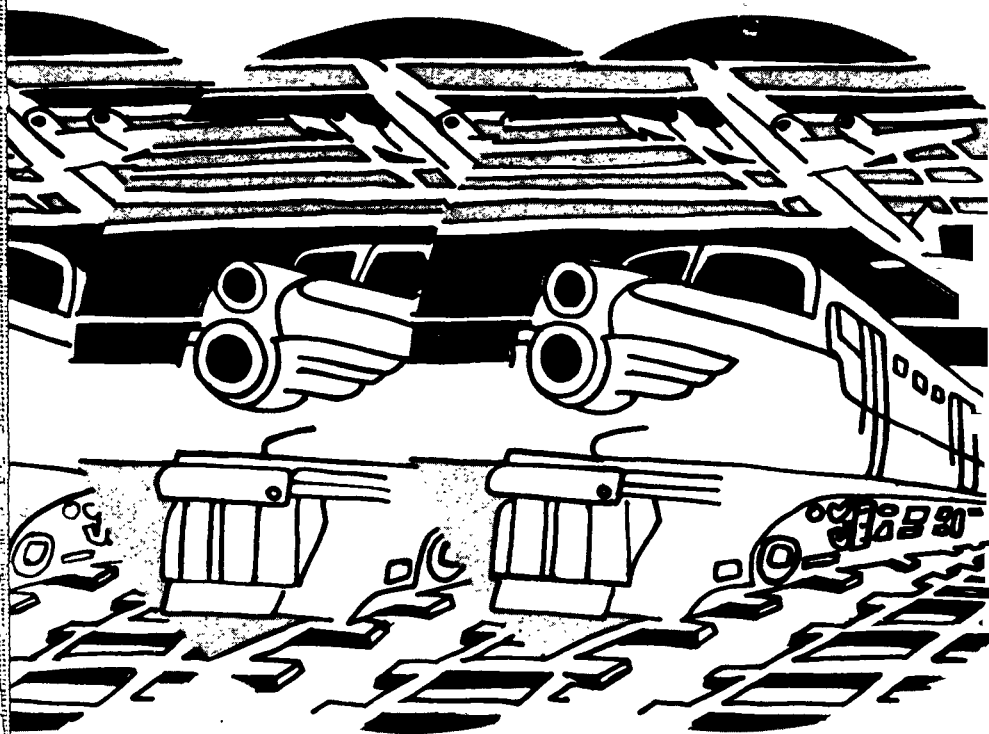


# Thirty-Ninth Annual Report of the National Mediation Board

Including  
The Report of the National  
Railroad Adjustment Board



For The Fiscal Year Ended June 30, 1973



*Thirty-Ninth*  
ANNUAL REPORT OF THE  
NATIONAL  
MEDIATION  
BOARD

INCLUDING  
THE REPORT OF THE  
NATIONAL RAILROAD  
ADJUSTMENT BOARD



*For the Fiscal Year Ended June 30, 1973*

U.S. GOVERNMENT PRINTING OFFICE  
WASHINGTON : 1974



**NATIONAL MEDIATION BOARD**

*Fiscal Year Ended June 30, 1973*

---

DAVID H. STOWE, *Chairman*

GEORGE S. IVES, *Member*

KAY McMURRAY, *Member*

THOMAS A. TRACY, *Executive Secretary*<sup>1</sup>

ROWLAND K. QUINN, JR., *Staff Mediation Director*<sup>2</sup>

RICHARD R. KASHER, *General Counsel*

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

---

<sup>1</sup> Retired June 30, 1973; Succeeded by Rowland K. Quinn, Jr.

<sup>2</sup> Succeeded by E. B. Meredith, Staff Mediator.

## 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 Law, No. 442 73rd Congress, approved June 21, 1934, I have the honor to submit the Thirty-ninth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1973, together with the annual report of the National Railroad Adjustment Board, as required by Section 3, First (w), of the same Act.

Kay McMurray, *Chairman*



## CONTENTS

	Page
Letter of transmittal .....	III
I. Summary and observances .....	1
1. Strikes .....	11
2. Threatened strikes .....	13
3. Items of special interest .....	15
II. Record of cases .....	19
1. Cases handled by the Board .....	19
2. Disposition of cases .....	20
3. Major groups of employees involved in cases .....	20
4. Record of mediation cases .....	21
5. Election and certification of representatives .....	21
III. Mediation disputes .....	23
1. Problems in mediation .....	24
IV. Representation disputes .....	28
1. Rules and regulations .....	30
V. Arbitration and Emergency Boards .....	34
1. Arbitration Boards .....	34
2. Emergency Boards—section 10, Railway Labor Act ....	38
VI. Wage and rule agreements .....	41
1. Agreements covering rates of pay, rules, and working conditions .....	41
2. Notices regarding contracts of employment .....	41
VII. Interpretation and application of agreements .....	43
1. Interpretation of mediation agreements .....	43
2. National Railroad Adjustment Board .....	44
3. Airline Adjustment Boards—System Boards of Adjust- ment (Airline) .....	45
4. Special Boards of Adjustment (Railroad) .....	46
5. P.L. Boards (pursuant to Public Law 89-456 of June 20, 1966) .....	46
6. Amtrak Rail Worker Protection Plan Certified by Hodg- son .....	49
VIII. Organization and finances of National Mediation Board .....	59
1. Organization .....	59
2. Financial statement .....	60

### APPENDIX A

Report of National Railroad Adjustment Board .....	61
--	----

### APPENDIX B

Neutral arbitrators and referees appointed .....	73
1. Neutrals appointed—P.L. Boards .....	73
2. Arbitrators appointed—Arbitration Boards .....	79
3. Arbitrators appointed—Special Board of Adjustment .....	81
4. Arbitrators appointed—Union Shop Agreements .....	82
5. Referees appointed—System Board of Adjustment .....	83
6. Neutral referees appointed—(Rail Passenger Service Act of 1970) (Amtrak) .....	87

# **APPENDIX C** **LIST OF TABLES**

Table No.

	Page
1. Number of cases received and disposed of, fiscal years 1935-72 ----	88
2. Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1972 -----	89
3. Representation cases: Disposition by craft or class, employees in- volved and participating, fiscal year 1972 -----	90
4. Number of cases disposed of by major groups of employees, fiscal year 1972 -----	90
5. Number of crafts or classes and number of employees involved in representation cases by major groups of employees, fiscal year 1972 -----	91
6. Number of crafts or classes certified and employees involved in representation cases by types of results, fiscal year 1972 -----	92
7. Strikes in the railroad and airline industries, July 1, 1971 to June 30, 1972 -----	93
8. Number of labor agreements on file with the National Mediation Board according to type of labor organizations, by class of car- riers, fiscal years 1935-72 -----	94
9. Cases docketed and disposed of by the National Railroad Adjust- ment Board, fiscal years 1935-72 -----	95
10. Employee representation on selected rail and air carriers as of June 30, 1972 -----	97



## 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, 1973. 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.<sup>1</sup>

Because of the importance of the transportation service provided by the railroads and because of the peculiar problems en-

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

countered in this industry, special and separate legislation was enacted to avoid interruptions to interstate commerce as a result of unsettled labor disputes.

In 1934 the original Act was amended and supplemented in important procedural respects. Principally, these amendments provided for: (1) Protection of the right of employees to organize for collective bargaining purposes; (2) a method by which the National Mediation Board could 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.<sup>2</sup>

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

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

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

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

In addition to these major duties, the Board has other duties imposed by law among which are: The interpretation of agreements made under its mediatory auspices; the appointment of neutral referees when requested by the various divisions of the National Railroad Adjustment Board to make awards in cases that have reached deadlock; the appointment of neutrals when requested to sit with system and special boards of adjustment, also public law boards; certain duties prescribed by the Act in connection with the eligibility of labor organizations to participate in the selection of the membership of the National Railroad Adjustment Board; and also the duty of notifying the President of the United States when labor disputes arise which in the judgment of the Board threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service. In such cases the President may in his discretion appoint an emergency board to investigate and report to him on the dispute.

## ***Labor Disputes Under the Railway Labor Act***

The Railway Labor Act provides procedures for the 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 appropriate method of ascertaining the duly designated and authorized representative of the employees. The Board upon completion of its investigation certifies the name of the representative and the carrier then is required to 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 circum-

stances of the dispute, and personality of the representatives of the parties. It is here that the skill of the mediator, based on extensive knowledge of the problems in the industries served, and the accumulated experience the Board has acquired is put to the test. In mediation the Board does not decide how the issue between the parties must be settled, but it attempts to lead the parties through an examination of facts and alternative considerations which will terminate in an agreement acceptable to the parties. 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 Section 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 39 years the National Mediation Board has been in existence, 183 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 in 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 un-



der 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, al-

though 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 eight work stoppages occurring during fiscal year 1973 in industries covered by the Railway Labor Act. Three of these stoppages occurred in the airline industry and five occurred in the railroad industry.

Work stoppages of short duration (less than 24 hours) or those involving a few employees which were settled without the intervention of 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-9123-Northwest Airlines and Air Line Pilots Association*

This strike, which began June 30, 1972, and ended October 2, 1972, involved some 1,620 pilots and concerned the complete revision of the previous labor agreement. The dispute was resolved by a mediation agreement reached with the participation of Na-

tional Mediation Board Chairman David H. Stowe and Assistant Secretary of Labor W. J. Usery, Jr.

**A-9174—*River Terminal Railway Company and Brotherhood of Locomotive Engineers***

This strike, involving some 50 engineers, began August 13, 1972, and ended August 16, 1972, with the execution of a mediation agreement. The dispute involved proposals of both parties relating to changes in rates of pay, rules, working conditions, and other terms of the existing agreement.

**File C-4236—*REA Express, Inc. and Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees***

On October 20, 1972, approximately 15,350 employees withdrew from service when the parties were unable to resolve issues relating to wages and rules. The company sought, and was granted, a temporary restraining order which halted the stoppage on October 23, 1972.

