

Thirty-Seventh

ANNUAL REPORT OF THE

NATIONAL

MEDIATION

BOARD

INCLUDING

THE REPORT OF THE

NATIONAL RAILROAD

ADJUSTMENT BOARD



For the Fiscal Year Ended June 30, 1971

U.S. GOVERNMENT PRINTING OFFICE
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NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1971

GEORGE S. IVES, *Chairman*

DAVID H. STOWE, *Member* ¹

FRANCIS A. O'NEILL, JR., *Member* ²

THOMAS A. TRACY, *Executive Secretary*

C. ROBERT ROADLEY, *Assistant Executive Secretary*

¹ Appointed, Dec. 10, 1970, Vice Leverett Edwards, resigned July 28, 1970.

² Resigned Apr. 30, 1971.

LETTER OF TRANSMITTAL

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

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-seventh Annual Report of the National Mediation Board for the fiscal year ended June 30, 1971 together with the annual report of the National Railroad Adjustment Board, as required by Section 3, first (w), of the same act.

GEORGE S. IVES, *Chairman.*

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I. SUMMARY AND OBSERVATIONS

This report summarizes the activity of the National Mediation Board in its work of administering the Railway Labor Act during the fiscal year ending June 30, 1971. 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, voluntary 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.

Railway Labor Act—Development

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

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

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

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

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

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

The amended act provided that either party could process a "minor dispute" to the newly created adjustment board for final determination, without, as previously required, the necessity of securing the consent or concurrence of the other party to have the controversy decided by a special form of arbitration.²

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

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

Section 4, First of the Act, which deals with the composition of the Board, was amended on August 31, 1964, by Public Law 542, 88th Congress, to provide that members of the Mediation Board, who are appointed for three year terms expiring on July 1, shall continue to serve upon the expiration of the term of office until a successor is appointed and shall have qualified.

On June 20, 1966, Section 3, Second of the Act, was amended by Public Law 456, 89th Congress, to provide for the establishment of special boards of adjustment upon the request either of representatives

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

of employees or of carriers to resolve "minor" disputes otherwise referable to the National Railroad Adjustment Board. The principal purpose of this amendment was to alleviate the large backlog of undecided claims pending before the National Railroad Adjustment Board. In addition, the Act was amended by Public Law 456, to provide that judicial review of an order of the National Railroad Adjustment Board and of the special boards of adjustment established by the above-referred to law would be limited to the determination of questions traditionally involved in arbitration litigation—whether the tribunal had jurisdiction of the subject, whether the statutory requirements were complied with, and whether there was fraud or corruption on the part of a member of the tribunal.

Section 3, First of the Act, was amended by Public Law 234, 91st Congress on April 23, 1970, in that the composition of the First Division of the National Railroad Adjustment Board was adjusted to reflect the merger of four of the five traditional operating employee organizations into a single new organization, the United Transportation Union. Under the provisions of this amendment, the membership of the Adjustment Board was cut from thirty-six members to thirty-four members, seventeen selected by the carriers and seventeen selected by the labor organizations, national in scope. The First Division membership was reduced to eight, four selected by the carriers and two each by the national operating labor organizations.

Purposes of Act

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

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

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

Duties of the Board

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

(1) The mediation of disputes between carriers and the labor organizations representing their employees, relating to the making of new agreements, or the changing of existing agreements,

affecting rates of pay, rules, and working conditions, after the parties have been unsuccessful in their at-home bargaining efforts to compose their differences. These disputes are sometimes referred to as "major disputes." Disputes of this nature hold the greatest potential for interrupting commerce.

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

In addition to these major duties, the Board has other duties imposed by law among which are: The interpretation of agreements made under its mediatory auspices; the appointment of neutral referees when requested by the various divisions of the National Railroad Adjustment Board to make awards in cases that have reached deadlock; the appointment of neutrals when requested to sit with System and Special Boards of Adjustment, also Public Law Boards; 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 arise 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 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. It is significant to note that in recent years in the airline industry agreements have been negotiated that provide that those issues remaining in dispute, after direct negotiations and mediation fail to produce a complete agreement, will be submitted to final and binding arbitration without resorting to self-help by either party.

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 thereafter, 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.

In recent years, primarily since the conversion from steam to diesel motive power in the railroad industry, the complexity of the issues in dispute have had a more marked effect on the acceptability of some emergency board reports than in the past. Management, in a continuing effort to best utilize the more modern equipment now in

service, has sought changes in work rules, which in some instances, could result in the furloughing of relatively large numbers of employees. Additionally, the level of wage increases that have been proposed by the organizations has been difficult for management to accept in the light of the present day economic picture.

Labor, on the other hand, has consistently striven to obtain, through the bargaining process, agreements that provide job security for the employees adversely affected by changes in work rules or a decline in business. By the same token, the organizations have sought wage increases for their members that, in their judgment, will provide a level of increased earnings comparable to those enjoyed by employees in other industries. It is obvious, therefore, that management's desire to effect economies in its operations in the face of labor's desire to protect its members from loss of employment and to combat the rising cost of living in the past few years, have presented problems that defy readily agreed upon resolution. The majority of such problems have been solved through the collective bargaining process following an emergency board report, but the climate within which resolutions are reached has changed to such a degree that, on occasion, crises have developed prior to final settlement.

During the 37 years the National Mediation Board has been in existence, 179 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 provisions of sections 5, 6, 7, 8, or 9 of the Railway Labor Act, the duly authorized representatives of the employees involved could notify the chairman of the panel of the failure of the parties to adjust the dispute. If, in his judgment the dispute was such that if unadjusted even in the absence of a strike vote it would interfere with the prosecution of the war, the chairman was empowered by order to select from the panel three members to serve as a 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 51 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.) (1957)

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 contract 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.

It is significant to note that the Act contemplates the mediation of unresolved major disputes, as previously mentioned in this chapter, before the parties are free to resort to self-help. The result of this phase of the Act's procedures is the peaceful settlement of literally hundreds of potentially volatile issues without strike activity having occurred. Additionally, although there are no accurate statistics ascertainable, experience has shown that there are untold number of single-company disputes involving every individual labor organization and carrier in both the railroad and airline industries that are settled in direct negotiations between the parties, under the provisions of Section 6 and Section 2, First and Second of the Act, without the necessity of mediation activity.

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 crisis under the act, but in the aggregate, the system has worked well.

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 labor organizations concerned representing practically all operating 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. The carriers have 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, the 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) progress a uniform national wage and rules movement. although the organizations representing certain nonoperating employees, such as yardmasters and train dispatchers, generally progress their national wage and rule movements separately.

The two 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 negotiation will, as a rule, adopt the same or similar pattern. Thus, a single negotiating proceeding, if successful, disposes of problems which otherwise would probably result in hundreds of serious disputes developing at the same time or closely following one another on the various railroads of the country.

1. STRIKES

Table 7, appendix C, of this report indicates a tabulation of nine work stoppages occurring in industries covered by the Railway Labor Act. Seven of these stoppages occurred in the airline industry and two occurred in the railroad industry.

Work stoppages of short duration (less than 24 hours) or those involving a few employees which were settled without the intervention of his Board, are not included in this report.

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

A-8814—*Northwest Airlines, Inc., and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees*

This strike, involving 3500 Clerical, Office, Fleet and Passenger Service Employees began July 8, 1970 and ended December 14, 1970 when an agreement between the parties was reached. The issues in the dispute involved proposals of both parties relating to changes in rates of pay, rules and working conditions. During the 159 days of the work stoppage, further mediation was conducted by the National Mediation Board.

A-8755—*Pacific and Arctic Railway & Navigation Company and United Transportation Union*

This dispute concerned the proposed revision of the existing contract involving some 50 engineers, firemen, brakemen and conductors. Following intensive mediation without an agreement being reached, the Board's proffer of arbitration was declined by the organization. The strike began on July 13, 1970 and continued for 36 days when the parties reached an agreement in direct negotiations and operations resumed on August 17, 1970.

A-8770—*Puerto Rico International Airlines, Inc. and Air Line Pilots Association*

A work stoppage of 13 days duration was the outgrowth of a dispute involving negotiation of a first labor-management contract covering pilots. The strike began on October 19, 1970 and involved 84 pilots. Following intensive mediation, an agreement was reached ending the strike on October 31, 1970.

A-8711—*Trans World Airlines, Inc. and Transport Workers Union*

A work stoppage on this air carrier began on October 20, 1970 by 5,095 stewardesses and 281 pursers. The dispute involved wages, rules and working conditions and was settled by the execution of a mediation agreement on October 21, 1970.

A-8683—Seaboard World Airlines, Inc., and Air Line Pilots Association

This dispute concerned failure of the parties to reach agreement on revision of the Pilots employment contract covering rates of pay, rules and working conditions. The Board urged the parties to submit the controversy to voluntary arbitration, after mediation proved unsuccessful, but this proffer was declined. The strike of 180 pilots began October 24, 1970 and ended on October 26, 1970 with an agreement between the parties disposing of the issues in dispute.

A-8761—Mohawk Airlines, Inc., and Air Line Pilots Association

A strike of 154 days duration occurred as a result of the failure of the parties to reach an agreement on changes in rates of pay and rules covering pilots. Following the proposals, as described in a Section 6 notice submitted by the union on September 16, 1969, there were intensive negotiations, fact finding, by a neutral person chosen by the parties, and subsequent mediation by the National Mediation Board.

The strike, involving 396 pilots, began November 12, 1970; after the employees declined to submit the controversy to arbitration, and ended April 14, 1971. The parties continued to negotiate, under the auspices of the National Mediation Board during the work stoppage, and reached a mediation agreement that all issues not resolved would be submitted to final and binding arbitration.³

A-8921—Baltimore and Annapolis Railroad Company and The United Transportation Union

A work stoppage of 46 days duration occurred beginning on February 16, 1971 and ending on April 2, 1971, when an agreement between the parties was reached following mediation in the public interest. The dispute involved failure of the parties to reach agreement in proposed changes in rates of pay, rules and working conditions for operators-trainmen and dispatchers.

C-4089—REA Express and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees

This strike, which began on April 21, 1971 and ended on April 26, 1971 involved some 15,000 employees. The issue was the establishment of runs for over-the-road drivers. The strike ended with the issuance of a court order directing the parties to enter into negotiations to reach an agreement.

A-8811 & A-8811 (Sub. 1) National Railway Labor Conference and Brotherhood of Railroad Signalmen

A work stoppage on certain railroads occurred on May 17 and 18, 1971; involving 10,000 signalmen engaged in installation, inspection, maintenance and repair of railroad signal devices. The issues were wage increases, rule changes and fringe benefits. The parties jointly invoked the services of the National Mediation Board on April 9, 1970. After a period of intensive mediation, the Board proffered arbitration on January 22, 1971, which was declined by the union.

Section 10 of the Railway Labor Act was invoked and the dispute was submitted to Emergency Board 179. The recommendations of the Emergency Board were not acceptable to the employees.

The strike began after the statutory limits of the Railway Labor Act were exhausted and the dispute was referred to the Congress. Public Law 92-17 was passed on May 18, 1971, granting the employees

³ see section 3, this chapter for a more detailed summary of the agreement.

a 13½ percent retroactive payment and directing that negotiations resume. This action estopped further strike activity until after October 1, 1971.

At the close of the fiscal year negotiations were continuing under the auspices of the National Mediation Board.

The following is the text of Public Law 92-17:

Public Law 92-17—92d Cong., S.J. Res. 100, May 18, 1971

JOINT RESOLUTION

To provide for an extension of section 10 of the Railway Labor Act with respect to the current railway labor-management dispute, and for other purposes.

Whereas the labor dispute between the carriers represented by the National Railway Labor Conference and the Eastern, Western, and Southeastern Carriers Conference Committees and certain of their employees represented by the Brotherhood of Railway Signalmen threatens essential transportation services of the Nation; and

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

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

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

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

Whereas the recommendations of Presidential Emergency Board Numbered 179 for settlement of this dispute did not result in a settlement: Now, therefore, in order to encourage these parties to reach their own agreement, be it

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of the final paragraph of section 10 of the Railway Labor Act (45 U.S.C. 160) shall apply and be extended for an additional period with respect to the above dispute, so that no change, except by agreement, shall be made by the carriers represented by the National Railway Labor Conference Committees or by their employees, in the conditions out of which such dispute arose prior to 12:01 antemeridian of October 1, 1971.

SEC. 2. Not later than ten days prior to the expiration date specified in the first section of this joint resolution the Secretary of Labor shall submit to the Congress a full and comprehensive report containing—

(1) the progress, if any, of negotiations between the National Railway Labor Conference and the Eastern, Western, and Southeastern Carriers Conference Committees and their employees; and

(2) any such recommendations for a proposed solution of the dispute described in this joint resolution as he deems appropriate.

SEC. 3. Not later than July 31, 1971, the Secretary of Labor and the Secretary of Transportation shall submit jointly to the Congress as full and comprehensive a report as feasible on the impact of the

current work stoppage. Such report shall include an analysis of all the recoverable and nonrecoverable losses suffered as a result of the stoppage; the extent to which rail traffic was diverted to other means of transportation, and the secondary effects on other industries and employment. Not later than July 31, 1971, the Secretary of Defense shall submit to the Congress as full and comprehensive a report as feasible on the impact of the current stoppage on movement of goods vital to the national defense; the extent to which rail traffic was diverted to other means of transportation and the status of plans to provide for the movement of defense articles in the event of a railroad work stoppage or lockout.

SEC. 4. Notwithstanding the first section of this joint resolution, the rates of pay of all employees who are subject to the first section of this joint resolution shall be increased in accordance with the following table:

Effective as of:	Pay increase
January 1, 1970-----	5 per centum for all employees.
November 1, 1970-----	30 cents per hour for leaders and mechanics.
November 1, 1970-----	18 cents per hour for assistants and helpers.

Nothing in this section shall prevent any change made by agreement in the increases in rates of pay provided pursuant to this section.

SEC. 5. It is the sense of the Congress that the living accommodations of some of the employees who are subject to the first section of this joint resolution, while they are on travel status, are unsatisfactory. Accordingly, the Congress does not intend, by limiting the effect of section 4 to rates of pay, to endorse the continued furnishing of sub-standard quarters to employees and urges management and labor to negotiate an agreement to provide, as soon as possible, substantially improved living quarters for employees on travel status.

SEC. 6. This resolution shall take effect immediately upon enactment.

Approved May 18, 1971.

Legislative history:

House Report No. 92-209 accompanying H.J. Res. 642 (Committee on Interstate and Foreign Commerce).

Senate Report No. 92-110 (Committee on Labor and Public Welfare).

Congressional Record, Vol. 117 (1971):

May 18, considered and passed Senate.

May 18, considered and passed House, in lieu of H.J. Res. 642.

Weekly compilation of Presidential Documents, Vol. 7, No. 21: May 18, Presidential statement.

2. 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.

During the past fiscal year 3 emergency boards were created by Executive order of the President after notification by the Board pursuant to Section 10 of the act.

The report of these emergency boards are summarized in chapter V of this report.

No. 177 (E.O. 11543), issued
July 7, 1970.

National Railway Labor Conference and
certain of their employees represented
by the United Transportation Union.

No. 178 (E.O. 11558 and 11559),
issued Sept. 18, 1970.

National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and certain of their employees represented by the United Transportation Union; the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees; the Brotherhood of Maintenance of Way Employees; and the Hotel and Restaurant Employees and Bartenders International Union.

No. 179 (E.O. 11585, issued
Mar. 4, 1971.

National Railway Labor Conference and the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees represented by the Brotherhood of Railroad Signalmen.

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. However, failure or unwillingness of the parties to respond to the Board's concern after a proffer of arbitration can impede settlement and is inconsistent with their obligation to make and maintain agreements.

In some instances, 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. Special Boards of Adjustment and the procedures of the National Railroad Adjustment Board are available to dispose of "minor" disputes in the railroad industry. System Boards of Adjustment serve the same purpose for the airline industry.

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, however, that the procedures of the act have not been exhausted when the notice of withdrawal from service by the employees is issued. Frequently, it is found that the notice procedures of section 6 of the act have not been followed, or that the act's mandate of direct negotiations has not been fulfilled.

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. 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.

3. ITEMS OF SPECIAL INTEREST

There were a number of events during the fiscal year that warrant special attention due to unusual or new developments. Some of the significant items are included in the following:

National Railroad Passenger Corporation

On October 30, 1970, Congress passed Public Law 91-518 to be cited as the "Rail Passenger Service Act of 1970." This legislation established a semi-public corporation to be known as the National Railroad Passenger Service Corporation, commonly referred to as Amtrak. The purpose of this organization is to provide modern, efficient, intercity rail passenger service between crowded urban areas of the country. The corporation is not an agency of the United States Government, but shall be governed by a board of directors consisting of fifteen individuals, eight of whom shall be appointed by the President and the remaining seven elected by the stockholders of the corporation. The Secretary of Transportation shall, at all times, be one of the directors appointed by the President. The Secretary of Labor is charged with the responsibility of certifying that employees adversely affected have been provided fair and equitable arrangements to protect the interests of such employees. Such protective arrangements include:

"(1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) to such employees under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of such individual employees against a worsening of their positions with respect to their employment; (4) assurances of priority of reemployment of employees terminated or laid off; (5) paid training or retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to section 5(2)(f) of the Interstate Commerce Act."

A Rail Worker Protection Plan was certified by the Secretary of Labor on April 16, 1971. The protection plan, in addition to benefits provided, established a procedure for the prompt arbitration of disputes over whether an employee is adversely affected by train discontinuances. The arbitration feature contemplates a three-member arbitration committee, one member chosen by each of the two disputant parties and the third and neutral member to be selected by the two partisan members. If the parties fail to agree on the selection of the neutral member, then either party may request the National Mediation Board to designate, within 10 days, the neutral member. If more than one labor organization is involved in a dispute, then each will be entitled to a representative on the arbitration committee. In that event, the railroad will be entitled to appoint additional representatives so as to equal the number of union representatives.⁴

The National Mediation Board designated neutral members to two such arbitration committees prior to the close of the fiscal year.

Airline Industrial Relations Conference

A new organization, to be known as the Airline Industrial Relations Conference, was established by certain air carriers effective March 22, 1971. One of the primary purposes of the Conference, as stated in its initial presentation before the CAB, is to strengthen the airline industry in its dealings with airline labor organizations. In this regard the conference anticipates developing a position of consistency on issues involved in negotiations, disseminating information on industrial

⁴ See ch. VII for copy of Public Law 98-518 and details of the "Rail Worker Protection Plan."

relations matters, representing members in legislative matters affecting labor relations, providing labor law research, and such other related activities as approved by the Board of Directors. Membership is available to any certificated, scheduled U.S. air carrier. Significantly, it is intended that chief executive officers of the member carriers become more involved in the continuing problems of industrial relations than in the past.

The governing body of the Conference is a Board of Directors and a Conference President, who will also serve as Chairman of the Board. Additionally, there is an Advisory Board, consisting of the chief industrial relations officers of the member carriers which will carry out the policies and objectives of the organization as established by the Board of Directors.

Major Disputes—Airlines

A-8952—American Airlines, Inc. and Transport Workers Union of America, AFL-CIO

This dispute involved negotiations of the revision of the basic employment contract covering Stewardesses in the employ of American Airlines. The parties failed to reach agreement in their direct negotiations and the dispute became the subject of intensive mediation. This case, at the outset of mediation, contained approximately one hundred seventy (170) unresolved issues. Consequently, the handling of this case spanned several months during which it was necessary for the mediator to spend a considerable period of time with the parties in order to narrow their differences to a more meaningful and workable package so that constructive bargaining could proceed. In spite of the progress made in mediation, the parties failed to reach agreement and the Board urged them to submit their differences to voluntary arbitration, which was declined by the employees.

Prior to the date when the employees would be free to withdraw from service, the Board resumed mediation, in the public interest, and the dispute was settled by a Mediation Agreement dated May 11, 1971. The agreement between the parties was subject to ratification by the employees and was ratified. Immediately upon the resolution of this dispute, the mediator handled a dispute between the same company and organization involving Maintenance Employees (Mechanics), NMB Case A-9014. This dispute was settled in mediation without a proffer of arbitration being issued. The agreements cover approximately 20,000 employees.

These two cases are highlighted because they are illustrative of many disputes in the airline industry that come before the Board in which the parties have been unable to make any significant progress in their direct negotiations and the entire dispute becomes the subject of mediation handling. Not only are such cases time consuming from the standpoint of mediator days committed, but they are an indication of the continuing need by both parties to multi-issue disputes to reappraise their mutual responsibilities in resolving their differences to a greater degree in direct negotiations. In any event, the disputes were settled through the processes of collective bargaining without any days lost due to strike activity.

With the settlement of the above cases it was then possible for Pan American World Airways, Inc. and the Transport Workers Union of America, AFL-CIO, to resolve their differences, in direct negotiations,

concerning a companion dispute involving Airline Mechanics and Ground Service employees, Port Stewards and Senior Port Stewards, Flight Service and Commissary employees. These negotiations also covered approximately 20,000 employees.

A-8761—Mohawk Airlines, Inc. and the Air Line Pilots Association, International

Reference was made in section 1 of this chapter to the Pilot strike involved in this case. Of special interest is the final agreement between the parties, reached in mediation, resolving the dispute. Because of the deteriorating financial position of the company and the complexity of some of the issues involved, which the company felt would restrict their right to manage, a negotiated settlement was not reached. The longer the strike continued, the more adamant became the respective positions of the parties. The majority of the disputed items, which had been tentatively agreed upon, were finalized in the mediation agreement and the remaining differences were submitted to final and binding arbitration. The arbitration feature of the agreement provided as follows:

1. All issues to be arbitrated were itemized;
2. Those issues would be the subject of immediate continuing mediation for a period of four (4) days;
3. Any issues remaining unresolved at the conclusion the four (4) days above, would be the subject of arbitration;
4. Immediately upon the expiration of the mediation activity in (2) above, the parties would attempt, in mediation, to reach a back-to-work agreement. If such agreement was not made in two (2) days, then the matter of a back-to-work agreement would be submitted to immediate arbitration preceding arbitration of the basic dispute.

The arbitrator's award on the back-to-work agreement was rendered promptly and service was restored prior to the arbitration of the basic contract dispute.

Major Disputes—Railroads

A-8830 and A-8853, Sub Nos. 1, 2 and 3, National Railway Labor Conference and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, Brotherhood of Maintenance of Way Employees, Hotel and Restaurant Employees and Bartenders International Union and United Transportation Union.

