	0	------	------	------	------	------	------
Representation changed:								
Elections	6	477	13	0	0	------	6	477
Proved authorizations	0	0	------	------	------	------	------	------
Representation unchanged:								
Elections	0	------	------	------	------	------	------	------
Total airlines	39	1,795	49	0	0	------	39	1,795
Total combined railroad and airline	75	3,638	100	2	30	100	77	3,669

[1] Less than 1 percent.

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

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1966, to June 30, 1967*

Case number	Carrier	Union	Craft or Class	Number of employees	Date began	Date ended	Days duration	Issues	Disposition
A-7655	Eastern Airlines, Inc. National Air Lines, Inc. Northwest Air Lines, Inc. Trans World Air Lines, Inc. United Air Lines, Inc.	IAMAW	Mechanics and related.	35,000	July 8, 1966	Aug. 19, 1966	43	Wages and rules	Settled by parties.
A-7845	Pacific Air Lines, Inc	IAMAW	do	300	Nov. 6, 1966	Nov. 13, 1966	8	do	Mediation agreement.
A-7798	Mohawk Airlines, Inc	IAMAW	do	556	Dec. 9, 1966	Jan. 30, 1967	53	Pension plan	Do.
A-7884	Airlift International, Inc	ALEA	Clerical, office and station.	461	Mar. 1, 1967	Mar. 24, 1967	24	Wages and rules	Do.

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 1935–67*

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
1967	5,275	3,143	778	771	164	14	87	318
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	------	5	------	------
National organizations:								
1967	5,150	3,085	774	753	160	14	86	306
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:								
1967	97	58	4	18	4	------	1	12
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 1935–67 inclusive*

ALL DIVISIONS

Cases	33 year period, 1935–67	1967	1966	1965	1964	1963
Open and on hand at beginning of period	-------	6,090	6,245	[2] 6,559	[1] 6,864	6,461
New cases docketed	66,728	1,689	1,554	1,571	1,731	1,901
Total number of cases on hand and docketed	66,728	7,778	7,799	8,130	8,595	8,362
Cases disposed of	61,382	2,433	1,709	1,884	2,035	1,552
Decided without referee	12,411	143	166	163	49	60
Decided with referee	27,279	1,295	1,140	1,172	1,346	1,184
Withdrawn	21,692	995	403	[1] 559	640	308
Open cases on hand close of period	5,346	5,346	6,090	6,245	6,560	6,810
Heard	586	586	560	702	784	1,166
Not heard	4,760	4,760	5,530	5,543	5,776	5,644

FIRST DIVISION

Open and on hand at beginning of period	-------	4,049	4,056	4,062	[2] 3,847	3,238
New cases docketed	41,863	446	490	564	738	809
Total number of cases on hand and docketed	41,863	4,495	4,546	4,626	4,585	4,047
Cases disposed of	38,354	986	497	570	523	254
Decided without referee	10,524	135	158	141	37	31
Decided with referee	10,643	107	79	79	103	112
Withdrawn	17,187	744	260	350	383	111
Open cases on hand close of period	3,509	3,509	4,049	4,056	4,062	3,793
Heard	150	150	163	172	185	173
Not heard	3,359	3,359	3,886	3,884	3,877	3,620

SECOND DIVISION

Open and on hand at beginning of period	-------	337	286	270	355	379
New cases docketed	5,557	338	238	205	198	217
Total number of cases on hand and docketed	5,557	675	524	475	553	596
Cases disposed of	5,177	295	187	189	283	241
Decided without referee	691	1	0	2	1	5
Decided with referee	3,581	264	156	182	267	213
Withdrawn	905	30	31	5	15	23
Open cases on hand close of period	380	380	337	286	270	355
Heard	65	65	90	141	55	41
Not heard	315	315	247	172	215	314

THIRD DIVISION

Open and on hand at beginning of period	-------	1,666	1,872	[2] 2,196	2,598	2,731
New cases docketed	17,017	776	719	693	715	779
Total number of cases on hand and docketed	17,017	2,442	2,591	2,889	3,313	3,510
Cases disposed of	15,656	1,081	925	1,017	1,116	912
Decided without referee	889	5	4	19	4	18
Decided with referee	11,636	867	837	822	893	768
Withdrawn	3,131	209	84	176	219	126
Open cases on hand close of period	1,361	1,361	1,666	1,872	2,197	2,598
Heard	321	321	276	399	520	904
Not heard	1,040	1,040	1,390	1,472	1,677	1,694

See footnotes at end of table.