As part of the Court's order, it was requested that a poll be taken, for its information, of the views of the employees on the question of whether the employees preferred to accept the last offer made by REA or to resume the strike. At the joint request of the parties, the Board acceded to the court request and did conduct a poll.

On February 5, 1973, the Board notified the parties of the employees' desire to resume the stoppage, although a stoppage did not occur until May 3, 1973. After about three hours, the parties, in direct talks, reached agreement.

**A-9167—*Long Island Rail Road and Non-Operating Employees Conference Committee***

This dispute resulted in Emergency Board No. 182 which is summarized in Chapter V of this report.

**A-9138, Subs 1-10—*Penn Central Transportation Company and United Transportation Union***

This is a continuing dispute resulting from the parties inability to agree on a reduction in train crew size in 1971. This dispute resulted in Emergency Board No. 180 which was summarized in the last annual report. Following that report the parties continued negotiations and litigation. On two separate occasions, the carrier posted notices that it intended to unilaterally implement crew consist changes, however, on both instances, the carrier withdrew its notices without promulgating new crew consist rules. At the time of this report, this matter is still unresolved.

**A-9220 (A), (B), (C)—*Mackey International Air Commuter, Inc. and International Association of Machinists and Aerospace Workers***

A work stoppage began March 29, 1973, when, in spite of protracted and intensive mediation efforts, the parties were unable to agree on terms of three initial contracts covering: (1) Mechanics and Related and Stock Clerks; (2) Clerical, Office, Fleet and Passenger Service Employees; and (3) Stewardesses. After mediation was unsuccessful, the Board urged the parties to submit the controversy to voluntary arbitration, but the proffer of

arbitration was declined. At the close of the fiscal year June 30, 1973, the work stoppage was still underway.

**A-9182—*Port Authority Trans-Hudson Corporation and Brotherhood Railway Carmen of the United States and Canada***

This dispute resulted in Emergency Board No. 183 which is summarized in Chapter V of this report.

**A-9238—*Ozark Airlines, Inc. and Aircraft Mechanics Fraternal Association***

This dispute over the renegotiation of the mechanics agreement halted operations of this air carrier on April 19, 1973. After intensive mediation efforts, the parties signed a mediation agreement. This agreement was subsequently ratified by the union membership and the work stoppage ended on July 2, 1973.

## **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. 182 (E.O. 11679), issued  
August 19, 1972.

Long Island Rail Road Company and certain of its employees represented by the Non-Operating Employees Conference Committee

No. 183 (E.O. 11694), issued  
January 2, 1973.

Port Authority Trans-Hudson Corporation and certain of its employees represented by the Brotherhood Railway Carmen of the United States and Canada.

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 intent 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.

#### ***Major Disputes—Airlines***

It is interesting to note that the airline industry, during the past fiscal year, achieved a degree of relative stability in labor relations as work stoppages of a major nature were reported by one trunk carrier and one regional carrier compared to the numbers of air carriers reaching collective agreements—many with mediation assistance as shown in Table 2, Appendix C.

#### ***Major Disputes—Railroads***

On March 8, 1973, the National Railway Labor Conference (NRLC) and a joint committee composed of all fifteen (15) National Rail Labor Organizations, announced a tentative agreement on all pension, wages and health and welfare matters covering virtually all Class I rail employees, except for certain railroads that are now in reorganization under bankruptcy proceedings. The agreement, which was reached about 110 days before the June 30 rail industry agreements expiration date, was handled within the collective bargaining framework set forth by the Railway Labor Act, and was reached by the parties in direct talks without need of NMB's mediatory assistance.

The agreement will cover about 500,000 rail employees and provide wages and other benefit increases of approximately 10.7 percent over the 18-month period, July 1, 1973—December 30, 1974.

One of the primary areas of consideration was that of the railroad retirement system. In 1972, the Commission on Railroad Retirement submitted its report to Congress, stating the need for a substantial restructuring to insure the solvency of the system. The current agreement proposes that Congress extend the time of such restructuring 18-months beyond the current July 1, 1973, deadline. Employees in the railroad retirement system now contribute 10.6 percent of their income up to \$900.00 per month, while workers under the Social Security System contribute 5.85 percent of the initial \$10,800 of their annual income.

Although the nation's railroads' half-million employees contributions were matched by industry contributions, as in the social security system, this meant that rail workers had paid almost twice as much as social security contributors. Under the new agreement, the nation's rails have agreed that as of October 1, 1973, they will pick up all costs for the retirement system in excess of the amount paid by workers under the social security system. For rail workers contributing the maximum amount, this will result in a monthly pay check increase of \$42.75 on October

1, 1973, and \$47.50 on January 1, 1974, when railroad retirement contributions are scheduled to increase.

Additionally, the carriers had agreed to extend thru December 31, 1974, temporary benefits of 10, 15, and 20 percent previously scheduled to expire June 30, 1974.

Currently, only women employees on the railroads can voluntarily retire at age 60 with 30 years of service. Effective July 1, 1974, men also will be able to retire under those criteria without any actuarial reduction of their annuities.

Finally, in the area of retirement, the parties will create a Joint Standing Committee to deal with the problems of the major restructuring of the railroad retirement system.

In other areas, the agreement calls for the nation's railroads to cover the cost of administering a national dues check-off system for all signatory labor organizations.

The pact also provides that the current National Hospital, Medical and Surgical and Group Life Insurance agreement, fully paid for by the railroads will be extended from its present expiration date of February 28, 1974, to December 13, 1974. The railroad agreed to pick up any necessary increases in premium cost for existing benefits during the 10-month extension; the maximum individual life-time major medical benefits will be increased from \$50,000.00 to \$250,000.00 as of July 1, 1973.

### **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:

#### ***Arbitration-Switching Limits and Interdivisional Service***

In a significant departure from tradition in the railroad industry, two issues which had previously been handled through the process of mediation are now being resolved by arbitration. By working within the confines of the Railway Labor Act, the National Railway Labor Conference representing the nation's railroads, reached separate agreements with the Brotherhood of Locomotive Engineers and subsequently the United Transportation Union. Currently, by these two agreements, all disputes between the carriers and the operating employees regarding interdivisional service and switching limits will be settled by arbitration.

#### ***Withdrawal of IAM&AW and SMWIA from RED***

Representatives of the International Association of Machinists and Aerospace workers and the Sheet Metal Workers International Association, two of the six rail shopcraft unions which comprised the Railway Employees' Department (AFL-CIO), have disaffiliated from the Department. The Machinists' move came after it announced that it could not agree with the national wage-pension settlement reached by the RED. The Sheet Metal Workers also announced its disaffiliation. In this round of bargaining, the Sheet Metal Workers had sought its own wage and rules goals from the outset. In the recent past, the RED had been given authority to bargain for all six member unions. The remaining

RED member unions include the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers; the International Brotherhood of Electrical Workers; the International Brotherhood of Firemen and Oilers; and the Brotherhood Railway Carmen of the United States and Canada.

#### *Interests Arbitration*

Interests arbitration involves the resolution of disputes concerning changes or modification of collective bargaining agreements as opposed to the disposition of grievances through the interpretation and application of existing agreements.

Disputes concerning changes in rates of pay, rules or working conditions, not adjusted by the parties either in conference or through mediation under the auspices of the National Mediation Board, have been submitted to interests arbitration over 300 times since enactment of the Railway Labor Act. Most recently, the National Railway Labor Conference negotiated national agreements with the United Transportation Union and Brotherhood of Locomotive Engineers which, in part, provide for the use of interests arbitration to resolve disputes between individual carriers and the organization with respect to interdivisional services and switching limits.

We have had similar experiences in the airline industry. For instance the collective bargaining agreements between Pan American World Airways, Inc., and the Flight Engineers International Association contains language providing for interests arbitration to resolve disputed wage, work rule and other working condition controversies which can not be resolved through direct negotiations and mediation under the auspices of the National Mediation Board.

Further comment on this subject with reference to specific Arbitration Boards appears in Chapter V of this report.

#### *CAB Approval of Airline Industrial Relations Conference*

On June 22, 1973, the Civil Aeronautics Board issued a decision approving the establishment of the Airline Industrial Relations Conference subject to certain conditions and modifications. The Air Conference, as it is commonly referred to, is an association of certain domestic and international air carriers and its primary purposes include the formulation of programs designed to promote more consistent positions in future or pending labor negotiations involving member carriers and the collection and dissemination of statistics regarding issues in those talks.

#### *Court Decisions*

*U.S. v. Barr and South Carolina State Ports Authority*, \_\_\_\_ F 2d. \_\_\_\_ (CA 4—September 14, 1972), Certiorari denied, 410 U.S. 909.

The National Mediation Board brought action in the district court, pursuant to Section 2, Ninth of the Railway Labor Act, to obtain certain books and records of the South Carolina State Ports Authority necessary for the Board's investigation of a representation dispute.

The representation application was filed by the International Longshoremen's Association and sought to represent employees



engaged in loading, unloading, warehousing and cargo operations of the South Carolina State Ports Authority. During the course of the Board's preliminary investigation, an issue was raised regarding statutory coverage of the Ports Authority under the Railway Labor Act. A Board mediator conducted a preliminary investigation and a public hearing was held by the National Mediation Board concerning the question of jurisdiction. The Board determined that Railway Labor Act jurisdiction was appropriate, noting that the Ports Authority's facilities contained terminal railroads which were operated as an integral part of such facilities. The operation of these terminal railroad facilities included the movement of freight to and from freight cars owned by interstate carriers, the switching of railroad cars, and the storage of freight moved in interstate and foreign commerce. It was on this basis that the Board found that it had jurisdiction to resolve the representation dispute.

The district court found that the NMB had submitted sufficient proof to establish that its request for access to the books and records of the Ports Authority was not incompetent or irrelevant to the Board's purpose and not arbitrary, capricious, or without foundation. On this basis, the court ordered that the books and records of the Ports Authority be made available to the Board.

The United States Court of Appeals for the Fourth Circuit heard the appeal of South Carolina State Ports Authority and affirmed the district court's determination that the books and records should be made available to the Board. The Court of Appeals held that the question of whether the Ports Authority is a carrier could be determined after administrative remedies had been exhausted (See *U.S. v. Feaster*, 410 F. 2d, 1354, Certiorari denied, 396 U.S. 962).

