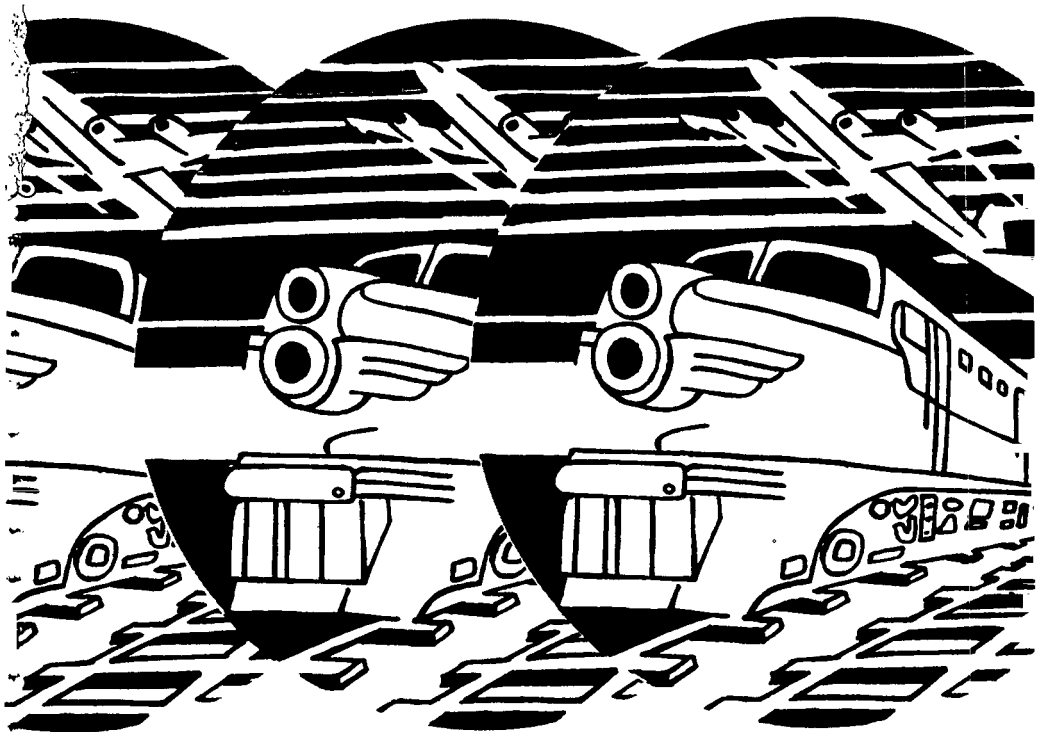


Thirty-Eighth Annual Report of the National Mediation Board

**Including
The Report of the National
Railroad Adjustment Board**



For The Fiscal Year Ended June 30, 1972

Thirty-Eighth
ANNUAL REPORT OF THE
NATIONAL
MEDIATION
BOARD

INCLUDING
THE REPORT OF THE
NATIONAL RAILROAD
ADJUSTMENT BOARD



For the Fiscal Year Ended June 30, 1972

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON : 1973



NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1972

GEORGE S. IVES, *Chairman*

DAVID H. STOWE, *Member*

PETER C. BENEDICT, *Member*¹

THOMAS A. TRACY, *Executive Secretary*

ROWLAND K. QUINN, Jr., *Staff Mediation Director*

RICHARD R. KASHER, *General Counsel*

DANA E. EISCHEN, *Special Assistant to the Board*

¹Appointed Aug. 9, 1971; Deceased Apr. 12, 1972; Succeeded by Kay McMurray Oct. 5, 1972.

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-eighth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1972 together with the annual report of the National Railroad Adjustment Board, as required by section 3, first (w), of the same act.

DAVID H. STOWE, *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, 1972. 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 resulted from 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

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

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

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

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 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 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 in the airline industry.

The act was amended January 10, 1951, 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 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, 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. Public Law No. 88-542.

On June 20, 1966, section 3, second of the act, was amended, to provide for the establishment of special boards of adjustment upon

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

the request either of representatives 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 amendment provided 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. Public Law No. 89-456.

Section 3, first of the act, was amended most recently on April 23, 1970, when 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. Public Law No. 91-234.

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 mak-

ing 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 handling 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 resolve representation disputes 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 appro-

priate 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 recognize 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 five hundred amendments or revisions of agreements. Such settlements clearly indicate the effectiveness of collective bargaining under the act.

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 ~~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. Experience indicates that more than 95 percent of the cases handled by Board mediators are resolved without a work stoppage.

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, 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.

During the 38 years the National Mediation Board has been in existence, 181 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 an emergency board to investigate the dispute and report to the President.

The National Railway Labor Panel operated from May 22, 1942, to August 11, 1947, when it was discontinued by Executive Order 9883. During the period of its existence, the panel provided 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.

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 a 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 calls for the mediation of unresolved major disputes, 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 numbers 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, labor organizations representing practically all railroad employees on the major trunkline carriers and other important rail transportation facilities, serve proposals on the individual carriers throughout the country. These proposals 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.

The major railroads in the United States are represented in national negotiations by the National Railway Labor Conference. The employees involved generally are represented by national conference committees established by the labor organizations, usually on an ad hoc basis for each negotiation.

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 communications 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. 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 major impact of national handling is the establishment of national rules and pay rates for some 95 percent of the industry. Thus, a single settlement may dispose of problems which otherwise could result in hundreds of disputes developing simultaneously on the various railroads of the country.

It should be understood, however, that when specific issues are bargained nationally, the settlements are incorporated, not into a single agreement, but into the hundreds of contracts which govern

labor relations in this industry. Some of these contracts are system-wide but many others are applicable only to a particular part or even a single division of a railroad. Despite the broad uniformity in pay and certain other major provisions brought about by national bargaining, all of these individual contracts may contain different work rules which apply locally. Furthermore, it must not be overlooked that a substantial amount of bargaining is carried on between individual carriers and organizations concerning local rules and working conditions, which result in modifications of local agreements.

1. STRIKES

Table 7, appendix C, of this report indicates a tabulation of four work stoppages occurring during fiscal year 1972 in industries covered by the Railway Labor Act. Three of these stoppages occurred in the airline industry whereas a single railroad dispute generated a series of selective strikes against various rail carriers. It should be noted that of the 205 mediation cases handled during fiscal year 1972, only these four—less than 2 percent—resulted in significant work stoppages.

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

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

A-8830—*National Railway Labor Conference and United Transportation Union*

Between the dates of July 16, 1971, and August 1, 1971, the United Transportation Union engaged in a program of selective strikes against various rail carriers. An agreement between the parties was reached on August 2, 1971, disposing of the issues in dispute. (See 37th Annual Report 19-22 for further details.)

A-9074—*Hughes Air Corporation d/b/a Air West and Aircraft Mechanics Fraternal Association*

The dispute concerned the proposed revision of the existing contract involving some 600 aircraft mechanics. Following several months of negotiations and mediation, the Board's proffer of arbitration was declined. The strike began on December 15, 1971, and continued for 116 days until the parties reached agreement and operations resumed on April 10, 1972.

A-9145—*Alitalia and International Association of Machinists and Aerospace Workers, AFL-CIO*

This strike, which began on March 9, 1972, and ended on May 11, 1972, involved some 200 employees. The strike ended with agreement between the parties setting new wage rates for agents, clerks and teletype operators.

A-8621—*Saturn Airways, Inc., and Air Line Pilots Association, International*

A 2-day strike by some 70 pilots occurred May 20, 1972, over negotiations for changes in the pilots' employment agreement. Service resumed on May 22, 1972, and the parties reached agreement on June 2, 1972, with the assistance of a Board mediator.

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 service, 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 two 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. 180 (E.O. 11664), issued
March 31, 1972.

Penn Central Transportation Co. and certain
of its employees represented by the United
Transportation Union.

No. 181 (E.O. 11663), issued
March 31, 1972.

National Railway Labor Conference, com-
prised of the Eastern, Western, and South-
eastern Carriers' Conference Committees,
and certain of their employees represented
by the Sheet Metal Workers' International
Association (AFL-CIO).

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 on its own motion, 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.

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:

In May 1972, the National Mediation Board, in cooperation with the New York State School of Industrial and Labor Relations at Cornell University, conducted a seminar at the School's campus in Ithaca, N.Y. The seminar was a unique program in which the Board's mediators were able to share experiences, exchange views and analyze mediation techniques with some of the best known professionals in the labor mediation field.

The week-long seminar included workshops, discussion groups and a mock mediation session using the latest video-tape and playback techniques. Participating with Board personnel in the seminar were Messrs. David L. Cole, James J. Healy, Mark L. Kahn, Theodore W. Kheel, Mrs. Jean T. McKelvey, Mr. Charles M. Rehms, Dr. John R. Steelman, and Assistant Secretary of Labor W. J. Usery.

Airline Industry Craft or Class Hearings

On August 25, 1972, the National Mediation Board issued a Memorandum of the Board's observations and conclusions concerning the status of the clerical, office, stores, fleet and passenger service employees in the airline industry. This "clerical" craft or class had been established in 1947 following industry-wide proceedings to resolve conflicting contentions concerning the proper grouping of various employees in the infant airline industry. This proceeding and the determinations which followed are known collectively in the industry as "R-1706."

During the 25-year period since the R-1706 findings, airline business and unionization have experienced tremendous expansion and growth, as well as many technological innovations. The R-1706 craft or class has not only increased dramatically in numbers but has presented the Board with most of the difficult questions of craft or class grouping and individual eligibility it has encountered in administering Sections 2, 4 and 9 of the Railway Labor Act.

Accordingly, from September 1970 to October 1971, the Board undertook comprehensive airline industry hearings regarding the contemporary appropriateness of the R-1706 craft or class in effectuating the purposes of the Railway Labor Act. These hearings developed a voluminous record comprising some 1,200 pages of transcript and nearly 200 exhibits presented by airline labor and management. The memorandum of August 25, 1972, presents the Board's observations and conclusions after thorough consideration of this record and the 25 years experience since the R-1706 cases.

It is important to note that the Board's memorandum and accompanying letter of August 25, 1972, were not intended of themselves to invalidate or change in any way then current representation relationships in the airline industry. Rather, the Board observed that fleet service personnel, like stores personnel, have evolved as a separate and distinct group apart from the clerical craft or class as envisioned originally by R-1706. Accordingly, the former conclusive presumption concerning the invalidity of any grouping less than the original R-1706 craft or class should be rescinded. Further refinements of these basic conclusions will be developed by the Board on a case-by-case basis.

Major Disputes—Airlines

A-9195 and A-9197—*Trans-World Airlines, Inc. and Air Line Pilots Association.*

The Air Line Pilots Association (ALPA) served Section 6 notices on Trans-World Airlines in June 1971, proposing amendments in the pilots' agreement covering rates of pay, rules and working conditions. Direct negotiations commenced shortly thereafter and continued through March 1972. On March 17, 1972, the organization requested the services of the National Mediation Board.

After nearly 3 months of mediation by a National Mediation Board mediator a negotiated settlement was reached on June 30, 1972. The new agreement, with a term through February 1974, provides for step increases in wage rates through October 1, 1973, retirement and insurance improvements, and other fringe benefits. In addition, a compensation agreement was reached regarding the introduction of the Boeing 747 equipment by the carrier.

Major Disputes—Railroads

A-9049—*National Railway Labor Conference and the Four Cooperating Shop Craft Organizations (International Association of Machinists and Aerospace Workers; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; International Brotherhood of Electrical Workers; Brotherhood Railway Carmen of the United States and Canada) Operating through the Railway Employees' Department. AFL-CIO*

In November 1970, four shopcraft unions, representing 93,000 electricians, machinists, boilermakers, blacksmiths, and railway carmen, served Section 6 notices on the various carriers.

Several issues were resolved in direct negotiations but the parties in June 1971, jointly requested NMB aid on the remaining points in dispute—uniform minimum rates, adjustment of straight time rates and differentials.

Mediation commenced in June 1971 and continued throughout the summer and fall. On October 7, 1971, following lengthy mediation and hard bargaining by the parties, an agreement was signed. The new contract, retroactive to January 1, 1971, for a term through June 1973, was ratified by members of the four unions in November, 1971.

A-8811 and A-8811-Sub No. 1—*National Railway Labor Conference and Brotherhood of Railroad Signalmen*

Between October 1969 and May 1970, the Organization and Carrier exchanged Section 6 notices and engaged in direct negotiations. Beginning in November 1971, the NMB entered the dispute at the request of both parties.

In January 1971, the Board terminated its service when, after 2 months of mediation effort, its proffer of voluntary arbitration was rejected. When the organization set a strike date for March 5, 1971, the President created Emergency Board No. 179 to hear the dispute. (Emergency Board 179 is discussed in detail in last years annual report).

The Organization rejected the recommendations of Emergency Board 179 and struck the carrier on May 17, 1971. Congress passed

Pub. L. No. 92-17 on May 18, 1971, granting the employees a 13½ percent retroactive increase, directing further negotiations, and prohibiting further strike activity until after October 1, 1971. Subsequently, negotiations resumed and the parties reached agreement on November 16, 1971.

The Signalmen's agreement, covering the period from January 1, 1970, to June 30, 1973, provides for step increases in basic pay rates for skilled members through April 1, 1973. This agreement was overwhelmingly ratified by the General Chairmen and placed into effect subject to Pay Board approval.

A-8830—*National Railway Labor Conference and United Transportation Union*

The settlement of this dispute was discussed generally in the Board's 37th Annual Report as occurring in August 1971. Following some delays in the ratification of the agreement by local leaders of the organization, it was signed at Washington, D.C. on January 25, 1972.

The contract provides for periodic wage increases through April 1, 1973. Proposals to amend the agreement may be filed after January 1, 1973 to be effective after July 1, 1973.

Several work rule changes are contained in the agreement, including one which provides the carriers the right to institute "interdivisional runs" or longer daily train runs for crews. If the lengthening of a daily run eliminates home terminals of crewmembers, it must first be agreed upon by a standing labor management committee.

If the committee fails to agree within 90 days, the proposal goes to a tripartite "task force" for arbitration with the neutral member appointed by the National Mediation Board. To date, the Board has appointed neutral members to four task force boards.

The parties also agreed to the establishment of a Standing Committee consisting of two partisan members representing the organization, and a disinterested chairman. If the partisan members cannot agree upon the selection of the chairman within 60 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; Car-Scale additives; Elimination of arbitraries applicable to road and yard employees; Mileage holddown; Road-yard proposals not disposed of in this Agreement; Reduction of work month for dining car stewards; Overtime in passenger service; Time and one-half for working during vacation periods; Sick leave pay; Elimination of hostlers; Paid holidays for employees not now eligible for paid holidays.

A-9133—*National Railway Labor Conference and International Brotherhood of Firemen and Oilers*

Acting separately from other shopcraft unions, the Firemen and Oilers in November 1970 served Section 6 notices on the various railroads, proposing wage increases for its 13,000 members employed by railroads.

When direct negotiations produced no agreement the parties, in November 1971, jointly requested the assistance of the NMB.

Following intensive mediation, a negotiated settlement was reached by the parties and on February 11, 1972, an agreement, retroactive to January 1, 1971, and running through July 1, 1973, was signed.

In addition to wage increase the agreement called for improvements in holidays, vacation, sick leave and insurance. Finally, an important aspect of the settlement was a continuation of the good faith effort by the parties, dating from their 1969-70 agreement, to address problems of reclassification of positions and pay adjustment on an individual carrier basis.

A-9101 and A-9101-Sub No. 1—*National Railway Labor Conference and Sheet Metal Workers' International Association*

In November 1970 the Sheet Metal Workers, acting independently of the other shopcrafts, served Section 6 notices on the various railroads proposing certain changes in wages, benefits and rules. The organization also sought abrogation of the so-called "incidental work rule" contained in the settlement by legislation of the 1969-70 Shopcraft dispute. PL. No. 91-226, April 9, 1970.

The carriers served their Section 6 notices in December 1970, countering the Union's notices and proposing a general mechanic rate as well as various work rule changes.

Following unsuccessful direct negotiations the parties requested NMB mediatory assistance. Negotiations resumed under the auspices of the Board. After extensive mediation efforts, the Board released the case on March 1, 1972, upon a declination by the Organization to submit the controversy to voluntary arbitration.

Despite further intensive mediation in the public interest by the Board, no agreement was reached and the SMWA announced its intention to strike on Saturday, April 1, 1972. Thereupon, the President appointed Emergency Board No. 181 to investigate and report on the dispute.

The emergency board held hearings in Washington, D.C. and issued its report to the President on April 30, 1972. Emergency Board 181 is discussed in greater detail in chapter V of this annual report.

On May 12, 1972, following resumption of negotiations the parties arrived at a settlement along the lines recommended by the emergency board. The agreement contained a revised incidental work rule as well as an expedited grievance procedure to resolve disputes over its application. This agreement was ratified by the Organization's membership in a vote completed June 1, 1972.

National Railway Labor Conference (NRLC) and Brotherhood of Locomotive Engineers (BLE)

On November 12, 1971, the railroads represented by the NRLC and the BLE signed an agreement on a program for the training and qualifying of locomotive engineers and motormen. The agreement, expressly construed to be between each separate carrier and the Organization, calls for each carrier to develop an apprentice training program, with the cooperation of the Organization. The programs, which include classroom and on-the-job training, will permit those who successfully complete its requirements, to be certified as locomotive engineers.

It should be noted that the parties reached agreement through direct negotiations and responsible collective bargaining, without the need for mediation assistance and without a work stoppage.

National Railway Labor Conference and United Transportation Union—Firemen Manning and Training

On July 19, 1972, the National Railway Labor Conference and the United Transportation Union signed agreements settling the Nation's longest running labor dispute—the controversy over the use of locomotive firemen on diesel engines. Dating from 1937, the firemen manning controversy has been the subject of countless mediation efforts, five separate emergency boards and two presidentially appointed panels.

In December 1971, the National Mediation Board again entered the dispute in the public interest, docketing the matter as Case No. A-9152, Sub Nos. 1 through 4. Negotiations between the parties, with the assistance of Board mediators, continued throughout the spring and summer of 1972. Following intensified bargaining, two agreements dealing respectively with firemen manning and training were reached, ratified and signed by the parties in July 1972.

Agreements on these important issues represents the culmination of literally years of unremitting effort on the part of industry and organization negotiators and the mediators who have assisted them. It is a tribute to the good faith and professionalism of the parties and the effectiveness of responsible collective bargaining under the Railway Labor Act.

One agreement, disposing of the dispute respecting the employment of firemen, provides that the railroads will continue to employ the approximately 18,000 firemen presently working until they retire, resign, die, are discharged for cause or are promoted to jobs as engineers. A formula in this agreement requires the railroads to employ an adequate number of firemen to meet each road's operating needs for engineers.

In addition, a sufficient number of firemen will be maintained to fill assignments in passenger service and as hostlers and hostler helpers under the requirements of previously negotiated agreements.

Also included is a provision for compulsory retirement of firemen at age 65. The pact sets up two panels—a National Disputes Committee to study work rules concerning the duties of firemen and to resolve disputes as they arise and a National Manning Study Commission to make a continuing investigation of the results of the agreement. The National Disputes Committee subsequently was formed by an implementing agreement dated August 15, 1972, establishing a firemen (helpers) special board of adjustment.

The new manning agreement supersedes all past agreements relating to the use of firemen, including the 1963 arbitration award No. 282 based on a finding that there was no need—except in unusual circumstances—for the assignment of firemen to freight and yard diesels. Under the terms of that award, the railroads had eliminated a substantial number of firemen jobs.