The dispute involved four unions. Three of them are "non-ops"—unions which represent railroad employees engaged in various services other than actually operating the trains. They are: the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees (BRAC); the Brotherhood of Maintenance of Way Employees (BMWE); and the Hotel and Restaurant Employees and Bartenders International Union (HREU). The fourth union is the United Transportation Union (UTU).

At various stages in 1969, the four unions served notices, under section 6 of the Railway Labor Act, on the carriers, requesting improvements in wages and other benefits. Also, at various stages in 1969, the carriers served section 6 notices on the unions, countering the unions' notices and requesting changes in long-existing work rules.

There followed negotiations by the parties at the national level. With the failure of these negotiations to produce agreements, the parties invoked the services of the National Mediation Board. This Board handled the disputes over the course of several months. It terminated its services on August 10, 1970 upon refusal of the organizations to submit the dispute to voluntary arbitration. The unions announced their intention to strike the carriers on September 10, 1970.

On September 8, 1970, in a further effort to achieve a settlement, the Assistant Secretary of Labor and the Chairman of the National Mediation Board reconvened negotiations. The mediation sessions were attended by representatives of the carriers and all four unions. Despite their intensity, these efforts were not successful and, on September 15, 1970, three railroads—the Baltimore and Ohio, the Chesapeake and Ohio, and the Southern Pacific—were struck. Given their selective nature, the stoppages were halted by a temporary restraining order of the U.S. District Court of the District of Columbia. There followed the appointment, by the President, of Emergency Board No. 178, with a five-member panel, rather than the usual three, because of the complex nature of the dispute.

Hearings were held in Washington, D.C., in the period from September 30 through October 17, 1970. During the course of the hearings, the parties agreed to request the President to extend, until November 10, 1970, the period in which the Board was to submit its Report. The President granted the request.

Following the hearings and with the parties' consent, the Emergency Board conducted a series of informal discussions with various representatives of the parties. Though unable to work out a full agreement, the Board succeeded in significantly narrowing many areas of the controversy. On November 9, 1970, the Board submitted its Report to the President.

The proceedings of Emergency Board No. 178 are outlined in Chapter V of this Annual Report.

Although the unions rejected the Emergency Board Report, the carriers accepted its recommendations.

Despite continued intensive negotiations and mediation, the unions began a nationwide strike at 12:01 a.m., December 10, 1970. This precipitated the enactment of Public Law 91-541, the same date, and the railroads obtained a temporary restraining order requiring union members to return to work.

This new legislation precluded any further walkout, at least until March 1, 1971. It also granted employees retroactive pay increases, based on the Board's recommendations, in the amount of 13.5 percent. The law did not grant work rule changes recommended by the Board.

Following further negotiations, agreements were reached during February 1971, between the non-op unions and the carriers, generally along the lines recommended by Emergency Board No. 178.

In the continuing negotiations with the United Transportation Union, work rules as proposed by the carriers became the major obstacle. Beginning the weekend of July 17, 1971, the union engaged in a number of selective strikes.⁵ The number of carriers struck was increased on a graduated basis over the following three weeks and the carriers, on an industry-wide basis, promulgated some of their proposed work rules changes as a counter maneuver. Negotiations, with the assistance of the National Mediation Board, continued during

⁵ See "Court Decisions", chapter I, section 3.

the period of the strikes and an agreement between the parties was reached on August 2, 1971 disposing of all issues in dispute.

With the signing of this agreement, the only major multi-carrier disputes remaining unresolved were those involving the Brotherhood of Railroad Signalmen and the Shop Craft organizations functioning through Railway Employees' Department, AFL-CIO. Negotiations in these two problems were the subject of continuing mediation at the close of the fiscal year.

National Railway Labor Conference and Brotherhood of Locomotive Engineers

On May 13, 1971, the carriers represented by the National Railway Labor Conference and their employees represented by the Brotherhood of Locomotive Engineers reached agreement on a nationwide basis that provided increases in wages in eight stages as follows:

January 1, 1970-----	5 percent	April 1, 1972-----	5 percent
November 1, 1970-----	32 cents	October 1, 1972-----	5 percent
April 1, 1971-----	4 percent	January 1, 1973-----	15 cents
October 1, 1971-----	5 percent	April 1, 1973-----	10 cents

These amounts equal a total increase in the standard basic daily rates of pay of \$10.88 per employee. The employees also obtained improvements in Expenses Away From Home, Vacations, Pay for Jury Duty, and an additional Holiday.

The carriers obtained modifications of existing work rules covering Changing Switching Limits; Switching Service for New and other Industries; Interchange Service; Road/Yard Movements; Use of Radio/Telephones on Locomotives; Interdivisional, Interseniarity District, Intradivisional and/or Intraseeniarity District Service (Freight or Passenger).

Additionally, the parties agreed to the establishment of a Standing Committee consisting of two partisan members representing the carriers; two partisan members representing the organization; and a disinterested chairman. If the partisan members cannot agree upon the selection of the Chairman within sixty days from the date of the agreement, then they shall request the Chairman of the National Mediation Board and/or the Secretary of Labor to confer with the members and within 90 days from the date of the agreement select the disinterested Chairman.

The proposals of the parties to be considered by the Standing Committee are:

- Basis of pay—road service,
- Graduated rates—road and yard service,
- Arbitraries—road and yard service,
- Road—Yard proposals not disposed of in the new agreement,
- Hostler assignments,
- Holidays for road service employees,
- Manning—Slave units,
- Notices served locally (to be screened by the Committee as a method of handling),
- Mileage rates for miles over 100,
- Rates of pay—short turnaround (commuter) passenger service.

The procedures under which the Standing Committee shall operate will not include arbitration unless agreed upon by the partisan members.

This agreement shall remain in effect until June 30, 1973.

It is significant to note that this agreement was reached between the parties in direct negotiations.

Other National Settlements

Collective bargaining agreements were also negotiated in March and April of 1971 between the National Railway Labor Conference and the Railroad Yardmasters of America; American Train Dispatchers Association; United Transport Service Employees (AFL-CIO). These agreements are industrywide in scope and shall remain in effect until June 30, 1973.

With the settlement of the foregoing disputes and in anticipation of agreements being reached relatively early in fiscal year 1972 with the remaining employee groups, a period of labor-management stability on an industrywide basis in the railroad industry is expected in view of the common duration in all the agreements, to June 30, 1973. Although crises situations did develop during the fiscal year, the fact remains that numerous major disputes of an industrywide nature were settled in direct negotiations between the parties, without third party intervention, and others were disposed of through the processes of mediation. It is hoped that during the term of the new agreements, the parties will benefit from experience gained during these negotiations to a degree so that the spirit and intent of the Act can be readily manifested when these agreements become subject to revision.

Court Decisions

Chicago and North Western Railway Company v. United Transportation Union 402 U.S. 570 (1971), No. 189, June 1, 1971.

In this case of first impression, the Supreme Court construed as enforceable in the courts the primary duty under the Railway Labor Act of carriers and their employees to exert reasonable efforts to make and maintain agreements. Since the provision of the Act requiring carriers and their employees to exert every reasonable effort to maintain agreement is central to the effective working of the Act, since it is within the capacity of the courts to determine the good faith and reasonableness of the parties' efforts, and since the National Mediation Board—in order to remain impartial and preserve its usefulness in settling disputes—has no authority to decide major disputes, the provision requiring reasonable effort is enforceable by the Courts, not the National Mediation Board.

The railroad brought this suit (after formal procedures of the Railway Labor Act had been exhausted) to enjoin a threatened strike by respondent Union, charging that the Union had failed to perform its obligations under § 2 First of the Railway Labor Act "to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions." The Union answered that the Norris-LaGuardia Act deprived the District Court of jurisdiction to enjoin the strike and that in any event the complaint failed to state a claim on which relief could be granted. The District Court, declining to pass on whether either party had violated § 2 First, concluded that the matter was one for administrative determination by the National

Mediation Board and was not justiciable, and that §§ 4 and 7 of the Norris-LaGuardia Act deprived the court of jurisdiction to enjoin the threatened strike. The Court of Appeals for the 7th Circuit affirmed, construing § 2 First as hortatory and not enforceable by the courts but only by the National Mediation Board.

In reversing and remanding, the U.S. Supreme Court held as follows:

1. Sec. 2 First was intended to be, not just a mere exhortation, but an enforceable legal obligation on carriers and employees alike.

2. The obligation imposed by § 2, First, which is central to the effective working of the Railway Labor Act, is enforceable in the courts rather than by the Mediation Board, as is clear from the Act's legislative history.

3. Sec. 4 of the Norris-LaGuardia Act does not prohibit the use of a strike injunction where that remedy is the only practical, effective means of enforcing the duty imposed by § 2, First.

Delaware & Hudson Ry. v. United Transportation Union. —F. 2d—, (D.C. Cir. 1971 No. 71-1183, March 31, 1971), *Cert. denied* 403 U.S. 911.

In this landmark decision, which the Supreme Court declined to review, the Circuit Court for the District of Columbia ruled that a selective strike is not inherently incompatible with the objective of reaching a national agreement. Accordingly, the court held that a union that has bargained to impasse with a multi-carrier association on matters requiring national bargaining may strike fewer than all the carriers in order to pressure all carriers into reaching a national agreement, provided there is no coercion of individual carriers to desert the multi-carrier bargaining unit and settle on an individual basis.

This case began when the carriers obtained a preliminary injunction restraining the Union from conducting selective strikes against the Seaboard and the Burlington Northern, both members of the multi-carrier bargaining representative. The District Court issued the preliminary injunctions from which the Union appealed for summary reversal. In reversing on appeal, the circuit court held the granting of the injunction to be an error where the Union had bargained to an impasse with the multi-carrier association on a national bargaining issue and then sought to strike fewer than all the members of the association. The court noted that the avowed purpose of the strike was to pressure the carriers into reaching a national agreement.

Under these circumstances, the Court found that the proposed selective strikes did not violate the Railway Labor Act at their inception and the hypothetical possibility that subsequent conduct by the Union would violate the Act did not warrant injunction in advance of such conduct. In this connection, the circuit court directed the lower court to retain continuing jurisdiction of the case in order to reappraise the Union's good faith as to the stated purpose of the selective strikes *viz.*, to obtain a national agreement.

Finally, the court, noting that the parties have a duty under the Railway Labor Act to bargain responsibly, even after the right of self-help comes into existence, stipulated that the parties are required to give two weeks' notice before engaging in strike, lockout or other self-help measures.

II. RECORD OF CASES

1. CASES HANDLED BY THE BOARD

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

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

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

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

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

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

In addition to the three categories of disputes set forth above, the Board, since November 1955, has been assigning an "E" number designation to controversies wherein the Board's services have been proffered under the emergency provision of section 5, first (b), of the act. A total of 364 "E" cases have been docketed since the beginning of the series.

Another type of file 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 files 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 1971, the Board investigated 77 "C" files.

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" files 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 1971 was 311. This is five less than was docketed in the previous year; a decrease of 11 mediation cases and an increase of five representation cases. Two interpretations of mediation agreements were docketed in 1971 which is one more than was docketed in the previous year.

2. DISPOSITION OF CASES

Table 1 further indicates that a total of 320 cases was disposed of in fiscal year 1971. When this is compared to fiscal year 1970 in which 298 were disposed of there is noted an increase of 22 cases overall. There was an increase of 14 representation cases; 83 in 1971, 69 in 1970. The total of mediation cases disposed of in 1971 was 235 as compared to 226 in fiscal year 1970. This is an increase of 9 mediation cases. The total of interpretation dispositions was two and there were three in fiscal year 1970 which shows a decrease of one case. In the 37-year period, the Board has disposed of 13,183 cases.

3. MAJOR GROUP OF EMPLOYEES INVOLVED IN CASES

Table 3 shows that 28,712 employees were involved in 83 representation cases in fiscal 1971. This figure shows an increase of 5,107 from the prior year. Railroad employees accounted for 24,858 of the total in 41 disputes. Airline disputes, totaling 42 in number, involved 3,854.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 198 cases while airline employees were involved in 122 cases. In the railroad industry the greatest activity was among the train, engine, and yard service employees with a total of 110 cases; 15 representation cases, 94 mediation cases, and one interpretation of a mediation agreement case.

In the airline industry, the same table indicates that pilots were involved in 28 cases; 11 representation and 17 mediation, and no interpretation of a mediation agreement case. Clerical, office, stores, fleet, and passenger service employees were involved in 17 cases; nine representation, seven mediation, and one interpretation of a mediation agreement case. Mechanics accounted for 13 cases, eight representation and five mediation cases. Stewards, stewardesses, and flight pursers accounted for 12, all mediation cases. Dispatchers accounted for 11 cases; four representation and seven mediation cases.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of in fiscal year 1971. Involved in a total of 83 disputes were 94 crafts or classes covering 28,712 employees.

There were 48 railroad crafts or classes numbering 24,858 or 87 percent of all involved.

In the airline industry 46 crafts or classes were involved in 42 cases covering 3,854 people of 13 percent of the total.

4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal 1971 totaled 311 which is a decrease of five cases over fiscal year 1970. The total of cases docketed and the number pending from the prior year made 711 cases which were considered by the Board. The Board disposed of 235 cases, leaving 476 cases pending and unsettled at the end of the year.

Table 2 summarizes mediation cases disposed of during fiscal 1971, subdivided into method of disposition, class of carrier, and issues involved. Of the total 235 cases, 156 were railroad while 79 were airline. Mediation agreements were obtained in 121 cases, 71 railroad and 50 airline. Cases withdrawn after mediation totaled five, all of which were in the railroad industry. Carriers declined to arbitrate unresolved issues in six cases; two railroad and four airline. The employees refused to arbitrate in 21 cases; 14 railroad and seven airline. Both employees and carriers refused to arbitrate in two cases, all in the airline industry. Nine cases were withdrawn before mediation, all in the railroad industry. Arbitration agreements were obtained in three cases, two railroad and one airline. The Board dismissed 68 cases; 53 railroad and 15 airline. Of the total of 235 cases, in the railroad industry, class I carriers were involved in 93 disputes, class II carriers in 38 disputes, switching and terminal in nine, electric railroads in four, and miscellaneous carriers in 12.

5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 22,794 of a total 28,712 employees actively participated in the outcome of the 83 representation cases. Certifications based on election were issued in 53 cases; 30 railroad, and 23 airline. Of the 30 railroad cases 36 crafts or classes were involved among 23,928 employees of which 20,085 actively participated in the selection of the representative. In the 23 airline cases, among 26 crafts or classes, 2,317 employees were involved, of which 1,779 exercised their right to cast a ballot.

Certifications based on verification of authorizations were issued in five cases in fiscal 1971. Four of these cases were on railroads involving 127 employees and one airline case involving 19 employees.

During fiscal 1971, three airline cases were withdrawn before investigation involving 177 employees and two railroad cases were withdrawn before investigation involving 14 employees. Two railroad cases and two airline cases were withdrawn during investigation involving 30 employees and 16 employees, respectively.

The Board dismissed 16 cases: 13 airline and three railroad. The railroad cases involved 759 employees and the airline cases involved 1,325 employees.

Table 6 shows that 110 railroad employees in seven crafts or classes acquired representation for the first time by means of an election by a national organization. In the airline industry 1,172 employees representing 13 crafts or classes acquired representation via an election. In the railroad industry 11 employees representing one craft or class

acquired representation on the basis of authorizations submitted by a national organization. In the airline industry 19 employees representing two crafts or classes acquired representation on the basis of authorizations submitted by a national organization.

A new representative was selected by 1,309 employees in 15 crafts or classes in the railroad industry by means of an election by a national organization. Also in the railroad industry 16 employees in three crafts or classes changed representation by a national organization on the basis of authorizations submitted.

Among airline employees, there were 952 employees 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 22,530 employees in 11 crafts or classes retained, in an election, their same national organization after there was a challenge by another union. Also in the railroad industry 38 employees in two crafts or classes retained a local union as their bargaining agent. In the airline industry 53 employees in two crafts or classes retained their existing representation following a challenge by another union. Also in the airline industry 174 employees representing three crafts or classes acquired a new bargaining agent in an election. Their bargaining agents were local unions. In the airline industry a new representative was selected by 17 employees in one craft or class by means of an election by a local union.

III. MEDIATION DISPUTES

The Railway Labor Act is intended to provide an orderly procedure by which representatives of the carriers and employees will make and maintain agreements. Section 6 of the act outlines in detail the guidelines which must be followed when either party desires to change an agreement affecting rates of pay, rules, and working conditions. The first requirement is that a 30-day written notice of the intended change must be served upon the other party. Within 10 days after receipt of the notice of intended change, the parties shall agree upon the time and place for conference on the notice. This conference must be within 30 days provided in the notice of intended change. Thus, in the first step, the parties are required to place on record, with advance notice, their intention to change the agreement between them. Arrangements must be made promptly for direct conferences between the parties on the subject covered by the notice in an effort to dispose of any dispute affecting rules, wages, and working conditions. It is at this level of direct negotiation that the majority of labor disputes are disposed of without the assistance of or intervention by an outside party. Chapter VI of this report indicates that during the past fiscal year, 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 examination of the factual situation under the guidance of a mediator has resulted in accommodation by the parties to each others problems. Experience has shown that such agreements made on voluntary basis during mediation create an atmosphere of mutual respect and understanding in the administration of the contract on a day-to-day basis.

When the Board finds it impossible to bring about a settlement of

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

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

Section 6 of the Railway Labor Act reads as follows:

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

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

The carrier, on the other hand, will maintain that the procedure of notice and conference outlined in section 6 does not apply as the section has application only to those working conditions incorporated in written rules which have been made a part of the collective bargaining agreement with the representative of the employees and by which the carrier has expressly restricted or limited its authority to direct the manner in which certain services shall be rendered by its employees.

It is clear then that disputes of this nature involve a problem as to whether the proposed change can be instituted without serving a notice of intended change in the agreement on the other party. This raises a question of application of the existing agreement to the pending pro-

posal. 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.⁶

Section 6 states that where notice of intended change in an agreement has been given, rates of pay, rules, and working conditions shall not be altered by the carrier until the controversy has been finally acted upon in accordance with specified procedures. 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 some mediation cases the following situations occasionally 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. Under such circumstances the parties do not have a thorough knowledge of the issues in controversy or the views of the other party. 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 representative 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.

⁶See *The Detroit and Toledo Shore Line R.R. Co. v. United Transportation Union*, 396 U.S. 142 (1969).

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

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

IV. REPRESENTATION DISPUTES

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

Representatives, for the purposes of this act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employees for the 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 representatives 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 should 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 a craft or class involved, the parties, obviously, are the two labor organizations. However, in a dispute where employees are seeking to designate a representative for the first time, the dispute is between those who favor having a representative as opposed to those who are either indifferent or are opposed to having a representative for the purpose of the act.

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

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

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

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

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

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

The act requires elections conducted by the Board to be by secret ballot and precautions are taken to insure secrecy. Furthermore, the

Board affords every eligible voter an opportunity to cast a ballot. In elections conducted entirely by U.S. mail, every person appearing on the eligible list is sent a ballot along with an instruction sheet explaining how to cast a secret ballot. In ballot box elections, eligible voters who cannot come to the polls are generally 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 tabulation. The parties, if they so desire, may have an observer at these proceedings.

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

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

1. 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.

§ 1202.3 *Representation disputes.*

If any dispute shall arise among a carrier's employees as to who are the representatives of such employees designated and authorized in accordance with the requirements of the Railway Labor Act, it is the duty of the Board, upon request of either party to the dispute, to investigate such dispute and certify to both parties, in writing, the name or names of individuals or organizations that have been designated and authorized to represent the employees involved in the dispute, and to certify the same to the carrier.

§ 1202.4 *Secret ballot.*

In conducting such investigation, the Board is authorized to take a secret ballot of the employees involved, or to utilize any other appropriate method of ascertaining the names of their duly designated and authorized representatives in such manner as shall insure the choice of representatives by the employees without interference, influence, or coercion exercised by the carrier.

§ 1202.5 *Rules to govern elections.*

In the conduct of a representation election, the Board shall designate who may participate in the election, which may include a public hearing on craft or class and establish the rules to govern the election, or may appoint a committee of three neutral

persons who after hearing shall within 10 days designate the employees who may participate in the election.

§ 1202.6 *Access to carrier records.*

Under the Railway Labor Act the Board has access to and has power to make copies of the books and records of the carriers to obtain and utilize such information as may be necessary to fulfill its duties with respect to representative of carrier employees.

§ 1202.7 *Who may participate in elections.*

As mentioned in section 1202.3, when disputes arise between parties to a representation dispute, the National Mediation Board is authorized by the act to determine who may participate in the selection of employees' representatives.

§ 1202.8 *Hearings on craft or class.*

In the event the contesting parties or organizations are unable to agree on the employees eligible to participate in the selection of representatives, and either party makes application by letter for a formal hearing before the Board to determine the dispute, the Board may in its discretion hold a public hearing, at which all parties interested may present their contentions and argument, and at which the carrier concerned is usually invited to present factual information. At the conclusion of such hearings the Board customarily invites all interested parties to submit briefs supporting their views, and after considering the evidence and briefs, the Board makes a determination or finding, specifying the craft or class of employees eligible to participate in the designation of representatives.

§ 1203.2 *Investigation of representation disputes.*

Applications for the services of the National Mediation Board under section 2, Ninth, of the Railway Labor Act to investigate representation disputes among carriers employees may be made on printed forms N.M.B. 3 copies of which may be secured from the Board's Secretary. Such applications and all correspondence connected therewith should be filed in duplicate and the applications should be accompanied by signed authorization cards from the employees composing the craft or class involved in the dispute. The applications should show specifically the name or description of the craft or class of employees involved, the name of the invoking organization, the name of the organization currently representing the employees, if any, the estimated number of employees in each craft or class involved, and the number of signed authorizations submitted from employees in each craft or class. The applications should be signed by the chief executive of the invoking organization, or other authorized officer of the organization. These disputes are given docket numbers in series "R".

§ 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 em-

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 employees' 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 procedures in certain instances to dispose of other types of disputes, for example, the so-called minor disputes, i.e., those arising out of grievances or interpretation or application of existing collective bargaining agreements.

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

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

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

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

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

While the act provides for arbitration boards of either three or six members, six-member boards are seldom used and generally these boards are composed of three members. Each party to the dispute appoints one partisan member 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.

Summarized below are awards rendered during the fiscal year 1971 on disputes submitted to arbitration.