*International Association of Machinists and Aerospace Workers, AFL-CIO v. Reeve Aleutian Airways*, 469 F. 2d 990 (1973), Certiorari denied, 411 U.S. 982.

The Union sought to change certain terms in a collective bargaining agreement, pursuant to the provisions of Section 6 of the Railway Labor Act. The Carrier did not respond to the Union's notice for change with a Section 6 notice of its own.

After the exhaustion of bargaining procedures, required by the Railway Labor Act, the Union called a strike against the Carrier. The strike lasted approximately one (1) year. When the strike was terminated, no agreement had been reached between the Carrier and the Union concerning the changes or modifications contained in the Union's notice. The Union then notified the Carrier that the collective bargaining agreement continued to remain in full force and effect, including the seniority and dues deduction provisions. The Carrier took the position that there was no longer a contract in effect between the Union and the Carrier.

The Union filed an action in the district court seeking a declaration that a collective bargaining agreement, by operation of law, continues in full force and effect except for those provisions which are modified pursuant to the procedures for change as prescribed by the Railway Labor Act.

The district court, in denying the Union's motion for summary judgment, held that the Railway Labor Act does not operate to

extend the termination date of a contract, and that as a matter of law the particular contract involved expired by its own terms in view of the language contained in the duration clause.

The case was appealed to the United States Court of Appeals for the Ninth Circuit and that Court affirmed the district court's judgment by holding that specific terms in a collective bargaining agreement negotiated under the Railway Labor Act could have the effect of terminating the contract.

The Union's petition for a writ of certiorari was denied by the Supreme Court on May 14, 1973.

The significance of this case is its holding that some contracts negotiated under the provisions of the Railway Labor Act do not continue in full force or effect until modified by the bargaining provisions of the Railway Labor Act. The case is also significant in view of prior reasoning by the United States Supreme Court in the case of *Brotherhood of Railway Airline and Steamship Clerks v. Florida East Coast Railway Company*, 384 U.S. 238 (1966). In that case, which involved the Carrier's desire to change a collective bargaining agreement during the course of a strike, the Supreme Court held that changes in the collective bargaining agreement by the Carrier, except those "reasonably necessary to effectuate its right to continue to run its railroad", could not be made unless the desired changes had been subject to the statutory bargaining procedures of the Railway Labor Act.

## 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*.—Disputes 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 in 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 assigned 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 4,252 "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 C, indicates that the total of all cases formally docketed during fiscal year 1973 was 326. This is 39 more than was docketed in fiscal year 1972. This figure shows an increase of 43 mediation cases and a decrease of 2 representation cases. 2 interpretations of mediation agreements were docketed in 1973 which is 2 less than we docketed in fiscal year 1972.

### **2. DISPOSITION OF CASES**

Table 1 Appendix C, further indicates that a total of 494 cases were disposed of in fiscal year 1973. When this is compared to fiscal year 1972 in which 285 were disposed of there is noted 73% increase of 209 cases overall. This figure shows a decrease in representation cases by 11, 66 in fiscal 1973 and 77 in fiscal 1972. The total of mediation cases disposed of in 1973 was 425 as compared to 205 in fiscal year 1972. This is an increase of 220 mediation cases. The total of interpretation dispositions was 3 in fiscal year 1973. There were also 3 interpretation dispositions in 1972. In the 39 year period, the Board has disposed of 13,962 cases.

### **3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES**

Table 3 Appendix C shows that 20,497 employees were involved in 66 representation cases in fiscal year 1973. This number shows an increase of 11,085 from the prior year. Railroad employees accounted for 7,822 of the total in 21 disputes. Airline disputes, totaling 45 in number, involved 12,675 employees.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 388 cases while airline employees were involved in 106 cases. In the railroad industry the greatest activity was among train, engine, and yard service employees with a total of 328 cases; 5 representation cases, 322 mediation cases, and 1 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, 14 representation and 8 mediation. Mechanics were involved in 19 cases, 6 representation, 11 mediation cases, and 2 interpretations of mediation agreements. Pilots were involved in 19 cases, 5 representation and 14 mediation.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of in fiscal year 1973. Involved in a total of 66 disputes were 71 crafts or classes covering 20,497 employees. There were 21 railroad cases consisting of 21 crafts or classes numbering 7,822 employees involved or 38 percent of all involved.

In the airline industry there were 45 cases consisting of 50 crafts or classes covering 12,675 employees involved or 62 percent of all involved.

#### **4. RECORD OF MEDIATION CASES**

As seen from table 1 Appendix C, mediation cases docketed during fiscal year 1973 totaled 244 which is an increase of 43 cases over fiscal year 1972. The total cases docketed and the number pending from the prior year made 716 cases which were considered by the Board. The Board disposed of 425 cases, leaving 291 cases pending and unsettled at the end of the year.

Table 2 Appendix C summarizes mediation cases disposed of during fiscal year 1973 subdivided into method of disposition, class of carrier, and issues involved. Of the total 425 cases, 366 were railroad while 59 were airline. Mediation agreements were obtained in 87 cases, 54 railroad and 33 airline. Cases withdrawn after mediation totaled 3 which were all railroad cases. Cases withdrawn before mediation totaled 6, 1 in the airline industry and 5 in the railroad industry. Carriers declined to arbitrate unresolved issues in 4 cases, 2 railroad cases and 2 airline cases. The employees refused to arbitrate in 6 cases, 4 in the railroad industry and 2 in the airline industry. Both employees and carriers refused to arbitrate in 3 cases, all in the railroad industry. An arbitration agreement was obtained in 1 case which was in the airline industry. The Board dismissed 315 cases, 295 railroad and 20 airline. Of the total of 366 cases in the railroad industry, class I carriers were involved in 265 disputes, class II carriers in 38 disputes, switching and terminal carriers in 46 disputes, electric railroads in 5, and miscellaneous carriers in 12 disputes.

#### **5. ELECTION AND CERTIFICATION OF REPRESENTATIVES**

Table 3 shows that 4,595 employees actively participated in the outcome of 66 representation cases. Certifications were issued in 28 cases, 17 airline and 11 railroad. Of the 11 railroad cases 11 crafts or classes were involved among 156 employees of which 143 actively participated in the selection of the representative. Of the 17 airline cases 20 crafts or classes were involved among 1,701 employees of which 1,418 actively participated in the selection of the representative.

There were no Certifications based on verification of authorizations issued in fiscal year 1973.

The Board dismissed 38 cases: 10 railroad and 28 airline. The railroad cases involved 7,666 employees of which 102 actively participated and the airline cases involved 10,974 of which 2,932 actively participated.

Table 6 shows that 79 employees in 5 crafts or classes acquired representation for the first time by means of an election by a national organization in the railroad industry. There were no employees that acquired representation by means of a check of authorization. In the airline industry 501 employees in 9 crafts or classes acquired representation for the first time via an election.

A new representative was selected by 39 employees in 4 crafts or classes in the railroad industry by means of an election by a

national organization. Also, in the railroad industry 31 employees in 1 craft or class changed representation to a local union.

In elections among airline employees, 312, representing 6 crafts or classes, elected new bargaining representatives, all national organizations; whereas, 10 airline employees in 1 craft or class elected local organizations. Additionally, 878 airline employees in 4 crafts or classes retained their existing representation following a challenge by another union.

In elections in the railroad industry 7 employees in 1 class or craft retained their same national organization 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 the 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 railroad cases involved 7,666 employees of which 102 actively participated and the airline cases involved 10,974 of which 2,932 actively participated.

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.<sup>6</sup>

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

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

session to recess mediation in order that further direct conferences may be held between the parties to cover preliminary data which should have been explored prior to invoking the services of the Board. Under such circumstances the parties do not have a thorough knowledge of the issues in controversy or the views of the other party. Frequent recesses of this nature do not permit a prompt disposition of the dispute as anticipated by the Act.

In other instances mediation proceeds for only a short time before it becomes apparent that the designated representative of one or both sides lacks the authority to negotiate the dispute to a conclusion. Mediation cannot proceed in an orderly fashion if the designated representative 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 deplores the failure of the parties to cloak their representatives with sufficient authority to conduct negotiations to a conclusion. The general duties of the Act stipulate that all disputes between a carrier or carriers and its or their employees shall be considered and, if possible, decided with expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute.

#### IV. REPRESENTATION DISPUTES

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

Representatives, for the purposes of this Act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employees for the 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 therefore, \* \* \*." 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," ac-

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

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

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

Often the question arises as to who is a party to a representation dispute. Initially, it is well to point out the Board has consistently interpreted the second and third general purpose of the Act along with Section 2, First and Third, to exclude the carrier as a party to Section 2, Ninth, disputes.

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

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

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

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

Section 2, Ninth, clearly states: "In the conduct of any election for the purposes herein indicated the Board shall designate who

may participate in the election and establish the rules to govern the election."

The 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 named on the eligible list is sent a ballot and 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. (No longer than three (3) weeks from the date the ballots are mailed)

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

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

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

## 1. RULES AND REGULATIONS

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

### § 1202.3 *Representation disputes.*

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

§ 1202.4 *Secret ballot.*

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

§ 1202.5 *Rules to govern elections.*

In the conduct of a representation election, the Board shall designate who may participate in the election, which may include a public hearing on craft or class and establish the rules to govern the election, or may appoint a committee of three neutral persons who after hearing shall within 10 days designate the employees who may participate in the election.

§ 1202.6 *Access to carrier records.*

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

§ 1202.7 *Who may participate in elections.*

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

§ 1202.8 *Hearings on craft or class.*

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

§ 1203.2 *Investigation of representation disputes.*

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

§ 1206.1 *Run-off elections.*

(a) If in an election among any craft or class no organization or individual receives a majority of the legal votes cast, or in the event of a tie, a second or run-off election shall be forthwith: *Provided*, That a written request by an individual or organization entitled to appear on the run-off ballot is submitted to the Board within ten (10) days after the date of the report of results of the first election.