TABLE 9.—*Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935–67 inclusive*—Continued

FOURTH DIVISION

Cases	33 year period, 1935–67	1967	1966	1965	1964	1963
Open and on hand at beginning of period	----	39	32	31	64	113
New cases docketed	2,293	129	107	109	80	96
Total number of cases on hand and docketed	2,293	108	139	140	144	209
Cases disposed of	2,196	71	100	108	113	145
Decided without referee	307	2	4	1	7	6
Decided with referee	1,419	57	68	79	83	91
Withdrawn	470	12	28	28	23	48
Open cases on hand close of period	97	97	39	32	31	64
Heard	50	50	32	17	24	48
Not heard	47	47	7	15	7	16

[1] Adjusted to correct error of 54 First Division cases previously reported as withdrawn.
[2] Adjusted to reflect closing 1 case in previous fiscal year.

TABLE 10.—*Employee representation on selected rail carriers as of June 30, 1967*

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen, and baggagemen	Yard-foremen, helpers, and switchtenders	Yardmasters	Clerical office, station, storehouse	Maintenance-of-way employees	Telegraphers	Dispatcher
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	BLF&E	BLF&E	BRT	BRT	BRT	X	BRC	BMW	TCEU	ATDA
Chicago & North Western Ry	BLE	BLF&E	ORCB	BRT	BRT-ORCB.	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-SMWIA.	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	TCEU
Elgin, Joliet & Eastern	BLE	BLF&E	ORCB	BRT	ORCB	BRT	BRC	BMW	TCEU	LU
Erie Lackawanna RR	BLE	BLF&E	BRT	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA
Florida East Coast Ry	BLE	IARE-BLF&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	ADTA.
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	IBT	TCEU	LU.
Louisiana & Arkansas Ry	BLE	BLF&E-LU.	ORCB	BRT-LU	BRT-LU	RYA	BRC	BMW	TCEU	ATDA.
Louisville & Nashville RR	BLE	BLF&E	ORCB	BRT	BRT	RYA	BRC	BMW	TCEU	ATDA.
Maine Central RR	BLF&E	BLF&E	ORCB	BRT	BRT	BRT	BRC	BMW	TCEU	ADTA.
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	TCEU.
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	TCEU.
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	TCEU.
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.

See footnotes at end of table.

TABLE 10.—*Employee representation on selected rail carriers as of June 30, 1967*—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen, and baggage-men	Yard-foremen, helpers, and switch-tenders	Yard-masters	Clerical office, station, storehouse	Mainte-nance-of-way em-ployees	Teleg-raphers	Dispatchers
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.
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	ORCB	BRT	SUNA	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	SUNA	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.

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, 1967*—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	(#)	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	
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	ARSA	(*)	(*).
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	RBS	ARSA	ARSA	HRE.
Ohio Central Lines	(#)	(#)	(#)	(#)	(#)	(#)	BRS	ARSA	ARSA	(#).
Cleveland, Cincinnati, Chicago & St. Louis Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ARSA	(#).
Michigan Central RR	(#)	(#)	(#)	(#)	(#)	IBFO	BRS	ARSA	ARSA	(#).
Boston & Albany RR	(#)	(#)	(#)	(#)	(#)	IBFO	BRS	ARSA	ARSA	(#).
New York, Chicago & St. Louis RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	HRE.
New York, New Haven & Hartford	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	BRT	HRE.
New York, Susquehanna & Western RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*).
Norfolk & Western Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		BRT	HRE.
Norfolk Southern Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*).