ARB. 303—Elgin, Joliet & Eastern Railway Company and United Transportation Union

Members of the arbitration board were Norman W. Kopp, representing the carrier, M. A. Ross, representing the organization and Howard A. Johnson, neutral member and chairman, selected by the parties and appointed by the National Mediation Board.

This arbitration board was established by agreement of the parties to determine the following issue:

Is Mr. G. L. Blandford entitled to any pension benefits under the terms of the March 1, 1963 Pension Agreement between the Elgin, Joliet, and Eastern Railway Company and the Brotherhood of Locomotive Fireman and Enginemen.

The carrier's position was that Mr. Blandford's "continuous service" for pension purposes was broken when his leave of absence to act as the salaried full time General Chairman of the Brotherhood on the carrier's property exceeded the six month maximum provided under the pension agreement.

The Union contended that the claimant was equally entitled to the pension rights accorded Messrs. McDonald and McCabe (other retired General Chairman from other carriers) and that he had not broken his continuous service under their interpretation of the pension agreement.

The Board filed its award on August 7, 1970 finding that the claimant had broken his continuous service under the terms of the pension agreement when his leave of absence exceeded the six month maximum and therefor he was not eligible for pension benefits.

Members of the arbitration board were J. J. Ratcliff and J. L. Russel, representing the carrier, W. R. Harrell and J. W. Reynolds, representing the Union and Samuel Dickey, neutral member and chairman, selected by the parties and appointed by the National Mediation Board.

The question submitted to the Board was; "Could the carrier extend the Memphis terminal switching limits at the Tennessee Yards on Tupelo subdivision because of the industrial growth of the city of Memphis and, if so, what conditions should be set to protect the rights of the employees involved?"

The carrier took the position that moving the switching limits was essential to the growth of Memphis and that it was impractical to service the new industrial complex being built with road crews from the Tupelo freight district.

The Union contended that the limits could not be changed under the terms of the prior agreement and that the work could be adequately performed by crews from the Tupelo Division.

The Board in filing its award on July 31, 1970, found that there was justification for extending the switching limits of Memphis, however the rights of the employees should be protected as follows:

1. The point for computing inbound terminal allowance on the subdivision would be changed to the point to which switching limits had been extended.

2. The carrier and the Union would meet and agree to a new normal running time.

3. The Tupelo Division road crews would be paid not less than 117 miles when running from Amory Yard to Tennessee Yard.

4. Work train service in connection with construction of the portion of the lead track to be initially constructed would be performed by the Tupelo road crews.

5. No further changes in switching limits would be allowed without agreement with the Union or mediation and arbitration as provided by the Railway Labor Act.

Members of the arbitration board were Orville D. Lape, Jr., representing the carrier, Bruce W. Burnes, representing the Union, and Charles C. Killingsworth, neutral member and chairman, selected by the parties and appointed by the National Mediation Board.

This arbitration board was established by agreement of the parties to decide what amount of increase in the basic rate of pay, and the effective dates thereof, should be granted to Security Policemen at Cape Kennedy for the ten and one half month period effective August 16, 1970 to and including June 30, 1971.

The award, filed December 10, 1970, by the Board raised the maximum rate for Security Policemen from \$3.52 per hour under the old agreement to \$3.77 per hour effective August 15, 1970 and \$3.97 per hour effective February 1, 1971. The carrier had offered a maximum rate of \$3.77 and the Union had demanded \$4.25 per hour. The award was thus a compromise to close the gap with other employee groups and still keep the carrier competitive.

Mr. Leverett Edwards, former member of the National Mediation Board, was selected as the sole arbitrator by the parties and appointed by the National Mediation Board. The specific issues were;

1. What wage scales were to be effective over the period of the agreement (July 1, 1969 to July 1, 1971) for the classifications included in the agreement?

2. What shift premium should be effective during said period?

3. What resolution of the proposal: "Effective July 1, 1969, any cargo employee required to use a special license shall be paid an additional 25¢ per hour over his regular pay scale for all hours worked and this shall be included in the computation of all overtime", should be made?

The Organization, through rate comparisons with other carriers showed that the employees of Airlift were underpaid for comparative work in the air line industry.

The Carrier's principal rebuttal was its inability to pay higher rates because of its poor financial condition.

In his award, issued November 30, 1970, the Arbitrator made the following determination:

1. The top basic wage was set at \$3.90 per hour for Cargo Handlers (the same as Flying Tigers) and all other classifications were raised to show the same percentage increase from the date of the award to July 1, 1971. Retroactivity from July 1, 1969 to date of the award was set at 7 percent to be paid in three equal installments.

2. Shift premiums were raised to 16 cents per hour for the afternoon shift and 23 cents per hour for the midnight shift.

3. The additional 25 cents per hour for employees required to have a special license was denied since none were required by the carrier at the time of the award.

Subsequent to this decision, the Arbitrator was called on by the parties for an interpretation of the award as to the application of the 7 percent retroactivity rate. Here the Arbitrator ruled that the 7 percent was to be figured only on the straight time hours worked. Hours for which overtime pay was received were not to be counted in the calculation.

2. EMERGENCY BOARDS—SECTION 10, RAILWAY LABOR ACT

As a last resort in the design of the act to preserve industrial peace on the railways and airlines, section 10 provides for the creation of emergency boards to deal with emergency situations:

If a dispute between a carrier and its employees be not adjusted under the foregoing provisions of this Act and should, in the judgment of the Mediation Board, threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the Mediation Board shall notify the President, who may thereupon, in his discretion, create a board to investigate and report respecting such dispute * * *.

This section further provides:

After the creation of such board, and for 30 days after such board has made its report to the President, no change, except by agreement, shall be made by the parties to the controversy in the conditions out of which the dispute arose.

Emergency boards are not permanently established, as the act provides that "such Boards shall be created separately in each instance."

The act leaves to the discretion of the President, the actual number of appointees to the Board. Generally, these boards are composed of three members, although there have been several instances when such boards have been composed of as many as five members. There is a requirement also in the act that "no member appointed shall be pecuniarily or otherwise interested in any organization of employees or any carrier."

In some cases, the emergency boards have been successful through mediatory efforts in having the parties reach a settlement of the dispute, without having to make formal recommendations. In the majority of instances, however, recommendations for settlement of the issues involved in the dispute are made in the report of the emergency board to the President.

In general the procedure followed by the emergency boards in making investigations is to conduct public hearings giving the parties involved the opportunity to present factual data and contentions in support of their respective positions. At the conclusion of these hearings the board prepares and transmits its report to the President.

The parties to the dispute are not compelled by any requirement of the act to adopt the recommendations of an emergency board. When the provision for emergency boards was included in the Railway Labor Act, it was based on the theory that this procedure would further aid the parties in a calm dispassionate study of the controversy and also afford an opportunity for the force of public opinion to be exerted on the parties to reach a voluntary settlement by accepting the recommendations of such board or use them as a basis for resolving their differences.

While there have been instances where the parties have declined to adopt emergency board recommendations and strike action has followed; the experience over the years has been that the recommendations of such boards have contributed substantially to amicable settlements of serious controversies which might otherwise have led to far-reaching interruptions of interstate commerce.

Summarized below are the reports to the President issued by emergency boards during the fiscal year ending June 30, 1971.

Emergency Board No. 177 (N.M.B. Case A-8381 and N.M.B. Case A-8381, Sub Nos. 12, 13, 14, 15, and 16. National Railway Labor Conference and certain of their employees represented by the United Transportation Union.)

This emergency board was created by Executive Order 11543 dated July 7, 1970. President Nixon appointed the following persons as members: Frederick R. Livingston, attorney, New York City, chairman; Willoughby Abner, director of the National Center for Dispute Settlement, Washington, D.C.; and James C. Vadkin, professor of economics and industrial relations, University of Miami, Miami, Fla.

The carriers before this Board represented over 130 railroads, with 95 percent of the country's track mileage. The Organization, the United Transportation Union, represented 20,000 firemen currently employed on these carriers.

The dispute before the Board, the fireman manning issue, was the Nation's longest labor dispute, dating back to 1937. It was also the most studied and volatile issue on the American labor scene. The United Transportation Union sought to restore approximately 18,000 firemen to their jobs who had been eliminated from the diesel locomotives by a decision handed down in 1963 by Arbitration Board 282

acting under the authority of Public Law 88-108, enacted by Congress. The Congressional action limited the award's effect to 2 years.

In the report to the President, filed on August 6, 1970, the Board made the following recommendations based largely on the concept developed by the parties themselves:

1. A new dual purpose or combination classification should be established combining the present functions of firemen and brakemen on diesel road locomotives and firemen and yardmen on yard locomotives. The appropriate descriptive title for such dual purpose classification should be determined by the parties.

2. No new hires would establish firemen seniority after the date of the agreement. Present firemen should be given job protection and the firemen classification should be eliminated through the process of attrition.

3. A training program should be developed by the carriers with the active participation of UTU to qualify employees for promotion to either conductor or engineer based on the needs of the service.

4. In order to provide an opportunity for men holding firemen seniority who were assigned to less desirable jobs as a result of Award 282, all such employees should be granted free exercise of seniority on an agreed upon date to be known as "Sadie Hawkins Day". At that time all firemen would be given the opportunity to indicate their respective preferences for available jobs and be assigned to the job preferred in order of their respective seniority.

5. The exercise of seniority as set forth in recommendation 4 above should be subject, however, to the obligation recognized by UTU to fill "must fill" jobs (passenger firemen, jobs required by full crew laws and hostler jobs). "Must fill" jobs should be filled for as long as the requirements of the service demand and the carriers, in turn, should make appropriate accommodation to compensate those employees for loss of earnings resulting from such assignments.

6. The UTU should give its commitment that it will not oppose repeal of state full-crew laws.

7. There should be a 5-year moratorium on the filing of any notices inconsistent with the manning recommendations set forth above. A committee should be established to review propriety of questionable notices.

8. The parties have had extensive discussions relating to the method of implementing the basic manning formula. They did not reach agreement on all aspects. Since tentative agreement on each item was contingent upon achieving a complete agreement, we make no comment upon those detailed matters.

An important unresolved item relates to the sharing of savings resulting from the introduction of the combination classification and gradual elimination of the fireman classification. Economists for both sides developed savings data during the prior informal discussions of the parties. We have been informed that this data can be brought up to date within a day or two. However, none of that material has been made available to this Board. Therefore, we have insufficient information upon which to make meaningful recommendations as to the method and timing for distribution of such savings.

Under the statute the parties are free to engage in self-help unless they conclude an agreement within 30 days following the submission of this report. The members of the Board believe that the remaining outstanding items are susceptible to early resolution. We strongly

urge the parties to resume negotiations promptly with a view toward reaching an early complete agreement.

9. If within 10 days of this report the parties fail to reach complete agreement, we recommend that the Secretary of Labor appoint a special mediator to assist them. If mediation does not resolve the outstanding issues within 5 days they should be submitted to expedited arbitration.

We recommend this expedited procedure in light of the extended negotiations that have already taken place and mindful of the 30-day period fixed by the statute. We sincerely hope that the parties can reach complete agreement through their own free collective bargaining. If, however, such bargaining fails, this schedule will permit the arbitrator sufficient time to consider the open matters and issue his award prior to the statutory deadline.⁷

Emergency Board No. 178 (N.M.B. Cases A-8830, and A-8853 Sub Nos. 1, 2, and 3 National Railway Labor Conference and the Eastern, Western and Southeastern Carriers Conference Committee and certain of their employees represented by the United Transportation Union; the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees; the Brotherhood of Maintenance of Way Employees; and the Hotel and Restaurant and Bartenders International Union).

This emergency board was created by Executive Orders 11558 and 11559 issued by President Nixon September 18, 1970 and consisted of Lewis M. Gill, arbitrator, Merion, Pennsylvania, chairman; Robert O. Boyd, arbitrator, Washington, D.C.; member; William H. Coburn, attorney and arbitrator, Washington, D.C., member; Jacob Seidenberg, arbitrator, Falls Church, Va., member; and Rolf Valtin, arbitrator, Washington, D.C. member.

This dispute involved four Unions representing a total of about 400,000 employees on most of the Nation's railroads and resulted from the parties failure to reach agreement on improvements to wages and work rules during negotiations and mediation. After the statutory requirements of the Railway Labor Act had been exhausted, on September 15, 1970, the unions struck three railroads—The Baltimore and Ohio RR Co., the Chesapeake and Ohio Rwy. Co., and the Southern Pacific Transportation Co. Due to the selective nature of the strikes, the stoppages were halted by a temporary restraining order of the U.S. District Court of the District of Columbia. Following this the President appointed Emergency Board 178.

In its report to the President on September 18, 1970, the Board made the following recommendations:

1. Wage increases totaling 32.5 percent (37 percent when compounded) over 3 years would be granted.
2. Withdrawal by the Union of its vacation and holiday demands because of the poor financial conditions of the railroads and the large wage increases recommended.
3. A number of work rule changes which would result in a more economical use of road and yard crews.
4. The creation of a Standing Committee to consider other unresolved issues.

Three of the Unions involved—the Brotherhood of Maintenance of Way Employees; the Brotherhood of Railway, Airline, and Steam-

⁷ These recommendations were not accepted by the organization.

ship Clerks; and the Hotel and Restaurant Employees—reached agreements with the carriers based generally upon the Board's recommendations. The fourth Union—the U.T.U.—rejected the Board's recommendations and elected to strike the railroads on a selective basis.

Emergency Board No. 179 (NMB Case Nos. A-8811 and 8811 Sub 1, National Railway Labor Conference and the Eastern, Western, and Southeastern Carriers Conferences Committees and certain of their employees represented by the Brotherhood of Railway Signalmen.

This board was created by President Nixon under Executive Order 11585, dated March 4, 1971 and consisted of Paul N. Guthrie, professor of economics, University of North Carolina, chairman; Thomas G. S. Christensen, professor of law, New York University, member; and Jean T. McKelvey, professor of industrial and labor relations, Cornell University, member.

The Brotherhood of Railroad Signalmen was asking for a cumulative hourly wage increase of \$2.61 over the 3-year period of January 1, 1970 to December 31, 1972 or a percentage increase of 68½ percent. The carriers had offered \$1.37 per hour increases for a 3½-year period or an increase of 36 percent.

The Board, in its report to the President on March 4, 1971, recommended the following settlement;

1. Wage increases up to 42 percent over a 42-month period.
2. A ninth paid holiday
3. A fifth week of vacation after 25 years of service.
4. Establishment of a Joint Committee, with a neutral member to determine the use, standards and possible elimination of camp cars.
5. Establishment of a Joint Committee to investigate the establishment of an apprentice training program for Signalmen.
6. A moratorium to June 30, 1973 when the proposed agreement would become amendable, on all notices or changes in pay and work rules covered by the recommendations or dropped by the parties during negotiations.

These recommendations were generally patterned after the settlements based upon the recommendations of Emergency Board 178. They were rejected by the Brotherhood of Railroad Signalmen, who subsequently struck the railroads on May 17, 1971.⁸

As of the close of the fiscal year covered by this report the dispute remained unresolved and was a continuing subject of negotiations and mediation.

⁸ See ch. I, section 1 for discussion of strike activity.

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 provision 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 37-year period of 1935-71. During the last fiscal year, there were two initial agreements in the railroad industry. In the airline industry there were five initial agreements. A total of 6,112 agreements are on file in the Board's offices. Of this number 689 are with air carriers.

The above figure includes the numerous revisions and supplements to existing agreements previously filed with the Board.

2. NOTICES REGARDING CONTRACTS OF EMPLOYMENT

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

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

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

customary bulletin boards giving information to employees and at 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 NMB-7 was devised to conform to the January 10, 1951, amendments to the act. This poster should be placed adjacent to poster No. MB-1 or MB-6. Sample copies of these posters, which may be reproduced as required, may be obtained from the Executive Secretary of the Board.

VII. INTERPRETATION AND APPLICATION OF AGREEMENTS

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

1. INTERPRETATION OF MEDIATION AGREEMENTS

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

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

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

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

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

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

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

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

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

During the fiscal year, 1971, the Board was called upon to interpret the terms of two mediation agreements which, added to the one request on hand at the beginning of the fiscal year, made a total of three under consideration. At the conclusion of the fiscal year, two requests had been disposed of leaving one still pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 122 cases under the provisions of section 5, second, of the Railway Labor Act, as compared to a total of 121 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 34 members, 17 representing, chosen, and compensated by the carriers and 17 representing, chosen, and compensated by the so-called standard railway labor organizations.

By amendment (Public Law 91-234) approved April 23, 1970, the first division is composed of 8 members, 4 of whom are selected and designated by the carriers and 4 of whom are selected and designated by the labor organizations, national in scope.

The second and third divisions are composed of 10 members each, equally divided between representatives of labor and management.

The fourth division has 6 members, also equally divided. The law establishes the headquarters of the adjustment board at Chicago, Illinois. 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.

A list of all persons serving as referees on the four divisions of the adjustment board are shown in appendix A. During its 37-year existence the adjustment board has received 70,904 cases and disposed of 67,889. Table 9 of this report shows that 1,559 were disposed of in fiscal 1971—789 by decision and 618 by withdrawal. In the fiscal year 1971, 882 new cases were received compared with 921 received during fiscal 1970.

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).

Special boards of adjustment continued to function during the past year. The number of these boards continues to decrease. Eight new special boards of adjustment were created and during this period a total of 50 boards convened. These boards had disposed of 725 cases as of June 30, 1971. This figure compares with 1341 cases disposed of during the preceding fiscal year.

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 make all awards of the National Railroad Adjustment Board and special boards of adjustment established pursuant to the amendment, final (including money awards) and provide 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.

Neutral members of Public Law Boards are appointed by the National Mediation Board. In addition to neutrals appointed to dispose of disputes involving grievances, or interpretations or application of collective bargaining agreements neutrals may be appointed to dispose of procedural issues which arise as to the establishment of the Board itself.

During the past year 188 Public Law Boards were established and 226 convened. Eight of these boards initially involved procedural issues, and the remainder concerned the merits of specific grievances. In fiscal year 1970 there were 168 Public Law Boards established and 258 convened. Nineteen of these boards involved procedural issues.

Inquiries and correspondence in regard to Public Law Boards should be addressed to Administrative Officer, National Railroad Adjustment Board, 220 South State Street, Chicago, Ill. 60604.

TITLE 29—LABOR

Chapter X—National Mediation Board

PART 1207—ESTABLISHMENT OF SPECIAL ADJUSTMENT BOARD

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 13176 and 13177.

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

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

THOMAS A. TRACY,
Executive Secretary.

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

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

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

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

(a) *Designation of party member of PL Board.* Public Law 89-455 provides that within thirty (30) days from the date a written request is made by an employee representative upon a carrier, or by a carrier upon an employee representative, for the establishment of a PL Board, an agreement establishing such a Board shall be made. If, however, one party fails to designate a member of the Board, the party making the request may ask the Mediation Board to designate a member on behalf of the other party. Upon receipt of such request, the Mediation Board will

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

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

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

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

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

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

§1207.2 Requests for Mediation Board action.

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

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

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

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

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

§1207.3 Compensation of neutrals.

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

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

(2) The same procedure will apply in cases where carrier and employee representatives are unable to agree upon the establishment and jurisdiction of a PL Board, and mutually agree upon a procedural neutral person to sit with them as a member and determine such issues.

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

(a) *Designation of PL Boards.* All special adjustment boards created under Public Law 89-456 will be designated PL Boards, and will be numbered serially,

commencing with No. 1, in the order of their docketing by the National Mediation Board.

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

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

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

6. AMTRAK—RAIL WORKER PROTECTION PLAN CERTIFIED BY HODGSON

Secretary of Labor J. D. Hodgson certified as "fair and equitable" an arrangement to protect the rights of workers adversely affected by curtailment of intercity passenger rail service.

The Plan, which went into effect on May 1, 1971, was designed to protect the interests of employees who are displaced or dismissed as a result of the new route system created by the National Railroad Passenger Corp. (Railpax).

Under the Rail Passenger Service Act of 1970, which established Railpax, workers adversely affected by discontinuation of the intercity passenger rail service must receive a measure of protection.

Workers effected by the discontinuance of passenger service will be considered for other employment by the individual railroads for which they now work on the basis of establishing seniority rules. Because of the cutback in passenger service, some workers may be displaced into lower-paying jobs or released. The plan is designed to provide a measure of protection for these workers.

The railroad plan will provide protections for displaced and dismissed employees for up to 6 years. Currently, 4 years of protective coverage are required under the Interstate Commerce Act. Additional periods of protective coverage are provided under some labor agreements in the industry.

Secretary Hodgson, who was given authority to certify the arrangement by the Rail Passenger Service Act of 1970, listed the following major features of the protective plan:

Displaced or dismissed workers can elect to receive monthly cash payments sufficient to provide them with an income equal to what they would have received had they remained on their former jobs. The "protective" period for such payments is determined by a worker's length of service, up to a maximum of 6 years. Income from other employment or unemployment insurance will be figured in determining a differential payment. If adversely affected workers decide to take the monthly cash allowance, they will also receive the fringe benefits to which they normally would be entitled.

Dismissed workers have the option of accepting lump-sum payment in lieu of the monthly cash allowance and benefits. The lump-sum payment will be based on the length of a worker's service and will provide 3 months pay for 1-2 years service, 6 months for 2-3 years, 9 months for 3-5 years, and 12 months over 5 years.

Any worker who has to move his place of residence due to a job-site change brought about by a discontinuation of rail service will receive moving expenses for himself and his family. Further, if such an employee is furloughed within 3 years after transferring to another job site and chooses to move back to where he was previously employed, the railroad will pay moving expenses.

Benefits apply not only to railroad employees but to workers of other enterprises owned, used by, or which use the railroads, including such operations as railway express and rail ferry companies.

The plan further provides for prompt arbitration of disputes over whether an employee is adversely affected by train discontinuances.

In accepting the plan Secretary Hodgson expressed regret that the railroads and unions involved could not themselves have agreed upon final provisions of the plan.

However, the Secretary stressed the fact that the plan he was certifying provided workable protection for railroad workers upon the institution of Railpax's nationwide rail passenger service network.

APPENDIX C-1

The scope and purpose of this appendix are to provide, pursuant to section 405 of the act, for fair and equitable arrangements to protect the interests of employees of Railroad affected by discontinuances of Intercity Rail Passenger Service subject to section 405 of the act; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this appendix.