The agreement also disposes of all claims arising from court decisions concerning the use of firemen on train runs created after the 1966 expiration of the Board's 282 arbitration award. The new agreement will not be subject to change before July 1, 1975.

The training agreement provides for classroom instruction and work experience as determined necessary by each carrier to promote firemen to engineers.

Court Decisions

International Association of Machinists and Aerospace Workers, AFL-CIO v. Northeast Airlines, Inc., — F. 2d — (1972) No. 72-1038, April 20, 1972, Certiorari denied, — U.S. — No. 71-1498 October 10, 1972.

In this case, the International Association of Machinists sought to enjoin the merger of Northeast Airlines and Delta Airlines. The Union premised its action on the bases that Northeast Airlines had a contractual obligation as well as an obligation under Section 6 and related sections of the Railway Labor Act to bargain with the Union concerning the protection of employees in view of the prospective merger.

The court of appeals, in affirming the District Court, held that the Carrier could, without violating the Railway Labor Act, refuse to bargain if in the Carrier's opinion such bargaining would require renegotiation of the merger agreement or otherwise jeopardize the prospective merger.

Thomas L. Andrews v. Louisville and Nashville Railroad Co. et al., 406 U.S. 320 (1972), May 15, 1972.

This case involved a petitioner who sought damages in the state courts for an alleged wrongful discharge by his employer/carrier. The question presented to the Supreme Court was whether an individual, covered by a collective bargaining agreement providing grievance and arbitration procedures, could elect to treat his discharge as a breach of an employment contract and seek damages in state court rather than reinstatement and/or back pay through the grievance machinery. In 1941, the Supreme Court in the case of *Moore v. Illinois Central Railroad Co.*, 312 U.S. 630, held that a railroad employee could elect the state court as his forum, and did not have to exhaust the administrative remedies provided in his employment contract.

In *Andrews*, the Supreme Court expressly overruled *Moore* and, based upon its prior decisions, which generally express preference for resolution of contract violations through contractually agreed upon arbitration procedures (See *Republic Steel v. Maddox*, 379 U.S. 650 and *Walker v. Southern Railway Co.*, 385 U.S. 196) held that exhaustion of administrative remedies, i.e., the National Railroad Adjustment Board or other board of adjustment, was mandatory prior to resort to state or federal courts.

International Longshoremen's Association v. North Carolina State Ports Authority, et al., 463 F. 2d 1 (June 29, 1972), certiorari denied, No. 72-284 (Nov. 6, 1972).

In this case, the Fourth Circuit Court of Appeals ruled upon a petition of the International Longshoremen's Association which sought to require the North Carolina State Ports Authority to bargain pursuant to the provisions of the Railway Labor Act. The District Court had refused to issue the injunction and found that the Ports Authority was not a "carrier" within the intent and subject to the provisions of the Railway Labor Act. The National Mediation Board participated as amicus curiae in this case for the purpose of explaining

and defending its prior determination that the North Carolina State Ports Authority was a carrier subject to the Railway Labor Act.

The Court of Appeals found, based upon *United States v. Feaster*, 410 F. 2d 1354, that a National Mediation Board determination may be reviewed judicially where a question of law is involved that directly bears upon the jurisdiction of the National Mediation Board. The Fourth Circuit found, additionally, that the National Mediation Board's determination of carrier status was correct and on this basis vacated the District Court's decision and remanded the action to the District Court for adjudication of other issues.

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 cases have been docketed and disposed of 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 miscellaneous disputes which may involve both representation and mediation applications. A “C” number may be given to a dispute which has been disposed of for identification purposes only. A total of 4,211 “C” numbers have been assigned since the beginning of the series.

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 of all cases formally docketed during fiscal year 1972 was 287. This is 24 less than was docketed in fiscal year 1971. This figure shows a decrease of 33 mediation cases and an increase of seven representation cases. Four interpretations of mediation agreements were docketed in 1972 which is two more than was docketed in fiscal year 1971.

2. DISPOSITION OF CASES

Table 1, further indicates that a total of 285 cases were disposed of in fiscal year 1972. When this is compared to fiscal year 1971 in which 320 were disposed of there is noted a decrease of 35 cases overall. This figure shows a decrease in representation cases by six, 77 in fiscal 1972 and 83 in fiscal 1971. The total of mediation cases disposed of in 1972 was 205 as compared to 235 in fiscal year 1971. This is a decrease of 30 mediation cases. The total of interpretation dispositions was three as compared to two in fiscal year 1971 which shows an increase of one case. In the 38-year period, the Board has disposed of 13,468 cases.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

Table 3 shows that 9,412 employees were involved in 77 representation cases in fiscal year 1972. This figure shows a decrease of 19,300 from the prior year. Railroad employees accounted for 821 of the total in 19 disputes. Airline disputes, totaling 58 in number, involved 8,591 employees.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 165 cases while airline employees were involved in 120 cases. In the railroad industry the greatest activity was among train, engine, and yard service employees with a total of 86 cases; 10 representation cases, 76 mediation cases, and no interpretation of a mediation agreement case.

In the airline industry, the same table indicates that clerical, office, fleet and passenger service employees were involved in 22 cases, 12 representation and 10 mediation. Dispatchers were also involved in 22 cases, 15 representation and seven mediation. Mechanics were involved in 17 cases, seven representation and nine mediation cases. There was also one interpretation of a mediation agreement in the Mechanics craft or class. Stewards, stewardesses, and flight pursers were involved in 14 cases, three representation and 11 mediation. Pilots were involved in 13 cases, five representation and eight mediation.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of in fiscal year 1972. Involved in a total of 77 disputes were 87 crafts or classes covering 9,412 employees. There were 19 railroad cases consisting of 23 crafts or classes numbering 821 employees involved or 9 percent of all involved.

In the airline industry there were 58 cases consisting of 64 crafts or classes covering 8,591 employees involved or 90 percent of all involved.

4. RECORD OF MEDIATION CASES

As seen from table 1, mediation cases docketed during fiscal year 1972 totaled 201 which is a decrease of 33 cases over fiscal year 1971.* The total of cases docketed and the number pending from the prior year made 677 cases which were considered by the Board. The Board disposed of 205 cases, leaving 472 cases pending and unsettled at the end of the year.

Table 2 summarizes mediation cases disposed of during fiscal year 1972, subdivided into method of disposition, class of carrier, and issues involved. Of the total 205 cases, 144 were railroad while 61 were airline. Mediation agreements were obtained in 104 cases, 67 railroad and 37 airline. Cases withdrawn after mediation totaled 11 which were all railroad cases. Cases withdrawn before mediation totaled 16, two in the airline industry and 14 in the railroad industry. Carriers declined to arbitrate unresolved issues in six cases, one railroad case and five airline cases. The employees refused to arbitrate in 15 cases, 11 in the railroad industry and four in the airline industry. Both employees and carriers refused to arbitrate in two cases, all in the railroad industry. An arbitration agreement was obtained in one case which was in the railroad industry. The Board dismissed 50 cases, 37 railroad and 13 airline. Of the total of 144 cases in the railroad industry, class I carriers were involved in 90 disputes, class II carriers in 19 disputes, switching and terminal carriers in 17 disputes, electric railroads in five, and miscellaneous carriers in 13 disputes.

5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 4,199 employees actively participated in the outcome of 58 representation cases. Certifications were issued in 55 cases, 39 airline and 16 railroad. Of the 16 railroad cases 20 crafts or classes were involved among 661 employees of which 573 actively participated in the selection of the representative.

Certifications based on verification of authorizations were issued in six cases in fiscal year 1972. Five of these cases were on railroads involving 20 employees and one airline case involving 44 employees.

The Board dismissed 22 cases: Three railroad and 19 airline. The railroad cases involved 160 employees of which nine actively participated and the airline cases involved 4,910 of which 637 actively participated.

Table 6 shows that 246 employees in five crafts or classes acquired representation for the first time by means of an election by a national organization. There was one employee that acquired representation by means of a check of authorization. In the airline industry 627 employees in 18 crafts or classes acquired representation via an election. In the airline industry 44 employees representing one craft or class acquired representation on the basis of authorizations submitted by a national organization.

*Due to clerical error, the textual summaries in Annual Reports 35, 36 and 37 (FY 1969-71) overstate the number of mediation cases docketed. Table 1 in Appendix C of each of these reports, however, correctly indicates the number of mediation cases docketed for the respective years as 251, 245 and 234.

A new representative was selected by 115 employees in six crafts or classes in the railroad industry by means of an election by a national organization. Also in the railroad industry 19 employees in four crafts or classes changed representation by a national organization by means of authorizations submitted. Thirdly, in the railroad industry 155 employees in one craft or class changed representation to a local union.

Among airline employees 2,737 representing 20 crafts or classes changed bargaining representative in an election. Their bargaining agents were all national organizations.

In the railroad industry 125 employees in three crafts or classes retained, in an election, their same national organization after there was a challenge by another union. In the airline industry 273 employees in four crafts or classes retained their existing representation following a challenge by another 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.

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 various Boards of Adjustment created pursuant to sections 3 or 204 of the act. Such applications are received with the advice that a change made or proposed to be made by the carrier "constitutes a unilateral change by the carrier in the working conditions of the employees without serving notice or conducting negotiations under Section 6 of the act." The Board is requested to take immediate jurisdiction of the dispute and call the carriers' attention to the "status quo" provisions of Section 6 of the act, i.e., have the carrier withhold making the change in working conditions, or restore the preexisting conditions if the change has already been made, until the dispute has been processed by the National Mediation Board.

Section 6 of the Railway Labor Act reads as follows:

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

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

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

It is clear then that disputes of this nature involve a problem as to whether the proposed change can be instituted without serving a notice of intended change in the agreement on the other party. This raises a question of application of the existing agreement to the pending proposal. Such a dispute is referable to an appropriate railroad or airline board of adjustment. 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 processed in accordance with Sections 3 or 204 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

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

representative does not have the authority to finally decide issues as the dispute is handled.

The Board has a reasonable right to expect that the representatives designated by the parties to negotiate through the mediator will have full authority to execute an agreement when one is reached through mediatory efforts.

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

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

IV. REPRESENTATION DISPUTES

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

Representatives, for the purposes of this act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employees for the 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 prior to the date of the application, and must authorize the applicant organization or individual to represent for the purpose of the Rail-

way 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.

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." In most instances, the parties agree upon the list of eligible voters, but in a few cases where the parties cannot, it is necessary for the mediator to establish the voting list subject to review by the Board.

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 safe-keeping. At a prearranged time the mediator secures the ballots from the postmaster and makes the tabulation. The parties, if they so desire, may have an observer at these proceedings.

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

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

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 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 bears 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 1972 on disputes submitted to arbitration.

ARB. 310—(Case A-8880)—*Modern Air Transport, Inc., and International Brotherhood of Teamsters*

Mr. Francis J. Robertson was selected by the parties from a panel supplied by the National Mediation Board. Mr. Robertson was appointed by the Board on August 13, 1971, to arbitrate the following issue:

Whether Flight Attendants (one crew) assigned ferry flights where such crew terminates in a legal crew rest other than at their crew base shall be compensated under the Deadheading Pay Section of the Agreement (Section 3 B or under Section 3A of the agreement?)

Before this matter came on for hearing, the parties resolved the dispute and accordingly the services of the arbitrator were not required.

ARB. 311—(Case A-9034)—*Piedmont Airlines, Inc. and International Association of Machinists and Aerospace Workers*

The parties entered into an agreement on October 22, 1971, to submit the following issue to arbitration:

Shall the Agreement between Piedmont Airlines and the International Association of Machinists and Aerospace Workers, AFL-CIO, incorporate an article (union security) which shall be binding upon the parties from the effective date of such amendment and such provision will then be subject to the duration dates provided in the current Agreement?

On December 3, 1971, at the offices of the National Mediation Board in Washington, D.C. the Arbitration Board composed of H. K. Saunders, for the carrier; J. Peterpaul, for the association, and Howard G. Gamser, neutral member; met and heard the proofs offered and the arguments submitted by the parties. A verbatim transcript of this proceeding was made. The parties mutually agreed that the Board,

by majority vote, would give a "yes" or "no" answer to the question propounded in the Submission quoted above without opinion.

Accordingly, after full consideration of the matter in issue the question was answered in the affirmative.

ARB. 312-(Case A-7773)—*REA Express, Inc. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees*

By agreement dated November 11, 1971 the parties submitted a dispute concerning seniority to an arbitration board comprised of Arthur M. Wisehart representing the company, William J. Donlon, representing the union and Francis J. Robertson, neutral member and chairman, selected by the parties and appointed by the National Mediation Board. The dispute had its genesis in early 1971 when the company launched a broad program of consolidation of its operations. The union protested that this resulted in a violation of rule 2(k) of its collective bargaining agreement which relates to seniority districts. Thus, the issues submitted for arbitration were stated as follows:

(1) Should seniority districts for employees affected as established pursuant to rule 2(k) be changed, and if so, to what extent;

(2) Should seniority rights of employees affected and the assignment of work as required by rules 2 and 3 be changed, and if so, to what extent;

(3) In the event the Board of Arbitration answers either question 1 or question 2 in the affirmative; (a) what benefits, if any, should be afforded in consideration of the effect such changes have or will have on the affected employees; and (b) what regard, if any, should be given previous practices and agreements.

After 6 full days of hearings during which a voluminous record and many exhibits were compiled, the Board met in executive session to consider and formulate its Award. The Board issued a detailed and comprehensive Award on February 4, 1971 which must be summarized here as follows:

A. Questions 1 and 2 were answered affirmatively.

B. The award answered question 3(a) by establishing a detailed schedule of benefits and question 3(b) to the effect that previous practice and agreements, with the exception of one agreement in the New York region, were to be given considerable regard in considering benefits.

C. A "ceiling" of 1,000 employees was placed on force reduction for 1 year from the date of the award. Moreover, the company was directed to make reasonable efforts to proportion the impact of reductions among the twelve regions involved.

D. A program for the negotiation, implementation and arbitration of consolidation notices was established.

E. The award was given an effective term of 1 year from February 4, 1972.

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, 1972.

Emergency Board No. 180 (N.M.B. Cases A-9138. Sub. Nos. 1 through 10, Penn Central Transportation Co. and United Transportation Union.

This emergency board was created by Executive Order 11664 issued by President Nixon on March 31, 1972. The members of the Board were Francis A. O'Neill, Jr., Manasquan, N.J., chairman; Frank J. Dugan, Potomac, Md., member; and James J. Sherman, Tampa, Fla., member.

The dispute resulted from inability of the parties to agree on a reduction in train crew size and was precipitated by the company's notices of June 7, 1971, proposing abrogation of crew size agreements and establishment of a rule giving the carrier unilateral control of crew consists. After the statutory requirements of the Railway Labor Act had been exhausted the Penn Central indicated its intent to implement

the unilateral rule on April 1, 1972. The Union set a strike date for April 1, 1972, and, following notification by the National Mediation Board, President Nixon created Emergency Board No. 180.

Following public hearings and private deliberations, during which an extension of the time within which the Board was to report to the President was granted, on May 15, 1972, the Board filed its report which included the following recommendations:

1. The parties should begin bargaining immediately at the local level on the crew consist problem.
2. Safety and unreasonable workload should be the criteria used by the parties to bargain.
3. The carrier should not be required to hire new trainmen for the sole purpose of achieving a literal compliance with the current crew consist rule.
4. Agreements reached on specified crews should be placed into effect immediately.
5. The parties should submit reports to this Board on September 15, 1972, and December 15, 1972, describing the number of crews discussed, the number of agreements, and the number of instances of disagreement.
6. This Board shall reconvene on January 4, 1973, to ascertain whether satisfactory progress has been made toward the solution of the crew consist problem. No hearing de novo shall be held at that time. In the event the parties have failed to reach agreement the Board will recommend in a final report an ultimate solution within 10 days thereafter. This recommendation will be based upon a consideration of the progress the parties have made in bargaining since May 15, 1972, as well as the entire record before this Board.
7. Pending this final report by the Board, and for 10 days thereafter, the parties should preserve the status quo. That is the carrier shall refrain from promulgating a new crew consist rule and the Organization shall withhold strike action or other activity designed to achieve economic pressure.
8. These recommendations, if accepted by the parties, should be consummated by a stipulation to that effect.

Emergency Board No. 181 (N.M.B. Cases A-9101 and A-9101 Sub No. 1 (National Railway Labor Conference and Sheet Metal Workers' International Association)

This emergency board was created by President Nixon on March 31, 1972, by Executive Order No. 11663 to forestall a strike scheduled for April 1, 1972, by the union. The members of the Board included Charles M. Rehmus, Ann Arbor, Mich., chairman; Clare B. McDermott, Pittsburgh, Pa., member; and Alexander B. Porter, Washington, D.C., member.

Following expedited hearing, the Board submitted its report to the President on April 30, 1972, including the following summarized recommendations:

1. Acceptance by the organization of the carrier's offer on wages and fringe benefits.
2. A series of clarifications and changes in the controversial incidental work rule.

3. Acceptance by the organization of a moratorium on any new Section 6 notices or matters covered by the current notices until January 1, 1973, not to be effective before July 1, 1973. Subsequently the parties reached a negotiated settlement based largely upon the recommendations of the Emergency Board.

VI. WAGE AND RULE AGREEMENTS

The Railway Labor Act places upon both the carriers and their employees the duty of exerting every reasonable effort to make and maintain agreements governing rates of pay, rules, and working conditions. The number of such agreements in existence indicates the wide extent to which this 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 38-year period of 1935-72. During the last fiscal year, there were five initial agreements, one in the railroad industry and four in the airline industry. A total of 6,592 agreements are on file in the Board's offices. Of this number 833 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 cus-

tomary 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 contested provisions of certain mediation agreements. Requests for an interpretation may be made by either party to the mediation agreement, or by both parties jointly. The law provides that interpretations shall be made by the Board within 30 days following a hearing, at which both parties may present and defend their respective positions. This 30-day period is construed as advisory rather than mandatory.

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 particular 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 1972, the Board was called upon to interpret the terms of four mediation agreements which, added to the one request on hand at the beginning of the fiscal year, made a total of five under consideration. At the conclusion of the fiscal year, three requests had been disposed of leaving two still pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 125 cases under the provisions of Section 5, second, of the Railway Labor Act, as compared to a total of 5,030 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 38-year existence the adjustment board has received 71,751 cases and disposed of 69,202. Table 9 of this report shows that 1,313 were disposed of in fiscal 1972—1975 by decision with referee, 29 by decision without referee, and 309 by withdrawal. In fiscal year 1972, 847 new cases were received compared with 882 received during fiscal 1971.

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 organiza-

tion 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. There were 23 new special boards of adjustment created during this period. A total of 63 boards convened. These boards had disposed of 895 cases as of June 30, 1972. This figure compares with 773 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 PL boards will eventually supply 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 precedural issues which arise as to the establishment of the board itself.

During the past year 207 public law boards were established and 318 convened. Of the boards convened, nine involved purely procedural issues; 304 boards dealt solely with the merits of specific grievances; five boards considered both procedural and substantive issues resulting in a total of 318 public law boards convening. Public law boards disposed of 3,178 cases in fiscal 1972 as compared to 2,835 cases in fiscal year 1971.