Northern Pacific Ry	IAM	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(#)	BRT	ORCB-HRE.
Northwestern Pacific RR	IAM	BB	SMWIA	IBEW	BRCA	IBFO	(#)	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/ IBEW	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, 1967*—Continued

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Steward-esses and pursers	Radio and teletype operators	Mechanics	Clerical, office, stores, fleet and passenger service	Stock and stores
Allegheny Airlines, Inc.	ALPA			LU	ALPA		IAM		IAM.
American Airlines, Inc.	APA	FEIA		ALDA	TWU	TWU	TWU	TWU [1]	TWU.
Bonanza Airlines	ALPA			ALDA	ALPA		IBT	OPEIU	IBT.
Braniff Airways, Inc.	ALPA			ALDA	ALPA	CWA	IAM	BRC	[2].
Central Airlines	ALPA			ALDA	ALPA		IAM	ALEA	IAM.
Continental Airlines, Inc.	ALPA	[3]		ALDA	ALPA		IAM	IAM [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	[2].
Los Angeles Airways	ALPA				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	[2].
Northwest Airlines, Inc.	ALPA	IAM	TWU	ALDA	TWU	TWU	IAM	BRC	IAM.
Ozark Air Lines	ALPA			ALDA	ALPA		AMFA	IAM	IBT.
Pacific Air Lines, Inc.	ALPA	ALPA		ALDA	TWU		AMFA	ALEA	IAM.
Pan American World Airways, Inc.	ALPA	FEIA		ALDA	TWU		TWU	BRC	IBT.
Piedmont Aviation, Inc.	ALPA			ALDA	ALPA				
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.	[4]	[4]	TWU	ALDA	ALPA	CWA	IAM	IAM [1]	IAM.
Western Airlines, Inc.	ALPA	[5]		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.

TABLE 10.—*Employee representation on selected rail carriers as of June 30, 1967* —Continued

Railroad	Licensed deck employees	Licensed engine-room employees	Unlicensed deck employees	Unlicensed engine-room employees	Captains, lighters, grain boats	Hoisting engineers	Float-watchmen, bridgemen, bridge operators	Cooks, chefs, waiters
Ann Arbor	GLLO	NMEB	SIUA	SIUA	.....	SIUA	.....	SIUA
Atchison, Topeka & Sante 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	MMP	NMEB	SIUA	UMW	.....	.....	.....	
(P.M. Division)	MMP	GLLO	NMU	NMU	.....	.....	.....	NMU
Chicago, Milwaukee, St. Paul & Pacific.	MMP	NMEB	IUP	IUP	.....	IUP	.....	IUP
Erie-Lackawanna R.R. Co.	MMP	NMEB	SIUA	IBT	TWU-ILA	TWU	UMW	
Grand-Trunk Western	GLLO	GLLO	NMU	NMU	.....	.....	.....	NMU
Lehigh Valley	TWU	NMEB	TWU	TWU	ILA	IOE	TWU	
Long Island	RMU	NMEB	RMU	RMU	.....	.....	TWU	
Missouri-Illinois	MMP	NMEB	MMP	NMEB	.....	.....	.....	
New York Central	MMP	TWU	SIUA	TWU	ILA	.....	SIUA	
New York, New Haven & Hartford.	MMP	NMEB	SIUA	TWU	ILA	.....	NMEB	
Norfolk Southern	MMP	NMEB	.....	.....	.....	.....	.....	
Pennsylvania	MMP	TWU	SIUA	TWU	.....	IOE	.....	HRE
Reading	MMP	NMEB	NMU	NMU	NMU	.....	.....	NMU
Southern Pacific (Pac. Lines).	MMP	NMEB	IUP	IUP	.....	.....	.....	IUP
Southern	MMP	NMEB	MMP	.....	.....	.....	.....	
Staten Island Rapid Trans.	MMP	.....	MMP	TWU	.....	.....	.....	
Wabash	GLLO	GLLO	UMW	UMW	.....	.....	.....	
Western Maryland	.....	.....	.....	.....	.....	.....	SIUA	
Western Pacific	MMP	NMEB	IUP	IUP	.....	.....	.....	

MARINE

BRC	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employes
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
MMEB	National Marine Enginneers 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 Employes
BRCA	Brotherhood of Railway Carmen of America
BRS	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 and Aerospace Workers, AFL-CIO
IARE	International Association of Railway Employees
IBEW	International Brotherhood of Electrical Workers
IBFO	International Brotherhood of Firemen and Oilers
LU	Local Union
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
MMS	International Union of Mine, Mill & Smelters Workers

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 Airline & Steamship Clerks, Freight Handlers, Express & Station Employees
CWA	Communication Workers of America
FEIA	Flight Engineers International Association
IAM	International Association of Machinists & Aerospace Workers, AFL-CIA
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

U.S. GOVERNMENT PRINTING OFFICE: 1968