(b) In the event a run-off election is authorized by the Board, the names of the two individuals or organizations which received the highest number of votes cast in the first election shall be placed on the run-off ballot, and no blank line on which voters may write in the name of any organization or individual will be provided in the run-off ballot.

(c) Employees who were eligible to vote at the conclusion of the first election shall be eligible to vote in the run-off election except (1) those employees whose employment relationship has terminated, and (2) those employees who are no longer employed in the craft or class.

§ 1206.2 *Percentage of valid authorizations required to determine existence of a representative 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. 18, 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 1973 on disputes submitted to arbitration.

ARB. 313 (Case No. A-9153)—*Burlington Northern, Inc. and Brotherhood Railway Carmen of the United States and Canada Operating through System Federation No. 7, Railway Employees' Department, AFL-CIO*

This Arbitration Board was established by agreement of the parties with respect to the revisions, adjustments and modifications of seniority provisions incorporated in Implementing Agreement No. 1 seeking a more equitable arrangement as between freight and passenger carmen.

After hearing the parties or their representatives and considering the testimony, exhibits and arguments presented, The Board filed its award on November 9, 1972. The award amended certain provisions of the Implementing Agreement affecting some classes and classifications. A formula for the retention of prior rights at certain points is included where such seniority dates are identical, determination of seniority standing will be made by (1) service with the Carrier, (2) age, (3) by lot.

ARB. 314 (Case No. A-8830)—*The Baltimore and Ohio Railroad Company and United Transportation Union*

By Agreement dated January 20, 1972, the parties submitted a dispute to arbitration concerning the Carrier's proposal to extend certain existing yard switching limits. The Arbitration Board was composed of C. J. Schuler representing the Company, J. J. Kelly representing the Union, and John H. Dorsey, Esquire, Neutral Member and Chairman appointed by the National Mediation Board.

This dispute was initiated by the Carrier's letter of March 3, 1972, which listed some seven proposed switching limits extensions,

ostensibly, as in the bi-lateral Agreement of January 27, 1972, "... to the end that efficient and adequate switching service may be provided and industrial development facilitated." The Union agreed that the geographical extension would accomplish this, however, it asked for certain guarantees in exchange. These included the application of selected existing work rules, settlement of claims arising under those rules, equalization of time between road and yard crews, and the establishment of new road crews under certain condition.

The Board, in its Award dated December 4, 1972, decided that the only attack the Union could make on the Carrier's proposal was that it would not provide efficient and adequate switching services, or facilitate industrial development within the contemplation of the pertinent section of the January 27, 1972, Agreement. The Board stated that the Union had no contractual standing to demand further consideration from the Carrier, and additionally, since the Carrier had a vested contractual right to effectuate said proposal, it was so awarded.

**ARB. 315 —*Southern Pacific Transportation Company (Texas & Louisiana Lines) and Brotherhood of Locomotive Engineers***

Members of the Arbitration Board were J. D. Davis representing the Carrier, A. F. Zimmerman representing the Organization and Howard A. Johnson, Neutral Member and Chairman, selected by the parties and appointed by the National Mediation Board.

This Arbitration Board was established by agreement of the parties to decide upon the terms for the establishment of Interdivisional, Interseniority District, Intradivisional and/or Intraseniority District Service (Freight and Passenger) under Article VIII of the National Agreement of May 13, 1971.

The Board issued a detailed and comprehensive Award on May 17, 1973, relating to the establishment of "Interdivisional" service between certain terminals together with criteria to be used in the application of the operation.

**ARB. 316 (Case No. A-8830)—*Southern Pacific Transportation Company (Texas and Louisiana Lines) and United Transportation Union (C&T)***

Members of the Arbitration Board were J. D. Davis representing the Carrier, C. W. Morgan representing the Organization and Preston J. Moore Neutral Member and Chairman, selected by the parties and appointed by the National Mediation Board.

The Award filed by the Board on November 13, 1972, set forth the conditions for establishing interdivisional runs in through freight service between San Antonio and Houston, Texas for conductors and brakemen.

**ARB. 318 (Case No. A-8830)—*The Chesapeake and Ohio Railway Company and United Transportation Union***

Members of the Arbitration Board were B. G. Upton representing the Carrier, J. E. Burke representing the Organization and Milton Friedman, Neutral Member and Chairman appointed by the National Mediation Board.

This Arbitration Board was established to determine the issue of the Carrier's proposal to extend switching limits in eight areas.

The Board, in filing its award on December 1, 1972, found there was justification for extending the switching limits in four of the eight locations proposed by the carrier.

**ARB. 320 (Case No. A-8830)—*The Central Railroad Company of New Jersey and United Transportation Union***

Members of the Arbitration Board were J. R. Walsh representing the Carrier, W. J. Weil representing the Union, and Francis X. Quinn, Neutral Member and Chairman, appointed by the National Mediation Board.

The Arbitration Board was established by agreement of the parties with respect to the Carrier's proposal to extend the switching limits of Elizabethport Yard on the basis that improved transit time and relief from congestion in the Yard would offer further opportunity to attract business. The Organization believed such a change was not necessary, but if granted, should be done so on the condition that any extended limits would fall under the yard rules and yard rates of pay.

In its Award, dated October 30, 1972, the Board granted the Carrier's proposal to change the switching limits of the Elizabethport Yard, however, the Board further stated that the extended limits would come under the jurisdiction of Yard rules and Yard rates of pay.

**ARB. 321—*Certain Carriers represented by the National Carriers' Conference Committee and Certain of their Employees represented by the Railroad Yardmasters of America***

The members of this Board included Mr. A. J. Otto, Jr., representing the Organization, Mr. R. E. Loomis representing the Carrier, and Dr. Jacob Seidenberg, chosen by the parties and appointed by the National Mediation Board.

The Board met to decide the question "Is the notice or proposal of the Railroad Yardmasters of America, dated September 27, 1971, for a rule reading as follows:

'No position filled by a yardmaster in existence on September 27, 1971, shall be abolished or discontinued except by agreement between the carrier and the organization'

prohibited under the provisions of Article VII, Sec. 3 of the National Agreement of April 23, 1971, between the parties?"

After hearings in full presentation of the facts, the Board decided the question in the affirmative.

**ARB. 323—*St. Louis-San Francisco Railway Company and Brotherhood of Locomotive Engineers***

Members of the Arbitration Board are J. J. Ratcliff representing the Carrier, A. F. Zimmerman representing the Union, and Harold M. Weston, Neutral Member and Chairman, selected by the parties and appointed by the National Mediation Board.

The issue in dispute related to the conditions that would govern the establishment of interdivisional service primarily in the form of through freight train service in three separate locations.

The Award of the Board, presented on January 31, 1973, was lengthy and must necessarily be condensed and summarized. The Award included:

- Statements relative to terminals of the interdivisional freight runs;
- The exact mileage, percentage, or ratio of miles or basis thereof, which engineers on the separate interdivisional runs would be allowed;
- Details of the Schedule Rules changes for interdivisional service engineers;
- Protection afforded engineers adversely affected by the establishment of interdivisional runs;
- Procedure for establishment of interdivisional engineers pools and initial runs;
- And several other matters and conditions related to establishment of interdivisional runs.

**ARB. 324—*Penn Central Transportation Company and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Local Union No. 84)***

Members of the Arbitration Board were J. J. Maher representing the Carrier, William F. Genoese representing the Organization and Howard G. Gamser, Neutral Member and Chairman, appointed by the National Mediation Board.

This Arbitration Board was established by agreement of the parties to determine the following issue:

"What, if any, additional wage increases are the employees subject to this Agreement entitled for the period January 1, 1971 to April 1, 1971?"

Accordingly, after hearing the testimony and arguments presented by the parties and full consideration of the matter in issue, the Board filed its award on March 12, 1973, answering the question in the negative.

**ARB. 328 (Case No. A-8830)—*Penn Central Transportation Company and United Transportation Union***

Arbitration Board Members included Robert Brown representing the Carrier and J. J. Kelly representing the Organization. The Neutral Member and Chairman was Milton Friedman, selected by the parties and appointed by the National Mediation Board.

This Arbitration Board was established by agreement of the parties concerning the Carrier's proposal to extend yard switching limits of Dunkirk, New York, some six miles to include Silver Creek. The Carrier based its request on the position that the change would provide efficient and adequate switching service for industries at Silver Creek. The Organization contended that the number of cars handled annually at Silver Creek was less than 25 and the extension was unnecessary.

On June 11, 1973, the Board awarded the extension of the yard switching limits. The Carrier, in the Board's opinion, had shown that more efficient and adequate switching service would be provided, however minimal.

## **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 of 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, 1973.

Emergency Board No. 182 (NMB Case A-9167)—*Long Island Rail Road Company and certain of its employees represented by the Non-Operating Employees Conference Committee*

This Emergency Board was created by Executive Order 11679 issued by President Nixon on August 19, 1972, and consisted of Matthew A. Kelly, Larchmont, NY, Chairman; C. Robert Roadley, Falls Church, VA, Member; and James M. Harkless, Washington, DC, Member.

This dispute involved 12 unions represented by the Non-Operating Employees Conference Committee which served a notice of

demands to change certain terms in existing agreements covering rates of pay, rules, and working conditions. The Organization was seeking a general wage increase consisting of: (a) an across the board increase of 17 cents per hour; (b) an additional wage increase of 29 percent; (c) a reduction in weekly hours of work from 40 to 30 with no loss of pay; (d) time and one-half for Saturday and double time for Sunday; (e) improvements in such areas as holidays, vacations, health and welfare, sick leave, contracting out, and others.

The Board in its report to the President on October 30, 1972, recommended wage increases of 6 percent per year for each year of a contract covering the period from January 1, 1972, through and including December 31, 1973. In addition, the Board recommended improvements in many of the other areas under consideration. The recommendations of the Board were not accepted and the Union initiated a work stoppage in November which was not ended until an *ad hoc* committee proposed a three-year contract. The terms of that agreement provided wage increases of 6 percent in each of the first two years and 10 percent in the final year. The contract also provided improvements in other areas of the agreement.