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 89-456 provides that within thirty (30) days from the date a written request is made by an employee representative upon a carrier, or by a carrier upon an employee representative, for the establishment of a PL Board, an agreement establishing such a Board shall be made. If, however, one party fails to designate a member of the Board, the party making the request may ask the Mediation Board to designate a member on behalf of the other party. Upon receipt of such request, the Mediation Board will notify the party which failed to designate a partisan member for the establishment of a PL Board of the receipt of the request. The Mediation Board will then designate a representative on behalf of the party upon whom the request was made. This representative will be an individual associated in interest with the party he is to represent. The designee, together with the member appointed

by the party requesting the establishment of the PL Board, shall constitute the Board.

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

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

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

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

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

§ 1207.2 Requests for Mediation Board action.

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

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

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

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

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

§ 1207.3 Compensation of neutrals.

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

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

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

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

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

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

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

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

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

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 affected 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 2 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 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 or 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 reduction,

if any, which would have concurred during the specified 12-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, pension, relief, etc., 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.

(c) 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 grown 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 one 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 II

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 of 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 employee 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.

During the past year, there were 23 neutral referees designated pursuant to the provisions of appendix C-1, article 1, section 4(a) of the Railroad Passenger Service Act of 1970. Also, during the past year, there were three neutral referees designated pursuant to the provisions of appendix C-1, article 1, section 11(a) of that same act.

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 consist 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
Jack W. Cassle
Robert J. Cerjan
Ralph T. Colliander
A. Alfred Della Corte
Charles M. Dulen
Lawrence Farmer
Robert J. Finnegan
Arthur J. Glover

Edward F. Hampton
Thomas A. Kinsella
Warren S. Lane
Robert B. Martin
E. B. Meredith
Charles A. Peacock
Walter L. Phipps
William H. Pierce
Joseph W. Smith
E. Lee Tunstall, Jr.

John B. Willits

Financial Statement

For the fiscal year 1972, the Congress appropriated \$2,796,000 for administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediations \$1,030,628; voluntary arbitration and emergency disputes,¹ \$41,423; adjustment of railroad grievances \$1,518,796.

Accounting of all moneys appropriated by Congress for the fiscal year 1972, 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, 979, 034
Personnel benefits.....	122, 679
Travel and transportation of persons.....	265, 827
Transportation of things.....	629
Rents, communications, and utilities.....	73, 092
Printing	66, 116
Other services.....	55, 442
Supplies and materials.....	12, 035
Equipment	15, 993
Unobligated balance.....	205, 153
Amount available.....	2, 796, 000

REGISTER

MEMBERS, NATIONAL MEDIATION BOARD

Name	Appointed	Terminations
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.
Peter C. Benedict.....	Aug. 9, 1971	Deceased April 12, 1972.

¹ Expenses for Special Boards previously carried under voluntary and emergency disputes are now carried under adjustment of railroad grievances.

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

HIRST, W. A., *Chairman*
STRUNCK, T. F., *Vice Chairman*

ALTUS, W. W., Jr.,	HORSLEY, E. T.
ANDERSON, D. S.	JONES, W. B.
BRAIDWOOD, H. F. M.	LANDRY, J. D.
BUELOW, K. E.	MCDERMOTT, E. J.
CARLISLE, J. E.	MILLER, D. A.
CARTER, P. C.	MYLES, A. E.
CRAWFORD, C. M.	NAYLOR, G. L.
ERICKSON, J. P. ¹	O'LEARY, R. F. ⁵
EUKER, W. F.	RIORDAN, F. P.
FEHNER, H. C.	SMITH, R. W.
FLETCHER, J. C. ²	SNELL, W. F., Jr.
GABRIEL, Q. C.	STENZINGER, R. E.
GODFREY, J. S. ³	SWARTZ, W. J.
HAESAERT, E. J.	TIPTON, J. R.
HARPER, H. G.	WHITEHOUSE, J. W.
HEARN, W. O. ⁴	YOUHN, G. M.

Accounting for all moneys appropriated by Congress for the fiscal year 1972, 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-----		\$740, 000
Transferred from National Mediation Board-----		10, 000
		\$750, 000
 Expenditures:		
Salaries of employees-----	\$352, 443	
Salaries of referees-----	200, 000	
Personnel benefits-----	36, 657	
Travel expenses (including referees)-----	42, 358	
Transportation of things-----	525	
Communication services-----	21, 342	
Printing and reproduction-----	56, 141	
Other contractual services-----	22, 445	
Supplies and materials-----	5, 539	
Equipment -----	12, 550	
Total expenditures-----		750, 000
Unexpended balance-----		-0-

¹ Replaced G. P. Kasamis.

² Replaced C. E. Kief.

³ Replaced R. E. Black.

⁴ Replaced O. L. Wertz.

⁵ Replaced A. T. Otto, Jr.

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

Name	Title	Salary paid	Duties
ADMINISTRATION			
Carvatta, Roy J.....	Administrative officer.....	\$22,564.64	Subject to direction of National Mediation Board, administrators N. R. A. B. Governmental affairs.
Swanson, Ronald A.....	Assistant Administrative officer.	12,667.52	Accounting and auditing.
Brasch, Rosemarie.....	Clerical assistant.....	8,766.16	Assists in accounting and auditing.
Tuttle, George J.....	do.....	9,275.36	Clerical.
Parker, Bruno J.....	Clerk.....	7,843.68	Do.
DIVISIONAL			
Killeen, Eugene A.....	Executive secretary.....	\$18,611.44	Administration of affairs of the four Divisions.
Paulos, Angelo W.....	Assistant executive secretary.	12,267.20	Assists executive secretary.
Dever, Nancy J.....	Secretary (administrative assistant).	10,351.76	Secretarial, stenographic and clerical.
Hudson, Lucile B.....	do.....	9,364.96	Do.
Lamborn, Dorothy T.....	do.....	11,534.56	Do.
Tuttle, Dolores A.....	do.....	9,492.40	Do.
Czerwinka, Veronica C.....	Clerk (typing).....	8,704.80	Clerical and typing.
Wozniak, Bernice C.....	do.....	8,604.00	Do.
SECRETARIES			
Adams, Henrietta V.....	Secretary (stenography).....	\$11,534.56	Secretarial, stenographic and clerical.
Arnold, Eleanore L.....	do.....	10,250.88	Do.
Backstrom, Joan M.....	do.....	9,765.84	Do.
Donfris, Victoria D.....	Secretary dictograph machine trans.)	9,838.64	Do.
Fisher, Doris S.....	Secretary (stenography).....	10,948.64	Do.
Glassman, Sarah.....	do.....	9,765.84	Do.
Harding, Edna L.....	do.....	10,645.20	Do.
Keating, Mary Alice M.....	Secretary dictograph machine trans.)	9,219.36	Do.
LaChance, Kathleen V.....	Secretary (stenography).....	10,851.20	Do.
Loughrin, Catherine A.....	do.....	10,351.76	Do.
Morgan, Ruth B.....	do.....	11,032.64	Do.
Price, Georgia L.....	do.....	10,059.28	Do.
Schiller, Betty J.....	do.....	10,458.16	Do.
Smith, Joan M.....	do.....	11,534.56	Do.
Smith, Lois E.....	do.....	11,534.56	Do.
Stanger, Dianne M.....	do.....	10,292.48	Do.
Sullivan, Josephine A.....	do.....	10,645.20	Do.
Vorphal, Joan A.....	do.....	11,242.08	Do.
Frey, Catherine E.....	do.....	5,477.92	Do.
Wilfong, Kathleen E.....	do.....	6,979.78	Do.

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

Name	Title	Salary paid	Duties
REFEREES—FIRST DIVISION			
Abernethy, Byron R.: 17 days @ \$100 per day..... 24 days @ \$138.48 per day.....		\$1,700.00 3,323.52	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Dolnick, David: 4 days @ \$138.48 per day.....		553.92	Do.
Dorsey, John H.: 15½ days @ \$138.48 per day.....		2,146.44	Do.
Malkin, John M.: 45½ days @ \$138.48 per day.....		6,300.84	Do.
O'Brien, Robert M.: 50 days @ \$100 per day..... 19 days @ \$138.48 per day.....		5,000.00 2,631.12	Do. Do.
Quinn, Francis X.: 25 days @ \$138.48 per day.....		3,462.00	Do.
Seidenberg, Jacob: 7 days @ \$138.48 per day.....		969.36	Do.
Wyckoff, Hubert C.: 8½ days @ \$100 per day..... 18 days @ \$138.48 per day.....		850.00 2,492.64	Do. Do.
Zumas, Nicholas H.: 10½ days @ \$100 per day..... 21 days @ \$138.48 per day.....		1,050.00 2,908.08	Do. Do.
SECOND DIVISION			
Bergman, Irving T.: 40¾ days @ \$138.48 per day.....		\$5,643.06	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Coburn, William H.: 8¼ days @ \$100 per day..... 1½ days @ \$138.48 per day.....		825.00 169.24	Do. Do.
Cole, Joseph E.: 18 days @ \$138.48 per day.....		2,358.49	Do.
Dolnick, David: 16 days @ \$100 per day..... 1 day @ \$138.48 per day.....		1,600.00 138.48	Do. Do.
Dugan, Paul C.: 35½ days @ \$100 per day..... ½ day @ \$138.48 per day.....		3,550.00 69.24	Do. Do.
Harr, Don J.: 46 days @ \$138.48 per day.....		6,370.08	Do.
McGovern, John J.: 50 days @ \$138.48 per day.....		6,924.00	Do.
Quinn, Francis X.: 34 days @ \$100 per day.....		3,400.00	Do.
Shapiro, Irving: 44¼ days @ \$138.48 per day.....		6,127.74	Do.
Simons, Jesse: 47¾ days @ \$100 per day..... 3 days @ \$138.48 per day.....		4,775.00 415.44	Do. Do.
Williams, Robert G.: 21 days @ \$138.48 per day.....		2,908.08	Do.

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

Name	Title	Salary paid	Duties
THIRD DIVISION			
Cole, Joseph E.: 11¾ days @ \$138.48 per day.....		\$1, 627. 14	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Cull, Clement P.: 10 days @ \$65.70 per day..... 93 days @ \$104.18 per day.....		657. 00 9, 688. 74	
Devine, Arthur W.: 71 days @ \$100 per day..... 41½ days @ \$138.48 per day.....		7, 100. 00 5, 746. 92	Do. Do.
Dolnick, David: 5 days @ \$100 per day..... 12 days @ \$138.48 per day.....		500. 00 1, 661. 76	Do. Do.
Dorsey, John H.: 13½ days @ \$138.48 per day.....		1, 869. 48	Do.
Dugan, Paul C.: 14¾ days @ \$100 per day..... 73½ days @ \$138.48 per day.....		1, 475. 00 10, 178. 28	Do. Do.
Edgett, William M.: 16 days @ \$100 per day..... 21 days @ \$138.48 per day.....		1, 600. 00 2, 908. 08	Do. Do.
Franden, Robert A.: 58 days @ \$100 per day..... 52 days @ \$138.48 per day.....		5, 800. 00 7, 200. 96	Do. Do.
Hall, Levi M.: 3 days @ \$100 per day.....		300. 00	Do.
Hamilton, Donald E.: 6½ days @ \$100 per day..... 8¼ days @ \$138.48 per day.....		550. 00 1, 142. 46	Do. Do.
Harr, Don J.: 2½ days @ \$100 per day.....		250. 00	Do.
Hayes, Thomas L.: 15 days @ \$100 per day..... 65¾ days @ \$138.48 per day.....		1, 500. 00 9, 035. 82	Do. Do.
House, Daniel: 3½ days @ \$138.48 per day.....		484. 68	Do.
McGovern, John J.: 7 days @ \$138.48 per day.....		969. 36	Do.
Mesigh, Herbert J.: 14 days @ \$138.48 per day.....		1, 938. 72	Do.
O'Brien, Robert M.: 78 days @ \$138.48 per day.....		10, 801. 44	Do.
Rimer, J. Thomas: 12 days @ \$100 per day..... 1½ days @ \$138.48 per day.....		1, 200. 00 207. 72	Do. Do.
Ritter, Gene T.: 38 days @ \$100 per day..... 67 days @ \$138.48 per day.....		3, 800. 00 9, 278. 16	Do. Do.
Rosenbloom, Melvin L.: 21½ days @ \$138.48 per day.....		2, 977. 32	Do.
Woody, Claude S.: 6½ days @ \$138.48 per day.....		761. 64	Do.
FOURTH DIVISION			
Coburn, William H.: 8¼ days @ \$100 per day.....		\$825. 00	Sat with division as a member to make awards upon failure of division to agree or secure a majority vote.
½ day @ \$138.48 per day.....		69. 24	
Weston, Harold M.: 40½ days @ \$100 per day..... 65½ days @ \$138.48 per day.....		4, 050. 00 9, 070. 44	Do. Do.

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

MEMBERSHIP

W. A. HIRST, *Chairman*
W. F. EUKER, *Vice Chairman*

J. E. CARLISLE
Q. C. GABRIEL
E. T. HORSLEY

DON A. MILLER
A. E. MYLES
F. P. RIORDAN

E. A. KILLEEN, *Executive Secretary*

JURISDICTION

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

OPERATIONS

The tables attached set out results of operation of the division during the fiscal year 1971-72.

Cases Docketed Fiscal Year 1971-1972; 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>
Alabama Great Southern-----	1	New Hope and Ivyland-----	1
Ann Arbor-----	3	New Orleans Public Belt-----	1
Atchison, Topeka, and Santa Fe -----	5	Norfolk and Western-----	2
Baltimore and Ohio-----	1	Penn Central-----	1
Belt Ry. Co. of Chicago-----	3	Reading -----	1
Burlington Northern-----	1	Soo Line-----	3
Central of Georgia-----	1	Southern -----	1
Chesapeake and Ohio-----	1	Southern Pacific-Pacific-----	21
Chicago and Eastern Illinois---	1	United Transportation Union—	
Chicago and North Western---	1	Conductors -----	1
Colorado and Southern-----	4	Enginemen -----	31
Colorado and Wyoming-----	3	United Transportation Union—	
Delaware and Hudson-----	1	Trainmen -----	5
Denver and Rio Grande West- ern -----	2	United Transportation Union—	
Florida East Coast-----	1	Switchmen -----	3
Grand Trunk Western-----	1	United Transportation Union—	
Illinois Central-----	1	Trainmen-Conductors -----	6
Kansas City Terminal-----	1	Engineers -----	7
Louisville and Nashville-----	1	Individual -----	13
Missouri Pacific-----	2		
		Total -----	132

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

MEMBERSHIP

E. J. HAESAERT, *Chairman*

G. M. YOUHN, *Vice Chairman*

JOHN S. GODFREY
J. R. JOHNSON
W. B. JONES
W. F. SNELL, Jr.

D. S. ANDERSON
W. O. HEARN
E. J. McDERMOTT
R. E. STENZINGER

E. A. KILLEEN, *Executive Secretary*

Mr. J. R. Johnson replaced Mr. K. E. Buelow July 27, 1971.

Mr. W. O. Hearn succeeded Oren W. Wertz (retired) December 15, 1971.

Mr. John S. Godfrey replaced H. F. M. Braidwood April 1, 1972.

Mr. E. J. Haesaert was elected Chairman, replacing R. E. Stenzinger April 14, 1972.

Mr. G. M. Youhn was elected Vice Chairman, replacing H. F. M. Braidwood April 14, 1972.

Mr. H. F. M. Braidwood was selected to serve as substitute on Second Division for W. F. Snell, Jr.

Mr. E. T. Horsley was selected to serve as substitute on Second Division for John S. Godfrey.

Mr. P. C. Carter was selected to serve as substitute on Second Division for Mr. J. R. Johnson.

JURISDICTION

Second Division: To have jurisdiction over disputes involving machinists, boilermakers, blacksmiths, sheet metal 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.

CLASSES OF DISPUTES TO BE HANDLED

The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this act (June 21, 1934), shall be handled in the usual manner up to and including the chief operating officer 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 division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes.

Organizations, etc., party to cases docketed

	<i>Number of cases</i>
Brotherhood Railway Carmen of America.....	94
International Brotherhood of Electrical Workers.....	38
International Association of Machinists and Aerospace Workers of America	25
International Brotherhood of Firemen, Oilers, Helpers Roundhouse and Railway Shop Laborers.....	4
International Brotherhood of Boilermakers, Iron Ship Builders, Black- smiths, Forgers and Helpers.....	2
Sheet Metal Workers International Association.....	15
Individually Submitted Cases, etc.....	7
United Steelworkers of America.....	3
Allied Technical Workers.....	1
Federated Trades	1
Total	190

Carriers party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Alton & Southern Ry. Co.....	2	Louisville & Nashville RR. Co.....	6
Atchison, Topeka & Santa Fe Ry. Co.....	5	Milwaukee-Kansas City South- ern Joint Agency.....	1
Baltimore & Ohio Rd. Co.....	7	Missouri Pacific RR. Co.....	15
Belt Ry. Co. of Chicago.....	1	Norfolk & Western Ry. Co.....	13
Boston & Maine Corp.....	3	Patapsco & Back Rivers RR.....	1
Burlington Northern Inc.....	15	Port Authority-Trans Hudson Corp.	3
Central of Georgia Ry. Co.....	1	Penn Central Transportation Co.	1
Chesapeake & Ohio Ry. Co.....	7	Pittsburgh & Lake Erie RR. Co.	2
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	7	Portland Terminal Co.....	2
Chicago & North Western Ry. Co.....	3	Reading Co.....	2
Chicago, Rock Island & Pacific RR. Co.....	2	St. Louis-San Francisco Ry. Co.	6
Chicago, South Shore & South Bend RR.....	1	St. Louis Southwestern Ry. Co.....	5
Duluth, Missabe, & Iron Range Ry. Co.....	1	Seaboard Coast Line RR. Co.....	11
Elgin, Joliet, & Eastern Ry. Co.....	1	Southern Pacific Transporta- tion Co. (Pacific Lines).....	4
Erie-Lackawanna Ry. Co.....	2	Southern Pacific Transporta- tion Co. (Texas & Louisiana Lines)	2
Fruit Growers Express Co.....	1	Southern Ry. Co.....	8
Gulf, Mobile, & Ohio RR.....	9	Union Pacific RR. Co.....	5
Houston Belt & Terminal Ry. Co.....	2	Union RR. Co.....	2
Illinois Central RR. Co.....	8	Washington Terminal Co.....	1
Illinois Terminal RR. Co.....	2	Western Pacific RR. Co.....	1
Kansas City Southern Ry. Co.....	4	Winifrede RR. Co.....	1
Lake Terminal RR. Co.....	1		
Lehigh Valley RR. Co.....	3		
Long Island RR. Co.....	9	Total	190
Louisiana & Arkansas Ry. Co.....	1		

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, 1972, and, in addition thereto much cor-

respondence 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, 1972, are:

Albert Kurtz, Penn Central Transportation Co.; carman.
John R. Solis, Atchison, Topeka & Santa Fe Ry. Co.; machinist.
Frank W. Kernal, Chesapeake & Ohio Ry. Co.; carman.
Joseph S. Choznowski, Penn Central Transportation Co.; carman.
C. A. Kane, Baltimore & Ohio RR. Co.; carman.
Rufus C. Lipscomb, Chesapeake & Ohio Ry. Co.; machinist.
John J. Pickett, Baltimore & Ohio RR. Co.; carman.
John L. Blank, Penn Central Transportation Co.; firemen and oiler.
Chester C. Benedict, Atchison, Topeka & Santa Fe Ry. Co.; carman.
Rock Washington, Missouri Pacific RR. Co.; blacksmith.
Garry Doiron, Canadian Pacific Ry.; firemen and oiler.
Raymond Colvin, Baltimore & Ohio RR. Co.; firemen and oiler.
Clifford Wratten, Baltimore & Ohio RR. Co.; carman.
J. G. Cerny, Penn Central Transportation Co.; machinist.
Acel A. Jones, Baltimore & Ohio RR. Co.; firemen and oiler.
Charles F. Sims, Houston Belt & Terminal Ry.; carman.
Arthur Tallo, Grand Trunk Western; carman.
Robert W. Blakely, New York Central RR. Co.; electrical worker.
Laverne W. Mauer, Jr., Union Pacific RR. Co.; machinist.
Thomas L. Gidion, Atchison, Topeka, & Santa Fe. Ry. Co.; carman.
Raymond Barton, Penn Central Transportation Co.; carman.
Zack Justice, Norfolk & Western Ry. Co.; carman.
Michael Tattleben, Illinois Central RR. Co.; firemen and oiler.
Oscar Redd, Penn Central Transportation Co.; firemen and oiler.
Jerry Cox, Chicago & North Western RR. Co.; machinist.
William D. Dunham, Missouri Pacific RR. Co.; carman.
Leon S. Brown, Missouri Pacific RR. Co.; carman.
Leland A. Miller, Pullman & Burlington Northern; electrical worker.
Kenneth M. Burgess, Penn Central Transportation Co.; carman.
Angelo E. Santorella, Penn Central Transportation Co.; firemen and oiler.
Charles L. Hudson, Southern Ry.; sheet metal worker.