Article I

1. Definitions.—The definitions in article 1 of the agreement and in the act apply in this appendix and in the event of conflict in definitions, those in the act shall be controlling. In addition, whenever used in this appendix, unless its context requires otherwise:

(a) "Transaction" means a discontinuance of Intercity Rail Passenger Service pursuant to the provisions of the act.

(b) "Displaced employee" means an employee of Railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employee of Railroad who, as a result of a transaction is deprived of employment with Railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of Railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of Railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that the benefits under this appendix, or any other

arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

4. When Railroad contemplates a transaction after May 1, 1971, it shall give at least twenty (20) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of Railroad (including terminal companies and other enterprises covered by article III of this appendix) and by sending registered mail notice to the representatives of such interested employees; if Railroad contemplates a transaction on May 1, 1971, it shall give the notice as soon as possible after the signing of this Agreement, prior to May 1, 1971. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes.

At the request of either Railroad or representatives of such interested employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix shall commence immediately and continue for not more than twenty (20) days from the date of notice. Each transaction which will result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of the twenty (20) day period there is a failure to agree, the negotiations shall terminate and either party to the dispute may submit it for adjustment in accordance with the following procedures:

(a) Within five (5) days from the termination of negotiations, the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee, then the National Mediation Board shall immediately appoint a referee:

(b) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(c) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(d) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

Notwithstanding any of the foregoing provisions of this section, at the completion of the twenty (20) day notice period or on May 1, 1971, as the case may be, Railroad may proceed with the transaction, provided that all employees affected (displaced, dismissed, rearranged, etc.) shall be provided with all of the rights and benefits of this appendix from the time they are affected through to expiration of the seventy-fifth (75th) day following the date of notice of the intended transaction. This protection shall be in addition to the protection period defined in article I, paragraph (d). If the above proceeding results in displacement, dismissal, rearrangement, etc. other than as provided by Railroad at the time of the transaction pending the

outcome of such proceedings, all employees affected by the transaction during the pendency of such proceedings shall be made whole.

5. *Displacement allowances.*—(a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972, and 12 hours limit for any allowances paid thereafter); provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause.

6. *Dismissal allowances.*—(a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the the reduction, if any, which would have occurred during the specified

twelve month period had Public Law 91-169, amending Hours of Service Act of 1907 been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter); provided further that such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with Railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and Railroad shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with Railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Railroad from which he was dismissed after being notified, or with the National Railroad Passenger Corporation after appropriate notification, if his return does not infringe upon employment rights of other employees under a working agreement.

7. *Separation allowance.*—A dismissed employee entitled to protection under this Appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. *Fringe benefits.*—No employee of Railroad who is affected by a transaction shall be deprived during his protective period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of Railroad, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. *Moving expenses.*—Any employee retained in the service of Railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed three working days, the exact extent of the responsibility of Railroad during the time necessary for such transfer and for a reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by Railroad and the affected employee or his representatives; provided, however, that

changes in place of residence which are not a result of the transaction, which are made subsequent to the initial change or which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section; provided further, that the Railroad shall, to the same extent provided above, assume the expenses, etc. for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provisions of this Section unless such claim is presented to Railroad within 90 days after the date on which the expenses were incurred.

10. Should Railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. *Arbitration of disputes.*—(a) In the event Railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except sections 4 and 12 of this article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved Labor Organization or the highest officer designated by Railroad, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) In the event a dispute involves more than one Labor Organization, each will be entitled to a representative on the arbitration committee, in which event Railroad will be entitled to appoint additional representatives so as to equal the number of Labor Organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the Railroad's burden to prove that factors other than a transaction affected the employee.

12. *Losses from home removal.*—(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of Railroad (or who is later restored to service after being entitled to receive a dismissal allowance)

who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by Railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. Railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, Railroad shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, Railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are made subsequent to the initial changes caused by the transaction and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this section.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to Railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employees, or their representatives, and Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and one by Railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

Article III

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when terminated or furloughed, even though in a different craft or class, on Railroad which he is, or by training or retraining physically and mentally can become, qualified, not however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, Railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who has made a request under sections 1 or 2 or this article II fails without good cause within 10 calendar days to accept an offer of a position comparable

to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

Article III

Subject to this Appendix, as if employees of Railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by Railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3) of part I of the Interstate Commerce Act, as amended, in which Railroad has an interest, to which Railroad provides facilities, or with which Railroad contracts for use of facilities, or the facilities of which Railroad otherwise uses; except that the provisions of this Appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier and to the National Railroad Passenger Corporation; provided that said carriers and the National Railroad Passenger Corporation shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and the Corporation and Railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with the National Railroad Passenger Corporation or any carrier for which application for employment has been made in accordance with this section.

Article IV

Employees of Railroad who are not represented by a Labor Organization shall be afforded substantially the same levels of protection as are afforded to members of Labor Organizations under these terms and conditions.

In the event any dispute or controversy arises between Railroad and an employee not represented by a Labor Organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to the Secretary of Labor for determination. The determination of the Secretary of Labor, or his designated representative, shall be final and binding on the parties.

Article V

1. It is the intent of this Appendix to provide employee protections which meet the requirements of Section 405 of the Act and are not less than the benefits established pursuant to section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in wording and organization from arrangements earlier developed under section 5(2)(f) have been necessary to make such benefits applicable to contemplated discontinuances of intercity rail passenger service affecting a great number of railroads throughout the Nation. In making such changes

it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established pursuant to section 5(2)(f) of the Interstate Commerce Act.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected, and such provision shall be renegotiated and resubmitted to the Secretary of Labor for certification pursuant to section 405 of the act.

THE NATIONAL RAILROAD PASSENGER CORPORATION AGREEMENT

APPENDIX C-2

NRPC, having at the date of this agreement no employees whose interests could be affected by discontinuance of Intercity Rail passenger Service, undertakes, after commencement of operations in the basic system, to provide fair and equitable arrangements to protect the interests of its employees affected by such discontinuance as required by section 405 of the act and subject to the required certification by the Secretary of Labor.

Section 7.3. Labor protection costs.

Railroad shall provide fair and equitable arrangements to protect the interests of its employees affected by the discontinuance of Intercity Rail Passenger Service whether occurring before, on or after January 1, 1975, to the extent required by and on the terms and conditions set forth in appendix C-1.

(a) Railroad shall have the obligation for the costs of such protection without reimbursement by NRPC, for employees of Railroad affected by its discontinuances of Intercity Rail Passenger Service under section 401(a)(1) of the act.

(b) Within sixty (60) days after May 1, 1971, Railroad shall furnish to NRPC a list of those job positions to be occupied by employees of Railroad as will be necessary for the provision of services by Railroad for NRPC pursuant to sections 3.1 and 3.3 insofar as such section implements section 3.1, and in the event Railroad incurs employee protection costs as a result of the elimination or consolidation of any of the job positions set forth on such list, either NRPC or Railroad may submit to arbitration under article 6 hereof the existence and extent of any obligation of NRPC under the act to reimburse Railroad for such costs. As an alternative to such submission, either NRPC or Railroad shall have the option to petition the U.S. District Court for the District of Columbia for a declaratory judgment to resolve such controversy. In the event that such District Court determines such controversy, its determination, subject to any appeal provided by law, shall finally resolve the question under this Agreement. If such District Court determines, subject to any such appeal, that it is without jurisdiction to determine such controversy, arbitration shall proceed under article 6 hereof after final determination.

(c) In the event Railroad is required, pursuant to sections 3.2 and 3.3 insofar as such section implements section 3.2, to increase the number of job positions over the number of such positions as specified on the list furnished by Railroad to NRPC pursuant to subsection (b)

hereof, or is required to reestablish job positions shown on such list theretofore eliminated, and Railroad thereafter incurs employee protection costs as a result of the elimination or consolidation of such increased or reestablished job positions, NRPC shall reimburse Railroad for the full amount of such costs less the amount by which Railroad may have been relieved of its employee protection costs by such increased or reestablished positions.

(d) NRPC shall provide at its expense fair and equitable arrangements to protect the interests of its own employees affected by its discontinuance of Intercity Rail Passenger Service occurring after May 1, 1971, to the extent required by and on the terms and conditions set forth in appendix C-2.

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 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:

Harry D. Bickford
Charles H. Callahan
Robert J. Cerjan
A. Alfred Della Corte
Charles M. Dulen
Dana E. Eischen
Lawrence Farmer
Robert J. Finnegan
Arthur J. Glover
Edward F. Hampton

Thomas C. Kinsella
Warren S. Lane
Robert B. Martin
E. B. Meredith
Charles H. Peacock
Walter L. Phipps
William H. Pierce
Rowland K. Quinn, Jr.
Joseph W. Smith
John B. Willits

Eugene C. Frank, deceased, Sept. 17, 1970.
 Matthew E. Kearney, retired, July 31, 1970.
 Raymond McElroy, retired, Apr. 1, 1971.
 Michael J. O'Connell, retired, May 28, 1971.
 Tedford E. Schoonover, retired, May 28, 1971.

Financial Statement

For the fiscal year 1971, the Congress appropriated \$2,454,000 for administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediations, \$975,036; voluntary arbitration and emergency disputes, \$592,203; adjustment of railroad grievances \$785,000.

Accounting of all moneys appropriated by Congress for the fiscal year 1971, pursuant to the authority conferred by "An Act to amend the Railway Labor Act approved May 20, 1926" (amended June 21 1934):

Expenses and obligations:

Personnel services.....	\$1, 786, 846
Personnel benefits.....	112, 367
Travel and transportation of persons.....	225, 134
Transportation of things.....	362
Rent, communications, and utilities.....	67, 910
Printing.....	45, 109
Other services.....	81, 403
Supplies and materials.....	14, 809
Equipment.....	18, 299
Unobligated balance.....	101, 761

Amount available.....	2, 454, 000
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REGISTER

MEMBERS, NATIONAL MEDIATION BOARD

<i>Name</i>	<i>Appointed</i>	<i>Terminations</i>
William M. Leiserson.....	July 21, 1934	Resigned May 31, 1939.
James W. Carmalt.....	do.....	Deceased Dec. 2, 1937.
John M. Carmody.....	do.....	Resigned Sept. 30, 1935.
Otto S. Beyer.....	Feb. 11, 1936	Resigned Feb. 11, 1943.
George A. Cook.....	Jan. 7, 1938	Resigned Aug. 1, 1946.
David J. Lewis.....	June 3, 1939	Resigned Feb. 5, 1943.
William M. Leiserson.....	Mar. 1, 1943	Resigned May 31, 1944.
Harry H. Schwartz.....	Feb. 26, 1943	Term expired Jan. 31, 1947.
Frank P. Douglass.....	July 3, 1944	Resigned Mar. 1, 1950.
Francis A. O'Neill, Jr.....	Apr. 1, 1947	Resigned April 30, 1971.
John Thad Scott, Jr.....	Mar. 5, 1948	Resigned July 31, 1953.
Leverett Edwards.....	Apr. 21, 1950	Resigned July 31, 1970.
Robert O. Boyd.....	Dec. 28, 1953	Resigned Oct. 14, 1962.
Howard G. Gamser.....	Mar. 11, 1963	Resigned May 31, 1969.
Georges S. Ives.....	Sept. 19, 1969	Term expires July 1, 1972.
David H. Stowe.....	Dec. 10, 1970	Term expires July 1, 1973.

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

NAYLOR, G. L. *Chairman*
HIRST, W. A., *Vice Chairman*

ALTUS, W. W., JR. ¹	KIEF, C. E.
ANDERSON, D. S.	LANDRY, J. D. ²
BLACK, R. E.	MCDERMOTT, E. J.
BRAIDWOOD, H. F. J.	MILLER, D. A.
BUELOW, K. E. ³	MYLES, A. E. ²
CARLISLE, J. E.	OTTO, A. T., JR.
CARTER, P. C.	RIORDAN, F. P.
CRAWFORD, C. M. ²	SMITH, R. W.
EUKER, W. F.	SNELL, W. F., JR. ²
FEHNER, H. C. ²	STENZINGER, R. E.
GABRIEL, Q. C.	STRUNCK, T. F.
HAESAERT, E. J. ³	SWARTZ, W. J. ²
HARPER, H. G.	TIPTON, J. R. ⁴
HORSLEY, E. T.	WERTZ, O. L.
JONES, W. B.	WHITEHOUSE, J. W.
KASAMIS, G. P.	YOUHN, G. M. ²

Accounting for all moneys appropriated by Congress for the fiscal year 1971, 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, including supplemental appropriation.....	\$717, 000
Transferred from National Mediation Board.....	68, 000
	\$785, 000

Expenditures:

Salaries of employees.....	\$427, 439
Salaries of referees.....	154, 450
Personnel benefits.....	39, 014
Travel expenses (including referees).....	31, 000
Transportation of things.....	125
Communication services.....	19, 181
Printing and reproduction.....	38, 695
Other contractual services.....	57, 906
Supplies and materials.....	8, 769
Equipment.....	8, 421

Total expenditures.....	785, 000
Unexpended balance.....	-0-

¹ Replaced Gerald Orndorff.

² Replaced Members leaving Board Dec. 31, 1970 (C. A. Conway, W. R. Harris, P. R. Humphreys, D. P. Lee, J. R. Mathieu, J. F. Morrissey, H. S. Tansley and G. C. White).

³ Replaced E. H. Wolfe.

⁴ Replaced J. F. Tahney.

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

Name	Title	Salary paid	Duties
ADMINISTRATION			
Carvatta, Roy J.....	Administrative officer.....	\$20,569.92	Subject to direction of National Mediation Board, administers N. R. A. B. Governmental affairs.
Swanson, Ronald A.....	Assistant administrative officer.	11,892.24	Accounting and auditing.
Brasch, Rosemarie.....	Clerical assistant.....	8,730.44	Assists in accounting and auditing.
Tuttle, George J.....	do.....	8,455.20	Clerical.
Parker, Bruno J.....	Clerk.....	7,264.24	Do.
DIVISIONAL			
Killeen, Eugene A.....	Executive secretary.....	\$17,092.80	Administration of affairs of the four divisions.
Paulos, Angelo W.....	Assistant executive secretary.	11,418.72	Assists executive secretary.
Dever, Nancy J.....	Secretary (administrative assistant).	9,622.48	Secretarial, stenographic, and clerical.
Hudson, Lucile B.....	do.....	8,538.40	Do.
Lamborn, Dorothy T.....	do.....	10,860.48	Do.
Telma, Dolores A.....	do.....	8,655.68	Do.
Czerwonka, Veronica C.....	Clerk (typing).....	8,230.72	Clerical and typing.
Wozniak, Bernice C.....	do.....	8,230.72	Do.
Humfreville, Muriel L.....	Executive secretary.....	14,679.47	Administration of affairs of division.
Schultz, Stanley H.....	do.....	15,806.64	Do.
CONFIDENTIAL ASSISTANTS			
Adams, Henrietta V.....	Secretary (confidential assistant).	\$10,860.48	Secretarial, stenographic and clerical.
Arnold, Eleanore L.....	do.....	9,473.76	Do.
Donfris, Victoria D.....	do.....	9,192.48	Do.
Fisher, Doris S.....	do.....	10,216.24	Do.
Frey, Catherine E.....	do.....	10,860.48	Do.
Glassman, Sarah.....	do.....	9,152.96	Do.
Harding, Edna L.....	do.....	10,026.48	Do.
Keating, Mary Alice M.....	do.....	8,340.96	Do.
LaChance, Kathleen V.....	do.....	10,026.48	Do.
Loughrin, Catherine A.....	do.....	9,653.68	Do.
Morgan, Ruth B.....	do.....	9,990.96	Do.
Price, Georgia L.....	do.....	9,413.44	Do.
Raftl, Joan M.....	do.....	8,992.96	Do.
Schiller, Betty J.....	do.....	9,745.20	Do.
Smith, Joan M.....	do.....	10,860.48	Do.
Smith, Lois E.....	do.....	10,860.48	Do.
Stanger, Dianne M.....	do.....	9,473.76	Do.
Sullivan, Josephine A.....	do.....	9,784.56	Do.
Vorphal, Joan A.....	do.....	10,589.04	Do.
Willfong, Kathleen E.....	do.....	6,460.16	Do.
Bulls, Eugenia.....	do.....	6,089.68	Do.
Carley, Yvonne M.....	do.....	7,596.03	Do.
Castellanos, Hope M.....	do.....	5,801.28	Do.
Foley, Jean F.....	do.....	4,670.36	Do.
Glenn, Allise N.....	do.....	6,598.24	Do.
Howat, Helen S.....	do.....	5,902.88	Do.
Mills, Frances.....	do.....	5,230.16	Do.
Thomas, Cecelia G.....	do.....	6,451.60	Do.
Tichacek, James R.....	do.....	5,750.64	Do.
Vought, Marcella R.....	do.....	9,016.64	Do.
Zukas, Mary E.....	do.....	418.08	Do.

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

Name	Title	Salary paid	Duties
REFEREES—FIRST DIVISION			
Dorsey, John H.; 38¼ days @ \$100 per day.	-----	\$3,875.00	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Hall, Levi M.; 7½ days @ \$100 per day.	-----	750.00	Do.
Hamilton, Don; 7 days @ \$100 per day.	-----	700.00	Do.
Larkin, John Day; 2 days @ \$100 per day.	-----	200.00	Do.
McCandless, John R.; 12¼ days @ \$100 per day.	-----	1,275.00	Do.
Rohman, Murray M.; 22½ days @ \$100 per day.	-----	2,250.00	Do.
Sempliner, Arthur W.; 4 days @ \$100 per day.	-----	400.00	Do.
SECOND DIVISION			
Dolnick, David; 8 days @ \$100 per day.	-----	\$800.00	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Dorsey, John H.; 24 days @ \$100 per day.	-----	2,400.00	Do.
Gilden, Harold M.; 56 days @ \$100 per day.	-----	5,600.00	Do.
Harr, Don J.; 32½ days @ \$100 per day.	-----	3,250.00	Do.
McGovern, John J.; 97 days @ \$100 per day.	-----	9,700.00	Do.
McPherson, William H.; 38¼ days @ \$100 per day.	-----	3,875.00	Do.
Quinn, Francis X.; 13 days @ \$100 per day.	-----	1,300.00	Do.
Ritter, Gene T.; 45½ days @ \$100 per day.	-----	4,550.00	Do.
Simons, Jesse; 40¼ days @ \$100 per day.	-----	4,075.00	Do.
Stark, Arthur; 1½ days @ \$100 per day.	-----	150.00	Do.
Zumas, Nicholas H.; 18 days @ \$100 per day.	-----	1,800.00	Do.

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

Name	Title	Salary paid	Duties
THIRD DIVISION			
Criswell, John B.; 67¼ days @ \$100 per day.	-----	\$8,725.00	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Devine, Arthur W.; 116½ days @ \$100 per day.	-----	11,650.00	Do.
Dolnick, David; 73 days @ \$100 per day.	-----	7,300.00	Do.
Dorsey, John H.; 124¾ days @ \$100 per day.	-----	12,475.00	Do.
Dugan, Paul C.; 92¾ days @ \$100 per day.	-----	9,275.00	Do.
Edgett, William M.; 12 days @ \$100 per day.	-----	1,200.00	Do.
Franden, Robert A.; 54 days @ \$100 per day.	-----	5,400.00	Do.
Kabaker, David L.; 23 days @ \$100 per day.	-----	2,300.00	Do.
McCandless, Robert C.; 2½ days @ \$100 per day.	-----	225.00	Do.
McGovern, John J.; 3 days @ \$100 per day.	-----	300.00	Do.
Miller, Wesley; 3½ days @ \$100 per day.	-----	350.00	Do.
O'Brien, Robert M.; 73½ days @ \$100 per day.	-----	7,350.00	Do.
Quinn, Francis X.; 33 days @ \$100 per day.	-----	3,300.00	Do.
Rimer, J. Thomas Jr.; 56 days @ \$100 per day.	-----	5,600.00	Do.
Ritter, Gene T.; 103½ days @ \$100 per day.	-----	10,350.00	Do.
Rosenbloom, Melvin L.; 59 days @ \$100 per day.	-----	5,900.00	Do.
FOURTH DIVISION			
Baller, Lloyd H.; 26¼ days @ \$100 per day.	-----	2,625.00	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Weston, Harold M.; 131¼ days @ \$100 per day.	-----	13,175.00	Do.

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

ORGANIZATION OF THE DIVISION, FISCAL YEAR 1970-71

E. T. HORSLEY, Chairman
W. A. HIRST, Vice Chairman

J. E. Carlisle
W. F. Euker
Q. C. Gabriel

Don A. Miller
A. E. Myles
F. P. Riordan¹

MURIEL L. HUMFREVILLE, Executive Secretary²
E. A. KILLEEN, Executive Secretary³

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.

OPERATIONS

The tables attached set out results of operation of the Division during the fiscal year 1970-71.

Cases docketed fiscal year 1970-71; classified according to carrier party to submission

<i>Name of carrier</i>	<i>Number of cases docketed</i>	<i>Name of carrier</i>	<i>Number of cases docketed</i>
Ann Arbor.....	4	Great Northern.....	3
Atchison, Topeka and Santa Fe.....	1	Interstate.....	1
Baltimore and Ohio.....	1	Kansas City Southern.....	3
Belt Railway of Chicago.....	1	Missouri Pacific.....	2
Burlington Northern.....	3	Norfolk and Western.....	2
Central of Georgia.....	4	Penn Central.....	5
Chicago and Northwestern.....	3	Southern Pacific-Pacific.....	16
Chicago, Milwaukee, St. Paul and Pacific.....	1	Southern Pacific-T&L.....	1
Chicago, Rock Island and Pacific.....	2	Southern.....	2
Colorado and Southern.....	2	Soo Line.....	1
Denver and Rio Grande Western.....	6	Steelton and Highspire.....	1
Erie Lackawanna.....	1	Washington Terminal.....	1
Grand Trunk Western.....	1	Western Railway of Alabama.....	1
		Total.....	69

¹ Replaced Mr. Strunck.

² Retired Apr. 2, 1971.

³ Replaced Mrs. Humfreville, Apr. 3, 1971.