Emergency Board No. 183 (NMB Case No. A-9182)—*Port Authority Trans-Hudson Corporation and Brotherhood Railway Carmen of the United States and Canada*

This Emergency Board was created by Executive Order 11694, dated January 2, 1973, and consisted of Alexander B. Porter, Washington, DC, Chairman; Hillard Kreimer, Pittsburgh, PA, Member; and Eva Robins, New York City, NY, Member.

This dispute resulted from an inability of the parties to agree on improvement in wages and certain fringe benefits of the 200 members of the Organization who are primarily engaged in the repair, maintenance, inspection, and cleaning of rail car equipment and its appurtenances.

The Organization was seeking general wage increases of 7 percent retroactive to February 14, 1972, 7 percent effective June 14, 1972, and 10 percent effective February 13, 1973, for the proposed agreement period of February 14, 1972, to February 13, 1974. This demand was based on the primary contention that although at one time it had been the wage leader among the rail and transit units in the New York City Metropolitan area, its wage position was now at or below that of the other units.

After both *ex parte* and public hearings, the Board submitted its report which included a two-year contract, from February 14, 1972, to and including February 14, 1974, with a 6.6 percent wage increase retroactive to February 14, 1972, and a final 7.9 percent wage increase one year later on February 14, 1973. The report also included improvements in meal allowances and vacations.

The recommendations of the Board were not accepted and the Organization scheduled a work stoppage for March 1, 1973, but subsequently postponed it until April 1, 1973, at which time a strike did occur. When the parties reached agreement, the terms were virtually identical to the recommendations of the Emergency Board. However, the terms did provide a somewhat longer contract with productivity standards included for the latter portion of the agreement.



## **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 agreement 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 39-year period of 1935-73. During the last fiscal year, there were seven initial agreements, all four in the airline industry. A total of 6,781 agreements are on file in the Board's offices. Of this number 863 are with air carriers.

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

### **2. NOTICES REGARDING CONTRACTS OF EMPLOYMENT**

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

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

Order No. 1 was issued August 14, 1934, by the Board requiring that notices regarding the Railway Labor Act shall be posted and maintained continuously in a readable condition on all the usual and customary bulletin boards giving information to employees and at other places as may be necessary to make them accessible

to all employees. Such notices shall not be hidden by other papers or otherwise obscured from view.

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

## **VII. INTERPRETATION AND APPLICATION OF AGREEMENTS**

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

### **1. INTERPRETATION OF MEDIATION AGREEMENTS**

Under Section 5, Second, of the Railway Labor Act, the National Mediation Board has the duty of interpreting 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 1973, the Board was called upon to interpret the terms of two mediation agreements which, added to the two requests on hand at the beginning of the fiscal year, made a total of four under consideration. At the conclusion of the fiscal year, three requests had been disposed of leaving one still pending. Since the passage of the 1934 amendment of the Act, the Board has disposed of 128 cases under the provisions of Section 5, Second, of the Railway Labor Act, as compared to a total of 6,117 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 39 year existence the adjustment board has received 72,667 cases and disposed of 70,589. Table 9 of this report shows that 1,387 were disposed of in fiscal 1973—1,164 by decision with referee, 15 by decision without referee and 208 by withdrawal. In fiscal year 1973, 916 new cases were received compared with 847 received during fiscal year 1972.

### **3. AIRLINE ADJUSTMENT BOARDS**

There is no national adjustment board for settlement of grievances of airline employees as for railway workers. Section 205 of the amended Act provides for establishment of such a board when it shall be necessary in the judgment of the National Mediation Board. Although these provisions have been in effect since 1936, the Board has not deemed a national board necessary.

Gradually, over the years, as more and more crafts or classes of airline employees have established collective bargaining relationships, the employees and carriers have agreed upon grievance handling procedures with final jurisdiction resting with a system board of adjustment. Such agreements usually provide for designation of neutral referees to break deadlocks. Where the parties are unable to agree upon a neutral to serve as referee, the National Mediation Board is frequently called upon to name such neutrals. Such referees serve without cost to the Government and although the Board is not required to make such appointments under the law, it does so upon request in the interest of promoting stable labor relations on the airlines. With the extension of collective bargaining relationships to most airline workers, the requests upon the Board to designate referees have increased considerably.

A list of all persons designated by the National Mediation Board

to serve as referees with system boards of adjustment is shown in Appendix B.

#### 4. SPECIAL BOARDS OF ADJUSTMENT—RAILROADS

Special boards of adjustment are tribunals set up by agreement usually on an individual railroad, and with a single labor organization of employees, to consider and decide specifically agreed to dockets of disputes arising out of grievances or out of the interpretation or application of provisions of a collective bargaining agreement. Such disputes normally would be sent to the National Railroad Adjustment Board for adjudication as provided in Section 3 of the Railway Labor Act, but in these instances, the parties by agreement adopt the special board procedure in order to secure prompt disposition of these disputes.

The special board of adjustment procedure had its inception in the late 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 members, 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 5, 1957 (*BRT v. CRI RR Co.*, 353 U.S. 30).

Special boards of adjustment continued to function during the past year. There were 25 new special boards of adjustment created during this period. A total of 56 boards convened. These boards had disposed of 1,412 cases as of June 30, 1973. This figure compares with 895 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 supplant the special board of adjustment procedure, which has been utilized by many representatives of carriers and employees by agreement over the past 20 years, and also reduce the caseload of various divisions of the National Railroad Adjustment Board.

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

During the past year 214 public law boards were established and 348 convened. Of the boards convened, 11 involved purely procedural issues; 335 boards dealt solely with the merits of specific grievances; and 2 boards considered both procedural and substantive issues. Public law boards disposed of 4,538 cases by award in fiscal 1973 as compared to 3,178 cases in fiscal year 1972.

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**

Then 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. (AMTRAK).

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 and does so for displaced and dismissed employees for up to 6 years.

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 AMTRAK'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 to 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.

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

12. *Losses from home removal.*—(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of Railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by Railroad for any loss suffered in the sale of his home or 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 employees shall not be entitled to any of the benefits of this Appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under



the same conditions as apply to other employees under this Appendix, with the National Railroad Passenger Corporation or any carrier for which application for employment has been made in accordance with this section.

#### ***Article IV***

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

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

#### ***Article V***

1. It is the intent of this Appendix to provide employee protections which meet the requirements of Section 405 of the Act and are not less than the benefits established pursuant to section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in wording and organization from arrangements earlier developed under Section 5(2)(f) have been necessary to make such benefits applicable to contemplated discontinuances of intercity rail passenger service affecting a great number of railroads throughout the nation. In making such changes it is not the intent of this Appendix to diminish such benefits. Thus, the terms of this Appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established pursuant to section 5(2)(f) of the Interstate Commerce Act.

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

## **THE NATIONAL RAILROAD PASSENGER CORPORATION AGREEMENT**

### **APPENDIX C-2**

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

#### ***Section 7.3. Labor Protection Costs.***

Railroad shall provide fair and equitable arrangements to protect the interests of its employees affected by the discontinuance of Intercity Rail Passenger Service whether occurring before, on

or after January 1, 1975, to the extent required by and on the terms and conditions set forth in Appendix C-1.

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

(b) Within sixty (60) days after May 1, 1971, Railroad shall furnish to NRPC a list of those job positions to be occupied by employees of Railroad as will be necessary for the provision of services by Railroad for NRPC pursuant to Section 3.1, and Section 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 Six 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 United States 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 Six hereof after final determination.

(c) In the event Railroad is required, pursuant to Section 3.2, and Section 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.

A list of the neutral referees designated by the National Mediation Board pursuant to the provisions of Appendix C-1, Article 1, Section 4(a) and Article 1, Section 11(a) of the Railroad Passenger Service Act of 1970 are contained in Appendix B, Table 6.

## 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 on 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	Edward F. Hampton
Charles H. Callahan	Thomas C. Kinsella
Jack W. Cassle	Warren S. Lane
Robert J. Cerjan	Robert B. Martin
Ralph T. Colliander	E. B. Meredith
A. Alfred Della Corte	Charles A. Peacock
Francis J. Dooley	Walter L. Phipps
Robert J. Finnegan	William H. Pierce
Arthur J. Glover	Joseph W. Smith
	John B. Willits

## Financial Statement

For the fiscal year 1973, the Congress appropriated \$2,888,000 for administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediations, \$1,152,141; voluntary arbitration and emergency disputes, \$61,312; adjustment of railroad grievances, \$1,592,580.

Accounting of all moneys appropriated by Congress for the fiscal year 1973, 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 -----	\$2,226,242
Personnel benefits -----	135,483
Travel and transportation of persons -----	280,620
Rent, communications, and utilities -----	70,684
Printing -----	17,287
Other services -----	48,050
Supplies and materials -----	12,107
Equipment -----	15,560
Unobligated balance -----	81,967
Amount available -----	\$2,888,000

## REGISTER

### MEMBERS, NATIONAL MEDIATION BOARD

<i>Name</i>	<i>Appointed</i>	<i>Terminations</i>
William M. Leiserson -----	July 21, 1934	Resigned May 31, 1939.
James W. Carmalt -----	do -----	Deceased Dec. 2, 1937.
John M. Carmody -----	do -----	Resigned Sept. 30, 1935.
Otto S. Beyer -----	Feb. 11, 1936	Resigned Feb. 11, 1943.
George A. Cook -----	Jan. 7, 1938	Resigned Aug. 1, 1946.
David J. Lewis -----	June 3, 1939	Resigned Feb. 5, 1943.
William M. Leiserson -----	Mar. 1, 1943	Resigned May 31, 1944.
Harry H. Schwartz -----	Feb. 26, 1943	Term expired Jan. 31, 1947.
Frank P. Douglass -----	July 3, 1944	Resigned Mar. 1, 1950.
Francis A. O'Neill, Jr. -----	Apr. 1, 1947	Resigned April 30, 1971.
John Thad Scott, Jr. -----	Mar. 5, 1948	Resigned July 31, 1953.
Leverett Edwards -----	Apr. 21, 1950	Resigned July 31, 1970.
Robert O. Boyd -----	Dec. 28, 1953	Resigned Oct. 14, 1962.
Howard G. Gamser -----	Mar. 11, 1963	Resigned May 31, 1969.
Peter C. Benedict -----	Aug. 9, 1971	Deceased April 12, 1972
Georges S. Ives -----	Sept. 19, 1969	Term expires July 1, 1975
David H. Stowe -----	Dec. 10, 1970	Term expires July 1, 1976
Kay McMurray -----	Oct. 5, 1972	Term expires July 1, 1974.