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

MEMBERSHIP

G. P. KASAMIS, *Chairman*

P. C. CARTER, *Vice Chairman*

W. W. ALTUS, Jr.

R. E. BLACK

H. F. M. BRAIDWOOD ¹

C. M. CRAWFORD

J. P. ERICKSON ²

J. O. FLETCHER

H. G. HARPER ³

G. L. NAYLOR

W. J. SCHWARTZ

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

	Number of cases		Number of cases
Akron, Canton, and Youngs-		Chicago and Western Indiana...	5
town	2	Chicago Heights Terminal	
Alton and Southern.....	1	Transfer Railroad Co.....	1
Ann Arbor.....	1	Chicago, Milwaukee, St. Paul	
Atchison, Topeka & Santa Fe...	14	and Pacific.....	22
Atlanta & West Point.....	1	Chicago, Rock Island and Pa-	
Baltimore and Ohio.....	4	cific	2
Baltimore and Ohio Chicago		Cincinnati Union Terminal....	3
Terminal	1	Clinchfield	2
Bangor and Aroostook.....	1	Colorado and Southern.....	2
Belt Railway of Chicago.....	9	Delaware and Hudson.....	1
Boston and Maine.....	2	Denver and Rio Grande West-	
Buffalo Creek.....	2	ern	8
Burlington Northern Inc.....	21	Denver Union Terminal.....	2
Camas Prairie.....	1	Duluth, Missabe, and Iron	
Cedar Rapids and Iowa City...	1	Range	3
Central of Georgia.....	1	Elgin, Joliet, and Eastern....	3
Central RR. Co. of New Jersey...	1	Erie Lackawanna.....	3
Central Vermont Ry., Inc.....	1	Florida East Coast.....	1
Chesapeake and Ohio (Chesa-		Fort Worth and Denver.....	2
peake District).....	16	Grand Trunk Western.....	2
Chesapeake and Ohio (Pere		Green Bay and Western.....	1
Marquette District).....	1	Gulf, Mobile, and Ohio.....	2
Chicago and Eastern Illinois...	1	Houston Belt and Terminal....	3
Chicago and North Western....	13	Illinois Central.....	17

¹ H. F. M. Braidwood replaced R. E. Black Apr. 1, 1972.

² J. P. Erickson replaced G. P. Kasamis May 23, 1972.

³ H. G. Harper replaced G. P. Kasamis as chairman Apr. 7, 1972.

Carriers party to cases docketed—Continued

	<i>Number of cases</i>		<i>Number of cases</i>
Illinois Terminal-----	1	Reading Co.-----	3
Kansas City Southern-----	3	REA Express Inc.-----	4
Kansas City Terminal-----	7	St. Louis-San Francisco-----	17
Lehigh Valley-----	16	St. Louis Southwestern-----	3
Long Island-----	1	Seaboard Coast Line-----	8
Louisville and Nashville-----	15	Soo Line-----	2
Maine Central RR.-Portland Terminal Co.-----	2	Southern Pacific (Pacific Lines)-----	25
Missouri-Kansas-Texas-----	5	Southern Pacific (Texas & Louisiana Lines)-----	9
Missouri Pacific-----	12	Southern Railway-----	2
Monon-----	1	Texas and Pacific-----	2
New York, Susquehanna, and Western-----	2	Union Pacific-----	9
Norfolk and Western-----	26	Union Terminal-----	1
Norfolk Southern-----	1	Washington Terminal-----	1
Pacific Car Demurrage Bureau-----	1	Western Fruit Express-----	1
Pacific Fruit Express-----	2	Western Maryland-----	5
Penn Central-----	48	Western Pacific-----	7
Peoria and Pekin-----	1		
Portland Terminal-----	2	Total-----	425

Organizations party to cases docketed

American Train Dispatchers Association-----	16
Brotherhood of Maintenance-of-Way Employees-----	109
Brotherhood of Railroad Signalmen-----	89
Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees-----	136
Joint Council Dining Car Employees-----	5
Transportation-Communication Division—BRAC-----	32
Total Organizations-----	387
Miscellaneous Class of Employees-----	38
Total-----	425

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

MEMBERSHIP

J. W. WHITEHOUSE, *Chairman*

E. A. KILLEEN, *Executive Secretary*

C. H. HERRINGTON ¹

J. D. LANDRY ²

T. F. STRUNCK ³

A. T. OTTO, JR. ⁴

R. F. O'LEARY ⁵

J. R. TIPTON

JURISDICTION

Fourth Division: To have jurisdiction over disputes involving employees of carrier directly or indirectly engaged in transportation of passengers or property by water, and all other employees of carriers over which jurisdiction is not given to the first, second, and third divisions. This division shall consist of six members, three of whom shall be selected by the carriers and three by the national labor organizations of the employees. (Par. (h), sec. 3, first, Railway Labor Act, 1934).

CLASSES OF DISPUTES TO BE HANDLED

"The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this act, 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 division of the Adjustment Board with full statement of facts and all supporting data bearing upon the disputes." (Par. (i), sec. 3, first, Railway Labor Act, 1934).

¹ W. F. Euker, substitute for Mr. Herrington.

² J. E. Carlisle, substitute for Mr. Landry.

³ E. T. Horsley, substitute for Mr. Strunck.

⁴ Resigned.

⁵ Replaced A. T. Otto, Jr., June 1, 1972.

Carriers party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Alton and Southern Ry. Co.....	1	Norfolk & Western Ry. Co.	
Atchison, Topeka & Santa Fe		(Lake Region).....	6
Ry. Co.....	5	Norfolk & Western Ry. Co (Wa-	
Baltimore & Ohio RR. Co.....	7	bash)	2
Bourbon Stock Yard Co.....	3	Norfolk Southern Ry. Co.....	1
Burlington Northern Inc.....	37	Penn Central Transportation	
Central of Georgia RR. Co.....	1	Co	18
Chesapeake & Ohio Ry. Co.....	2	Portland Terminal RR. Co.	
Chicago & North Western		(Oregon)	1
Transportation Co.....	2	St. Louis-San Francisco Ry. Co.	2
Chicago, Milwaukee, St. Paul, &		Southern Pacific Transporta-	
Pacific RR.....	4	tion Co. (Texas & Louisiana	
Colorado & Wyoming Ry. Co....	2	Lines)	2
Elgin, Joliet, & Eastern Ry. Co..	1	Southern Ry. Co.....	23
Erie Lackawanna Ry.....	16	Terminal Railroad Association	
Grand Trunk Western RR. Co....	2	of St. Louis.....	2
Lehigh Valley RR. Co.....	4	Texas & Pacific Ry. Co.....	3
Long Island Rail Road Co.....	3	Union Belt of Detroit.....	3
Louisville & Nashville RR. Co..	2	Union Pacific RR.....	1
Minnesota Transfer Co.....	1	Western Maryland Ry.....	1
Missouri Pacific RR. Co.....	4	Western Pacific RR. Co.....	1
Norfolk & Western Ry. Co.....	3		
		Total	166

Organizations-employees party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Amalgamated Meat Cutters-		Miscellaneous classes of em-	
Butcher Workman of North		ployes	3
America	3	Railroad Yardmasters of Amer-	
American Railway Supervisors		ica	86
Association, The.....	60	Railway Employees Department,	
BRAC (RP&SOS).....	7	AFL-CIO	2
Lighter Captains' Union.....	1	United Transportation Union..	3
Masters, Mates, and Pilots....	1		
		Total	166

APPENDIX B

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1972*

Name	Residence	Date of appointment	Public Law Board No.	Parties
David Dolnick ²	Chicago, Ill.	Sept. 14, 1971 ³	38	Grand Trunk Western R.R. Co. and Brotherhood of Locomotive Engineers.
Thomas L. Hayes ²	Burlington, Vt.	May 25, 1972 ⁴	238	Erie Lackawanna Ry. Co. and United Transportation Union (T).
Harold M. Weston ²	New York, N.Y.	Sept. 15, 1971 ³	250	Erie Lackawanna Ry. Co. and Brotherhood of Locomotive Engineers.
Jacob Seidenberg ²	Falls Church, Va.	Apr. 25, 1972 ³	442	Cuyahoga Valley Ry. Co. and United Transportation Union (E).
Leverett Edwards ²	Fort Worth, Tex.	Dec. 28, 1971	539	Chicago & North Western Ry. Co. and United Transportation Union (E).
Lloyd H. Bailor ²	Los Angeles, Calif.	Nov. 5, 1971	578	Maine Central R.R. Co., Portland Terminal Co., and United Transportation Union (E).
David Dolnick ²	Chicago, Ill.	Feb. 7, 1972 ⁵	632	Chicago, West Pullman and Southern R.R. Co. and United Transportation Union (T)
Joseph Shister ²	Snyder, N.Y.	Oct. 18, 1971	639	Detroit, Toledo, and Ironton R.R. Co. and United Transportation Union (T&E).
Murray M. Rohman ²	Fort Worth, Tex.	Aug. 20, 1971	671	Houston Belt and Terminal Co. and Brotherhood of Locomotive Engineers.
Paul C. Dugan ²	Kansas City, Mo.	Oct. 27, 1971	672	Louisiana and Arkansas Ry. Co. and Brotherhood of Locomotive Engineers.
Don J. Harr ²	Oklahoma City, Okla.	Aug. 20, 1971	689	Houston Belt and Terminal Ry. Co. and United Transportation Union (T).
John Gorsuch ²	Denver, Colo.	Jan. 6, 1972	693	Louisville and Nashville R.R. Co. and United Transportation Union (E).
Walter L. Gray ²	Oklahoma City, Okla.	Jan. 24, 1972	706	Missouri Pacific R.R. Co. and Brotherhood of Railway Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Lloyd H. Bailor ²	Los Angeles, Calif.	Jan. 31, 1972	710	Norfolk and Western Ry. Co. and Brotherhood of Railway Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
Arthur W. Sempflner ²	Grosse Pte. Farms, Mich.	May 22, 1972 ³	714	Upper Merion and Plymouth R.R. Co. and United Transportation Union.
Morris L. Myers ²	San Francisco, Calif.	Nov. 18, 1971	718	Burlington Northern, Inc. and United Transportation Union (T).
Carroll R. Daugherty ²	Evanston, Ill.	do	719	Burlington Northern, Inc. and United Transportation Union (S).
Paul D. Hanlon ²	Portland, Oreg.	Feb. 9, 1972	721	Union Pacific R.R. Co. and United Transportation Union (T).
David H. Brown ²	Sherman, Tex.	Aug. 4, 1972	730	Minneapolis, Northfield, and Southern Ry. Co. and United Transportation Union.
Robert O. Boyd ²	Washington, D.C.	Aug. 27, 1971	743	Union Pacific R.R. Co. and United Transportation Union (E).
Francis X. Quinn ²	Philadelphia, Pa.	June 28, 1972	746	Penn Central Transportation Co. and Brotherhood of Maintenance of Way Employees.
Paul D. Hanlon ²	Portland, Oreg.	Oct. 19, 1971	752	Union Pacific R.R. Co. and United Transportation Union (E).
Preston J. Moore ²	Oklahoma City, Okla.	July 23, 1971	754	Norfolk and Western Ry. Co. (Wheeling and Lake Erie District) and United Transportation Union (T-C-E).
Howard A. Johnson ¹	Butte, Mont.	Oct. 13, 1971	756	Erie Lackawanna Ry. Co. and United Transportation Union (T).
William M. Edgett ²	Baltimore, Md.	July 15, 1971	758	Buffalo Creek R.R. and United Transportation Union (E).
Nelson M. Bortz ²	Kitty Hawk, N.C.	July 30, 1971	759	Norfolk and Western Ry. Co. and United Transportation Union (T).
Lloyd H. Bailor ²	Los Angeles, Calif.	July 8, 1971	760	Louisville and Nashville R.R. Co. and United Transportation Union (T).
Paul C. Dugan ²	Kansas City, Mo.	Aug. 3, 1971	761	Illinois Terminal R.R. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
David Dolnick ²	Chicago, Ill.	July 13, 1971	762	Newburgh and South Shore Ry. Co. and United Transportation Union (E).
David R. Douglass ²	Oklahoma City, Okla.	July 20, 1971	763	Detroit and Mackinac Ry. Co. and United Transportation Union (T) and (E).
John Criswell ²	Washington, D.C.	July 15, 1971	764	Richmond, Fredericksburg, and Potomac R.R. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.

John H. Dorsey ²	do	July 20, 1971
Preston J. Moore ¹	Oklahoma City, Okla	Aug. 27, 1971
David L. Kabaker ²	Cleveland, Ohio	July 23, 1971
Harold M. Weston ²	New York, N. Y.	Sept. 27, 1971
David H. Brown ²	Sherman, Tex.	Oct. 6, 1971
Martin I. Rose ²	New York, N. Y.	Aug. 6, 1971
Jacob Seidenberg ²	Falls Church, Va.	do
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 3, 1971
Harold M. Weston ²	New York, N. Y.	Aug. 4, 1971
Paul N. Guthrie ²	Chapel Hill, N. C.	Aug. 11, 1971
Thomas Christensen ²	New York, N. Y.	Aug. 5, 1971
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 16, 1971
Harold M. Gilden ²	Chicago, Ill.	Aug. 10, 1971
Nelson Bortz ¹	Kitty Hawk, N. C.	Nov. 2, 1971
David H. Brown ²	Sherman, Tex.	Nov. 23, 1971
Martin I. Rose ²	New York, N. Y.	do
Nelson Bortz ²	Kitty Hawk, N. C.	Nov. 16, 1971
William H. Coburn ²	Washington, D. C.	Sept. 30, 1971
A. Langley Coffey ²	Tulsa, Okla.	Oct. 5, 1971
Milton Friedman ²	New York, N. Y.	Sept. 3, 1971
Jacob Seidenberg ²	Falls Church, Va.	Aug. 31, 1971
Preston J. Moore ²	Oklahoma City, Okla.	Feb. 9, 1972
Francis X. Quinn ²	Philadelphia, Pa.	Sept. 13, 1971
John Criswell ²	Washington, D. C.	Sept. 14, 1971
Clement P. Cull ²	Teaneck, N. J.	Oct. 5, 1971
Don J. Harr ¹	Oklahoma City, Okla.	Oct. 1, 1971
Murray Rohman ²	Forth Worth, Tex.	Dec. 9, 1971
Nelson M. Bortz ²	Kitty Hawk, N. C.	Oct. 6, 1971
Howard A. Johnson ²	Butte, Mont.	Sept. 15, 1971
David H. Brown ²	Sherman, Tex.	Oct. 6, 1971
Howard A. Johnson ²	Butte, Mont.	Sept. 23, 1971
Carroll R. Daugherty ²	Evanston, Ill.	Nov. 24, 1971
David R. Douglass ²	Oklahoma City, Okla.	Dec. 7, 1971
Charles Ellis ²	do	Oct. 5, 1971
Paul C. Dugan ²	Kansas City, Mo.	Jan. 11, 1972

See footnotes at end of table.

765	Illinois Terminal R.R. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
766	Norfolk and Western Ry. Co. and United Transportation Union (E).
767	Penn Central Transportation Co. and United Transportation Union.
769	Chicago and Eastern Illinois R.R. Co. and Transportation-Communication Division Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
770	Soo Line R.R. Co. and United Transportation Union (E).
771	Boston and Maine Corp. and Brotherhood of Locomotive Engineers.
772	Port Authority Trans-Hudson Corp. and Brotherhood of Locomotive Engineers.
773	New Orleans Union Passenger Terminal and Brotherhood of Locomotive Engineers.
774	Erie Lackawanna Ry. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
775	Central of Georgia Ry. Co. and United Transportation Union (T & C).
776	Long Island R.R. and Brotherhood Railway Carmen of the United States and Canada
777	Atchison, Topeka, and Santa Fe Ry. Co. and United Transportation Union (C & T).
778	Southern Pacific Transportation Co. and United Transportation Union (E).
780	Burlington Northern Inc. and United Transportation Union (T).
781	do
781	Illinois Central R.R. Co. and United Transportation Union.
782	Norfolk and Western Ry. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
783	Monon R.R. and United Transportation Union.
784	Chicago River and Indiana R.R. Co. and United Transportation Union.
785	Portland Terminal R.R. Co. and United Transportation Union.
786	South Buffalo Ry. Co. and United Transportation Union.
787	Chicago and Eastern Illinois R.R. Co. and United Transportation Union (T).
788	Belt Ry. Co. of Chicago and United Transportation Union (T).
789	Atlanta and West Point R.R. Co., The Western Ry. of Alabama and Atlanta Joint Terminals and Georgia R.R. and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
790	Long Island R.R. Co. and International Brotherhood of Electrical Workers.
791	Gulf, Mobile and Ohio R.R. Co. (Lines North) and United Transportation Union (T).
791	Gulf, Mobile, and Ohio R.R. Co. (Lines North) and United Transportation Union (T).
792	Erie Lackawanna Ry. Co. and United Transportation Union.
793	Long Island R.R. and United Transportation Union (T).
794	Soo Line R.R. Co. and United Transportation Union (T & C).
795	do
796	Manufacturers Ry. Co. and United Transportation Union (E).
797	Southern Ry. System and Brotherhood of Locomotive Engineers.
798	Ashley, Drew, and Northern Ry. Co. and United Transportation Union (T).
799	Denver and Rio Grand Western R.R. Co. and United Transportation Union (E).