Cases docketed fiscal year 1970-71; classified according to organization party to submission

<i>Name of Organization</i>	<i>Number of cases docketed</i>	<i>Name of Organization</i>	<i>Number of cases docketed</i>
United Transportation Union—		United Transportation Union—	
Conductors-----	1	Trainmen-Conductors-----	6
United Transportation Union—		United Transportation Union—	
Enginemen-----	25	Trainmen-Enginemen-----	1
United Transportation Union—		Engineers-----	7
Trainmen-----	8	Individual-----	16
United Transportation Union—			
Switchmen-----	5	Total-----	69

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

MEMBERSHIP

H. S. TANSLEY, *Chairman*
H. F. M. BRAIDWOOD
W. R. HARRIS
P. R. HUMPHREYS
J. R. MATHIEU

R. E. STENZINGER, *Vice Chairman*
D. S. ANDERSON
E. J. McDERMOTT
O. L. WERTZ
E. H. WOLFE

E. A. KILLEEN, *Executive Secretary*

Mr. E. T. Horsley replaced
H. S. Tansley, Jan. 1, 1971
Mr. W. B. Jones replaced W. R.
Harris, Jan. 1, 1971
Mr. P. C. Carter replaced P. R.
Humphreys, Jan. 1, 1971
Mr. R. E. Black replaced J. R.
Mathieu, Jan. 1, 1971
Mr. W. F. Snell replaced R. E.
Black, Feb. 12, 1971

Mr. G. M. Youhn replaced W. B.
Jones, Feb. 12, 1971
Mr. W. J. Swartz replaced E. T.
Horsley, Feb. 12, 1971
Mr. K. E. Buelow replaced P. C.
Carter, Feb. 12, 1971
Mr. W. B. Jones replaced W. J.
Swartz, June 3, 1971
Mr. E. J. Haesaert succeeded E. H.
Wolfe (retired), Apr. 7, 1971

JURISDICTION

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

MEMBERSHIP

The Division shall consist of 10 members, five of whom shall be selected by the carriers, and five by the national labor organizations of the employees.

Organizations, etc., party to cases docketed

	<i>Number of cases</i>
Brotherhood Railway Carmen of America.....	95
International Brotherhood of Electrical Workers.....	21
International Association of Machinists.....	21
International Brotherhood of Firemen, Oilers, Helpers Roundhouse and Railway Shop Laborers.....	3
International Brotherhood of Boilermakers, Iron Ship Builders, Black- smiths, Forgers and Helpers.....	2
Sheet Metal Workers International Association.....	9
Individually Submitted Cases, etc.....	11
Total.....	162

Carriers Party to Cases Docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Alton & Southern Railway Co....	2	Louisiana & Arkansas Railway Co.....	2
American Refrigerator Transit Co.....	1	Louisville & Nashville Railroad Co.....	3
Atchison, Topeka & Santa Fe Railway Co.....	2	Missouri-Kansas-Texas Railroad Co.....	1
Baltimore & Ohio Railroad Co....	2	Missouri Pacific Railroad Co.....	27
Belt Ry. Co. of Chicago.....	1	New Orleans Public Belt Railroad.....	1
Burlington Northern Inc.....	10	Norfolk & Western Railway Co....	16
Central RR. Co. of New Jersey ..	1	Patapsco & Back Rivers Railroad.....	1
Chesapeake & Ohio Railway Co....	11	Penn Central Transportation Co..	6
Chicago & Eastern Illinois R.R. Co.....	1	Philadelphia, Bethlehem, & New England RR.....	2
Chicago, Rock Island & Pacific Railroad Co.....	1	Reading Co.....	7
Chicago, South Shore & South Bend Railroad.....	2	Richmond, Fredericksburg, & Potomac Railroad Co.....	1
Colorado & Southern Railway Co.....	1	St. Louis-San Francisco Railway Co.....	3
Denver & Rio Grande Western Railroad Co.....	1	Seaboard Coast Line Railroad Co.....	10
Detroit, Toledo, & Ironton Railroad Co.....	2	Soo Line Railroad Co.....	2
Duluth, Missabe, & Iron Range Railway Co.....	1	South Buffalo.....	1
Elgin, Joliet, & Eastern Railway Co.....	1	Southern Pacific Co. (Pacific Lines).....	7
Erie-Lackawanna Railway Co....	1	Southern Pacific Co. (T & L)....	2
Great Northern Railway Co.....	1	Southern Railway Co.....	5
Houston Belt & Terminal Railway Co.....	3	Texas & Pacific Railway Co.....	4
Illinois Central Railroad Co.....	8	Union Pacific Railroad Co.....	2
Illinois Terminal Railroad Co....	5		
Lehigh Valley Railroad Co.....	1	Total.....	162

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 arose during the fiscal year ending June 30, 1971, 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.

Examples of these cases originating during the fiscal year which ended June 30, 1971 are:

Luther Selby, Penn Central; electrical worker.
Donald J. Reichenbach, Grand Trunk Western; carman.
Austin E. Neeley, Jr., Monongahela Connecting R.R., carman.
Chester O. Young, Illinois Central R.R.; machinist.
D. L. Walters, Atchison, Topeka, & Santa Fe Ry. Co.; carman.
Clyde N. Hessom, Atchison, Topeka, & Santa Fe Ry. Co.; machinist.
James F. Miller, Illinois Central R.R.; electrical worker.
Thomas C. Cardyn, Baltimore & Ohio R.R. Co.; carman.
Archib Walsh, Chicago, Milwaukee, St. Paul, & Pacific R.R.; machinist.
Ralph E. Mars, Union Pacific R.R. Co.; electrical worker.

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

MEMBERSHIP

G. C. WHITE, *Chairman*
 C. E. KIEF, *Vice Chairman*
 W. W. ALTUS, Jr.¹
 R. E. BLACK
 H. F. M. BRAIDWOOD²
 P. C. CARTER³
 C. M. CRAWFORD⁴

H. G. HARPER
 W. B. JONES
 G. P. KASAMIS
 G. L. NAYLOR
 GERALD ORNDORFF
 W. J. SCHWARTZ⁵
 R. W. SMITH

E. A. KILLEEN,
Executive Secretary.

JURISDICTION

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

Carriers Party to Cases Docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Akron, Canton and Youngstown.....	1	Chicago and Illinois Midland.....	2
Alabama, Tennessee and North- ern.....	2	Chicago and North Western.....	7
Alton and Southern.....	1	Chicago and Western Indiana.....	2
Ann Arbor.....	1	Chicago, Milwaukee, St. Paul and Pacific.....	38
Atchison, Topeka and Sante Fe.....	8	Chicago, Rock Island and Pacific.....	5
Baltimore and Ohio.....	6	Cincinnati Union Terminal.....	18
Belt Railway of Chicago.....	9	Clinchfield.....	1
Boston and Maine.....	8	Delaware and Hudson.....	5
Brooklyn Eastern District Ter- minal.....	1	Denver and Rio Grande Western.....	9
Burlington Northern Inc.....	23	Denver Union Terminal.....	1
Canadian National.....	1	Detroit and Mackinac.....	1
Canadian Pacific.....	2	Detroit, Toledo and Ironton.....	3
Cedar Rapids and Iowa City.....	1	Duluth, Missabe and Iron Range.....	8
Central of Georgia.....	2	Elgin, Joliet and Eastern.....	1
Chesapeake and Ohio (Chesa- peake District).....	4	Erie-Lackawanna.....	12
Chesapeake and Ohio (Pere Mar- quette District).....	1	Fort Worth and Denver.....	1
Chicago and Eastern Illinois.....	7	Georgia, Southern and Florida.....	1
		Gulf, Mobile and Ohio.....	1
		Houston, Belt and Terminal.....	3
		Illinois Central.....	20

¹ W. W. Altus, Jr., replaced Gerald Orndorff Oct. 1, 1970.

² H. F. M. Braidwood replaced G. C. White Jan. 1, 1971.

³ P. C. Carter replaced G. C. White as Chairman Jan. 1, 1971.

⁴ C. M. Crawford replaced H. F. M. Braidwood Feb. 12, 1971.

⁵ W. J. Schwartz replaced W. B. Jones June 1, 1971.

Carriers Party to Cases Docketed—Continued

	<i>Number of cases</i>		<i>Number of cases</i>
Illinois Terminal.....	2	St. Louis Southwestern.....	3
Indiana Harbor Belt.....	1	Seaboard Coast Line.....	24
Indianapolis Union Railway.....	1	Southern Pacific (Pacific Lines).....	12
Jacksonville Terminal.....	1	Southern Pacific (Texas & Louisiana Lines).....	5
Kansas City Southern.....	2	Terminal Railroad Association of St. Louis.....	1
Kansas City Terminal.....	9	Texarkana Union Station Trust.....	1
Lehigh Valley.....	22	Texas and Pacific.....	5
Long Island.....	6	Toledo, Peoria and Western.....	1
Louisville and Nashville.....	11	Union Pacific.....	23
Missouri-Kansas-Texas.....	5	Union Railroad Company.....	2
Missouri Pacific.....	25	Washington Terminal.....	3
Norfolk and Western.....	25	Western Maryland.....	8
Penn Central.....	37	Western Pacific.....	10
Pennsylvania Reading Seashore.....	3	Winifrede.....	1
Pullman.....	32		
R.E.A. Express Inc.....	8		
Reading.....	2		
St. Louis-San Francisco.....	57	Total.....	565

Organizations Party to Cases Docketed

	<i>Number of cases</i>		<i>Number of cases</i>
American Train Dispatchers Association.....	73	Joint Council Dining Car Employees.....	5
Brotherhood of Maintenance of Way Employees.....	89	Transportation-Communication Division—BRAC.....	51
Brotherhood of Railroad Signalmen.....	102	Allied and Technical Workers.....	1
Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.....	165	Total organizations.....	486
		Miscellaneous Class of Employees.....	79
		Total.....	565

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

C. A. CONWAY, <i>Chairman</i> ¹	J. D. LANDRY ⁶
J. W. WHITEHOUSE, <i>Vice Chairman</i>	D. P. LEE
J. E. CARLISLE ²	J. F. MORRISSEY
W. F. EUKER ³	A. T. OTTO, Jr.
H. L. FEHNER ⁴	T. F. STRUNCK ⁷
E. T. HORSLEY ⁵	J. R. TIPTON ⁸
M. L. HUMFREVILLE, <i>Executive Secretary</i> ⁹	
E. A. KILLEEN, <i>Executive Secretary</i> ¹⁰	

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. This division shall consist of six members, three of whom shall be selected by the carriers and three by the national labor organizations of the employees." (Para. (h), sec. 3, First, Railway Labor Act, 1934).

Carriers Party to Cases Docketed

	Number of cases		Number of cases
Ann Arbor Railroad Co.....	1	Norfolk & Western Railway Co.	
Atichson, Topeka, & Santa Fe		(Lake Region).....	4
Railroad Co.....	4	Norfolk & Western Railway Co..	5
Baltimore & Ohio Railroad Co....	9	Norfolk & Western Railway Co.	
Burlington Northern Inc.....	6	(Wabash).....	1
Chesapeake & Ohio Railway Co....	1	Patapasco & Back Rivers Rail-	
Chicago & Northwestern Railway		road.....	
Co.....	5	Penn Central Transportation Co..	15
Chicago, Milwaukee, St. Paul,		Pittsburgh & Lake Erie Railroad..	1
& Pacific Railroad Co.....	8	Port Terminal Railroad Associa-	
Chicago River & Indiana Rail-		tion (Houston).....	1
road Co.....	1	Reading Co.....	1
Erie-Lackawanna Railway.....	5	Seaboard Coast Line Railroad	
Fort Worth Belt Railway Co....	1	Co.....	3
Grand Trunk Western Railroad..	1	Southern Pacific Transportation	
Kentucky & Indiana Terminal		Co.....	2
Railroad Co.....	1	Soo Line Railroad Co.....	1
Lehigh Valley Railroad Co.....	1	Southern Railway Co.....	3
Long Island Rail Road Co.....	1	Western Pacific Railroad Co....	1
Mackinaw Transportation Co....	1		
Missouri Pacific Railroad Co....	1	Total.....	86

¹ Retired.

² Replaced J. F. Morrissey Jan. 1, 1971.

³ Replaced D. P. Lee Jan. 1, 1971.

⁴ Replaced W. F. Euker Feb. 12, 1971.

⁵ Replaced C. A. Conway Jan. 1, 1971.

⁶ Replaced J. E. Carlisle Feb. 12, 1971.

⁷ Replaced E. T. Horsley Feb. 12, 1971.

⁸ Replaced J. P. Tahney Sept. 10, 1970.

⁹ Retired.

¹⁰ Replaced M. L. Humfreville Apr. 4, 1971.

Organizations—Employees Party To Cases Docketed

	<i>Number of cases</i>		<i>Number of cases</i>
American Railway Supervisors Association, The-----	16	Railway Employees Department, AFL-CIO-----	6
Association of Railway Technical Employees-----	2	Railroad Yardmasters of Ameri- ca-----	54
International Brotherhood of Teamsters-----	2	Yardmasters of Patapsco-----	1
Lighter Captains' Union-----	1	Inland Boatmen's Union of the Pacific (SF Div); Masters, Mates, and Pilots; Marine En- gineers Beneficial Association--	1
Miscellaneous Classes of Em- ployes-----	2		
National Marine Engineers Bene- ficial Association-----	1	Total-----	86

APPENDIX B

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1971*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Gene T. Ritter ²	Ardmore, Okla.	Feb. 22, 1971 ³	148	Galveston Wharves and Brotherhood of Maintenance of Way Employees.
David R. Douglass ²	Oklahoma City, Okla.	June 4, 1970 ⁴	241	St. Louis-San Francisco Ry. Co. and United Transportation Union (T).
Howard G. Gamser ²	Washington, D.C.	Oct. 15, 1970 ⁴	399	Baltimore & Ohio R.R. Co.; Baltimore & Ohio Chicago Terminal R.R. Co.; and Staten Island Rapid Transit Ry. Co. and United Transportation Union (T).
Frank J. Dugan ²	do.	Mar. 5, 1971	399	Do.
John H. Dorsey ²	do.	Nov. 2, 1970	406	Baltimore & Annapolis R.R. Co. (Bus Lines) and United Transportation Union (T).
A. Langley Coffey ²	Sand Springs, Okla.	Sept. 3, 1970	427	Atchison, Topeka, & Santa Fe Ry. Co. and United Transportation Union (E).
H. Raymond Cluster ²	Baltimore, Md.	Oct. 7, 1970	467	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and United Transportation Union (S).
Gene T. Ritter ²	Ardmore, Okla.	Sept. 3, 1970	489	Pecos Valley Southern Ry. Co. and Brotherhood of Maintenance of Way Employees.
David H. Brown ²	Sherman, Tex.	Aug. 24, 1970	505	Green Bay & Western R.R. Co. and United Transportation Union (E).
Jacob Seidenberg ²	Falls Church, Va.	Dec. 8, 1970	509	Chesapeake & Ohio Ry. Co. and United Transportation Union.
Nicholas H. Zumas	Washington, D.C.	Oct. 2, 1970	513	Pittsburgh & Lake Erie R.R. Co.; Lake Erie & Eastern R.R. Co. and United Transportation Union (T).
Harold M. Weston ²	Hastings-on-Hudson, N.Y.	Oct. 12, 1970	520	Penn Central Transportation Co. and Transportation-Communication Division, Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
David Dolnick ²	Chicago, Ill.	July 15, 1970	527	Lehigh Valley R.R. Co. and United Transportation Union (C&T).
Leverett Edwards	Washington, D.C.	Aug. 7, 1970	531	Southern Pacific Transportation Co. and United Transportation Union (S).
William M. Edgett	Baltimore, Md.	Mar. 2, 1971	533	Baltimore & Annapolis R.R. Co. (Bus Lines) and United Transportation Union (T).
Jacob Seidenberg ²	Falls Church, Va.	Jan. 4, 1971	535	Chicago, Rock Island & Pacific R.R. Co. and United Transportation Union (T).
Robert O. Boyd ²	Washington, D.C.	Sept. 16, 1970	552	Detroit, Toledo & Ironton R.R. Co. and United Transportation Union (T&E).
John H. Dorsey ²	do.	Oct. 16, 1970	556	Chesapeake & Ohio Ry. Co. and United Transportation Union.
Preston J. Moore ²	Oklahoma City, Okla.	July 22, 1970	559	Union Pacific R.R. Co. and United Transportation Union (T).
Do.	do.	do.	560	Ogden Union Ry. & Depot Co. and United Transportation Union (T).
H. Raymond Cluster ²	Baltimore, Md.	Jan. 7, 1971	564	Union Pacific R.R. Co. and United Transportation Union (T).
Paul D. Hanlon ²	Portland, Ore.	Aug. 27, 1970	570	Gulf, Mobile & Ohio R.R. Co. and United Transportation Union (T&C).
Preston J. Moore ²	Oklahoma City, Okla.	Sept. 16, 1970	571	Denver & Rio Grande Western R.R. Co. and United Transportation Union (E).
John H. Dorsey ²	Washington, D.C.	Feb. 17, 1971	572	Detroit, Toledo & Ironton R.R. Co. and United Transportation Union (T&E).
Frank J. Dugan ²	do.	July 24, 1970	573	Penn Central Transportation Co. and United Transportation Union (T).
David Dolnick ²	Chicago, Ill.	July 9, 1970	574	Burlington Northern, Inc. and United Transportation Union (T).
David H. Stowe ²	Washington, D.C.	July 17, 1970 ⁴	575	Seaboard Coast Line R.R. Co. and Brotherhood of Locomotive Engineers.
Paul D. Hanlon ²	Portland, Ore.	Nov. 3, 1970	575	Do.
Robert O. Boyd ²	Washington, D.C.	July 15, 1970	576	Norfolk & Western Ry. Co. and Brotherhood of Locomotive Engineers.
H. Raymond Cluster ²	Baltimore, Md.	July 26, 1970	577	Louisville & Nashville R.R. Co. and United Transportation Union (T&C).
Paul D. Hanlon ²	Portland, Ore.	Aug. 27, 1970	579	Kansas City Terminal Ry. Co. and United Transportation Union (E).
Leverett Edwards ²	Washington, D.C.	Aug. 7, 1970	580	Seaboard Coast Line R.R. Co. and United Transportation Union (T).

See footnotes at end of table.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1971—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Harold M. Gilden ¹	Chicago, Ill.	July 20, 1970	581	Denver & Rio Grande Western R.R. Co. and United Transportation Union (S).
David L. Kabaker ¹	Cleveland, Ohio	July 17, 1970	582	Lake Terminal R.R. Co. and United Transportation Union (E).
David Dolnick ²	Chicago, Ill.	Dec. 16, 1970	582	Do.
Preston J. Moore ²	Oklahoma City, Okla.	July 17, 1970	583	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (C&T).
Roy R. Ray ²	Dallas, Tex.	Aug. 14, 1970	584	Atchison, Topeka & Santa Fe Ry. Co. (Western Lines) and United Transportation Union (T).
John B. Criswell ²	Washington, D.C.	Jul. 17, 1970	585	Seaboard Coast Line R.R. Co. and United Transportation Union (E) and (E&C).
David Dolnick ¹	Chicago, Ill.	Aug. 12, 1970	586	Chicago, Rock Island & Pacific R.R. Co. and United Transportation Union (E).
John F. Sembower ²	do.	June 16, 1971	586	Do.
David Dolnick ²	do.	Aug. 24, 1970	587	St. Louis-San Francisco Ry. Co. and American Train Dispatchers Association.
Do ²	do.	do.	588	Do.
Paul D. Hanlon ²	Portland, Oreg.	May 3, 1971	589	Union Pacific R.R. Co. and United Transportation Union (E).
Do ²	do.	June 2, 1971	590	Union Pacific R.R. Co. and United Transportation Union (C).
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 10, 1970	591	Atchison, Topeka & Santa Fe Ry. Co. (Coast Lines) and United Transportation Union (C&T).
Jacob Seidenberg ²	Falls Church, Va.	July 27, 1970	592	Cambria & Indiana R.R. Co. and United Transportation Union (E).
David Dolnick ¹	Chicago, Ill.	July 31, 1970	593	Chesapeake & Ohio Ry. Co. (Pere Marquette) and Brotherhood of Locomotive Engineers.
Robert O. Boyd ²	Washington, D.C.	Aug. 11, 1970	594	Newburgh & South Shore Ry. Co. and United Transportation Union (E).
William H. Coburn ²	do.	Aug. 10, 1970	595	Union R.R. Co. and United Transportation Union (T).
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 11, 1970	596	Missouri Pacific R.R. Co. and United Transportation Union (C&T).
Robert O. Boyd ²	Washington, D.C.	Aug. 13, 1970	597	Modesto & Empire Traction Co. and United Transportation Union (S).
David H. Brown ²	Sherman, Tex.	Sept. 11, 1970	598	Western Maryland Ry. Co. and United Transportation Union (E).
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 14, 1970	599	Atchison, Topeka & Santa Fe Ry. Co. (Western Lines) and United Transportation Union (E).
Do ²	do.	Aug. 12, 1970	600	Texas & Pacific Ry. Co. and United Transportation Union (T).
Do ²	do.	Aug. 14, 1970	601	Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans and United Transportation Union (S).
David R. Douglass ²	do.	Aug. 14, 1970	602	St. Louis Southwestern Ry. Co. and United Transportation Union (E).
David L. Kabaker ²	Cleveland, Ohio	Sept. 4, 1970	603	Erie Lackawanna Ry. Co. and United Transportation Union (T).
Paul C. Dugan ¹	Kansas City, Mo.	Feb. 18, 1971	604	Missouri Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
Byron R. Abernethy ²	Lubbock, Tex.	June 14, 1971	604	Do.
David Dolnick ²	Chicago, Ill.	Aug. 20, 1970	605	Buffalo Creek R.R. Co. and United Transportation Union (S).
Paul D. Hanlon ²	Portland, Oreg.	Aug. 27, 1970	606	Belt Ry. Co. of Chicago and Brotherhood of Locomotive Engineers.
David L. Kabaker ¹	Cleveland, Ohio	Aug. 26, 1970	607	Penn Central Transportation Co. (Southern Region) and United Transportation Union (T).
Preston J. Moore ²	Oklahoma City, Okla.	Sept. 16, 1970	608	Atchison, Topeka & Santa Fe Ry. Co. (Eastern Lines) and United Transportation Union (T&C).
Robert O. Boyd ²	Washington, D.C.	Sept. 23, 1970	609	Louisville & Nashville R.R. Co. and United Transportation Union (T).
David Dolnick ²	Chicago, Ill.	Sept. 3, 1970	610	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and United Transportation Union (T&C).
Paul D. Hanlon ²	Portland, Oreg.	Aug. 27, 1970	611	Texas & Pacific Ry. Co. and Brotherhood of Locomotive Engineers.
Do ²	do.	do.	612	Soo Line R.R. Co. and United Transportation Union (T&C).