## APPENDIX A

### NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

NAYLOR, G. L., *Chairman*

McDERMOTT, E. J., *Vice Chairman*

ALTUS, W. W., JR.	HEARN, W. O.
ANDERSON, D. S.	HERRINGTON, C. H. <sup>5</sup>
BRAIDWOOD, H. F. M.	HIRST, W. A.
CARLISLE, J. E.	HORSLEY, E. T.
CARTER, P. C.	JOHNSON, J. R.
CRAWFORD, C. M.	JONES, W. B.
CROW, H. E. <sup>2</sup>	KRASSOW, C. V. <sup>4</sup>
DEHAGUE, G. R. <sup>3</sup>	MILLER, D. A.
DULA, A. D.	MYLES, A. E.
ERICKSON, J. P.	O'LEARY, R. F.
EUKER, W. F.	RIORDAN, F. P.
FLETCHER, J. C.	SMITH, R. W.
GABRIEL, Q. C.	SNELL, W. F., JR.
GODFREY, J. S.	STANTON, F. J. <sup>1</sup>
HAESAERT, E. J.	TIPTON, J. R.
HARPER, H. G.	YOUHN, G. M.

Accounting for all moneys appropriated by Congress for the fiscal year 1973, 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 -----

\$721,000

Transferred from National Mediation Board -----

23,000

\$744,000

#### Expenditures:

Salaries of employees -----	\$361,069
Salaries of referees -----	248,221
Personnel benefits -----	38,849
Travel expenses (including referees) -----	43,584
Transportation of things -----	240
Communication services -----	21,474
Printing and reproduction -----	5,869
Other contractual services -----	20,915
Supplies and materials -----	3,717
Equipment -----	62
Total expenditures -----	744,000

Unexpended balance -----

-0-

<sup>1</sup> Replaced J. D. Landry.

<sup>2</sup> Replaced T. F. Strunk.

<sup>3</sup> Replaced R. E. Stenzinger.

<sup>4</sup> Replaced J. W. Whitehouse.

<sup>5</sup> Replaced H. C. Fehner.

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

Name	Title	Salary Paid	Duties
<b>ADMINISTRATION</b>			
Carvatta, Roy J.....	Administrative officer.....	\$24,341.20	Subject to direction of National Mediation Board, administers N.R.A.B. governmental affairs.
Swanson, Ronald A.....	Assistant Administrative officer.....	13,579.60	Accounting and auditing.
Brasch, Rosemarie.....	Clerical assistant.....	10,203.20	Assists in accounting and auditing.
Tuttle, George J.....	do.....	10,005.20	Do.
Sumner, Elsie J.....	Secretary.....	4,549.80	Secretarial, stenographic.
Parker, Bruno J.....	Clerk.....	8,270.40	Clerical.
<b>DIVISIONAL</b>			
Killeen, Eugene A.....	Executive secretary.....	21,887.76	Administration of affairs of the four Divisions.
Paulos, Angelo W.....	Assistant Executive secretary.....	13,054.80	Assists executive secretary.
Dever, Nancy J.....	Secretary (administrative assistant).....	10,998.80	Secretarial, stenographic and clerical.
Hudson, Lucile B.....	do.....	9,891.20	Do.
Lamborn, Dorothy T.....	do.....	13,300.40	Do.
Tuttle, Dolores A.....	do.....	10,203.20	Do.
Czerwonka, Veronica C.....	Clerk (typing).....	9,247.20	Clerical and typing.
Wozniak, Bernice C.....	do.....	9,098.40	Do.
<b>SECRETARIAL</b>			
Adams, Henrietta V.....	Secretary.....	12,062.80	Secretarial, stenographic and clerical.
Arnold, Eleanore L.....	do.....	10,826.40	Do.
Backstrom, Joan M.....	do.....	10,203.20	Do.
Donfris, Victoria D.....	do.....	10,514.40	Do.
Fisher, Doris S.....	do.....	11,439.60	Do.
Glassman, Sarah.....	do.....	10,203.20	Do.
Harding, Edna L.....	do.....	11,127.60	Do.
Keating, Mary Alice M.....	do.....	9,891.20	Do.
LaChance, Kathleen V.....	do.....	11,439.60	Do.
Loughrin, Catherine A.....	do.....	10,826.40	Do.
Morgan, Ruth B.....	do.....	11,750.80	Do.
Price, Georgia L.....	do.....	10,514.40	Do.
Schiller, Betty J.....	do.....	11,127.60	Do.
Smith, Joan M.....	do.....	12,062.80	Do.
Smith, Lois E.....	do.....	4,743.08	Do.
Stanger, Dianne M.....	do.....	10,826.40	Do.
Sullivan, Josephine A.....	do.....	11,127.60	Do.
Vorphal, Joan A.....	do.....	11,750.80	Do.

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

Name	Title	Salary Paid	Duties
REFEREES—FIRST DIVISION			
Abernethy, Byron R.: 31 days @ \$138.48 per day.....		\$ 4,292.88	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Bailer, Lloyd H.: 3½ days @ \$138.48 per day.....		484.68	
Dolnick, David: 1 day @ \$138.48 per day.....		138.48	Do.
Dorsey, John H.: 40¼ days @ \$138.48 per day.....		5,573.82	Do.
Hamilton, Don: 4½ days @ \$138.48 per day.....		623.16	Do.
Malkin, John M.: 37½ days @ \$138.48 per day.....		5,193.00	Do.
Moore, Preston J.: 17 days @ \$138.48 per day.....		2,354.16	Do.
O'Brien, Robert M.: 84 days @ \$138.48 per day.....		11,632.32	Do.
Quinn, Francis X.: 18½ days @ \$138.48 per day.....		2,561.88	Do.
Seidenberg, Jacob: 16 days @ \$138.48 per day.....		2,215.68	Do.
Wyckoff, Hubert C.: 3 days @ \$138.48 per day.....		415.44	Do.
Zumas, Nicholas H.: 31 days @ \$138.48 per day.....		4,292.88	Do.
SECOND DIVISION			
Bergman, Irving T.: 106¼ days @ \$138.48 per day.....		\$14,782.74	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Franden, Robert A.: 34 days @ \$138.48 per day.....		4,708.32	
Harr, Don J.: 4 days @ \$138.48 per day.....		553.92	Do.
Lieberman, Irwin M.: 93 days @ \$138.48 per day.....		12,878.64	Do.
McGovern, John J.: 40 days @ \$138.48 per day.....		5,539.20	Do.
Schedler, Edmund W., Jr.: 14¼ days @ \$138.48 per day.....		2,042.58	Do.
Shapiro, Irving R.: 92½ days @ \$138.48 per day.....		12,774.78	Do.
Williams, Robert G.: 2½ days @ \$138.48 per day.....		346.20	Do.

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

Name	Title	Salary Paid	Duties
THIRD DIVISION			
Blackwell, Frederick R.: 191 days @ \$138.48 per day .....		\$26,449.68	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Brent, Alfred H.: 81 days @ \$138.48 per day .....		11,216.88	
Cole, Joseph E.: 57½ days @ \$138.48 per day .....		7,997.22	Do.
Cull, Clement: 7 days @ \$102.55 per day .....		717.85	Do.
Devine, Arthur W.: 52½ days @ \$138.48 per day .....		7,270.20	Do.
Dorsey, John H.: 28 days @ \$138.48 per day .....		3,877.44	Do.
Dugan Paul C.: 5 days @ \$138.48 per day .....		692.40	Do.
Edgett, William M.: 45½ days @ \$138.48 per day .....		6,266.22	Do.
Franden, Robert A.: 5 days @ \$138.48 per day .....		692.40	Do.
Hayes, Thomas L.: 38½ days @ \$138.48 per day .....		5,296.86	Do.
Hays, Burl E.: 15½ days @ \$101.81 per day .....		1,578.06	Do.
Lieberman, Irwin M.: 111 days @ \$138.48 per day .....		15,371.28	Do.
O'Brien, Robert M.: 78 days @ \$138.48 per day .....		10,801.44	Do.
Ritter, Gene T.: 96½ days @ \$138.48 per day .....		13,363.32	Do.
Roadley, C. Robert: 41½ days @ \$86.65 per day .....		3,595.98	Do.
Rubenstein, Benjamin: 64½ days @ \$138.48 per day .....		8,931.96	Do.
Sickles, Joseph A.: 34 days @ \$138.48 per day .....		4,708.32	Do.
Weston, Harold M.: 2 days @ \$138.48 per day .....		276.96	Do.
FOURTH DIVISION			
O'Brien, Robert M.: 74 days @ \$138.48 per day .....		\$10,247.52	Sat with division as a member to make awards upon failure of division to agree or secure majority vote.
Weston, Harold M.: 93 days @ \$138.48 per day .....		12,878.64	



# FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Illinois 60604

## MEMBERSHIP

W. F. EUKER, *Chairman*  
DON A. MILLER, *Vice Chairman*

J. E. CARLISLE  
Q. C. GABRIEL  
W. A. HIRST  
E. T. HORSLEY  
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 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 1972-1973.