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1972—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Edward A. Lynch ²	Washington, D.C.....	Oct. 1, 1971	801	Monongahela Connecting R.R. Co. and Brotherhood of Maintenance-of-Way Employees.
Lloyd H. Bailer ²	Los Angeles, Calif.....	Nov. 5, 1971	802	Louisville and Nashville R.R. Co. and United Transportation Union (T).
Burton Turkus ²	New York, N.Y.....	Oct. 7, 1971	804	Long Island Rail Road and International Brotherhood of Teamsters.
H. Raymond Cluster ¹	Baltimore, Md.....	Oct. 26, 1971	805	Tucson, Cornelia and Gila Bend R.R. Co. and United Transportation Union (E).
Leo C. Brown ²	St. Louis, Mo.....	Mar. 10, 1972	805	Do.
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.....	Oct. 21, 1971	806	Apalachicola Northern R.R. and United Transportation Union.
Walter L. Gray ²	Oklahoma City, Okla.....	Oct. 19, 1971	807	Texas and Pacific Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Daniel House ²	New York, N.Y.....	Jan. 11, 1972	808	Chicago and Illinois Midland R.R. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Preston J. Moore ²	Oklahoma City, Okla.....	Nov. 2, 1971	809	New Orleans Public Belt R.R. Co. and United Transportation Union (S).
Thomas Hayes ²	Burlington, Vt.....	Nov. 30, 1971	810	Canadian Pacific (Atlantic Region) and United Transportation Union.
David H. Brown ²	Sherman, Tex.....	Nov. 9, 1971	811	Pittsburgh and Lake Erie R.R. Co., Lake Erie and Eastern Railroad Co. and United Transportation Union.
Leverett Edwards ²	Fort Worth, Tex.....	Jan. 21, 1972	812	Norfolk and Western Ry. and United Transportation Union.
Jesse Simons ²	New York, N.Y.....	Oct. 26, 1971	813	REA Express and International Association of Machinists and Aerospace Workers.
Louis Yagoda ²	New Rochelle, N.Y.....	Oct. 27, 1971	814	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Robert M. O'Brien ²	South Boston, Mass.....	Nov. 2, 1971	815	Lehigh Valley R.R. and United Transportation Union (C & T).
Jacob Seidenberg ²	Falls Church, Va.....	Feb. 8, 1972	816	Monongahela Connecting R.R. Co. and United Transportation Union (E).
Howard A. Johnson ²	Butte, Mont.....	Oct. 26, 1971	817	Soo Line R.R. Co. and United Transportation Union (T & C).
Jacob Seidenberg ²	Falls Church, Va.....	Nov. 9, 1971	818	Pennsylvania-Reading Seashore Lines and United Transportation Union (T).
Harold M. Weston ²	New York, N.Y.....	Oct. 28, 1971	819	Long Island Rail Road and Brotherhood of Locomotive Engineers.
Martin I. Rose ²	do.....	Nov. 4, 1971	820	Detroit and Toledo Shore Line R.R. Co. and United Transportation Union.
Kieran O'Gallagher ²	Chicago, Ill.....	Nov. 3, 1971	821	Lehigh Valley R.R. and Brotherhood of Locomotive Engineers.
Leo C. Brown ²	St. Louis, Mo.....	Feb. 9, 1972	822	Penn Central Transportation Co. and United Transportation Union.
Jacob Seidenberg ²	Falls Church, Va.....	Nov. 11, 1971	823	South Buffalo Ry. Co. and United Transportation Union (E).
Harold M. Weston ²	New York, N.Y.....	Nov. 18, 1971	824	Atchison, Topeka, and Santa Fe Ry. Co. and Brotherhood of Locomotive Engineers.
Joseph Shister ²	Snyder, N.Y.....	Apr. 26, 1972	825	Toledo, Peoria, and Western R.R. and United Transportation Union (E).
Jacob Seidenberg ²	Falls Church, Va.....	Nov. 15, 1971	827	Fatapsco and Back Rivers R.R. Co. and Brotherhood Railway Carmen of the United States and Canada (System Federation 30).
Jerre S. Williams ²	Austin, Tex.....	Mar. 9, 1972	828	Louisville and Nashville R.R. Co. and United Transportation Union (T).
Murray Rohman ²	Fort Worth, Tex.....	Nov. 16, 1971	829	Missouri Pacific R.R. Co. and United Transportation Union (T & C).
Preston J. Moore ²	Oklahoma City, Okla.....	Dec. 6, 1971	830	Atchison, Topeka, and Santa Fe Ry. Co. and United Transportation Union (E).
David Dolnick ²	Chicago, Ill.....	do.....	831	Chesapeake and Ohio Ry. Co. and Brotherhood of Locomotive Engineers.
Do ²	do.....	do.....	832	Chesapeake and Ohio Ry. Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore ²	Oklahoma City, Okla.....	Feb. 15, 1972	833	Norfolk and Western Ry. Co. (Lake Region) and United Transportation Union (E).
M. David Keefe ²	Roseville, Mich.....	Feb. 9, 1972	834	Ann Arbor R.R. Co. and Marine Engineers' Beneficial Association.
William H. Coburn ²	Washington, D.C.....	Dec. 3, 1971	835	Reading Co. and Brotherhood of Locomotive Engineers.

Francis X. Quinn ²	Philadelphia, Pa.	Dec. 8, 1971
Murray Rohman ²	Fort Worth, Tex.	do.
Jacob Seidenberg ¹	Falls Church, Va.	Dec. 7, 1971
H. Raymond Cluster ²	Baltimore, Md.	Dec. 13, 1971
Joseph A. Sickles ²	Bethesda, Md.	Dec. 21, 1971
Morris L. Myers ²	San Francisco, Calif.	Jan. 6, 1972
Carroll Daugherty ²	Evanston, Ill.	Dec. 28, 1971
Bernard Perelson ²	Brooklyn, N.Y.	Jan. 17, 1972
Louis Yagoda ²	New Rochelle, N.Y.	Dec. 28, 1971
David Dolnick ²	Chicago, Ill.	Jan. 10, 1972
Jerre S. Williams ²	Austin, Tex.	Dec. 27, 1971
Howard G. Gamser ¹	Washington, D.C.	Jan. 18, 1972
Robert O. Boyd ²	do.	Jan. 3, 1972
John Criswell ²	do.	Jan. 5, 1972
William M. Edgett ²	Baltimore, Md.	Jan. 11, 1972
Morris L. Myers ²	San Francisco, Calif.	do.
Jacob Seidenberg ²	Falls Church, Va.	Jan. 5, 1972
John Criswell ²	Washington, D.C.	do.
Preston J. Moore ²	Oklahoma City, Okla.	Jan. 11, 1972
David L. Kabaker ²	Cleveland, Ohio.	Jan. 21, 1972
David H. Brown ²	Sherman, Tex.	Jan. 17, 1972
Do.	do.	do.
Howard A. Johnson ²	San Leandro, Calif.	Mar. 3, 1972
David Dolnick ²	Chicago, Ill.	Jan. 18, 1972
Do.	do.	Feb. 11, 1972
Howard A. Johnson ²	Butte, Mont.	Jan. 26, 1972
William M. Edgett ²	Baltimore, Md.	Feb. 10, 1972
Harold M. Weston ²	New York, N.Y.	Feb. 22, 1972
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	Feb. 1, 1972
Paul N. Guthrie ²	Chapel Hill, N.C.	Feb. 9, 1972
Jacob Seidenberg ²	Falls Church, Va.	Jan. 31, 1972
Byron R. Abernethy ²	Lubbock, Tex.	Feb. 9, 1972
David R. Douglass ²	Oklahoma City, Okla.	Feb. 1, 1972
Preston J. Moore ²	do.	Feb. 9, 1972
Martin I. Rose ²	New York, N.Y.	Feb. 7, 1972
David Dolnick ²	Chicago, Ill.	Mar. 7, 1972
Do.	do.	Feb. 11, 1972

See footnotes at end of table.

836	Duluth, Missabe, and Iron Range Ry. Co. and United Transportation Union.
837	Indianapolis Union Ry. Co. and United Transportation Union (S).
838	Norfolk and Western Ry. Co. and United Transportation Union (E).
839	Chesapeake and Ohio Ry. Co. and Marine Engineers' Beneficial Association.
840	Chesapeake and Ohio Ry. Co. and International Brotherhood of Electrical Workers.
841	Pacific and Artic Ry. and Navigation Co. and United Transportation Union.
842	Illinois Terminal R.R. Co. and United Transportation Union.
843	Southern Pacific Transportation Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
844	Burlington Northern Inc., and United Transportation Union (S).
845	Illinois Central R.R. Co. and United Transportation Union (T).
846	Port Terminal R.R. Association and United Transportation Union (E).
847	Seaboard Coast Line R.R. Co. and United Transportation Union (T).
848	Chicago, Rock Island, and Pacific R.R. Co. and Fort Worth and Denver Ry. Co. and United Transportation Union.
849	Seaboard Coast Line R.R. Co. and United Transportation Union (C).
850	Georgia R.R. and United Transportation Union.
851	Atchison, Topeka, and Santa Fe Ry. Co. (Coast Lines) and United Transportation Union (T).
852	Long Island R.R. and Brotherhood Railway Carmen of the United States and Canada.
853	Seaboard Coast Line R.R. Co. and United Transportation Union (C).
854	Atchison, Topeka, and Santa Fe Ry. Co. (Eastern Lines) and United Transportation Union (C & T).
855	Erie Lackawanna Ry. Co. and United Transportation Union (T).
856	Atchison, Topeka, and Santa Fe Ry. Co. (Western Lines) and United Transportation Union (E).
857	Penn Central Transportation Co. and United Transportation Union (E).
858	Penn Central Transportation Co. and United Transportation Union (E).
860	Railroad Perishable Inspection Agency and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
861	Kansas City Southern Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
863	Erie Lackawanna Ry. Co. and United Transportation Union (E).
865	Baltimore and Annapolis R.R. Co. and United Transportation Union.
866	Long Island Rail Road and Brotherhood of Railroad Signalmen.
867	Lake Terminal R.R. Co. and United Transportation Union.
868	Cincinnati, New Orleans and Texas Pacific Ry. Co. and Alabama Great Southern R.R. Co. and New Orleans Terminal Co. and United Transportation Union (T).
869	Alton and Southern Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
870	Duluth, Missabe, and Iron Range Ry. and United Transportation Union (T & E).
871	Live Oak, Perry, and Gulf R.R. Co., South Georgia Ry. Co. and Brotherhood of Locomotive Engineers.
873	Norfolk and Western Ry. Co. and Brotherhood of Locomotive Engineers.
875	Delaware and Hudson Ry. Co. and Brotherhood of Locomotive Engineers.
877	Chicago River and Indiana R.R. Co. and Brotherhood of Locomotive Engineers.
879	Chesapeake and Ohio Ry. Co. (Northern Region) and United Transportation Union (C & T).

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1972—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Jacob Seidenberg ²	Falls Church, Va.	do	880	Western Warehousing Co. and Brotherhood of Railway, Airline and Steamship Clerks Freight Handlers, Express and Station Employees.
Francis X. Quinn ²	Philadelphia, Pa.	Mar. 9, 1972	881	Penn Central Transportation Co. and Transport Workers Union of America.
David Dolnick ²	Chicago, Ill.	Mar. 3, 1972	882	Lake Terminal R.R. Co. and United Transportation Union (E.).
Preston J. Moore ²	Oklahoma City, Okla.	Feb. 24, 1972	883	Norfolk and Western Ry. Co. and United Transportation Union (T-C-E).
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	Apr. 12, 1972	884	Chesapeake and Ohio Ry. Co. (North) and United Transportation Union (E).
Charles Ellis ²	Oklahoma City, Okla.	Mar. 9, 1972	885	Atchison, Topeka, and Santa Fe Ry. Co. and United Transportation Union (E).
Lloyd H. Bailer ²	Los Angeles, Calif.	May 9, 1972	886	Detroit and Toledo Shore Line R.R. Co. and United Transportation Union.
Robert O. Boyd ²	Washington, D.C.	Feb. 28, 1972	887	St. Louis-San Francisco Ry. Co. and Brotherhood of Locomotive Engineers.
John H. Dorsey ²	do	Apr. 21, 1972	888	Akron, Canton, and Youngstown R.R. Co. and United Transportation Union (T).
Do	do	Mar. 9, 1972	889	Clinchfield R.R. Co. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas ²	do	May 17, 1972	889	Do.
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	May 22, 1972	890	Uppr Merion and Plymouth R.R. Co. and United Transportation Union.
John B. Criswell ²	Washington, D.C.	Feb. 16, 1972	891	Seaboard Coast Line R.R. Co. and United Transportation Union (E).
Mortimer Stone ²	Denver, Colo.	do	892	Reading Co. and Brotherhood of Locomotive Engineers.
Louis Yagoda ²	New Rochelle, N.Y.	Mar. 7, 1972	893	Southern Ry. System and United Transportation Union (T).
William M. Edgett ²	Baltimore, Md.	Mar. 16, 1972	895	Louisville and Nashville R.R. Co. and United Transportation Union (T).
David H. Brown ²	Sherman, Tex.	do	896	Minneapolis, Northfield, and Southern Ry. Co. and United Transportation Union.
Do	do	do	897	Soo Line R.R. Co. and United Transportation Union (T-C).
John Criswell ²	Washington, D.C.	Mar. 27, 1972	898	Seaboard Coast Line R.R. Co. and United Transportation Union (T).
David H. Brown ²	Sherman, Tex.	Apr. 10, 1972	899	Western Maryland Ry. Co. and United Transportation Union (E).
Jacob Seidenberg ²	Falls Church, Va.	Mar. 30, 1972	900	Union Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
John Gorsuch ²	Denver, Colo.	Mar. 23, 1972	901	Nevada Northern Ry. Co. and United Steelworkers of America, Local 233.
David H. Brown ²	Sherman, Tex.	Mar. 28, 1972	902	Soo Line R.R. Co. and United Transportation Union (E).
Paul C. Dugan ²	Kansas City, Mo.	Apr. 25, 1972	904	Chicago and North Western Ry. Co. and Brotherhood of Locomotive Engineers.
Harold M. Weston ²	New York, N.Y.	Mar. 30, 1972	905	Louisville and Nashville R.R. Co. and Railroad Yardmasters of America.
Preston J. Moore ²	Oklahoma City, Okla.	Apr. 25, 1972	906	Southern Pacific Transportation Co. (T & L Lines) and United Transportation Union (S).
Murray Rohman ²	Fort Worth, Tex.	June 16, 1972	907	Union Pacific R.R. Co. and United Transportation Union (T).
Louis Yagoda ²	New Rochelle, N.Y.	Apr. 3, 1972	910	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
John Criswell ²	Washington, D.C.	May 17, 1972	911	Norfolk and Portsmouth Belt Line R.R. Co. and United Transportation Union (T).
Preston J. Moore ²	Oklahoma City, Okla.	Apr. 17, 1972	912	Norfolk and Western Ry. Co. and United Transportation Union (C & T).
Harold M. Weston ²	New York, N.Y.	Apr. 11, 1972	913	Long Island R.R. and International Brotherhood of Electrical Workers.
Carroll R. Daugherty ²	Evanston, Ill.	Apr. 17, 1972	914	Western Pacific R.R. Co. and Brotherhood Railway Carmen of the United States and Canada.
Matthew Kelly ¹	Larchmont, N.Y.	Apr. 25, 1972	915	Burlington Northern Inc. and United Transportation Union.
Jacob Seidenberg ²	Falls Church, Va.	Apr. 17, 1972	916	Long Island Rail Road and Brotherhood Railway Carmen of the United States and Canada.
Murray Rohman ²	Fort Worth, Tex.	June 16, 1972	917	Union Pacific R.R. Co. and United Transportation Union (C & T).

John Criswell ²	Washington, D.C.	Apr. 17, 1972
Preston J. Moore ²	Oklahoma City, Okla.	Apr. 21, 1972
David H. Brown ²	Sherman, Tex.	do.
Nicholas H. Zumas ²	Washington, D.C.	May 5, 1972
Preston J. Moore ²	Oklahoma City, Okla.	June 2, 1972
Morris Glushien ²	New York, N.Y.	May 5, 1972
H. Raymond Cluster ²	Baltimore, Md.	June 28, 1972
William M. Edgett ²	do.	June 22, 1972
Joseph A. Sickles ²	Potomac, Md.	June 20, 1972
Murray Rohman ²	Fort Worth, Tex.	June 26, 1972
Howard A. Johnson ²	San Leandro, Calif.	May 12, 1972
Paul N. Guthrie ²	Chapel Hill, N.C.	do.
Nicholas H. Zumas ²	Washington, D.C.	May 19, 1972
Do.	do.	June 19, 1972
Levi M. Hall ²	Minneapolis, Minn.	May 22, 1972
C. Robert Roadley ²	Falls Church, Va.	June 21, 1972
Robert O'Brien	South Boston, Mass.	June 2, 1972
David Dolnick ²	Chicago, Ill.	June 7, 1972
John Criswell ²	Washington, D.C.	June 1, 1972
Paul C. Dugan ¹	Kansas City, Mo.	June 5, 1972
Preston J. Moore ²	Oklahoma City, Okla.	May 31, 1972
A. Langley Coffey ²	Tulsa, Okla.	June 1, 1972
Gene T. Ritter ¹	Ardmore, Okla.	June 8, 1972
William H. Coburn ¹	Washington, D.C.	June 16, 1972
John H. Dorsey ²	do.	June 7, 1972
Jacob Seidenberg ²	Falls Church, Va.	June 14, 1972
Clement P. Cull ²	Teaneck, N.J.	June 20, 1972
John H. Dorsey ²	Washington, D.C.	June 19, 1972
John Criswell ²	do.	do.
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	June 15, 1972
Paul D. Hanlon ²	Portland, Ore.	June 20, 1972
William H. Coburn ²	Washington, D.C.	June 26, 1972
Harold M. Weston ²	New York, N.Y.	June 28, 1972

918	Florida East Coast Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
919	Norfolk and Western Ry. Co. and United Transportation Union.
921	Chicago, Milwaukee, St. Paul, and Pacific R.R. Co. (Western Region) and United Transportation Union.
922	Erie Lackawanna Ry. Co. and United Transportation Union (E).
924	Denver and Rio Grande Western R.R. Co. and United Transportation Union (C & T).
925	Chicago Short Line Ry. Co. and United Transportation Union (E).
926	Elgin, Joliet, and Eastern Ry. Co. and United Transportation Union.
928	Louisville and Nashville R.R. Co. and United Transportation Union.
930	Erie Lackawanna Ry. Co. and United Transportation Union.
932	Ogden Union Ry. and Depot Co. and United Transportation Union (T).
933	Fort Worth and Denver Ry. Co. and Brotherhood of Locomotive Engineers.
934	Durham and Southern Ry. Co. and United Transportation Union.
936	Belt Ry. Co. of Chicago and United Transportation Union (T).
937	Louisville and Nashville R.R. Co. and United Transportation Union.
938	Missouri Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
941	Louisville and Nashville R.R. Co. and United Transportation Union (E).
945	Burlington Northern, Inc. and United Transportation Union (T).
947	Norfolk and Western Ry. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
948	Seaboard Coast Line R.R. Co. and United Transportation Union (E & C).
949	Chicago and Illinois Midland Ry. Co. and United Transportation Union (T).
950	Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans and United Transportation Union (S).
951	Clinchfield R.R. Co. and United Transportation Union.
952	Meridian and Bigbee R.R. Co. and United Transportation Union.
953	Butte, Anaconda, and Pacific Ry. Co. and Brotherhood of Locomotive Engineers.
954	Long Island Rail Road and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
955	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
956	Aetehison, Topeka, and Santa Fe Ry. Co. and United Transportation Union (E).
957	Burlington Northern, Inc., and United Transportation Union.
959	Southern Ry. System and United Transportation Union (E & C).
960	Boston and Maine Corp. and Brotherhood of Locomotive Engineers.
961	Western Pacific R.R. Co. and International Brotherhood of Electrical Workers.
962	Colorado and Southern Ry. Co. and United Transportation Union.
963	Louisville and Nashville R.R. Co. and Brotherhood of Railway Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.

¹ Procedural.

² Merits.

³ Vice, Paul D. Hanlon, Resigned.

⁴ Vice, Robert O. Boyd, Resigned.

⁵ Vice, Francis B. Murphy, Deceased.