Jacob Seidenberg ²	Falls Church, Va.	Sept. 1, 1970
James J. McFadden ²	New York, N.Y.	Sept. 3, 1970
Gene T. Ritter ²	Ardmore, Okla.	Sept. 4, 1970
Preston J. Moore ²	Oklahoma City, Okla.	Oct. 12, 1970
John B. Criswell ²	Washington, D.C.	Sept. 18, 1970
Francis X. Quinn ¹	Philadelphia, Pa.	Sept. 21, 1970
Alexander M. Freund ²	do.	Mar. 29, 1971
Kieran P. O'Gallagher ²	Chicago, Ill.	Oct. 2, 1970
Don Hamilton ²	Oklahoma City, Okla.	Oct. 5, 1970
Levi M. Hall ²	Minneapolis, Minn.	Oct. 20, 1970
Martin I. Rose	New York, N.Y.	Oct. 2, 1970
Howard A. Johnson ²	Butte, Mont.	Feb. 22, 1971
Preston J. Moore ²	Oklahoma City, Okla.	Dec. 4, 1970
Preston J. Moore ²	do.	Oct. 20, 1970
Paul D. Hanlon ²	Portland, Ore.	Oct. 5, 1970
Robert O. Boyd ²	Washington, D.C.	Oct. 20, 1970
Don Hamilton ²	Oklahoma City, Okla.	Nov. 18, 1970
Paul D. Hanlon ²	Portland, Ore.	Nov. 24, 1970
David Dolnick ²	Chicago, Ill.	Oct. 15, 1970
A. Langley Coffey ¹	Sand Springs, Okla.	Jan. 18, 1971
Do. ²	do.	Apr. 28, 1971
Francis B. Murphy ²	Atlanta, Ga.	Oct. 21, 1970
Paul N. Guthrie ²	Chapel Hill, N.C.	Oct. 22, 1970
David Dolnick ²	Chicago, Ill.	Nov. 2, 1970
Preston J. Moore ²	Oklahoma City, Okla.	Oct. 23, 1970
Byron R. Abernethy ²	Lubbock, Tex.	Oct. 23, 1970
Paul D. Hanlon ²	Portland, Ore.	Nov. 2, 1970
John F. Sembower ²	Chicago, Ill.	Dec. 18, 1970
Preston J. Moore ²	Oklahoma City, Okla.	Jan. 8, 1971
Arnold M. Zack ¹	Boston, Mass.	Mar. 10, 1971
Do. ¹	do.	Nov. 24, 1970
John F. Sembower ²	Chicago, Ill.	Nov. 23, 1970
Robert O. Boyd ²	Washington, D.C.	Dec. 22, 1970
Don Hamilton ²	Oklahoma City, Okla.	Dec. 21, 1970
Jacob Seidenberg ²	Falls Church, Va.	Nov. 23, 1970
David Dolnick ²	Chicago, Ill.	do.
John B. Criswell ²	Washington, D.C.	Nov. 30, 1970
Byron R. Abernethy ²	Lubbock, Tex.	Dec. 21, 1970
John B. Criswell ²	Washington, D.C.	Dec. 18, 1970
Hubert Wyckoff ²	Watsonville, Calif.	Dec. 4, 1970
Herbert J. Mesigh ²	Oklahoma City, Okla.	Dec. 16, 1970
John F. Sembower ²	Chicago, Ill.	Dec. 11, 1970
613	Niagara Junction Ry. Co. and United Transportation Union.	
614	Long Island R.R. Co. and United Transportation Union (T).	
615	Chicago, Rock Island & Pacific R.R. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.	
616	Norfolk & Western Ry. Co. and United Transportation Union (E).	
617	Seaboard Coast Line R.R. Co. (SAL Lines) and United Transportation Union (E).	
618	Penn Central Transportation Co. and Brotherhood of Maintenance of Way Employees.	
618	Do.	
619	Norfolk & Western Ry. Co. and Brotherhood of Locomotive Engineers.	
620	Atchison, Topeka & Santa Fe Ry. Co. (Western Lines) and United Transportation Union (E).	
621	Minneapolis Northfield & Southern Ry. Co. and United Transportation Union.	
622	Boston & Maine Corp. and United Transportation Union (E).	
623	Soo Line R.R. Co. and United Transportation Union (E).	
624	Illinois Central R.R. Co. and United Transportation Union (C).	
625	New Orleans Public Belt R.R. and United Transportation Union (S).	
626	Southern Railway System and United Transportation Union (E).	
627	Lehigh & Hudson River Ry. Co. and United Transportation Union (C).	
628	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).	
629	Southern Pacific Transportation Co. and American Train Dispatchers Association	
630	Erie Lackawanna Ry. Co. and United Transportation Union (T).	
631	Missouri-Kansas-Texas R.R. Co. and Brotherhood of Locomotive Engineers.	
631	Do.	
632	Chicago, West Pullman & Southern R.R. Co. and United Transportation Union (T).	
633	Georgia R.R. and United Transportation Union.	
634	Illinois Central R.R. Co. and United Transportation Union (T).	
635	Norfolk & Western Ry. Co. and United Transportation Union.	
636	Penn Central Transportation Co. and United Transportation Union (E).	
637	Western Pacific R.R. Co. and American Train Dispatchers Association.	
638	Soo Line R.R. Co. and United Transportation Union (T&C).	
640	Union Pacific R.R. Co. and United Transportation Union (E).	
641	Bangor & Aroostook R.R. Co. and United Transportation Union (T).	
642	Port Authority Trans-Hudson Corp. and United Transportation Union.	
643	Atchison & Southern Ry. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.	
644	Burlington Northern, Inc. and United Transportation Union (T).	
645	Missouri Pacific R.R. Co. and Brotherhood of Locomotive Engineers.	
646	Union R.R. Co. and United Steelworkers of America.	
647	Chicago Union Station Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.	
648	Seaboard Coast Line R.R. Co. and United Transportation Union (C).	
649	Houston Belt & Terminal Ry. Co. and Brotherhood of Locomotive Engineers.	
650	Norfolk & Western Ry. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.	
651	Burlington Northern, Inc. and United Transportation Union (T).	
652	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (T).	
653	Soo Line R.R. Co. and United Transportation Union (T&C).	

See footnotes at end of table.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1971—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Joseph Shister ²	Snyder, N.Y.....	Dec. 18, 1970	654	Genessee & Wyoming R.R. Co. and International Union of District 50, Allied and Technical Workers.
John J. McGovern ²	Washington, D.C.....	Dec. 17, 1970	655	Duluth, Missabe & Iron Range Ry. Co. and United Transportation Union (T&E).
Jacob Seidenberg ²	Falls Church, Va.....	Dec. 8, 1970	656	Pennsylvania Reading Seashore Lines and Brotherhood of Locomotive Engineers
Robert O. Boyd ²	Washington, D.C.....	Mar. 1, 1971	657	St. Louis-San Francisco Ry. Co., Alabama, Tennessee & Northern R.R. Co. and Brotherhood of Locomotive Engineers.
Joseph F. Cunningham ²	do.....	Mar. 3, 1971	658	Baltimore & Annapolis R.R. (Bus Lines) and United Transportation Union (T).
Jacob Seidenberg ²	Falls Church, Va.....	Dec. 15, 1970	660	Pittsburgh, Chartiers & Youghiogheny R.R. Co. and Brotherhood of Locomotive Engineers.
Kieran P. O'Gallagher ²	Chicago, Ill.....	Feb. 22, 1971	661	Duluth, Winnipeg & Pacific Ry. Co. and United Transportation Union (T).
Preston J. Moore ²	Oklahoma City, Okla.....	Feb. 10, 1971	662	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (T).
Kieran P. O'Gallagher ²	Chicago, Ill.....	June 24, 1971	663	Chicago River & Indiana R.R. Co. and United Transportation Union (T).
Louis Yagoda ²	New Rochelle, N.Y.....	Mar. 30, 1971	664	Denver & Rio Grande Western R.R. Co. and United Transportation Union (S).
Preston J. Moore ²	Oklahoma City, Okla.....	Apr. 6, 1971	665	Union Pacific R.R. Co. and United Transportation Union (T&C).
Robert O. Boyd ²	Washington, D.C.....	Dec. 22, 1970	666	Chicago & Western Indiana R.R. Co. and United Transportation Union (T).
Paul N. Guthrie ²	Chapel Hill, N.C.....	Jan. 7, 1971	667	Norfolk Southern Ry. Co. and United Transportation Union (T).
Preston J. Moore ²	Oklahoma City, Okla.....	Dec. 22, 1970	668	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Jacob Seidenberg ²	Falls Church, Va.....	Jan. 4, 1971	669	Penn Central Transportation Co. and United Transportation Union (E).
Leo C. Brown ¹	St. Louis, Mo.....	Feb. 11, 1971	670	Norfolk & Western Ry. Co. and United Transportation Union (E).
Byron R. Abernethy ¹	Lubbock, Tex.....	Feb. 11, 1971	671	Houston Belt & Terminal Ry. Co. and Brotherhood of Locomotive Engineers.
Paul C. Dugan ¹	Kansas City, Mo.....	Apr. 12, 1971	672	Louisiana & Arkansas Ry. Co. and Brotherhood of Locomotive Engineers.
John H. Dorsey ²	Washington, D.C.....	Jan. 6, 1971	673	Penn Central Transportation Co. and United Transportation Union (T).
Jacob Seidenberg ²	Falls Church, Va.....	do.....	674	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore ²	Oklahoma City, Okla.....	Jan. 18, 1971	675	New Orleans Union Passenger Terminal and United Transportation Union (E).
Do.....	do.....	do.....	676	Portland Terminal R.R. Co. and United Transportation Union (S).
Jerre S. Williams ²	Austin, Tex.....	Feb. 17, 1971	677	Port Terminal Railroad Association and United Transportation Union (E).
Robert O. Boyd ²	Washington, D.C.....	Mar. 9, 1971	678	Louisville & Nashville R.R. Co. and United Transportation Union (T).
John H. Dorsey ²	do.....	Jan. 17, 1971	679	Boston & Maine Corp. and United Transportation Union (T).
Nicholas H. Zumas ²	do.....	Feb. 18, 1971	680	Atchison, Topeka & Santa Fe Ry. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
John B. Criswell ²	do.....	Jan. 25, 1971	681	Seaboard Coast Line R.R. Co. and United Transportation Union (E).
Jacob Seidenberg ²	Falls Church, Va.....	Jan. 28, 1971	682	South Buffalo Ry. Co. and United Transportation Union (T).
David Dolnick ²	Chicago, Ill.....	Feb. 19, 1971	683	Duluth, Winnipeg & Pacific Ry. Co. and United Transportation Union (E).
Paul D. Hanlon ²	Portland, Oreg.....	Mar. 5, 1971	684	Gulf, Mobile & Ohio R.R. Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore ²	Oklahoma City, Okla.....	Feb. 4, 1971	685	Port Worth & Denver Ry. Co. and United Transportation Union (S).
Carroll R. Daugherty ²	Evanston, Ill.....	Feb. 16, 1971	686	Burlington Northern, Inc. and United Transportation Union (E).
Jacob Seidenberg ²	Falls Church, Va.....	Feb. 4, 1971	687	Akron, Canton & Youngstown Ry. Co. and United Transportation Union (T).
Robert O. Boyd ²	Washington, D.C.....	Feb. 26, 1971	688	Butte, Anaconda & Pacific Ry. Co. and United Transportation Union (T).
Roy R. Ray ¹	Dallas, Tex.....	Mar. 8, 1971	689	Houston Belt & Terminal Ry. Co. and United Transportation Union (T).
Francis X. Quinn ²	Philadelphia, Pa.....	Mar. 2, 1971	690	Penn Central Transportation Co. and United Transportation Union (T).
Paul D. Hanlon ²	Portland, Oreg.....	Mar. 5, 1971	691	Colorado & Southern Ry. Co. and Brotherhood of Locomotive Engineers.
Do.....	do.....	May 3, 1971	692	Denver & Rio Grande Western R.R. Co. and United Transportation Union (T&C).

Paul C. Dugan ²	Kansas City, Mo.	Mar. 10, 1971	694	Belt Ry. Co. of Chicago and United Transportation Union (T).
Gene T. Ritter ²	Ardmore, Okla.	Apr. 21, 1971	695	Union Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
David Dolnick ¹	Chicago, Ill.	May 21, 1971	696	Kansas City Southern Ry. Co. and American Train Dispatchers Association.
Dudley E. Whiting ²	Southfield, Mich.	Mar. 9, 1971	697	Union Pacific R.R. Co. and United Steelworkers of America.
David H. Brown ²	Sherman, Tex.	Mar. 23, 1971	698	Seaboard Coast Line R.R. Co. and United Transportation Union (C&T).
Albert W. Epstein ²	New York, N.Y.	do.	699	Norfolk & Western Ry. Co. (Pittsburgh & West Virginia District and United Transportation Union (T&C)).
John H. Dorsey ²	Washington, D.C.	Mar. 18, 1971	700	Seaboard Coast Line R.R. Co. and United Transportation Union (T).
Milton Friedman ²	New York, N.Y.	Mar. 23, 1971	701	Do.
Nelson Bortz ²	Kitty Hawk, N.C.	Mar. 26, 1971	702	Do.
Leo C. Brown ²	St. Louis, Mo.	Mar. 23, 1971	703	Do.
Thomas J. Kenan ²	Oklahoma City, Okla.	Mar. 18, 1971	704	Do.
Paul D. Hanlon ²	Portland, Ore.	Mar. 30, 1971	705	Southern Pacific Transportation Co. (Pacific Lines) and Brotherhood of Locomotive Engineers.
Dudley E. Whiting ²	Southfield, Mich.	Mar. 16, 1971	706	Missouri Pacific R.R. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Howard A. Johnson ²	Butte, Mont.	Mar. 17, 1971	707	Soo Line R.R. Co. and United Transportation Union (E).
Nicholas H. Zumas ²	Washington, D.C.	Mar. 18, 1971	708	Washington Terminal Co. and United Transportation Union (E).
Albert Epstein ²	New York, N.Y.	Apr. 20, 1971	709	Gulf, Mobile & Ohio R.R. Co. and United Transportation Union.
Francis K. Quinn ¹	Philadelphia, Pa.	Mar. 25, 1971	711	Penn Central Transportation Co. and Brotherhood of Railroad Signalmen.
Jacob Seidenberg ²	Falls Church, Va.	Mar. 22, 1971	712	Apalachicola Northern R.R. Co. and Brotherhood of Locomotive Engineers.
David Dolnick ²	Chicago, Ill.	Mar. 24, 1971	713	Burlington Northern, Inc. and Transportation-Communication Division, Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Paul D. Hanlon ²	Portland, Ore.	May 26, 1971	714	Upper Merion & Plymouth R.R. Co. and United Transportation Union.
Arthur W. Sempilner ²	Grosse Pointe Farms, Mich.	Mar. 26, 1971	715	Indianapolis Union Ry. Co. and United Transportation Union (E).
Harold M. Gilden ²	Chicago, Ill.	Apr. 6, 1971	716	Southern Pacific Co. (Texas & Louisiana Lines) and United Transportation Union (S).
John B. Criswell ²	Washington, D.C.	do.	717	St. Louis-San Francisco Ry. Co. and United Transportation Union (T).
David Dolnick ¹	Chicago, Ill.	Apr. 12, 1971	718	Burlington Northern, Inc. and United Transportation Union (T).
Do.	do.	do.	719	Burlington Northern, Inc. and United Transportation Union (S).
John B. Criswell ²	Washington, D.C.	Apr. 28, 1971	722	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Preston J. Moore ²	Oklahoma City, Okla.	Apr. 29, 1971	723	Union Pacific R.R. Co. and United Transportation Union (T).
Do.	do.	do.	724	Ogden Union Ry. & Depot Co. and United Transportation Union (T).
John H. Dorsey ²	Washington, D.C.	Apr. 14, 1971	725	Detroit & Toled Shore Line R.R. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Jacob Seidenberg ²	Falls Church, Va.	Apr. 19, 1971	726	Pittsburgh & Lake Erie R.R. Co. and Brotherhood of Locomotive Engineers.
David Dolnick ²	Chicago, Ill.	Apr. 28, 1971	727	Newburgh & South Shore Ry. Co. and United Transportation Union (E).
David R. Doiglass ²	Oklahoma City, Okla.	Apr. 19, 1971	728	Fort Worth & Denver Ry. Co. and United Transportation Union (E).
Howard A. Johnson ²	Butte, Mont.	Apr. 26, 1971	729	Terminal Railroad Association of St. Louis and Brotherhood of Locomotive Engineers.
Phillip G. Sheridan ¹	Everett, Wash.	Apr. 28, 1971	730	Minneapolis, Northfield & Southern Ry. Co. and United Transportation Union.
Kieran P. O'Gallagher ²	Chicago, Ill.	Apr. 26, 1971	731	Penn Central Transportation Co. and United Transportation Union (T).
Charles W. Ellis ¹	do.	do.	744	Erie Lackawanna Ry. Co. and United Transportation Union (T).
Mortimer Stone ¹	Denver, Colo.	May 19, 1971	745	Colorado & Southern Ry. Co. and United Transportation Union (C&T).
Jacob Seidenberg ²	Falls Church, Va.	June 4, 1971	747	Reading Co. and Brotherhood of Railroad Signalmen.
Robert O. Boyd ²	Washington, D.C.	June 7, 1971	748	Butte, Anaconda & Pacific Ry. Co. and United Transportation Union (T).
Charles W. Ellis ²	Oklahoma City, Okla.	June 14, 1971	749	New Orleans & Lower Coast Ry. Co. and United Transportation Union (E).
Nicholas H. Zumas ²	Washington, D.C.	June 23, 1971	750	Norfolk & Western Ry. Co. and United Transportation Union (T).

See footnotes at end of table.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1971—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Milton Friedman ²	New York, N.Y.	June 25, 1971	751	New York, Susquehanna & Western Ry. Co. and United Transportation Union (T).
David Dolnick ¹	Chicago, Ill.	do.	753	Newburgh & South Shore R.R. Co. and United Transportation Union (T).
Leverett Edwards ²	Fort Worth, Tex.	Apr. 28, 1971	732	Western Pacific Ry. Co. and United Transportation Union (C&T).
Do. ²	do.	do.	733	Tidewater Southern Ry. Co. and United Transportation Union.
Kieran P. O'Gallagher ²	Chicago, Ill.	May 28, 1971	734	Reading Co. and Brotherhood of Locomotive Engineers.
David H. Brown ²	Sherman, Tex.	May 12, 1971	735	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Nicholas H. Zumas ²	Washington, D.C.	May 17, 1971	736	Chicago, River & Indiana R.R. Co. and United Transportation Union.
David H. Brown ²	Sherman, Tex.	June 7, 1971	737	Western Maryland Ry. Co. and United Transportation Union (T).
Preston J. Moore ²	Oklahoma City, Okla.	May 10, 1971	738	Los Angeles Junction Ry. Co. and United Transportation Union.
Harold M. Weston ²	Hastings-on-Hudson, N.Y.	do.	739	Norfolk & Western Ry. Co. (Western Lines) and Brotherhood of Locomotive Engineers.
Paul D. Hanlon ²	Portland, Oreg.	May 11, 1971	740	Portland Terminal R.R. Co. and United Transportation Union.
David H. Brown ²	Sherman, Tex.	May 13, 1971	741	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and United Transportation Union.
Paul C. Dugan ¹	Kansas City, Mo.	May 28, 1971	742	Union R.R. Co. and United Transportation Union (T).
Do. ²	do.	June 25, 1971	755	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and United Transportation Union.
Jacob Seidenberg ²	Falls Church, Va.	June 28, 1971	757	River Terminal Ry. Co. and United Transportation Union (T).

¹ Procedural.

² Merits.

³ Board re-open to hear one (1) case.

⁴ Neutral resigned.

⁵ Omitted from Thirty-sixth Annual Report of the National Mediation Board.

2. *Arbitrators appointed—Arbitration boards, fiscal year 1971*

Name	Residence	Date of appointment	Arbitration and case number	Parties
Harold M. Gilden	Chicago, Ill.	Nov. 25, 1970	Arbitration 306, case No. A-7771.	Penn Central Transportation Co.-Chicago River & Indiana R.R. Co. and United Transportation Union.
David Dolnick ¹	do.	Dec. 4, 1970	Arbitration 306, case No. A-7771.	Penn Central Transportation Co.-Chicago River & Indiana R.R. Co. and United Transportation Union.
Samuel Dickey	Springfield, Mo.	July 15, 1970	Arbitration 307, case No. A-—.	St. Louis-San Francisco Ry. Co. and United Transportation Union (T&C).
Charles Killingsworth	East Lansing, Mich.	Oct. 7, 1970	Arbitration 308, case No. A-8902.	Pan American World Airways and United Plant Guard Workers of America.
Leverett Edwards	Washington, D.C.	Oct. 19, 1970	Arbitration 309, case No. A-8676.	Airlift, International and Airline Employees Association, International.

¹ Vice, Harold M. Gilden—Resigned.

3. Arbitrators appointed—Special Board of Adjustment (Railroad), fiscal year 1971

Name	Residence	Date of appointed	Special Board No.	Parties
David Kabaker ¹	Cleveland, Ohio.....	Nov. 10, 1970	248	Erie Lackawanna Ry. Co. and United Transportation Union (T).
Arthur Stark.....	New York, N.Y.....	Sept. 22, 1970	744	The Long Island Rail Road Co. and International Brotherhood of Teamsters, Local 808.
Arthur Van Wart.....	do.....	Apr. 21, 1971	752	Railway Express Agency, Inc. and Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees.
H. Raymond Cluster.....	Baltimore, Md.....	Oct. 13, 1970	764	Disputes Committee-Eastern, Western, & Southeastern Carriers' Conference Committees & United Transportation Union (T).
Do.....	do.....	do.....	765	Do.
David Dolnick.....	Chicago, Ill.....	Nov. 9, 1970	766	Burlington Northern Inc. Transportation-Communication Division, Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
Preston Moore.....	Oklahoma City, Okla.....	Mar. 1, 1971	767	Burlington Northern Inc. and United Transportation Union (E).
Paul Hanlon.....	Portland, Oreg.....	Mar. 16, 1971	768	Burlington Northern, Inc. and Brotherhood of Locomotive Engineers.
Nelson Bortz.....	Kitty Hawk, N.C.....	Apr. 1, 1971	769	Norfolk and Western Ry. Co. and Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees.
Jesse Simons.....	New York, N.Y.....	Apr. 24, 1971	771	Norfolk and Western Ry. Co. and United Transportation Union.