*Cases Docketed Fiscal Year 1972-1973; 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>
Atchison, Topeka & Santa Fe	1	Detroit, Toledo & Ironton	1
Baltimore & Ohio	3	Grand Trunk Western	6
Belt Railway of Chicago	13	Indiana Harbor Belt	1
Burlington Northern	2	Kansas City Terminal	1
Carbon County	1	Louisville & Nashville	5
Chicago & Eastern Illinois	2	Penn Central	3
Chicago & Northwestern	1	Soo Line	1
Colorado & Southern	4	Southern	1
Colorado & Wyoming	1	Wenifrede	1
Denver & Rio Grande Western	11	Total	61

*Cases docketed fiscal year 1972-1973; classified according to Organization Party to submission:*

<i>Name of Organization</i>	<i>Number of Cases Docketed</i>	<i>Name of Organization</i>	<i>Number of Cases Docketed</i>
United Transportation Union		United Transportation Union	
—Conductors	1	—Trainmen—Conductors	17
United Transportation Union		Engineers	26
—Enginemen	7	Individual	8
United Transportation Union		United Steel Workers of America	1
—Enginemen—Switchmen	1	Total	61

## SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Illinois 60604

### MEMBERSHIP

	G. M. YOUHN, <i>Chairman</i>
	E. J. HAESAERT, <i>Vice Chairman</i>
A. D. DULA <sup>1</sup>	D. S. ANDERSON
W. B. JONES	G. R. DEHAGUE <sup>3</sup>
W. F. SNELL, JR.	W. O. HEARN
J. F. STANTON <sup>2</sup>	E. J. McDERMOTT
	E. A. KILLEEN, <i>Executive Secretary</i>

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 J. F. Stanton.

Mr. P. C. Carter was selected to serve as substitute on Second Division for A. D. Dula.

### STATEMENT

On June 21, 1934, by the passage of the Public Law No. 442, Seventy-third Congress, there was created the National Railroad Adjustment Board.

### 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, power-house employees, and railroad shop laborers.

### MEMBERSHIP

The Division shall consist of ten 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 .....	114
International Brotherhood of Electrical Workers .....	30
International Association of Machinists .....	25
International Brotherhood of Firemen, Oilers, Helpers Roundhouse and Railway Shop Laborers .....	9
Sheet Metal Workers International Association .....	9
Individually Submitted Cases, etc. ....	9
United Steelworkers of America .....	1
<b>Total</b> .....	<b>197</b>

<sup>1</sup> A. D. Dula replaced J. R. Johnson 3-15-73.

<sup>2</sup> J. F. Stanton replaced J. S. Godfrey 3-15-73.

<sup>3</sup> G. R. DeHague replaced R. E. Stenzinger 5-1-73.

*Carriers party to cases docketed*

Alton & Southern Railway Co. -----	2	Louisville & Nashville Railroad Company -----	4
Atchison, Topeka & Santa Fe Railway Co. -----	3	Minnesota Transfer Railway Company -----	1
Baltimore & Ohio Railroad Company -----	1	Missouri Pacific Railroad Company -----	11
Belt Railway Company of Chicago -----	1	New Orleans Public Belt Railroad Company -----	3
Boston & Maine Corporation -----	1	Norfolk & Western Railway Company -----	24
Burlington Northern Inc. ---	11	Penn Central Transportation Company -----	1
Canadian Pacific Ltd. -----	1	Peoria & Pekin Union Railway Company -----	1
Central of Georgia Railway Co. -----	1	Philadelphia, Bethlehem & New England Railroad Company -----	1
Central Railroad Company of New Jersey -----	1	Port Terminal Railroad Association -----	2
Chesapeake & Ohio Railway Company -----	13	Portland Terminal Company -----	4
Chicago, Milwaukee, St. Paul & Pacific Railroad Co. -----	2	Reading Company -----	1
Chicago & North Western Transportation Co. -----	5	REA Express Inc. -----	3
Chicago, Rock Island & Pacific Railroad Co. -----	2	Richmond, Fredericksburg & Potomac Railroad Company -----	1
Cincinnati, New Orleans & Texas Pacific Railroad Co. -----	1	St. Louis Southwestern Railway Company -----	3
Dallas Car Interchange & Inspection Bureau -----	1	Seaboard Coast Line Railroad Company -----	8
Denver & Rio Grande Western Railroad Co. -----	1	Soo Line Railroad Company -----	1
Detroit & Toledo Shore Line Railroad Co. -----	2	South Buffalo Railway Company -----	1
Elgin, Joliet & Eastern Railway Company -----	6	Southern Pacific Transportation Company (PL) -----	11
Erie-Lackawanna Railway Company -----	6	Southern Pacific Transportation Company (T&L) --	2
Fruit Growers Express Co. -	3	Southern Railway Company -	7
Grand Trunk Western Railroad Co. -----	1	Terminal Railroad Association of St. Louis -----	1
Houston Belt & Terminal Railway Co. -----	2	Texas & Pacific Railway Company -----	1
Illinois Central Railroad Company -----	8	Union Pacific Railroad Company -----	1
Illinois Terminal Railroad Company -----	1	Washington Terminal Company -----	1
Kansas City Southern Railway Company -----	3	Western Fruit Express Company -----	1
Lehigh Valley Railroad Company -----	6	Western Pacific Railroad Company -----	2
Long Island Railroad Company -----	13	Winifrede Railroad Company -----	1
Louisiana & Arkansas Railway Company -----	1	Total -----	197

In addition to the cases regular 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 correspondence 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, 1973, and, in addition thereto much correspondence was carried on in connec-

tion 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, 1973 are:

Louis Ravetti, Penn Central Transportation Co.; carman.  
Donald Ames, Penn Central Transportation Co.; machinist.  
Bernard J. Moroski, Norfolk & Western Railway Co., firemen & oiler.  
Herbert Lee Murphy, Grand Trunk Western Railroad Co.; electrical worker.  
M. L. Christopher, Kansas City Southern Railway Co.; carman.  
Shirley P. Getty, Baltimore & Ohio Railroad Co.; machinist.  
Louis Longo, Penn Central Transportation Co.; electrical worker.  
Robert L. Walls, Norfolk & Western Railway Co.; carman.  
William J. Downey, Baltimore & Ohio Railroad Co.; sheet metal worker.  
Charles E. Sanders, Penn Central Transportation Co.; machinist.  
Vincente B. Perales, Sr., Chesapeake & Ohio Railway Co.; carman.  
B. E. McCeslin, Kansas City Southern Railway Co.; carman.  
Guadalupe Gonzalez, Port Terminal Railroad Association; carman.  
Archie Kingsland, Burlington Northern, Inc.; carman.  
Robert Marquez, Union Pacific Railroad Company; sheet metal worker.  
Morris Fred Gropper, Florida East Coast Railroad Co.; carman.  
Charles L. Meadows, Baltimore & Ohio Railroad Co.; carman.  
Gary Moore, Atchison, Topeka & Santa Fe Rwy. Co.; machinist.  
Roger D. Smith, Chesapeake & Ohio Railway Co.; carman.

# THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Illinois 60604

## MEMBERSHIP

P. C. CARTER, *Chairman*  
H. G. HARPER, *Vice Chairman*  
W. W. ALTUS, JR. J. C. FLETCHER  
H. F. M BRAIDWOOD J. R. JOHNSON\*  
C. M. CRAWFORD G. L. NAYLOR  
A. D. DULA R. W. SMITH  
J. P. ERICKSON  
A. W. PAULOS, *Executive Secretary*<sup>1</sup>

## 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 (Para. (h) and (c), sec. 3, First, Railway Labor Act, 1934).

### *Carriers party to cases docketed*

	<i>Number of cases</i>		<i>Number of cases</i>
Akron, Canton and Youngs-		Detroit, Toledo and Ironton -	3
town -----	5	Duluth, Missabe and Iron	
Albany Port District Commis-		Range -----	3
sion -----	1	Duluth, Winnipeg and	
Ann Arbor -----	1	Pacific -----	1
Atchison, Topeka and Santa		Elgin, Joliet and Eastern ---	2
Fe -----	5	Erie Lackawanna -----	3
Baltimore and Ohio -----	8	Florida East Coast -----	1
Bangor and Aroostook -----	5	Fort Worth and Denver -----	3
Belt Railway of Chicago -----	5	Fruit Growers Express -----	2
Board of Trustees of the Gal-		Georgia Railroad -----	2
veston Wharves -----	3	Grand Trunk Western -----	2
Boston and Maine -----	3	Houston Belt and Terminal -	5
Brooklyn Eastern District		Illinois Central -----	3
Terminal -----	1	Illinois Central Gulf -----	3
Burlington Northern Inc. -----	29	Illinois Terminal -----	2
Central of Georgia Motor		Indianapolis Union Railway -	1
Transport -----	1	Kansas City Southern -----	9
Central Railroad Co. of New		Kansas City Terminal -----	9
Jersey -----	8	Lehigh Valley -----	11
Chesapeake and Ohio (Chesa-		Long Island -----	8
peake District) -----	17	Louisville and Nashville -----	14
Chicago & Illinois Midland --	8	Maine Central RR—Portland	
Chicago & Northwestern		Terminal Co. -----	4
Transportation -----	10	Missouri-Kansas-Texas -----	7
Chicago & Western Indiana -	1	Missouri Pacific -----	16
Chicago, Milwaukee, St. Paul		New Orleans Public Belt -----	1
and Pacific -----	24	New Orleans Terminal Co. --	1
Chicago, Rock Island and Pa-		Norfolk and Western -----	40
cific -----	5	Northwestern Pacific -----	3
Chicago Union Station -----	2	Pacific Fruit Express -----	4
Colorado and Southern -----	1	Penn Central -----	58
Delaware and Hudson -----	1	Port Terminal Railroad As-	
Denver and Rio Grande		sociation -----	6
Western -----	4	Railroad Perishable Inspec-	
Detroit and Toledo Shore		tion Agency -----	1
Line -----	1	REA Express Inc. -----	6

\* J. R. Johnson replaced A. D. Dula March 15, 1973.

<sup>1</sup> E. A. Killeen, retired, June 30, 1973.