2. Arbitrators appointed—Arbitrators boards, fiscal year 1972

Name	Residence	Date of appointment	Arbitration and case number	Parties
Francis A. O'Neill Jr. ¹	Manasquan, N.J.	Oct. 4, 1971	Arbitration 298, case No. A-7948.	Carriers represented by National Railway Labor Conference and Employees represented by National Conference Committee Five Cooperating Railway Labor Organizations.
Francis J. Robertson.....	Washington, D.C.	Aug. 13, 1971	Arbitration 310, case No. A-8880.	Modern Air Transport, Inc., International Brotherhood of Teamsters.
Howard G. Gamser.....	do.....	Nov. 3, 1971	Arbitration 311, case No. A-9034.	Piedmont Airlines, Inc., International Association of Machinists and Aerospace Workers.
Francis J. Robertson.....	do.....	Nov. 26, 1971	Arbitration 312, case No. A-7773.	REA Express, Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees.
Francis A. O'Neill, Jr.....	Manasquan, N.J.	May 22, 1972	Arbitration 313, case No. A-9153.	Burlington Northern, Inc., Brotherhood of Railway Carmen of the United States and Canada operating through System Federation No. 7, Railway Employees' Department, AFL-CIO
John H. Dorsey.....	Washington, D.C.	June 29, 1972	Arbitration 314, case No. A-8830.	The Baltimore and Ohio RR. Co., United Transportation Union.

¹ Vice, David H. Stowe, resigned.

2a. Arbitrator Appointed—Task Force Arbitrations, fiscal year 1972

Name	Residence	Date of appointment	Task Board No.	Parties
William H. Coburn.....	Washington, D.C.	June 22, 1972	1	Penn Central Transportation Co. and United Transportation Union.

3. Arbitrators Appointed—Special Board of Adjustment (Railroad), fiscal year 1972

Name	Residence	Date of appointment	Special Board No.	Parties
H. Raymond Cluster ¹	Baltimore, Md.	Dec. 17, 1971	175	Chicago, Milwaukee, St. Paul, and Pacific R.R. Co., United Transportation Union
H. Raymond Cluster ²	do.	Dec. 23, 1971	235	Chicago and North Western Ry. Co., United Transportation Union (T).
John J. McGovern ³	Washington, D.C.	Aug. 17, 1971	570	National Railway Labor Conference et al., Railway Employees' Department AFL-CIO.
John H. Dorsey ⁴	do.	Oct. 7, 1971	752	REA Express, Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees.
Paul N. Guthrie	Chapel Hill, N.C.	July 6, 1971	770	Norfolk and Western Ry. Co., United Transportation Union.
Nelson M. Bortz	Kitty Hawk, N.C.	July 7, 1971	772	Maine Central R.R. Co., American Train Dispatchers Association.
Joseph Shister	Snyder, N.Y.	July 23, 1971	773	Norfolk and Western Ry. Co., United Transportation Union.
Joseph Shister	do.	Aug. 5, 1971	774	Akron, Canton, and Youngstown R.R. Co., United Transportation Union.
Francis X. Quinn, Jr., S.J.	Phila., Pa.	Oct. 4, 1971	776	Penn Central Transportation Co., Brotherhood of Railroad Signalmen.
Francis A. O'Neill, Jr.	Manasquan, N.J.	Sept. 28, 1971	777	The Long Island Rail Road Co. Brotherhood of Railway Carmen of United States and Canada.
Do.	do.	Nov. 5, 1971	778	Long Island Railroad United Transportation Union.
Milton Friedman	New York, N.Y.	Dec. 8, 1971	779	Union Rr. Co. United Steelworkers of America, Local 1913.
David L. Kabaker	Cleveland, Ohio	Dec. 14, 1971	780	Akron, Canton, and Youngstown Rr. Co. United Transportation Union.
Joseph Shister	Snyder, N.Y.	Dec. 23, 1971	781	Erie-Lackawanna Ry. Co., The American Railway Supervisors Association.
Carroll R. Daugherty	Evanston, Ill.	Mar. 8, 1972	782	Burlington Northern, Inc. International Brotherhood of Teamsters.
H. Raymond Cluster	Baltimore, Md.	Mar. 17, 1972	783	Penn Central Transportation Co. American Train Dispatchers Association.
Jesse Simons	New York, N.Y.	do.	784	Norfolk and Western Ry. Co. (Virginian District) United Transportation Union.
David Dolnick	Chicago, Ill.	Mar. 23, 1972	785	Burlington Northern, Inc. Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Jesse Simons	New York, N.Y.	Mar. 24, 1972	786	Norfolk and Western Ry. Co. (N & W Proper) United Transportation Union (T).
John Dorsey	Washington, D.C.	Apr. 13, 1972	787	Penn Central Transportation Co. United Transportation Union.
Do.	do.	May 2, 1972	788	Norfolk and Western Ry. Co. United Transportation Union.
Francis X. Quinn	Philadelphia, Pa.	May 5, 1972	789	Penn Central Transportation Co. Brotherhood of Locomotive Engineers.
H. Raymond Cluster	Baltimore, Md.	May 26, 1972	790	Baltimore and Ohio R.R. Co. Chesapeake and Ohio Ry. Co. Brotherhood of Locomotive Engineers.
Nicholas H. Zumas	Washington, D.C.	June 7, 1972	791	Chicago, Milwaukee, St. Paul, and Pacific R.R. Co. Brotherhood of Railroad Signalmen.
Nelson Bortz	Kitty Hawk, N.C.	June 9, 1972	792	Norfolk and Western Ry. Co. United Transportation Union (E).
Paul D. Hanlon	Portland, Oreg.	June 14, 1972	793	Burlington Northern, Inc. United Transportation Union (E).
H. Raymond Cluster	Baltimore, Md.	June 23, 1972	794	Norfolk and Western Ry. Co. Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.

¹ Vice, Francis B. Murphy, deceased.

² Vice, Francis B. Murphy, deceased.

³ Vice, William H. Coburn, resigned.

⁴ Vice, Arthur Van Wart, resigned.

4. Arbitrators appointed pursuant to Union Shop Agreement, fiscal year 1972

Name	Residence	Date of appointment	Carrier	Organization	Individuals involved
Howard G. Gamser.....	Washington, D.C.....	Apri. 4, 1972	Erie Lackawanna Ry. Co.....	Brotherhood of Maintenance of Way Employees.	Richard H. Heath.

5. Referees Appointed—System Board of Adjustment (Airlines), Fiscal Year 1971

Name	Residence	Date of appointment	Parties
J. Fred Holly	Nashville, Tenn.....	July 7, 1971	Capitol International Airways, Inc., Air Line Pilots Association.
Charles M. Rehms	Ann Arbor, Mich.....	July 15, 1971	Air Line Stewards and Stewardesses Association Trans-World Airlines, Inc.
Arthur Stark	New York, N.Y.....	July 15, 1971 panel.	Air Line Pilots Association (Stewards and Stewardesses Division), Piedmont Airlines, Inc.
William H. Coburn	Washington, D.C.....		
Jacob Seidenberg	Falls Church, Va.....		
William M. Edgett	Baltimore, Md.....		
Edmond W. Schedler Jr.....	Dallas, Tex.....		
Do.....	Dallas, Tex.....	July 22, 1971 panel.	Braniff International, International Brotherhood of Teamsters.
John Criswell	Washington, D.C.....		
William H. Coburn	do.....		
Robert M. O'Brien	South Boston, Mass.....		
John E. Gorsuch	Denver, Colo.....		
Jerre S. Williams	Austin, Tex.....	Aug. 13, 1971	Ozark Air Lines, Inc., International Association of Machinists and Aerospace Workers.
Francis J. Robertson	Washington, D.C.....	Aug. 19, 1971	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Laurence E. Seibel	do.....	do.....	Do.
William M. Edgett	Baltimore, Md.....	Aug. 20, 1971	Do.
William H. Coburn	Washington, D.C.....	do.....	Do.
Irving Markowitz	Syracuse, N.Y.....	do.....	Do.
Arthur T. Jacobs	New York, N.Y.....	do.....	Do.
Richard J. Block	Ann Arbor, Mich.....	Aug. 23, 1971	Do.
William H. Coburn	Washington, D.C.....	Aug. 25, 1971, panel.	Southern Airway, Inc., Air Line Pilots Association.
Francis J. Robertson	do.....		
Howard G. Gamser	do.....		
John H. Dorsey	do.....		
Paul N. Guthrie	Chapel Hill, N.C.....		
Arnold Zack	Boston, Mass.....		
Don Hamilton	Oklahoma City, Okla.....		

Charles W. Ellis	do.	Aug. 26, 1971	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Howard G. Gamser	Washington, D.C.	Aug. 27, 1971	Do.
Robert M. O'Brien	South Boston, Mass.	do.	Do.
James R. Jones	Tulsa, Okla.	Aug. 31, 1971	Do.
Howard G. Gamser	Washington, D.C.	Sept. 10, 1971, panel.	American Airlines, Allied Pilots Association and TAC-MEC.
Francis J. Robertson	do.		
Laurence E. Sibel	do.		
Thomas G. S. Christensen	New York, N.Y.		
Arnold Marshall Zack	Boston, Mass.		
William H. Coburn	Washington, D.C.		
Matthew A. Kelly	New York, N.Y.		
Mrs. Jean T. McKelvey	Rochester, N.Y.		
Don Hamilton	Oklahoma City, Okla.	do.	Braniff International, Air Line Pilots Association.
Gene T. Ritter	Ardmore, Okla.	do.	
Jerre S. Williams	Austin, Tex.	do.	Do.
Edmund W. Schedler, Jr.	Dallas, Tex.		
Byron R. Abernethy	Lubbock, Tex.		
Preston J. Moore	Oklahoma City, Okla.		
Leo C. Brown, S. J.	St. Louis, Mo.	do.	Do.
Don J. Harr	Oklahoma City, Okla.	do.	
Benjamin Rubenstein	Brooklyn, N.Y.	Sept. 13, 1971	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Joseph M. Stone	Washington, D.C.	do.	Do.
William M. Edgett	Baltimore, Md.	do.	Do.
Laurence E. Seibel	Washington, D.C.	do.	Braniff International, International Association of Machinists and Aerospace Workers.
Murray M. Rohman, Jr.	Fort Worth, Tex.	do.	Ozark Air Lines, Air Line Pilots Association (S & S Division).
Charles M. Rehmus	Ann Arbor, Mich.	Sept. 14, 1971	Braniff International, International Association of Machinists and Aerospace Workers.
Benjamin H. Wolfe	Tarrytown, N.Y.	do.	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Thomas L. Hayes	Burlington, Vt.	Sept. 15, 1971	Do.
Alexander B. Porter	Washington, D.C.	Sept. 17, 1971	Do.
Matthew A. Kelly	Larchmont, N.Y.	Sept. 21, 1971	Braniff International, International Association of Machinists and Aerospace Workers.
Clement P. Cull	Teaneck, N.J.	do.	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
John H. Dorsey	Washington, D.C.	Sept. 29, 1971	Do.
Phillip G. Sheridan	Everett, Wash.	Oct. 1, 1971	Wien Consolidated Airlines, Inc., International Association of Machinists and Aerospace Workers.
Joseph M. Stone	Washington, D.C.	Oct. 6, 1971	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Thomas G. S. Christensen	New York, N.Y.	do.	Icelandic Airlines, Inc., International Association of Machinists and Aerospace Workers.
Charles M. Rehmus	Ann Arbor, Mich.	Oct. 4, 1971, panel.	American Airlines, Allied Pilots Association and TAC-MEC.
Russell A. Smith	do.		
Harold M. Weston	New York, N.Y.		
Francis A. O'Neill, Jr.	Manasquan, N.J.		
Leo C. Brown, S. J.	St. Louis, Mo.		
Francis X. Quinn, S. J.	Philadelphia, Pa.		
Jesse Simons	New York, N.Y.		
Howard G. Gamser	Washington, D.C.		Modern Air Transport, Inc., International Association of Machinists and Aerospace Workers.
Francis J. Robertson	do.		
Charles M. Rehmus	Ann Arbor, Mich.	Oct. 18, 1971, panel.	
Hugo L. Black, Jr.	Miami, Fla.		
Laurence E. Seibel	Washington, D.C.		
Thomas L. Hayes	Burlington, Vt.		
Clement P. Cull	Teaneck, N.J.		

5. Referees Appointed—System Board of Adjustment (Airlines), Fiscal Year 1971—Continued

Name	Residence	Date of appointment	Parties
Louis Yagoda.....	New Rochella, N.Y.	Oct. 26, 1971	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Howard G. Gamser.....	Washington, D.C.		
Francis J. Robertson.....	do.		
Laurence E. Seibel.....	do.		
Thomas G. S. Christensen.....	New York, N.Y.		Oct. 27, 1971, panel. Airlift International, Inc., Air Line Pilots Association.
Arnold Marshall Zack.....	Boston, Mass.		
William H. Coburn.....	Washington, D.C.		
Matthew A. Kelly.....	Larchmont, N.Y.		
Charles M. Rehmus.....	Ann Arbor, Mich.		
Russell A. Smith.....	do.		
Harold M. Weston.....	New York, N.Y.		
Francis A. O'Neill, Jr.....	Manasquan, N.J.		
Leo C. Brown.....	St. Louis, Mo.		
Francis X. Quinn, S.J.....	Philadelphia, Pa.		
Jesse Simons.....	New York, N.Y.		
Joseph M. Stone.....	Washington, D.C.		
Mrs. Jean T. McKelvey.....	Rochester, N.Y.		do. American Airlines, Allied Pilots Association and TAC-MEC.
Miss Eva Robins.....	New York, N.Y.		
Harry Platt.....	Detroit, Mich.		
Nathan Cayton.....	Washington, D.C.		
Thomas L. Hayes.....	Burlington, Vt.		
Jacob Seidenberg.....	Falls Church, Va.		
Edmond Schedler, Jr.....	Dallas, Tex.		
Leo C. Brown, S.J.....	St. Louis, Mo.	Nov. 12, 1971	
Morris L. Myers.....	San Francisco, Calif.	Nov. 16, 1971	
Francis J. Robertson.....	Washington, D.C.	Nov. 26, 1971	
Francis A. O'Neill, Jr.....	Manasquan, N.J.	Dec. 14, 1971	National Airlines, Inc., Air Line Pilots Association. Continental Airlines, Inc., International Association of Machinists and Aerospace Workers. Trans-World Airlines, Air Line Stewards and Stewardesses Association. Seaboard World Airlines, Transport Workers Union of America.
John H. Dorsey.....	Washington, D.C.		
Jerre S. Williams.....	Austin, Tex.		Dec. 17, 1971, panel No. 1. Pan American World Airways, International Brotherhood of Teamsters.
Laurence E. Seibel.....	Washington, D.C.		
Gene T. Ritter.....	Ardmore, Okla.		
Jesse Simons.....	New York, N.Y.		
Matthew A. Kelly.....	Larchmont, N.Y.		
Louis Yagoda.....	New Rochella, N.Y.		
William H. Coburn.....	Washington, D.C.		
William M. Edgett.....	Baltimore, Md.		
Morris P. Glushien.....	New York, N.Y.		
Robert E. Stevens.....	Rochester, N.Y.		
Miss Eva Robins.....	New York, N.Y.		Dec. 17, 1971, panel No. 2. Do.
Leo C. Brown.....	St. Louis, Mo.		
Charles W. Ellis.....	Oklahoma City, Okla.		

Francis A. O'Neill, Jr.	Manasquan, N.J.	} Dec. 17, 1971, panel No. 3.	Do.
Joseph M. Stone	Washington, D.C.		
Milton Friedman	New York, N.Y.		
Don Hamilton	Oklahoma City, Okla.		
Robert Franden	Tulsa, Okla.		
Joseph Shister	Buffalo, N.Y.	} Dec. 17, 1971, panel No. 4.	Do.
John Criswell	Washington, D.C.		
Francis J. Robertson	do.		
Kieran P. O'Gallagher	Chicago, Ill.		
Seymour Strongin	Washington, D.C.		
Peyton Miller Williams	Oklahoma City, Okla.	} Dec. 17, 1971, panel No. 5.	Do.
Robert M. O'Brien	South Boston, Mass.		
Arthur Stark	New York, N.Y.		
Thomas J. Kenan	Oklahoma City, Okla.		
Leverett Edwards	Fort Worth, Tex.		
Harry H. Platt	Detroit, Mich.	} Dec. 17, 1971, panel No. 6.	Do.
Jacob Seldenberg	Falls Church, Va.		
Melvin L. Rosenbloom	Lake Forest, Ill.		
Francis X. Quinn, S.J.	Phila., Pa.		
Martin I. Rose	New York, N.Y.		
Walter L. Gray, Sr.	Oklahoma City, Okla.	} Dec. 17, 1971, panel No. 7.	Do.
Arnold Marshall Zack	Boston, Mass.		
Clement P. Cull	Teaneck, N.Y.		
Herbert Mesigh	Oklahoma City, Okla.		
Jerome J. Lande	New York, N.Y.		
Benjamin H. Wolf	Terrytown, N.Y.	} Dec. 17, 1971, panel No. 7.	Do.
Mrs. Jean T. McKelvey	Rochester, N.Y.		
Louis L. Szep	Oklahoma City, Okla.		
Nicholas H. Zumas	Washington, D.C.		
Thomas L. Hayes	Burlington, Vt.		
Don J. Harr	Oklahoma City, Okla.	} Dec. 17, 1971, panel No. 7.	Do.
Alfred H. Brent	East Northport, N.Y.		
Thomas G. S. Christensen	New York, N.Y.		
Jay Kramer	Great Neck, N.Y.		
Dean MacD Greiner	Bristol, Va.		
Jerre S. Williams	Austin, Tex.	} Dec. 17, 1971, Braniff International, International Brotherhood of Teamsters. panel.	Do.
Walter Lee Gray, Sr.	Oklahoma City, Okla.		
Herbert Mesigh	do.		
Edmond W. Schedler, Jr.	Dallas, Tex.		
Louis L. Szep	Oklahoma City, Okla.		
Jerre S. Williams	Austin, Tex.	} Dec. 29, 1971, panel.	Do.
Walter Lee Gray, Sr.	Oklahoma City, Okla.		
Herbert Mesigh	do.		
Edmond W. Schedler, Jr.	Dallas, Tex.		
Louis L. Szep	Oklahoma City, Okla.		