¹ Vice, David H. Stowe—Resigned.

4. Arbitrators appointed pursuant to Union Shop Agreement, fiscal year 1971

Name	Residence	Date of appointment	Carrier	Organization	Individuals involved
Paul C. Dugan.....	Kansas City, Mo.....	Aug. 24, 1970	Terminal Railroad Association of St. Louis.	Brotherhood of Maintenance of Way Employees..	Eddie McGlown.
Do.....	do.....	Sept. 2, 1970	Atchison, Topeka & Santa Fe Ry. Co.	International Brotherhood of Firemen and Oilers, Helpers, Roundhouse and Railway Shop Laborers.	Robert Hayes.
Herbert J. Mesigh.....	Oklahoma City, Okla....	Sept. 21, 1970	St. Louis-Southwestern Railway Lines.	Transportation Communication Division, Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees.	C. J. McClain.
Maurice E. Nichols.....	Bay Village, Ohio.....	Oct. 2, 1970	Norfolk and Western Ry. Co.....	Transportation Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.	Berkeley G. Banks, Jr.
Howard G. Gamser.....	Washington, D.C.....	Mar. 23, 1971	Penn Central Transportation Co.	Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.	William T. Young.
William H. Coburn.....	do.....	Mar. 26, 1971	Atchison, Topeka & Santa Fe Ry. Co.	International Brotherhood of Electrical Workers.	Archie Foster.

5. Referees appointed—System Board of Adjustment (Airlines), fiscal year 1970

Name	Residence	Date of appointment	Parties
George Camp	Oklahoma City, Okla	July 6, 1970	Northwest Airlines Inc., International Association of Machinists and Aerospace Workers
Robert O. Boyd	Washington D.C.	July 15, 1970	Wein Consolidated Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
Charles Ellis	Oklahoma City, Okla	July 16, 1970	Southern Airways, Inc. and Air Line Dispatchers Association.
Louis Szep	do		
Francis J. Robertson	Washington D.C.		
John H. Dorsey	do		
William H. Coburn	do		
Jacob Seidenberg	Falls Church, Va.	Panel.	
Howard G. Gamser	Washington D.C.		
Morris L. Myers	San Francisco, Calif		
Albert Epstein	New York, N.Y.		
Phillip G. Sheridan	Everett, Wash.	July 16, 1970	Air West, Inc. and the International Association of Machinists and Aerospace Workers.
Matthew A. Kelly	New York, N.Y.	Aug. 7, 1970	Air West, Inc. and the Air Line Employees Association, International.
Francis X. Quinn	Philadelphia, Pa.	do	Northwest Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
Matthew A. Kelly	New York, N.Y.	do	Northwest Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
Leverett Edwards	Washington, D.C.	Panel No. 1.	Do. Piedmont Airlines, Inc. and Air Line Pilots Association-Stewards and Stewardess Division.
Albert Epstein	New York, N.Y.		
William Coburn	Washington, D.C.		
Jacob Seidenberg	Falls Church, Va.		
Laurence E. Seibel	Washington, D.C.	Panel No. 2.	
Francis J. Robertson	do		
Willoughby Abner	Silver Spring, Md.		
Howard G. Gamser	Washington, D.C.		
Paul C. Dugen	Kansas City, Mo.	Aug. 12, 1970	Ozark Air Lines and the International Association of Machinists and Aerospace Workers.
Jay Kramer	Great Neck, N.Y.	Aug. 13, 1970	Northwest Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
Bernard Cushman	Washington, D.C.	Aug. 20, 1970	Do.
Howard G. Gamser	do	do	National Airlines, Inc. and the Air Line Dispatchers Association.
Paul N. Guthrie	Chapel Hill, N.C.	Aug. 21, 1970	Piedmont Airlines, Inc. and the Air Line Pilots Association, International.
Bernard Cushman	Washington, D.C.	Panel No. 2.	
Howard G. Gamser	do	Sept. 1, 1970	Trans Caribbean Airways and International Brotherhood of Teamsters.
Albert Epstein	New York, N.Y.	do	Compagnie National Air France and the International Association of Machinists and Aerospace Workers.
Laurence E. Seibel	Washington, D.C.	Sept. 2, 1970	National Airlines, Inc., and the Air Line Dispatchers Association.
Francis J. Robertson	do	Sept. 17, 1970	Swissair and International Assn. of Machinists and Aerospace Workers.
John H. Dorsey	do	Panel.	
Albert Epstein	New York, N.Y.		
Milton Friedman	do		
Matthew A. Kelly	do		

Howard G. Gamser.....	Washington, D.C.....	Sept. 17, 1970	Ozark Airlines, Inc. and the Air Line Pilots Association, International.
Paul C. Dugan.....	Kansas City, Mo.....	Sept. 18, 1970	Do.
Matthew A. Kelly.....	Larchmont, N.Y.....	Sept. 22, 1970	Do.
Howard Gamser.....	Washington, D.C.....	Sept. 30, 1970	Northwest Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
Francis J. Robertson.....	do.....	do.....	British Overseas Airways Corp. and the International Association of Machinists and Aerospace Workers.
David S. McLaughlin.....	do.....	do.....	Trans-World Airlines, Inc., and the Air Line Employees Association, International.
James F. Reilly.....	do.....	Oct. 20, 1970	Caribbean Atlantic Airlines, Inc., and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
Francis J. Robertson.....	do.....	Oct. 29, 1970	American Flyers Airline and the Air Line Pilots Association, International.
Melvin L. Rosenbloom.....	Lake Forest, Ill.....	Nov. 2, 1970	Overseas National Airways and the International Brotherhood of Teamsters.
Morris L. Myers.....	San Francisco, Calif.....	do.....	Alaska Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
Lloyd H. Baller.....	Los Angeles, Calif.....	Nov. 3, 1970	Do.
Phillip G. Sheridan.....	Everett, Wash.....	Nov. 4, 1970	Do.
James Francis Reilly.....	Washington, D.C.....	Nov. 9, 1970	Braniff Airways, Inc. and International Association of Machinists and Aerospace Workers.
Morris L. Myers.....	San Francisco, Calif.....	Nov. 10, 1970	Wein Consolidated Airlines, Inc. and Air Lines Pilots Association (Stewards and Stewardesses Division).
J. Thomas Rimer, Jr.....	Atlantis, Fla.....	Nov. 24, 1970	National Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
Francis J. Robertson.....	Washington, D.C.....	Nov. 30, 1970	Northwest Airlines, Inc. and the International Association of Machinists and Aerospace Workers.
James Francis Reilly.....	do.....	Dec. 17, 1970	Alitalia Airlines and International Association of Machinists and Aerospace Workers.
Howard G. Gamser.....	do.....	do.....	Braniff Airways, Inc. and International Association of Machinists and Aerospace Workers.
Arnold M. Zack.....	Boston, Mass.....	Jan. 7, 1971	British Overseas Airways Corp. and the International Association of Machinists and Aerospace Workers.
Albert Epstein.....	New York, N.Y.....	Jan. 6, 1971	Air France and the International Association of Machinists and Aerospace Workers.
Leo C. Brown.....	St. Louis, Mo.....	Feb. 10, 1971	Ozark Air Lines, Inc. and the Aircraft Mechanics Fraternal Association.
Nicholas H. Zumas.....	Washington, D.C.....	do.....	Do.
Albert Epstein.....	New York, N.Y.....	Feb. 11, 1971	Penn Central Transportation Co., and William P. Quinn, attorney.
Laurence E. Seibel.....	Washington, D.C.....	do.....	Allegheny Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Francis J. Robertson.....	do.....	do.....	} Panel.
John H. Dorsey.....	do.....	do.....	
William H. Coburn.....	do.....	do.....	
Howard G. Gamser.....	do.....	do.....	
Nathan Clayton.....	do.....	do.....	
Seymour Strongin.....	do.....	do.....	} Feb. 12, 1971
Alexander B. Porter.....	do.....	do.....	
Frank Robertson.....	do.....	do.....	} Panel.
James C. Vadakin.....	Coral Gables, Fla.....	do.....	
James C. Hill.....	Centerport, N.Y.....	Feb. 12, 1971	Eastern Airlines, Inc. and Non-Management Salaried Employees.
Howard G. Gamser.....	Washington, D.C.....	do.....	} Panel.
Francis J. Robertson.....	do.....	do.....	
Phillip Feldblum.....	New York, N.Y.....	do.....	Feb. 12, 1971
			Ozark Airlines, Inc., and the Aircraft Mechanics Fraternal Association.
			Trans Caribbean Airways, Inc. and the Air Line Pilots Association, International.

5. Referees appointed—System Board of Adjustment (Airlines), fiscal year 1970

Name	Residence	Date of appointment	Parties	
Arnold M. Zack	Boston, Mass.	Feb. 16, 1971	Venezolana International de Aviation and the International Association of Machinists and Aerospace Workers.	
Harold M. Weston	New York, N.Y.	Panel.		
Thomas G. S. Chistlansen	New York, N.Y.			
Louis Yagoda	New Rochelle, N.Y.			
Laurence Seibel	Washington D.C.			
Paul D. Hanlon	Portland, Oreg.	Feb. 17, 1970	Alaska Airlines, Inc. and the International Association of Machinists and Aerospace Workers.	
Laurence Seibel	Washington D.C.	Feb. 18, 1971	Airlift International, and the Transport Workers Union of America.	
Lewis M Gill	Merlon, Pa.	Mar. 1, 1971	Penn Central Transportation Company and the International Organization of Masters, Mates and Pilots.	
Francis J. Robertson	Washington D.C.	do	Piedmont Airlines, Inc. and Air Line Pilot Association.	
Laurence Seibel	do	Panel.		
Jacob Seidenburg	Falls Church, Va.			
Jerre S. Williams	Washington D.C.			
Jerome J. Lande	New York, N.Y.			
Howard G. Gamser	Washington D.C.	Mar. 2, 1971	Carlilair and the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers Express and Station Employees.	
Morris L. Myers	San Francisco, Calif.	Mar. 4, 1971	Alaska Airlines, Inc. and the International Association of Machinists and Aerospace Workers.	
Paul D. Hanlon	Portland, Ore.	Mar. 5, 1971	Alaska Airlines, Inc. and the International Association of Machinists and Aerospace Workers.	
Byron R. Abernethy	Lubbock, Tex.	Mar. 26, 1971	Texas International Airlines, Inc. and International Association of Machinists and Aerospace Workers.	
Roy R. Ray	Dallas, Tex.	Panel.		
A. Langley Coffey	Sand Springs, Okla.			
Don Hamilton	Oklahoma City, Okla.			
Herbert Mesigh	do			
Don J. Harr	Tulsa, Okla.	Mar. 23, 1971	National Airlines, Inc. and Air Line Pilots Association.	
Jerre S. Williams	Washington, D.C.		Mar. 26, 1971	Pan American World Airways, Inc. and International Brotherhood of Teamsters.
Charles M. Rehms	Ann Arbor, Mich.			
Arthur Stark	New York, N.Y.			
Abram H. Stockman	do	Panel.		
Louis Yagoda	do			
Jesse Simons	do			
Arnold M. Zack	Boston, Mass.			
Matthew A. Kelly	Larchmont, N.Y.	Apr. 23, 1971	Alaska Airlines and Air Line Dispatchers Association.	
Albert Epstein	New York, N.Y.		Apr. 26, 1971	National Airlines, Inc. and Air Line Pilots Association.
Francis J. Robertson	Washington, D.C.			
Benjamin C. Roberts	New York, N.Y.			
Morris L. Myers	San Francisco, Calif.			
Francis J. Robertson	Washington, D.C.			

Matthew A. Kelly	Larchmont, N. Y.	do		Air France and International Association of Machinists and Aerospace Workers.
William M. Edgett	Baltimore, Md.	Apr. 28, 1971		Do.
Arnold Zack	Boston, Mass.	do		Do.
Phillip G. Sheridan	Everett, Wash.	do		Alaska Airlines and Air Line Dispatchers Association.
Byron R. Abernethy	Lubbock, Tex.	May 3, 1971		Braniff International and International Association of Machinists and Aerospace Workers
James R. Jones	Tulsa, Okla.	May 6, 1971		Northwest Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Jesse Simons	New York, N. Y.	May 3, 1971		Do.
Melvin L. Rosenbloom	Lake Forest, Ill.	do		Do.
Leo C. Brown	St. Louis, Mo.	May 6, 1971		Puerto Rico International Airlines, Inc. (Prindir) and the Air Line Pilots Association.
Paul C. Dugan	Kansas City, Mo.	May 10, 1971		Ozark Air Lines, Inc. and Air Line Pilots Association.
Laurence E. Seibel	Washington, D. C.	May 26, 1971		National Airlines, Inc. and the Air Line Pilots Association.
Howard G. Gamser	do	do		Do.
Francis J. Robertson	do	May 28, 1971		Do.
Byron R. Abernethy	Lubbock, Tex.	June 4, 1971		Braniff International and the International Brotherhood of Teamsters.
Howard G. Gamser	Washington, D. C.	June 10, 1971		Ozark Air Lines, Inc. and the Air Line Pilots Association (Steward and Stewardess Division).
Francis J. Robertson	do	June 14, 1971		Northwest Airlines, Inc. and the Air Line Dispatchers Association.
William H. Coburn	do	June 24, 1971		Southern Airways, Inc. and Air Line Pilots Association.
Francis J. Robertson	do			
Laurence E. Seibel	do			
John H. Dorsey	do		Panel.	
Leo C. Brown	St. Louis, Mo.			
Paul N. Guthrie	Chapel Hill, N. C.			
Robert T. Amis	Atlanta, Ga.			
Edmund W. Schedler, Jr.	Dallas, Tex.	June 22, 1971		Braniff Airways, Inc. and the Airline Division of the International Brotherhood of Teamsters.
Murray M. Rohman	Fort Worth, Tex.			
Don Hamilton	Oklahoma City, Okla.		Panel.	
William H. Coburn	Washington, D. C.			
Francis J. Robertson	do			
Arnold M. Zack	Boston, Mass.	June 25, 1971		Air Line Stewards and Stewardesses Association and Northeast Airlines, Inc.
Edmund W. Schedler, Jr.	Dallas, Tex.	do		Capitol International Airways and the Air Line Pilots Association.
Don Hamilton	Oklahoma City, Okla.	do		Do.

6. *Neutral Referees Appointed Pursuant to Public Law 91-518 (Rail Passenger Service Act of 1970—Amtrak) Fiscal Year 1971*

Name	Residence	Date of appointment	Amtrak No.	Parties
Jacob Seidenberg	Falls Church, Va.	May 27, 1971	1	The Baltimore & Ohio R.R. Co. and United Transportation Union.
Preston Moore	Oklahoma City, Okla.	June 1, 1971	15	Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Locomotive Engineers. United Transportation Union.

APPENDIX C

TABLE 1.—*Number of cases received and disposed of, fiscal years 1935-71*

Status of cases	36-year period, 1935-71	Fiscal year 1971	Fiscal year 1970	5-year period, 1965-69 (average)	5-year period, 1960-64 (average)	5-year period, 1955-59 (average)	5-year period, 1950-54 (average)	5-year period, 1945-49 (average)
All types of cases								
Cases pending and unsettled at beginning of period.....	96	489	471	472	248	202	136	172
New cases docketed.....	13,567	311	316	394	302	413	415	463
Total cases on hand and received.....	13,663	800	787	866	550	615	551	635
Cases disposed of.....	13,183	320	298	356	289	401	403	496
Cases pending and unsettled at end of period.....	480	480	489	510	261	214	148	139
Representation cases								
Cases pending and unsettled at beginning of period.....	24	11	10	22	17	22	34	50
New cases docketed.....	4,207	75	70	82	62	100	136	176
Total cases on hand and received.....	4,231	86	80	104	79	122	170	226
Cases disposed of.....	4,228	83	69	82	62	102	137	186
Cases pending and unsettled at end of period.....	3	3	11	22	17	20	33	40
Mediation cases								
Cases pending and unsettled at beginning of period.....	72	477	458	447	228	173	102	122
New cases docketed.....	9,240	234	245	309	235	304	276	286
Total cases on hand and received.....	9,312	711	703	756	463	477	378	408
Cases disposed of.....	8,236	235	226	271	221	290	264	309
Cases pending and unsettled at end of period.....	476	476	477	485	241	187	114	99
Interpretation cases								
Cases pending and unsettled at beginning of period.....	None	1	3	3	3	6	0	0
New cases docketed.....	122	2	1	3	5	9	3	1
Total cases on hand and received.....	122	3	4	6	8	15	3	1
Cases disposed of.....	121	2	3	3	5	8	2	1
Cases pending and unsettled at end of period.....	1	1	1	3	3	7	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1971

	Disposition by type of carrier						Rail- roads, total	Air- lines, total	Disposition by major issue involved					
	Railroads								New agreement		Rates of pay		Rules	
	Total, all cases	Class I	Class II	Switch- ing and terminal	Electric railroads	Miscel- laneous carriers			Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
Total.....	235	93	38	9	4	12	156	79	2	5	28	43	126	31
Mediation agreement.....	121	43	14	3	4	7	71	50	1	3	16	27	54	20
Arbitration agreement.....	3	2	0	0	0	0	2	1	0	0	1	0	1	1
Withdrawn after mediation.....	5	3	1	1	0	0	5	0	0	0	0	0	5	0
Withdrawn before mediation.....	9	8	1	0	0	0	9	0	0	0	0	0	9	0
Refusal to arbitrate by:														
Carrier.....	6	1	1	0	0	0	2	4	0	1	2	2	0	1
Employees.....	21	6	4	3	0	1	14	7	0	0	0	3	14	4
Both.....	2	0	0	0	0	0	0	2	0	0	0	2	0	0
Dismissal.....	68	30	17	2	0	4	53	15	1	1	9	9	43	5

TABLE 3.—Representation cases disposition by craft or class, employees involved, and participating fiscal year 1971

	Railroads				Airlines			
	Number cases	Number crafts and classes	Em- ployees in- volved	Number partici- pating	Number cases	Number crafts or classes	Em- ployees in- volved	Number partici- pating
Total.....	41	48	24, 858	20, 520	42	46	3, 854	2, 274
DISPOSITION								
Certification based on election.....	30	36	23, 928	20, 085	23	26	2, 317	1, 779
Certification based on authorization.....	4	4	127	104	1	2	19	16
Withdrawn before investigation.....	2	3	14	0	3	3	177	0
Withdrawn during investigation.....	2	2	30	0	2	2	16	0
Withdrawn after investigation.....	0	0	0	0	0	0	0	0
Dismissal.....	3	3	759	331	13	13	1, 325	479
Total all cases—83.....			28, 712	22, 794				

TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1971

Major groups of employees	Number of—			
	All types of cases	Representa- tion cases	Mediation cases	Interpreta- tion cases
Grand total, all groups of employees.....	320	83	235	2
Railroad total.....	198	41	156	1
Combined groups, railroad.....	25	5	20	0
Train, Engine, and Yard Service.....	110	15	94	1
Mechanical foremen.....	7	5	2	0
Maintenance of equipment.....	3	1	2	0
Clerical, office, station, and storehouse.....	9	1	8	0
Yardmasters.....	3	1	2	0
Maintenance of way and signal.....	9	3	6	0
Subordinate officials in maintenance of way.....	4	4	0	0
Agents, telegraphers, and towermen.....	5	0	5	0
Train dispatchers.....	1	1	0	0
Technical engineers, architects, draftsmen, etc.....	2	2	0	0
Dining car employees, train and pullman porters.....	4	0	4	0
Patrolmen and special officers.....	1	1	0	0
Marine servicemen.....	6	2	4	0
Miscellaneous railroad.....	9	0	9	0
Airline total.....	122	42	79	1
Combined groups, airline.....	15	4	11	0
Mechanics.....	13	8	5	0
Radio and teletype operators.....	3	0	3	0
Clerical, office, stores, fleet, and passenger service.....	17	9	7	1
Stewards, stewardesses, and flight pursers.....	12	0	12	0
Pilots.....	28	11	17	0
Dispatchers.....	11	4	7	0
Meteorologists.....	2	2	0	0
Flight engineers.....	3	0	3	0
Flight navigators.....	3	0	3	0
Flight kitchen and commissary employees.....	0	0	0	0
Miscellaneous airline.....	15	4	11	0

TABLE 5.—*Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1971*

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	83	94	28,712	100
Railroad, total.....	41	48	24,858	87
Dining car employees, train and pullman porters.....	0	0	0	0
Train service.....	0	0	0	0
Engine service.....	15	15	2,506	9
Yard service.....	0	0	0	0
Mechanical foremen.....	5	5	241	1
Maintenance of equipment.....	1	1	28	(1)
Clerical, office, station, and storehouse.....	1	1	20,598	72
Yardmasters.....	1	1	32	(1)
Maintenance of way and signal.....	3	3	38	(1)
Subordinate officials, maintenance of way.....	4	4	53	(1)
Agents, telegraphers, and towermen.....	0	0	0	0
Train dispatchers.....	1	1	538	2
Technical engineers, architects, draftsmen, etc.....	2	2	46	(1)
Patrolmen and special officers.....	1	1	108	(1)
Marine service.....	2	2	579	2
Combined groups, railroad.....	5	12	92	(1)
Miscellaneous, railroad.....	0	0	0	0
Airline, total.....	42	46	3,854	13
Mechanics.....	8	8	1,646	6
Flight navigators.....	0	0	0	0
Clerical, office, stores, fleet and passenger service.....	9	9	1,333	5
Stock and stores employees.....	0	0	0	0
Steward, stewardesses, and pursers.....	0	0	0	0
Pilots.....	11	11	225	(1)
Flight engineers.....	0	0	0	0
Airline dispatchers.....	4	4	255	1
Commissary employees.....	0	0	0	0
Radio and teletype operators.....	0	0	0	0
Combined groups, airline.....	0	0	0	0
Miscellaneous airline.....	6	6	166	(1)

¹ Less than 1 percent.

TABLE 6.—Number of crafts or classes certified and employees involved in representation cases by types of results, fiscal year 1971

	Certifications issued to—								
	National organizations			Local unions			Total		
	Craft or class	Employees involved		Craft or class	Employees involved		Craft or class	Employees involved	
		Num- ber	Per- cent		Num- ber	Per- cent		Num- ber	Per- cent
RAILROADS									
Representation acquired:									
Elections.....	7	110	(1)	0	0	0	7	110	(1)
Proved authorizations.....	1	11	(1)	0	0	0	1	11	(1)
Representation changed:									
Elections.....	15	1,309	5	2	38	(1)	17	1,347	5
Proved authorizations.....	3	16	(1)	0	0	0	3	16	(1)
Representation unchanged:									
Elections.....	11	22,530	85	0	0	0	11	22,530	85
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Totals Railroads.....	37	23,976	90	2	38	(1)	39	24,014	90
AIRLINES									
Representation acquired:									
Elections.....	13	1,172	4	1	17	(1)	14	1,189	4
Proved authorizations.....	2	19	(1)	0	0	0	2	19	(1)
Representation changed:									
Elections.....	6	952	4	3	174	(1)	9	1,126	4
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation unchanged:									
Elections.....	0	0	0	2	53	(1)	2	53	(1)
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total Airlines.....	21	2,143	8	6	244	0	27	2,387	8
Total, combined railroad and airlines.....	58	26,119	98	8	282	0	66	26,401	98

¹ Less than 1 percent.

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

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1970 to June 30, 1971*¹

Case Number	Carrier	Organization	Craft or class	Number of employees	Date of work stoppage	Date work resumed	Issues	Disposition
A-8814	Northwest Airlines, Inc.	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.	Clerical, Office Fleet & Passenger Service Employees.	3,500	July 18, 1970	Dec. 14, 1970	Changes in rate of pay, rules and working conditions.	Agreement between parties.
A-8765	Pacific & Arctic Railway & Navigation Co.	United Transportation Union.	Engineers, Firemen, Brakemen and Conductors.	50	July 13, 1970	Aug. 17, 1970	Revision of contract...	Do.
A-8770	Puerto Rico International Airlines, Inc.	Air Line Pilots Association.	Pilots.....	84	Oct. 19, 1970	Oct. 31, 1970	Negotiations for first contract.	Mediation Agreement dated Oct. 31, 1970.
A-8711	Trans World Airlines, Inc.	Transport Workers Union of America.	Stewardesses and Purser.	5,376	Oct. 20, 1970	Oct. 21, 1970	Rates of pay, rules and working conditions.	Do.
A-8683	Seaboard World Airlines, Inc.	Air Line Pilots Association.	Pilots.....	180	Oct. 24, 1970	Oct. 26, 1970	Rates of pay, rules and working conditions.	Agreement between parties.
✓ A-8761	Mohawk Airlines, Inc.	do.....	do.....	396	Nov. 12, 1970	Apr. 14, 1971	Rates of pay and rules.	Mediation Agreement for final and binding arbitration dated Mar. 19, 1971.
A-8921	Baltimore & Annapolis R.R. Co.	United Transportation Union.	Bus Driver, Trainmen, and Dispatchers.	50	Feb. 16, 1971	Apr. 2, 1971	Rates of pay, rules and working conditions.	Mediation Agreement dated Apr. 1, 1971.
C-4089	REA Express.....	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.	Over-the-road drivers.	15,000	Apr. 21, 1971	Apr. 26, 1971	Establishment of runs.	Federal court order.
A-8811 A-8811 (Sub. 1)	National Railway Labor Conference.	Brotherhood of Railroad Signalmen.	Signalmen.....	10,000	May 17, 1971	May 18, 1971	Rates of pay, rules and working conditions.	Terminated by enactment of Public Law 92-17.

¹ Not included are those strikes of less than 24 hours' duration.

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 1935-71

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
Total:								
1971.....	6,112	3,458	828	829	177	18	113	689
1970.....	5,704	3,333	803	814	176	18	108	452
1969.....	5,404	3,200	785	791	166	16	92	354
1968.....	5,285	3,145	780	771	164	14	87	324
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	762	749	169	13	84	241
1945.....	4,665	2,913	735	705	160	8	66	98
1940.....	4,193	2,708	684	603	108	8	38	44
1935.....	3,021	2,335	347	334	-----	5	-----	-----
National organizations:								
1971.....	6,015	3,400	824	811	173	18	112	677
1970.....	5,607	3,275	799	796	172	18	107	440
1969.....	5,279	3,142	781	773	162	16	91	342
1968.....	5,160	3,087	776	753	160	14	86	312
1967.....	5,160	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	769	745	169	14	85	263
1950.....	4,999	3,040	748	731	155	13	83	229
1945.....	4,585	2,865	732	687	146	8	66	91
1940.....	4,128	2,668	681	688	106	8	38	39
1935.....	2,940	2,284	347	334	-----	6	-----	-----
Other organizations:								
1971.....	97	58	4	18	4	-----	1	12
1970.....	97	58	4	18	4	-----	1	12
1969.....	97	58	4	18	4	-----	1	12
1968.....	97	58	4	18	4	-----	1	12
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	-----	-----	6
1935.....	81	81	-----	-----	-----	-----	-----	-----

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-71 inclusive

ALL DIVISIONS						
Cases	37-year period 1935-71	1971	1970	1969	1968	1967
Open and on hand at beginning of period.....		3,692	4,277	5,024	5,346	6,090
New cases docketed.....	70,904	882	921	978	1,395	1,689
Total number of cases on hand and docketed.....	70,904	4,574	5,198	6,002	6,741	7,778
Cases disposed of.....	67,889	1,559*	1,506	1,724	1,717	2,433
Decided without referee.....	12,778	160	81	84	150	143
Decided with referee.....	31,030	789	806	1,092	1,064	1,295
Withdrawn.....	24,081	618	669	598	503	996
Open cases on hand close of period.....		3,015	3,692	4,278	5,024	5,346
FIRST DIVISION						
Open and on hand at beginning of period.....		2,650	2,940	3,299	3,509	4,049
New cases docketed.....	42,646	69	192	164	358	446
Total number of cases on hand and docketed.....	42,646	2,719	3,132	3,463	3,867	4,495
Cases disposed of.....	40,592	665	482	523	568	986
Decided without referee.....	10,839	146	27	32	110	135
Decided with referee.....	10,902	41	12	66	140	107
Withdrawn.....	18,851	478	443	425	318	744
Open cases on hand close of period.....		2,054	2,650	2,940	3,299	3,509
SECOND DIVISION						
Open and on hand at beginning of period.....		156	186	304	380	337
New cases docketed.....	6,247	162	179	188	211	338
Total number of cases on hand and docketed.....	6,247	318	365	442	591	675
Cases disposed of.....	6,110	181	209	256	287	295
Decided without referee.....	728	0	1	0	36	1
Decided with referee.....	4,436	171	195	253	236	264
Withdrawn.....	946	10	13	3	15	30
Open cases on hand close of period.....		137	186	186	304	380
THIRD DIVISION						
Open and on hand at beginning of period.....		829	1,087	1,324	1,361	1,666
New cases docketed.....	19,343	565	470	578	715	776
Total number of cases on hand and docketed.....	19,343	1,394	1,557	1,902	2,076	2,442
Cases disposed of.....	18,564	615*	728	815	751	1,081
Decided without referee.....	908	4	3	1	1	5
Decided with referee.....	13,913	498	529	664	596	867
Withdrawn.....	3,741	111	196	150	154	209
Open cases on hand close of period.....		779	829	1,087	1,324	1,361

*This figure has been increased by two cases which were closed without awards being rendered by Third Division.

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-71 inclusive—Continued

FOURTH DIVISION						
Cases	37-year period 1935-71	1971	1970	1969	1968	1967
Open and on hand at beginning of period.....		57	64	97	97	39
New cases docketed.....	2,668	86	80	98	111	129
Total number of cases on hand and docketed.....	2,668	143	144	195	208	168
Cases disposed of.....	2,623	98	87	131	111	71
Decided without referee.....	311	0	0	1	3	2
Decided with referee.....	1,769	79	70	109	92	57
Withdrawn.....	543	19	17	21	16	12
Open cases on hand close of period.....	45	45	57	64	97	97

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1971

Railroad	Engineers	Firemen and hostlers	Con- ductors	Brakemen, flagmen, and baggage- men	Yard- Foremen, helpers, and switch- tenders	Yard- masters	Clerical, office, station, and store- house	Main- tenance of way employees	Teleg- raphers	Dispatchers
Akron, Canton & Youngstown Ry.....	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Ann Arbor RR.....	UTU	UTU	UTU	UTU	UTU	ARSA	BRAC	BMW	BRAC	ATDA
Atchison, Topeka & Santa Fe Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Baltimore & Ohio RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Bangor & Aroostook RR.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Bessemer & Lake Erie RR.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	X
Boston & Maine Corp.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Burlington Northern.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Canadian Pacific Lines in Maine.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	BRAC
Central of Georgia Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Central RR. of New Jersey.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Central Vermont Ry., Inc.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Cheapeake & Ohio Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago & Eastern Illinois RR.....	BLE	UTU	UTU	UTU	UTU	ARSA	BRAC	BMW	BRAC	ATDA
Chicago & Illinois Midland Ry.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Chicago & North Western Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Milwaukee, St. Paul & Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Rock Island & Pacific Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Clinchfield RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Colorado & Southern Ry.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Delaware & Hudson Ry. Co.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Denver & Rio Grande Western RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit & Toledo Shore Line RR.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit, Toledo & Ironton RR.....	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Duluth, Missabe & Iron Range Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Duluth, Winnipeg & Pacific Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	BRAC
Elgin, Joliet & Eastern Ry.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	LU
Erie-Lackawanna Ry. Co.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Florida East Coast Ry.....	BLE	UTU	UTU	UTU	UTU	LU	BRAC	BMW	BRAC	LU
Fort Worth & Denver Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Georgia RR. Lessee Organization.....	BLE	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Grand Trunk Western RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Green Bay & Western RR.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Gulf, Mobile & Ohio RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Illinois Central RR.....	BLE	UTU	UTU	UTU	UTU	SA	BRAC	BMW	BRAC	ITDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1971—Continued

Railroad	Engineers	Firemen and hostlers	Con- ductors	Brakemen, flagmen, and baggage- men	Yard- Foremen, helpers, and switch- tenders	Yard- masters	Clerical, office, station, and store- house	Main- tenance of way employees	Tele- graphers	Dispatchers
Illinois Terminal RR.....	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Kansas City Southern Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Lake Superior & Ishpeming RR.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	X	X
Lehigh Valley RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Long Island RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	IBT	BRAC	ATDA
Louisville & Nashville RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Maine Central RR.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Missouri-Illinois RR.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Missouri-Kansas-Texas RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Missouri Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Monon RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Monongahela Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Norfolk & Western Ry.....	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Norfolk Southern Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Northwestern Pacific RR.....	BLE	BLE	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	ATDA
Penn Central Transportation Co.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Pennsylvania Reading Seashore Lines.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Pittsburgh & Lake Erie RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Reading Co.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Richmond, Fredericksburg & Potomac RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	X
St. Louis-San Francisco Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
St. Louis Southwestern Ry.....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Savannah and Atlanta Ry.....	BLE	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	(*)	ATDA
Seaboard Coast Line RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Soo Line RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Southern Pacific Transportation Co. (Pacific Lines).....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Southern Pacific Transportation Co. (Texas & Louisiana Lines).....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Southern Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Georgia, Southern & Florida Ry.....	UTU	UTU	UTU	UTU	UTU	(#)	(#)	(#)	(#)	(#)
Cincinnati, New Orleans & Texas Pacific Ry.....	UTU	UTU	UTU	UTU	UTU	(#)	(#)	(#)	(#)	(#)
Alabama Great Southern Ry.....	BLE	BLE	UTU	UTU	UTU	(#)	(#)	(#)	(#)	(#)
Texas & Pacific Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Toledo, Peoria & Western RR.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Union Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	(*)	LU
Western Maryland Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Western Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA

Railroad	Machinists	Boiler-makers and black-smiths	Sheet metal workers	Electrical workers	Carmen and coach cleaners	Power-house employees and shop laborers	Signal-men	Mechanical foremen and supervisors	Dining car stewards	Dining car cooks and waiters
Akron, Canton & Youngstown Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Ann Arbor RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Atchison, Topeka & Santa Fe Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	UTU	(*)	(*)
Baltimore and Ohio RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	UTSE
Bangor & Aroostook RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	HRE
Bessemer & Lake Erie RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	SA	UTSE
Boston & Maine Corp.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Burlington Northern.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RRS	(*)	UTSE
Canadian Pacific Lines in Maine.....					BRCA					
Central of Georgia Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	UTSE
Central RR. of New Jersey.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	(*)	(*)
Central Vermont Ry., Inc.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chesapeake & Ohio Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & Eastern RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & Illinois Midland Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chicago & North Western Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago, Milwaukee, St. Paul and Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	MRMFA	UTU	HRE
Chicago, Rock Island & Pacific Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Clinchfield RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Colorado & Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BSCP
Delaware & Hudson Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Denver & Rio Grande Western RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	UTU	(*)	SA
Detroit & Toledo Shore Line RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Detroit, Toledo & Ironton RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Duluth, Missabe & Iron Range Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	MDFA	(*)	(*)
Duluth, Winnipeg & Pacific Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Elgin, Joliet & Eastern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Erie-Lacawanna Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	HRE
Florida East Coast Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	X
Fort Worth & Denver Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	SA	UTU	HRE
Georgia RR. Lessee Organization.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Grand Trunk Western RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Green Bay & Western RR.....	IAM&AW	BB	SMWIA	X	BRCA	IBFO	BRS	(*)	(*)	(*)
Gulf, Mobile & Ohio RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	LU	HRE
Illinois Central RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	UTU	(*)	HRE
Illinois Terminal RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Kansas City Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Lake Superior & Ishpeming RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	(*)	(*)	(*)
Lehigh Valley RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1971—Continued

Railroad	Machinists	Boiler- makers and black- smiths	Sheet metal workers	Electrical workers	Carmen and coach cleaners	Power- house employees and shop laborers	Signal- men	Me- chanical foremen and supervisors	Dining car stewards	Dining car cooks and waiters
Long Island RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Louisville & Nashville RR.....	IAM&AW	BB/TWU	SMWIA	IBEW	BRCA	IBFO	BRS	UTU		HRE
Maine Central RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Missouri-Illinois RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	ARSA	(*)	(*)
Missouri-Kansas-Texas RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Missouri Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Monon RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	HRE
Monongahela Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Norfolk & Western Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Norfolk Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Northwestern Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW		(*)	(*)
Penn Central Transportation Co.....	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	BRS	LU		(*)
Pennsylvania Reading Seashore Lines.....	IAM&AW	(*)	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	TWU
Pittsburgh & Lake Erie RR.....	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	UMW	ARSA	(*)	(*)
Reading Co.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	HRE
Richmond, Fredericksburg & Potomac RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
St. Louis-San Francisco Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE
St. Louis Southwestern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	X	HRE
Savannah and Atlanta Ry.....	IAM&AW	BB	SMWIA	(*)	BRCA	IBFO	(*)		(*)	(*)
Seaboard Coast Line RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Soo Line RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Southern Pacific Transportation Co. (Pacific Lines).....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Southern Pacific Transportation Co. (Texas & Louisiana Lines).....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	UTSE
Georgia, Southern & Florida Ry.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Cincinnati, New Orleans & Texas Pacific Ry.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)		UTU	(*)
Alabama Great Southern Ry.....	(#)	(#)	(#)	(#)	(#)	(#)	(#)		(*)	(*)
Texas & Pacific Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	HRE
Toledo, Peoria & Western RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Union Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Western Maryland Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Western Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE

TABLE 10.—Employee representation on selected air carriers as of June 30, 1971

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Stewardesses and pursers	Radio and teletype operators	Mechanics	Clerical, office, fleet and passenger service	Stock and stores
Airlift, International	ALPA		TWU				IAM&AW	ALEA ¹	IBT
Alaska Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW		
Allegheny Airlines, Inc.	ALPA			LU	ALPA		IAM&AW		IAM&AW
American Airlines, Inc.	APA	FEIA		ALDA	TWU	TWU	TWU	TWU ¹	TWU
Braniff International	ALPA			ADA	ALPA	CWA	IAM&AW	IBT ¹	IBT
Caribbean Atlantic Airlines	ALPA			BRAC	TWU	IUAEP	IUAEP	BRAC	
Continental Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW		IAM&AW
Delta Air Lines, Inc.	ALPA			ALDA					
Eastern Air Lines, Inc.	ALPA	ALPA		ALDA	TWU	CWA	IAM&AW	IAM&AW ¹	IAM&AW
Flying Tiger Lines, Inc.	ALPA	ALPA	TWU	IAM&AW	IBT		IAM&AW		IAM&AW
Frontier Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW	ALEA	
Hughes d/b/a Air West	ALPA			ALDA	ALPA		AMFA	ALEA ¹	IAM&AW
Mohawk Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW		IAM&AW
National Airlines, Inc.	ALPA	FEIA		ALDA	ALPA	CWA	IAM&AW	ALEA ¹	IAM&AW
North Central Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW	ALEA ¹	IAM&AW
Northeast Airlines, Inc.	ALPA			ALDA	TWU	TWU	IAM&AW	TWU	(2)
Northwest Airlines, Inc.	ALPA	IAM&AW	TWU	ALDA	TWU	TWU	IAM&AW	BRAC ¹	IAM&AW
Ozark Air Lines, Inc.	ALPA			ALDA	ALPA	IBT	AMFA	IAM&AW ¹	IBT
Pan American World Airways, Inc.	ALPA	FEIA		TWU	TWU		TWU	IBT ¹	IBT
Piedmont Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW		
Seaboard World Airlines, Inc.	ALPA	IBT	TWU	IUEA		TWU	TWU		TWU
Southern Airways, Inc.	ALPA			ALDA	TWU		IAM&AW		IAM&AW
Texas-International Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW	ALEA ¹	IAM&AW
Trans World Airlines, Inc.	ALPA	ALPA	TWU	TWU	TWU	ALEA	IAM&AW		
United Air Lines, Inc.	ALPA		TWU	ALDA	ALPA	CWA	IAM&AW		IAM&AW
Western Airlines, Inc.	ALPA	ALPA		ALDA	ALPA	CWA	IBT	BRAC ¹	IBT

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1971—
Continued

Railroad (MARINE)	Licensed deck employ- ees	Licensed engine- room employ- ees	Un- licensed deck employ- ees	Un- licensed engine- room employ- ees	Cap- tains, lighters, grain boats	Holst- ing engi- neers	Float- watch- men, bridge- men, bridge operators	Cooks, chefs, walters
Ann Arbor R.R.	GLLO	MEBA	SIU	SIU				SIU
Atchafson, Topeka & Santa Fe Ry.	MMP	MEBA	IUP	IUP				
Baltimore and Ohio R.R.	MMP	TWU	SIU	TWU	ILA	IUOE	MMP	
Central R.R. of New Jersey.	MMP	MEBA	TWU	TWU	ILA	IUOE	TWU	
Chesapeake & Ohio Ry.: Chesapeake District	MMP	MEBA	SIU	UMW				
Pere Marquette District.	MMP	GLLO	NMU	NMU				NMU
Chicago, Milwaukee, St. Paul & Pacific R.R.	MMP	MEBA	IUP	IUP				IUP
Erie-Lackawanna Ry.	MMP	MEBA	SIU	TWU	TWU	TWU	UMW	
Grand Trunk Western R.R.	GLLO	MEBA	NMU	NMU				NMU
Long Island R.R.	MMP	MEBA	TWU	TWU			IBT	
Missouri-Illinois R.R.	MMP	MEBA	MMP	MEBA				
Norfolk & Western Ry.	GLLO	MEBA	UMW	UMW	MEBA			
Penn Central Transpor- tation Co.	SIU	NMU	SIU	TWU	ILA		ILA	SIU
Reading Co.	MMP	MEBA	NMU	NMU	NMU			NMU
Southern Pacific Trans- portation Co.	MMP	MEBA	IUP	IUP			IUP	
Southern Ry.	MMP	MEBA	MMP					
Western Maryland Ry.							SIU	
Western Pacific R.R.	MMP	MEBA	IUP	IUP				

¹ Only a portion of the craft or class.

² Included in Clerical, Office, Stores, Fleet and Passenger Service Employees.

³ 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.

RAILROADS

ARSA	American Railway Supervisors Association.
ATDA	American Train Dispatchers Association.
AMS	Association of Mechanical Supervisors.
BB	International Brotherhood of Bollermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers.
BLE	Brotherhood of Locomotive Engineers.
BMW	Brotherhood of Maintenance of Way Employees.
BRAC	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
BRCA	Brotherhood Railway Carmen of United States and Canada.
BRB	Brotherhood of Railroad Signalmen.
BSCP	Brotherhood of Sleeping Car Porters.
HRE	Hotel and Restaurant Employees and Bartenders International Union.
IAM&AW	International Association of Machinists and Aerospace Workers.
IARE	International Association of Railway Employees.
IBEW	International Brotherhood of Electrical Workers.
IBFO	International Brotherhood of Firemen and Oilers.
ITDA	Illinois Train Dispatchers Association.
LU	Local Union.
MDFA	Mechanical Department Foremen's Association.
MRMFA	Milwaukee Road Mechanical Foremen's Association.
RED	Railway Employees' Department.
RYA	Railroad Yardmasters of America.
SA	System Association, Committee or Individual.
SMWIA	Sheet Metal Workers' International Association.
TWU	Transport Workers Union of America.
UMW	United Mine Workers of America.
USWA	United Steelworkers of America.
UTSE	United Transport Service Employees.
UTU	United Transportation Union.
WRSA	Western Railway Supervisors Association.

AIRLINES

ADA	Air Transport Dispatchers Association.
ALDA	Air Line Dispatchers Association.
ALEA	Air Line Employees Association.
ALPA	Air Line Pilots Association.
AMFA	Aircraft Mechanics Fraternal Association.
APA	Allied Pilots Association.
BRAC	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
CWA	Communications Workers of America.
FEIA	Flight Engineers' International Association.
IUAEP	Independent Union of Airline Employees of Puerto Rico.
IAM&AW	International Association of Machinists and Aerospace Workers.
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.
IGFA	International Guild of Flight Attendants.
LU	Local Union.
OPEIU	Office & Professional Employees International Union.
TWU	Transport Workers Union of America.

MARINE

GLLO	Great Lakes Licensed Officers' Organization.
ILA	International Longshoremen's Association.
IUOE	International Union of Operating Engineers.
IUP	Inlandboatmen's Union of the Pacific.
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
MMP	International Organization of Masters, Mates, and Pilots.
MEBA	National Marine Engineers' Beneficial Association.
NMU	National Maritime Union of America.
SIU	Seafarers' International Union of North America.
TWU	Transport Workers Union of America.
UMW	United Mine Workers of America.