5. Referees Appointed—System Board of Adjustment (Airlines), Fiscal Year 1971—Continued

Name	Residence	Date of appointment	Parties
Nelson M. Bortz.....	Kitty Hawk, N.C.	Jan. 6, 1972, panel No. 1.	Modern Air Transport, Inc., Air Line Pilots Association.
William M. Edgett.....	Baltimore, Md.		
Charles M. Rehms.....	Ann Arbor, Mich.		
John Criswell.....	Washington, D.C.		
Miss Eva Robins.....	New York, N.Y.		
Howard G. Gamser.....	Washington, D.C.	Jan. 6, 1972, panel No. 2.	Do.
Nicholas H. Zumas.....	do.		
Rev. Leo C. Brown.....	St. Louis, Mo.		
John H. Dorsey.....	Washington, D.C.		
Robert M. O'Brien.....	South Boston, Mass.		
Francis A. O'Neill, Jr.....	Manasquan, N.J.	Jan. 6, 1972, panel No. 3.	Do.
Frank W. McCulloch.....	Washington, D.C.		
Edmond W. Schedler, Jr.....	Dallas, Tex.		
Arnold Marshall Zack.....	Boston, Mass.		
Laurence E. Seibel.....	Washington, D.C.		
Francis J. Robertson.....	do.	Jan. 11, 1972	Alaska Airlines, Air Line Pilots Association.
William H. Coburn.....	do.		
N. Thompson Powers.....	do.		
Matthew A. Kelly.....	Larchmont, N.Y.		
Harry H. Platt.....	Detroit, Mich.		
Louis L. Szep.....	Oklahoma City, Okla.	Jan. 12, 1972	Ozark Airlines, Inc., Aircraft Mechanics Fraternal Association.
Clement P. Cull.....	Teaneck, N.J.	Jan. 19, 1972	Airlift International, Air Line Employees Association.
Rev. Leo C. Brown.....	St. Louis, Mo.	Feb. 9, 1972 panel No. 1.	Saturn Airways, Air Line Pilots Association.
Francis A. O'Neill, Jr.....	Manasquan, N.J.		
Clement P. Cull.....	Teaneck, N.J.		
Morris L. Myers.....	San Francisco, Calif.		
Peyton Miller Williams.....	Oklahoma City, Okla.		
Jay Kramer.....	Great Neck, N.Y.	Feb. 9, 1972, panel No. 2.	Do.
Charles M. Rehms.....	Ann Arbor, Mich.		
Don J. Harr.....	Oklahoma City, Okla.		
Francis A. O'Neill, Jr.....	Manasquan, N.J.		
Thomas L. Hayes.....	Burlington, Vt.		
Robert O. Boyd.....	Washington, D.C.	Feb. 9, 1972, panel No. 2.	Do.
Den Hamilton.....	Oklahoma City, Okla.		
Howard W. Kleeb.....	Vienna, Va.		
Jerro S. Williams.....	Austin, Tex.		
John E. Gorsuch.....	Denver, Colo.		
Preston J. Moore.....	Oklahoma City, Okla.		

Paul N. Guthrie.....	Chapel Hill, N.C.....	} Feb. 11, 1972, panel.	Piedmont Airlines, Inc., Air Line Pilots Association (Stewards and Stewardesses Division).
Robert G. Williams.....	Charlotte, N.C.....		
Francis A. O'Neill, Jr.....	Manasquan, N.J.....		
L. W. Horning.....	Sarasota, Fla.....		
William H. Coburn.....	Washington, D.C.....		
Thomas L. Hayes.....	Burlington, Vt.....	} Feb. 16, 1972	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Herbert Mesigh.....	Oklahoma City, Okla.....		
John H. Dorsey.....	Washington, D.C.....		
Francis A. O'Neill, Jr.....	Manasquan, N.J.....		
Don Hamilton.....	Oklahoma City, Okla.....		
Edmond W. Schedler, Jr.....	Dallas, Tex.....	do.....	Airlift International, Inc., Air Line Pilots Association.
Herbert Mesigh.....	Oklahoma City, Okla.....	do.....	Braniff International and International Association of Machinists and Aerospace workers.
David M. Helfeld.....	Rio Piedras, P.R.....	do.....	Do.
		do.....	Caribbean Atlantic Airlines, Inc., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Clement P. Cull.....	Teaneck, N.J.....	} Feb. 14, 1972, panel.	Pan American World Airways, International Brotherhood of Teamsters.
Leverett Edwards.....	Fort Worth, Tex.....		
Francis A. O'Neill, Jr.....	Manasquan, N.J.....		
Jay Kramer.....	Great Neck, N.Y.....		
Nelson M. Bortz.....	Kitty Hawk, N.C.....		
Arnold Marshall Zack.....	Boston, Mass.....	} Mar. 7, 1972	National Airlines, Inc., Air Line Pilots Association.
William Gombberg.....	Philadelphia, Pa.....		
Jerome G. Greene.....	Miami, Fla.....		
Thomas L. Hayes.....	Burlington, Vt.....	Mar. 14, 1972	Compagnie Nationale Air France. International Association of Machinists and Aerospace Workers.
Howard G. Gamser.....	Washington, D.C.....	Mar. 16, 1972	Do.
Arnold Marshall Zack.....	Boston, Mass.....	do.....	Do.
Rev. Leo C. Brown, S.J.....	St. Louis, Mo.....	do.....	National Airlines, Inc., International Association of Machinists and Aerospace Workers.
Howard G. Gamser.....	Washington, D.C.....	} Mar. 9, 1972	Eastern Airlines, Inc., Non-Management Salaried Employees.
Francis J. Robertson.....	do.....		
David M. Helfeld.....	Rio Piedras, P.R.....		
Rev. Leo C. Brown, S.J.....	St. Louis, Mo.....	} Mar. 31, 1972, panel No. 1.	National Airlines, Air Line Pilots Association (Stewards and Stewardesses Division).
Howard G. Gamser.....	Washington, D.C.....		
Francis J. Robertson.....	do.....		
Laurence E. Selbel.....	do.....		
Thomas L. Hayes.....	Burlington, Vt.....		
Miss Eva Robins.....	New York, N.Y.....	} Mar. 31, 1972, panel No. 2.	Do.
Francis J. Robertson.....	Washington, D.C.....		
Jerre S. Williams.....	Austin, Tex.....		
Mrs. Jean T. McKelvey.....	Rochester, N.Y.....		
Thomas L. Hayes.....	Burlington, Vt.....		
William H. Coburn.....	Washington, D.C.....	} Mar. 31, 1972, panel No. 3.	Do.
John H. Dorsey.....	do.....		
Howard W. Kleeb.....	Vienna, Va.....		
Jerome G. Greene.....	Miami, Fla.....		
Robert M. O'Brien.....	South Boston, Mass.....		
Edmond W. Schedler, Jr.....	Dallas, Tex.....	} Mar. 31, 1972, panel No. 3.	Do.
Joseph A. Sickles.....	Potomac, Md.....		
Mrs. Alice B. Grant.....	Rochester, N.Y.....		
J. Thomas Rimer Jr.....	New York, N.Y.....		
Joseph Edward Cole.....	Junction City, Kans.....		

5. Referees Appointed—System Board of Adjustment (Airlines), Fiscal Year 1971—Continued

Name	Residence	Date of appointment	Parties
Don Hamilton.....	Oklahoma City, Okla.	Mar. 31, 1972, panel.	Texas International Airlines, Inc., International Association of Machinists and Aerospace Workers.
Florian Bartosic.....	Detroit, Mich.		
Don J. Harr.....	Oklahoma City, Okla.		
Jerre S. Williams.....	Austin, Tex.		
Edmond W. Schedler.....	Dallas, Tex.	Apr. 3, 1972, panel No. 1.	Southern Airways and Air Line Pilots Association.
Francis J. Robertson.....	Washington, D.C.		
Jerre S. Williams.....	Austin, Tex.		
William Gomborg.....	Philadelphia, Pa.		
Thomas L. Hayes.....	Burlington, Vt.		
Howard W. Kleeb.....	Vienna, Va.		
William H. Coburn.....	Washington, D.C.		
John H. Dorsey.....	do.	Apr. 3, 1972, panel No. 2	Do.
Jerome G. Greene.....	Miami, Fla.		
Robert M. O'Brien.....	South Boston, Mass.		
Edmond W. Schedler, Jr.....	Dallas, Tex.		
Joseph A. Sickles.....	Potomac, Md.		
J. Thomas Rimer, Jr.....	Austin, Tex.	Apr. 4, 1972, panel.	Prinair and Air Line Pilots Association.
Joseph Edward Cole.....	Atlantis, Fla.		
David M. Helfeld.....	Junction City, Kans.		
Rev. Leo C. Brown, S.J.....	Rio Piedras, P.R.		
Howard G. Gamser.....	St. Louis, Mo.		
Francis J. Robertson.....	Washington, D.C.		
Laurence E. Seibel.....	do.		
Thomas L. Hayes.....	Burlington, Vt.	Apr. 25, 1972, panel.	Scandinavian Airlines and Air Line Dispatchers Association.
Edmond W. Schedler, Jr.....	Dallas, Tex.		
Arnold Marshall Zack.....	Boston, Mass.		
Thomas L. Hayes.....	Burlington, Vt.		
Jesse Simons.....	New York, N.Y.	May 19, 1972	Braniff Airways and Air Line Pilots Association.
Harold M. Weston.....	do.		
Robert M. O'Brien.....	South Boston, Mass.		
Arthur Stark.....	New York, N.Y.		
Nelson Bortz.....	Kitty Hawk, N.C.	May 24, 1972, panel.	Modern Air Transport and Air Line Pilots Association.
Don Hamilton.....	Oklahoma City, Okla.		
Nicholas H. Zumas.....	Washington, D.C.		
Rev. Leo C. Brown, S.J.....	St. Louis, Mo.		
Francis J. Robertson.....	Washington, D.C.	May 24, 1972, panel.	Modern Air Transport and Air Line Pilots Association.
James J. Sherman.....	Tampa, Fla.		
Don J. Harr.....	Oklahoma City, Okla.		
William H. Coburn.....	Washington, D.C.		
Jerome G. Greene.....	Miami, Fla.		

James J. Sherman.....	Tampa, Fla.....	May 24, 1972	British Overseas Airways Corp. and Communications Workers of America.
Thomas L. Hayes.....	Burlington, Vt.....	May 22, 1972	Air France and International Association of Machinists and Aerospace Workers.
Robert M. O'Brien.....	South Boston, Mass.....	do.....	Do.
Francis J. Roberston.....	Washington, D.C.....	do.....	Do.
Frank J. Dugan.....	Potomac, Md.....	do.....	Do.
Alexander B. Porter.....	Washington, D.C.....	do.....	Do.
Howard G. Gamser.....	do.....	May 23, 1972	Do.
Charles M. Rehmus.....	Ann Arbor, Mich.....	do.....	Do.
Matthew A. Kelly.....	Larchmont, N.Y.....	May 24, 1972	Do.
Nelson M. Bortz.....	Kitty Hawk, N.C.....	May 25, 1972	Do.
Mark L. Kahn.....	Detroit, Mich.....	May 23, 1972	Do.
C. Robert Roadley.....	Falls Church, Va.....	May 22, 1972	Do.
Jerome G. Greene.....	Miami, Fla.....	June 2, 1972	Braniff Interantional, International Association of Machinists and Aerospace Workers.
Morris L. Myers.....	San Francisco, Calif.....	June 2, 1972	Wien Consolidated Airlines, International Association of Machinists and Aerospace Workers.
Preston J. Moore.....	Oklahoma City, Okla.....	June 6, 1972	Braniff International, International Brotherhood of Teamsters.
Mrs. Alice B. Grant.....	Rochester, N.Y.....		
Jerome G. Green.....	Miami, Fla.....		
Robert Franden.....	Tulsa, Okla.....	June 8, 1972,	Braniff International, Air Line Pilots Association (Stewards and Stewardesses Division) ⁴
Joseph Edward Cole.....	Junction City, Kans.....	panel.	
Peyton Miller Williams.....	Oklahoma City, Okla.....		
James J. Sherman.....	Tampa, Fla.....		
Alexander B. Porter.....	Washington, D.C.....		
Eva Robins.....	New York, N.Y.....		
Rev. Leo C. Brown, S.J.....	St. Louis, Mo.....		
C. Robert Roadley.....	Falls Church, Va.....	June 9, 1972,	Do.
Jerre S. Williams.....	Austin, Tex.....	panel.	
Edmond W. Schedler, Jr.....	Dallas, Tex.....		
Herbert Mesigh.....	Oklahoma City, Okla.....		
Robert G. Williams.....	Charlotte, N.C.....		
Alfred H. Brent.....	East Northport, N.Y.....	June 20, 1972	British Overseas Airways Corp., Communications Workers of American.
James J. Sherman.....	Tampa, Fla.....	June 19, 1972	National Airlines, Inc., International Association of Machinists and Aerospace Workers.
Frances A. O'Neill, Jr.....	Manasquan, N.J.....		
James J. Sherman.....	Tampa, Fla.....		
Jacob Seidenberg.....	Falls Church, Va.....	June 20, 1972,	Southern Airways and Air Line Pilots Association.
Rev. Francis X. Quinn, S.J.....	Philadelphia, Pa.....	panel No. 1	
Jesse Simons.....	New York, N.Y.....		
Paul C. Dugan.....	Kansas City, Mo.....		
Howard G. Gamser.....	Washington, D.C.....		
Jason Berkman.....	Miami, Fla.....		
Joseph Edward Cole.....	Junction City, Kans.....		
John H. Dorsey.....	Washington, D.C.....	June 20, 1972,	Do.
Robert Franden.....	Tulsa, Okla.....	panel No. 2	
Jerry L. Goodman.....	do.....		
Alfred H. Brent.....	East Northport, N.Y.....		
N. Thompson Powers.....	Washington, D.C.....		

5. *Referees Appointed—System Board of Adjustment (Airlines), Fiscal Year 1971—Continued*

Name	Residence	Date of appointment	Parties
Nelson Bortz.....	Kitty Hawk, N.C.....	June 20, 1972, panel No. 3.	Do.
Bernard Cushman.....	Washington, D.C.....		
Robert G. Williams.....	Charlotte, N.C.....		
Jerome G. Greene.....	Miami, Fla.....		
Peyton Miller Williams.....	Oklahoma City, Okla.....		
Morrison Handsaker.....	Easton, Pa.....	June 20, 1972, panel No. 4.	Do.
Nicholas H. Zumas.....	Washington, D.C.....		
Robert J. Ables.....	do.....		
Rev. Leo C. Brown, S.J.....	St. Louis, Mo.....		
David M. Helfeld.....	Rio Piedras, P.R.....		
Francis J. Robertson.....	Washington, D.C.....	June 20, 1972, panel No. 5.	Do.
Frank J. Dugan.....	do.....		
Alexander B. Porter.....	do.....		
William M. Edgett.....	Baltimore, Md.....		
Alfred H. Goodman.....	Ponte Vedra Beach, Fla.....		
William H. Coburn.....	Washington, D.C.....	June 20, 1972, panel No. 5.	Do.
C. Robert Roadley.....	Falls Church, Va.....		
Alpheus R. Marshall.....	Atlanta, Ga.....		
James C. Vadakin.....	Coral Gables, Fla.....		
Benjamin Rubenstein.....	Brooklyn, N.Y.....		
J. Harvey Daly.....	Bowie, Md.....	June 19, 1972	National Airlines, Inc., International Association of Machinists and Aerospace Workers.
James J. Sherman.....	Tampa, Fla.....	June 20, 1972	British Overseas Airways Corp., Communications Workers of America.
Alfred H. Brent.....	East Northport, N.Y.....	June 30, 1972	Northwest Airlines, Inc., International Association of Machinists and Aerospace Workers.
Howard A. Johnson ¹	San Leandro, Calif.....		

¹ Vice, James J. Sherman, resigned.

² Vice, Wilmont Sweeney and John Dorsey, resigned.

5a. *Referees Appointed—System Board of Adjustment (Railroads), Fiscal Year 1972*

Name	Residence	Date of appointment	Parties
William H. Coburn.....	Washington, D.C.....	Dec. 8, 1971,	Penn Central Transportation Co., Railroad Food Workers Union.
Matthew A. Kelly.....	Larchmont, N.Y.....	Apr. 17, 1972,	Penn Central Transportation Co., Transport Workers Union of America.

6. Neutral referees appointed pursuant to Public Law 91-518 (Rail Passenger Service Act of 1970—Amtrak) fiscal year 1972

Name	Residence	Date of appointment	Amtrak No.	Parties
Don J. Harr	Oklahoma City, Okla.	July 30, 1971	3-4	Texarkana Union Station Trust, Brotherhood of Railway, Airline and Steamship Clerks, Freight, Handlers, Express and Station Employees.
Howard A. Johnson	Butte, Mont.	Aug. 2, 1971	4-4	New Orleans Union Passenger Terminal, Brotherhood of Railway, Airline and Steamship Clerks, Freight, Handlers, Express and Station Employees.
Frank J. Dugan	Potomac, Md.	Aug. 23, 1971	5-4	The Wichita Union Terminal Ry. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
David L. Kabaker	Cleveland, Ohio	Aug. 3, 1971	6-4	Atchison, Topeka & Santa Fe Ry. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
A. Langley Coffey	Sand Springs, Okla.	Aug. 4, 1971	8-4	Kansas City Terminal Ry. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Leverett Edwards	Fort Worth, Tex.	Aug. 20, 1971	9-4	St. Paul Union Depot Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Arthur Stark	New York, N.Y.	Aug. 18, 1971	10-4	Chicago and Western Indiana R.R. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Gene T. Ritter	Ardmore, Okla.	Aug. 12, 1971	11-4	Gulf, Mobile, and Ohio R.R. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
David Dolnick	Chicago, Ill.	July 22, 1971	12-4	Chicago Union Station Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
John H. Dorsey	Washington, D.C.	Aug. 30, 1971	13-4	Norfolk and Western Ry. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Paul D. Hanlon	Portland, Oreg.	July 23, 1971	14-4	Union Pacific R.R. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Francis X. Quinn, S.J.	Philadelphia Pa.	Aug. 5, 1971	17(a)-4	Penn Central Transportation Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Arnold M. Zack	Boston, Mass.	do	17(b)-4	Cleveland Union Terminals Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Harold M. Weston	New York N.Y.	do	17(c)-4	Cincinnati Union Terminal Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Howard G. Gamser	Washington, D.C.	Aug. 18, 1971	18-4	Washington Terminal Co., Brotherhood of Railway, Airline and Steamship Clerk, Freight Handlers, Express and Station Employees.
Matthew Kelly	Larchmont, N.Y.	July 7, 1971	20-4	Delaware and Hudson Ry. Co., Brotherhood of Locomotive Engineers United Transportation Union.
Phillip G. Sheridan	Everett, Wash.	Aug. 31, 1971	22-4	The Denver Union Terminal Ry. Co., Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Leverett Edwards ¹	Fort Worth, Tex.	Dec. 28, 1971	22-4	Do.
Murray M. Rohman	Fort Worth, Tex.	July 6, 1971	23-4	Union Pacific R.R. Co., United Transportation Union.
Kieran P. O'Gallagher	Chicago, Ill.	Dec. 27, 1971	24-4	Illinois Central R.R., United Transportation Union (T-C-E).
Preston J. Moore	Oklahoma City, Okla.	do	25-4	Grand Trunk Western R.R. Co., United Transportation Union.
Morris L. Myers	San Francisco, Calif.	Feb. 16, 1972	1-11	Atchison, Topeka & Santa Fe Ry. Co., and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers Express and Station Employees.
John Dorsey	Washington, D.C.	Mar. 13, 1972	2-11	The Baltimore & Ohio R.R. Co., and United Transportation Union.
Don J. Harr	Oklahoma City, Okla.	Apr. 10, 1972	3-11	Denver Union Terminal Ry. Co., and Brotherhood of Railroad Signalmen.

¹ Vice, Phillip G. Sheridan, resigned.

APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-72

Status of cases	37-year period, 1935-72	Fiscal year 1972	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	480	489	471	472	248	202	136	172
New cases docketed.....	13,854	287	311	316	394	302	413	415	463
Total cases on hand and received.....	13,950	767	800	787	866	550	615	551	635
Cases disposed of.....	13,468	285	320	298	356	289	401	403	496
Cases pending and unsettled at end of period.....	482	482	480	489	510	261	214	148	139
Representation cases									
Cases pending and unsettled at beginning of period.....	24	3	11	10	22	17	22	34	50
New cases docketed.....	4,289	82	75	70	82	62	100	136	176
Total cases on hand and received.....	4,313	85	86	80	104	79	122	170	226
Cases disposed of.....	4,305	77	83	69	82	62	102	137	186
Cases pending and unsettled at end of period.....	8	8	3	11	22	17	20	33	40
Mediation cases									
Cases pending and unsettled at beginning of period.....	72	476	477	458	447	228	173	102	122
New cases docketed.....	9,441	201	234	245	309	235	304	276	286
Total cases on hand and received.....	9,513	677	711	703	756	463	477	378	408
Cases disposed of.....	9,041	205	235	226	271	221	290	264	309
Cases pending and unsettled at end of period.....	472	472	476	477	485	241	187	114	99
Interpretation cases									
Cases pending and unsettled at beginning of period.....	None	1	1	3	3	3	6	0	0
New cases docketed.....	127	4	2	1	3	5	9	3	1
Total cases on hand and received.....	127	5	3	4	6	8	15	3	1
Cases disposed of.....	125	3	2	3	3	5	8	2	1
Cases pending and unsettled at end of period.....	2	2	1	1	3	3	7	1	0

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1972

	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- lines	Rail- road	Air- lines	Rail- road	Air- lines
Total.....	205	90	19	17	5	13	144	61	1	4	2	2	141	55
Mediation agreement.....	104	35	11	9	5	7	67	37	0	2	1	1	66	34
Arbitration agreement.....	1	1	0	0	0	0	1	0	0	0	0	0	1	0
Withdrawn after mediation.....	11	8	1	1	0	1	11	0	0	0	1	0	10	0
Withdrawn before mediation.....	16	13	1	0	0	0	14	2	0	0	0	0	14	2
Refusal to arbitrate by:														
Carrier.....	6	0	0	0	0	1	1	5	0	0	0	1	1	4
Employees.....	15	7	2	0	0	2	11	4	0	0	0	0	11	4
Both.....	2	2	0	0	0	0	2	0	0	0	0	0	2	0
Dismissal.....	50	24	4	7	0	2	37	13	1	2	0	0	36	11

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1972

	Railroads				Airlines			
	Number cases	Number crafts and classes	Employees involved	Number participating	Number cases	Number crafts and classes	Employees involved	Number participating
Total.....	19	23	821	582	58	64	8,591	3,617
DISPOSITION								
Certifications.....	16	20	661	573	39	43	3,681	2,980
Dismissals.....	3	3	160	9	19	21	4,910	637
Total all cases—77.....			9,412	4,199				

TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1972

Major groups of employees	Number of—			
	All types of cases	Representa- tion cases	Mediation cases	Interpreta- tion cases
Grand total, all groups of employees.....	285	77	205	3
Railroad total.....	165	19	144	2
Combined groups, railroad.....	9	1	8	0
Train, engine, and yard service.....	86	10	76	0
Mechanical foremen.....	7	2	4	1
Maintenance of equipment.....	1	0	1	0
Clerical, office, station, and storehouse.....	8	2	6	0
Yardmasters.....	1	0	1	0
Maintenance-of-way and signal.....	9	2	7	0
Subordinate officials in maintenance-of-way.....	2	0	2	0
Agents, telegraphers, and towermen.....	16	0	16	0
Train dispatchers.....	0	0	0	0
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Dining car employees, train and pullman porters.....	1	1	0	0
Patrolmen and special officers.....	1	1	0	0
Marine servicemen.....	8	0	8	0
Miscellaneous railroad.....	16	0	15	1
Airline total.....	120	58	61	1
Combined groups, airline.....	11	6	5	0
Mechanics.....	17	7	9	1
Radio and teletype operators.....	4	3	1	0
Clerical, office, fleet and passenger service.....	22	12	10	0
Stewards, stewardesses, and flight pursers.....	14	3	11	0
Pilots.....	13	5	8	0
Dispatchers.....	22	15	7	0
Meteorologists.....	2	1	1	0
Stock and stores.....	7	3	4	0
Flight engineers.....	2	0	2	0
Flight navigators.....	0	0	0	0
Flight kitchen and commissary employees.....	0	0	0	0
Miscellaneous airline.....	6	3	3	0

TABLE 5.—*Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1972*

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	77	87	9,412	100
Railroad, total.....	19	23	821	9
Dining car employees, train and pullman porters.....	1	1	110	1
Train service.....	0	0	0	0
Engine service.....	9	10	224	2
Yard service.....	0	0	0	0
Mechanical department foremen.....	2	2	48	(1)
Maintenance of equipment.....	0	0	0	0
Clerical, office, station, and storehouse.....	2	2	281	3
Yardmasters.....	0	0	0	0
Maintenance-of-way and signal.....	2	2	37	(1)
Subordinate officials, maintenance of way.....	0	0	0	0
Agents, telegraphers, and towermen.....	0	0	0	0
Train dispatchers.....	0	0	0	0
Technical engineers, architects, draftsmen, etc.....	0	0	0	0
Patrolmen and special officers.....	1	1	103	1
Marine service.....	0	0	0	0
Combined groups, railroad.....	2	5	18	(1)
Miscellaneous, railroad.....	0	0	0	0
Airline, total.....	58	64	8,591	90
Mechanics.....	7	7	640	7
Flight navigators.....	0	0	0	0
Clerical, office, fleet and passenger service.....	12	12	4,802	51
Stock and stores employees.....	3	3	80	(1)
Stewardesses, pursers, and flight attendants.....	3	3	1,754	19
Pilots.....	5	5	103	1
Flight engineers.....	0	0	0	0
Airline dispatchers.....	15	15	717	8
Commisary employees.....	0	0	0	0
Radio and teletype operators.....	3	3	52	(1)
Meteorologists.....	1	1	32	(1)
Combined groups, airline.....	6	12	374	4
Miscellaneous, airline.....	3	3	37	(1)

¹ Less than 1 percent.

TABLE 6.—*Number of crafts or classes certified, and employees involved in representation cases by type of results, fiscal year, 1972*

	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.....	5	246	5	0	0	0	5	246	5
Proved authorizations.....	1	1	(¹)	0	0	0	1	1	(¹)
Representation changed:									
Elections.....	6	115	2	1	155	3	7	270	5
Proved authorizations.....	4	19	(¹)	0	0	0	4	19	(¹)
Representation unchanged:									
Elections.....	3	125	3	0	0	0	3	125	3
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total railroad.....	19	506	12	1	155	4	20	661	13
AIRLINES									
Representation acquired:									
Elections.....	18	627	14	0	0	0	18	627	14
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation changed:									
Elections.....	20	2,737	64	0	0	0	20	2,737	64
Proved authorizations.....	1	44	1	0	0	0	1	44	1
Representation unchanged:									
Elections.....	4	273	5	0	0	0	4	273	5
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total airlines.....	43	3,681	84	0	0	0	43	3,681	84
Total, combined railroad and airlines.....	62	4,187	96	0	0	0	63	4,342	97

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, 1971 to June 30, 1972*¹

Case Number	Carrier	Organization	Craft or class	Number of employees	Date of work stoppage	Date work resumed	Number of days	Issues	Disposition
A-8830	Various Carriers ² .	United Transportation Union, AFL-CIO.	On-Train crewmen..	150,000	July 16, 1971	Aug. 2, 1971	18	Renegotiation of wage rates and rules.	Agreement between the parties.
A-9074	Hughes Air Corp., d.b.a. Air West.	Aircraft Mechanics Fraternal Association.	Aircraft mechanics..	515	Dec. 15, 1971	Apr. 10, 1972	116	Negotiation of employment agreement.	Do.
A-9145	Alitalia.....	International Association of Machinists and Aerospace Workers, AFL-CIO.	Agents, clerks, and teletype operators.	+200	Mar. 9, 1972	May 11, 1972	64	Renegotiation of wage rates.	Do.
A-8621	Saturn Airways, Inc.	Air Line Pilots Association, International, AFL-CIO.	Pilots.....	70	May 20, 1972	May 22, 1972	2	Negotiation for changes in the pilots' employment agreement.	Do.

¹ Not included are those strikes of less than 24 hours' duration.² United Transportation Union Struck Union Pacific Ry. Co. and Southern Ry. Co. on July 16, 1971. United Transportation Union struck Southern Pacific Transportation Co. and Norfolk and Western Ry. Co., on July 24, 1971. United Transportation Union

struck the following railroads on July 31, 1971: Atchison, Topeka & Santa Fe Ry. Co.; Houston Belt and Terminal Co.; Alton and Southern Ry. Co.; Duluth, Missabe, and Iron Range Ry. Co.; Bessemer and Lake Erie R.R. Co.; Elgin, Joliet, and Eastern Ry. Co.

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 1935-72

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
Total:								
1972	6,592	3,674	941	834	177	18	115	833
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	752	749	159	13	84	241
1945	4,665	2,913	735	705	150	8	56	98
1940	4,193	2,708	684	603	108	8	38	44
1935	3,021	2,335	347	334		5		
National organizations:								
1972	6,495	3,616	937	816	173	18	114	821
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	5,150	3,085	774	753	160	14	86	306
1966	5,139	3,077	772	752	160	14	86	278
1965	5,135	3,076	771	752	160	14	86	276
1964	5,133	3,076	771	751	160	14	86	275
1963	5,131	3,076	770	751	160	14	86	274
1962	5,127	3,076	768	749	160	14	86	274
1961	5,126	3,076	768	749	160	14	86	273
1960	5,124	3,076	768	748	160	14	86	272
1959	5,121	3,075	768	748	160	14	86	270
1958	5,111	3,071	766	746	160	14	86	268
1957	5,102	3,062	766	746	160	14	86	268
1956	5,096	3,062	765	745	160	14	85	265
1955	5,086	3,061	759	745	159	14	85	263
1950	4,999	3,040	748	731	155	13	83	229
1945	4,585	2,865	732	687	146	8	56	91
1940	4,128	2,668	681	588	106	8	38	39
1935	2,940	2,254	347	334		6		
Other organizations:								
1972	97	58	4	18	4		1	12
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			5
1935	81	81						

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-72 inclusive

ALL DIVISIONS						
Cases	38-year period 1935-72	1972	1971	1970	1969	1968
Open and on hand at beginning of period.....		3,015	3,692	4,277	5,024	5,346
New cases docketed.....	71,751	847	882	921	978	1,395
Total number of cases on hand and docketed.....	71,751	3,862	4,574	5,198	6,002	6,741
Cases disposed of.....	69,202	1,313	1,559	1,506	1,724	1,717
Decided without referee.....	12,807	29	150	31	34	150
Decided with referee.....	32,005	975	789	806	1,092	1,064
Withdrawn.....	24,390	309	618	669	598	503
Open cases on hand close of period.....	2,549	2,549	3,015	3,692	4,278	5,024
FIRST DIVISION						
Open and on hand at beginning of period.....		2,054	2,650	2,940	3,299	3,508
New cases docketed.....	42,712	66	69	192	164	35
Total number of cases on hand and docketed.....	42,712	2,120	2,719	3,132	3,463	3,867
Cases disposed of.....	40,948	356	665	482	523	568
Decided without referee.....	10,862	23	146	27	32	110
Decided with referee.....	11,122	220	41	12	66	140
Withdrawn.....	18,964	113	478	443	425	318
Open cases on hand close of period.....	1,764	1,764	2,054	2,650	2,940	3,299
SECOND DIVISION						
Open and on hand at beginning of period.....		137	156	186	304	380
New cases docketed.....	6,437	190	162	179	138	211
Total number of cases on hand and docketed.....	6,437	327	318	365	442	591
Cases disposed of.....	6,281	* 171	181	209	256	287
Decided without referee.....	732	4	0	1	0	36
Decided with referee.....	4,600	* 164	171	195	253	236
Withdrawn.....	949	3	10	13	3	15
Open cases on hand close of period.....		156	137	156	186	304

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-72 inclusive—Continued

THIRD DIVISION						
Cases	38-year period 1935-72	1972	1971	1970	1969	1968
Open and on hand at beginning of period.....		779	829	1,087	1,324	1,361
New cases docketed.....	19,768	425	565	470	578	715
Total number of cases on hand and docketed.....	19,768	1,204	1,394	1,557	1,902	2,076
Cases disposed of.....	19,247	683	¹ 615	728	815	751
Decided without referee.....	910	2	4	3	1	1
Decided with referee.....	14,429	¹ 528	498	529	664	596
Withdrawn.....	3,905	² 165	111	196	150	154
Open cases on hand close of period.....	521	521	779	829	1,087	1,324
FOURTH DIVISION						
Open and on hand at beginning of period.....		45	57	64	97	97
New cases docketed.....	2,834	166	86	80	98	111
Total number of cases on hand and docketed.....	2,834	211	143	144	195	208
Cases disposed of.....	2,714	91	98	87	131	111
Decided without referee.....	311	0	0	0	1	3
Decided with referee.....	1,832	63	79	70	109	92
Withdrawn.....	571	28	19	17	21	16
Open cases on hand close of period.....	120	120	45	57	64	97

¹ Second awards rendered on 11 cases withdrawn.

² Second awards rendered on 1 case decided by referee.

³ Does not include a remand from the Court on Award 5540 (docket No. 5415-I) rendered by Referee Coburn. Does not include remanded Award 6318, docket No. 6054 (BN(GN)-EW), rendered by Referee Simons, previously docketed and deadlocked. Does not include remanded Award 6319, docket No. 6065 C&O-MA, rendered by Referee Simons, previously docketed and deadlocked.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1972

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	Mainte- nance of way employees	Tele- graphers	Dispatcher
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 R.R. 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 & North Western Transportation Co.	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	BLE	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 R.R. 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
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

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1972—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	Dispatcher
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.....	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
Monongahela Ry.....	UTU	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	BLE	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
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	(#)	(#)	(#)	BRAC	(#)
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	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1972

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
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	-----	(*)	(*)
Boston & Maine Corp.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	SA	UTSE
Burlington Northern.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Canadian Pacific Lines in Maine.					BRCA		BRS			
Central of Georgia Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	UTSE
Central R.R. 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 & North Western Transportation Co.	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	MMFA	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-Lackawanna 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 R.R. 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	-----	(*)	(*)

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1972—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	Mechanical foremen and supervisors	Dining car stewards	Dining car cooks and waiters
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
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
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	B3	SMWIA	IBEW	BRCA	IBFO	IBEW	-----	(*)	(*)
Northwestern Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	LU	(*)	(*)
Penn Central Transportation Co.....	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	BRS	ARSA	UTU	TWU
Pennsylvania Reading Seashore Lines.....	IAM&AW	(*)	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Pittsburgh & Lake Erie RR.....	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	ATW	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	ARSA	X	HRE
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.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE

See footnotes at end of table.

TABLE 10a.—Employee representation on selected air carriers as of June 30, 1972

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Steward- esses and purser	Radio and teletype operators	Mechanics	Clerical, office, stores, fleet and passenger service	Stock and stores
Airlift, International	ALPA		TWU		ALPA		IAM&AW	ALEA ¹	IBT
Alaska Airlines, Inc.	ALPA			IAM&AW	ALPA		IAM&AW		
Allegheny Airlines, Inc.	ALPA			LU	ALPA		IAM&AW		IAM&AW
American Airlines, Inc.	APA	FEIA		TWU	TWU	TWU	TWU	TWU ¹	TWU
Braniff International	ALPA			ADA	ALPA	IBT	IAM&AW	IBT ¹	IBT
Caribbean Atlantic Airlines	ALPA			BRAC	TWU	IUAEPF	IUAEPF	BRAC	
Continental Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW		IAM&AW
Delta Air Lines, Inc.	ALPA			PAFCA					
Eastern Air Lines, Inc.	ALPA	ALPA		IAM&AW	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			TWU	ALPA		IAM&AW	ALEA	
Hughes d/b/a Air West	ALPA			TWU	ALPA		AMFA	ALEA ¹	IAM&AW
National Airlines, Inc.	ALPA	FEIA		TWU	ALPA	CWA	IAM&AW	ALEA ¹	IAM&AW
North Central Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW	ALEA ¹	IAM&AW
Northeast Airlines, Inc.	ALPA			ALDA	TWU	TWU	IAM&AW	TWU	(?)
Northwest Airlines, Inc.	ALPA	IAM&AW	TWU	ALDA	ALPA	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			TWU	ALPA		IAM&AW		IAM&AW
Seaboard World Airlines, Inc.	ALPA	IBT	TWU		IUA	TWU	TWU		TWU
Southern Airways, Inc.	ALPA			SADA	TWU				SASEA
Texas-International Airlines, Inc.	ALPA			TWU	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	IAM&AW	ALPA	CWA	IAM&AW		IAM&AW
Western Airlines, Inc.	ALPA	ALPA		TWU	ALPA	CWA	IBT	BRAC ¹	IBT

See footnotes at end of table.

TABLE 10b.—Employee representation on selected rail carriers as of June 30, 1972

Railroad (MARINE)	Licensed deck employ- ees	Licensed engine- room employ- ees	Un- licensed deck employ- ees	Un- licensed engine- room employ- ees	Capt- tains, lighters, grain boats	Holst- ing engi- neers	Float- watch- men, bridge- men, bridge operators	Cooks, chefs, waiters
Ann Arbor RR.....	GLLO	MEBA	SIU	SIU				SIU
Atchison, Topeka & Santa Fe Ry.	MMP	MEBA	IUP	IUP				
Baltimore and Ohio RR..	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	ATW				
Pere Marquette District.	MMP	GLLO	NMU	NMU				NMU
Chicago, Milwaukee, St. Paul & Pacific RR.	MMP	MEBA	IUP	IUP				IUP
Erie-Lackawanna Ry.....	MMP	MEBA	SIU	TWU	TWU	TWU	ATW	
Grand Trunk Western RR.	GLLO	MEBA	NMU	NMU				NMU
Long Island RR.....	MMP	MEBA	TWU	TWU			IBT	
Missouri-Illinois RR.....	MMP	MEBA	MMP	MEBA				
Norfolk & Western Ry....	GLLO	MEBA	ATW	ATW	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 RR.....	MMP	MEBA	IUP	IUP				

¹ Only a portion of the craft or class.

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

[#] 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.
ATW	International Union of District 50, Allied and Technical Workers of the United States and Canada.
AMS	Association of Mechanical Supervisors.
BB	International Brotherhood of Boilermakers, 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.
BRS	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. ¹
USWA	United Steelworkers of America.
UTSE	United Transport Service Employees.
UTU	United Transportation Union.
WRSA	Western Railway Supervisors Association.

¹ Name changed to International Union of District 50, Allied and Technical Workers of the United States and Canada.

AIRLINES

DA	Air Transport Dispatchers Association.
LDA	Air Line Dispatchers Association.
LEA	Air Line Employees Association.
LFA	Air Line Pilots Association.
MFA	Aircraft Mechanics Fraternal Association.
PA	Allied Pilots Association.
RAC	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
WA	Communications Workers of America.
EIA	Flight Engineers' International Association.
UAEPR	Independent Union of Airline Employees of Puerto Rico.
AM&AW	International Association of Machinists and Aerospace Workers.
BT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.
GFA	International Guild of Flight Attendants.
LU	Local Union.
PAFCA	Professional Airline Flight Control Association.
SADA	Southern Airways Dispatchers Association.
ASEA	Southern Airways Stores Employees Association.
FWU	Transport Workers Union of America.

MARINE

ITW	International Union of District 50. Allied and Technical Workers Union of the United States and Canada.
LLO	Great Lakes Licensed Officers' Organization.
LA	International Longshoremen's Association.
UOE	International Union of Operating Engineers.
UP	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. ¹

¹ Name changed to International Union of District 50, Allied and Technical Workers of the United States and Canada.