*Carriers party to cases docketed—Continued*

			<i>Number of cases</i>
St. Louis-San Francisco ----	19	Terminal Railway Alabama	
St. Louis Southwestern -----	7	State Docks -----	1
Seaboard Coast Line -----	2	Texas and Pacific -----	5
Soo Line -----	13	Union Pacific -----	4
Southern Pacific Trans. Co. (Pacific Lines) -----	16	Washington Terminal -----	1
Southern Pacific (Texas & Louisiana Lines) -----	5	Western Maryland -----	5
Southern Railway -----	7	Western Pacific -----	13
Terminal Railroad Associa- tion of St. Louis -----	1	Western Weighing & Inspec- tion Bureau -----	2
		Total -----	489

*Organization party to cases docketed*

	<i>Number of cases</i>
American Train Dispatchers Association -----	33
Brotherhood of Maintenance of Way Employees -----	111
Brotherhood of Railroad Signalmen -----	97
Brotherhood of Railway, Airline & Steamship Clerks, Freight Han- dlers, Express and Station Employees -----	194
Joint Council Dining Car Employees -----	1
Transportation-Communication Division—BRAC -----	14
United Transportation Union -----	1
Total Organizations -----	451
Miscellaneous Class of Employees -----	38
Total -----	489

## FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Illinois 60604

### MEMBERSHIP

H. E. CROW <sup>3,5</sup>	E. A. KILLEEN, <i>Executive Secretary</i>	C. V. KRASSOW <sup>6</sup>
C. H. HERRINGTON <sup>1</sup>		R. F. O'LEARY
J. S. GODFREY <sup>2,4</sup>		J. R. TIPTON
J. D. LANDRY <sup>2</sup>		J. W. WHITEHOUSE <sup>7</sup>
T. F. STRUNCK <sup>5</sup>		

### 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." (Paragraph (h), Section 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." (Paragraph (i), Section 3, First, Railway Labor Act, 1934).

---

<sup>1</sup> W. F. Euker, substitute for Mr. Herrington.

<sup>2</sup> G. L. Naylor, substitute for Mr. Godfrey.

<sup>3</sup> E. T. Horsley, substitute for Mr. Crow.

<sup>4</sup> J. S. Godfrey, replaced J. D. Landry, March, 1973.

<sup>5</sup> H. E. Crow, replaced T. F. Strunck, May, 1973.

<sup>6</sup> Replaced J. W. Whitehouse, February, 1973.

<sup>7</sup> Retired February, 1973.

*Carriers party to cases docketed*

Alton and Southern Railway Company -----	1	Kentucky & Indiana Terminal -----	1
Ann Arbor -----	1	Long Island -----	4
Atchison, Topeka & Santa Fe Railway Company -----	1	Louisville & Nashville -----	1
Baltimore and Ohio Railroad Company -----	8	Missouri Pacific -----	4
Boston and Maine -----	1	Montour -----	1
Burlington Northern -----	4	Norfolk & Western -----	8
Central Railroad of New Jersey -----	2	Norfolk & Western (Wabash) -----	1
Chesapeake & Ohio -----	3	Norfolk & Western (Lake) -----	1
Chicago & Northwestern -----	5	Portland Terminal (Oregon) -----	1
Chicago & Illinois Midland -----	4	Penn Central -----	24
Chicago, Milwaukee, St. Paul & Pacific Railroad -----	24	St. Louis—San Francisco -----	1
Chicago, Rock Island & Pacific -----	1	Seaboard Coast Line -----	2
Duluth, Missabe & Iron Range -----	1	St. Louis Southwestern -----	1
Erie-Lackawanna -----	3	Soo -----	1
Fort Worth & Denver -----	8	Southern Pacific—Pac -----	6
Fruit Growers Express -----	1	Southern Pacific T&L -----	4
Grand Trunk Western -----	8	Southern -----	4
Houtson Belt & Terminal -----	3	Texas & Pacific -----	5
Indiana Harbor Belt -----	5	Union Belt -----	3
		Union Pacific -----	1
		Western Maryland -----	5
		Western Pacific -----	1
		<b>Total -----</b>	<b>169</b>

*Organizations-Employees party to cases docketed*

American Railway Supervisors Association -----	30
Association of Railway & Technical Employees -----	1
BRAC (RP&SOS) -----	5
IBUGSF -----	2
International Longshoremens Association -----	5
Individual -----	2
Marine Employees Ren. Association -----	1
Railroad Yardmasters of America -----	115
Railway Employees Dept. AFL-CIO -----	5
Western Railway Supervisors Association -----	5
<b>Total -----</b>	<b>169</b>



# APPENDIX B

## 1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1973*

Name	Residence	Date of Appointment	Public Law Board No.	Parties
Arthur W. Sempliner <sup>2</sup>	Grosse Pte. Farms, MI	June 12, 1973 <sup>3</sup>	45	Grand Trunk Western RR. Co. and United Transportation Union.
Milton Friedman <sup>2</sup>	New York, N Y	Feb. 23, 1973 <sup>3</sup>	293	Penn Central Transportation Co. and United Transportation Union (C).
Nicholas H. Zumas <sup>2</sup>	Washington, D C	Mar. 8, 1973 <sup>3</sup>	382	Delaware & Hudson Rwy. Co. and United Transportation Union (E).
Carroll R. Daugherty <sup>2</sup>	Evanston, IL	Dec. 6, 1972	477	Elgin, Joliet & Eastern Rwy. Co. and United Transportation Union (E).
Arthur W. Sempliner <sup>2</sup>	Grosse Pte. Farms, MI	Oct. 31, 1972	545	Aliquippa & Southern RR. Co. and United Transportation Union (T).
David H. Brown <sup>2</sup>	Sherman, TX	Aug. 28, 1972 <sup>3</sup>	626	Southern Railway System and United Transportation Union (E).
David Dolnick <sup>2</sup>	Chicago, IL	Nov. 6, 1972 <sup>4</sup>	663	Chicago River & Indiana RR. Co. and United Transportation Union (T).
Louis Yagoda <sup>2</sup>	New Rochelle, N Y	May 7, 1973 <sup>4</sup>	731	Penn Central Transportation Co. and United Transportation Union (T).
William H. Coburn <sup>2</sup>	Washington, D C	Nov. 22, 1972 <sup>4</sup>	821	Lehigh Valley RR. Co. and Brotherhood of Locomotive Engineers.
Joseph Shister <sup>2</sup>	Lenox, MA	July 12, 1972	826	Detroit, Toledo & Ironton RR. Co. and United Transportation Union (T & E).
Robert G. Williams <sup>2</sup>	Charlotte, N C	Aug. 24, 1972	859	Seaboard Coast Line RR. Co. and Brotherhood of Locomotive Engineers.
Paul C. Dugan <sup>2</sup>	Kansas City, MO	Sept. 5, 1972	862	Denver & Rio Grande Western RR. Co. and United Transportation Union (S).
William M. Edgett <sup>2</sup>	Baltimore, MD	July 31, 1972	864	Baltimore & Ohio RR. Co. and Railroad Yardmasters of America.
Lloyd H. Baller <sup>2</sup>	Los Angeles, CA	Dec. 11, 1972	876	Maine Central RR. Co., Portland Terminal Co. and United Transportation Union (E).
David H. Brown <sup>2</sup>	Sherman, TX	Sept. 13, 1972	894	St. Louis-San Francisco Rwy. Co. and United Transportation Union (E).
David L. Kabaker <sup>2</sup>	Cleveland, OH	July 26, 1972	903	Penn Central Transportation Co. and United Transportation Union (T).
H. Raymond Cluster <sup>1</sup>	North Truro, MA	Aug. 24, 1972	908	Western Maryland Rwy. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	July 7, 1972	920	Longview, Portland & Northern Rwy. Co. and Brotherhood of Locomotive Engineers.
Carroll R. Daugherty <sup>2</sup>	Evanston, IL	Aug. 16, 1972	929	Union Pacific RR. Co. and United Transportation Union (E).
Francis X. Quinn <sup>1</sup>	Philadelphia, PA	Oct. 20, 1972	935	Chesapeake & Ohio Rwy. Co. and United Transportation Union.
Carroll R. Daugherty <sup>2</sup>	Evanston, IL	July 26, 1972	939	Fort Worth & Denver Rwy. Co. and United Transportation Union (S).
Irving T. Bergman <sup>2</sup>	Cedarhurst, N Y	Aug. 24, 1972	940	Detroit, Toledo & Ironton RR. Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Aug. 29, 1972	942	Texas & Pacific Rwy. Co. and United Transportation Union (E).
David H. Brown <sup>2</sup>	Sherman, TX	Oct. 6, 1972	943	Peoria & Pekin Union Rwy. Co. and United Transportation Union (E).
John H. Dorsey <sup>2</sup>	Washington, D C	Aug. 23, 1972	944	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Nelson Bortz <sup>1</sup>	Kitty Hawk, N C	Sept. 1, 1972	946	Seaboard Coast Line RR. Co. and United Transportation Union (E & C).
Nelson Bortz <sup>2</sup>	Do.	Mar. 27, 1973	946	Do.
Murray Rohman <sup>2</sup>	Fort Worth, TX	Nov. 13, 1972	952	Meridian & Bigbee RR. Co. and United Transportation Union (E).
William H. Coburn <sup>2</sup>	Washington, D C	June 15, 1973	953	Butte, Anaconda & Pacific Rwy. Co. and Brotherhood of Locomotive Engineers.
Carroll R. Daugherty <sup>2</sup>	Evanston, IL	Aug. 16, 1972	958	Chicago, Rock Island & Pacific RR. Co. and United Transportation Union (E).
John B. Criswell <sup>2</sup>	Washington, D C	July 28, 1972	964	Southern Railway Co., Georgia Southern & Florida Ry., St. Johns River Terminal Co. & Carolina and Northwestern Rwy. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Aug. 31, 1972	965	Portland Terminal RR. Co. and United Transportation Union.
John F. Sembower <sup>2</sup>	Chicago, IL	July 12, 1972	967	Chicago, Rock Island & Pacific RR. Co. and United Transportation Union (S).
Milton Friedman <sup>2</sup>	New York, N Y	July 11, 1972	968	Western Maryland Rwy. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	July 11, 1972	969	Baltimore & Ohio RR. Co., Baltimore & Ohio Chicago Terminal RR. Co. and Brotherhood of Locomotive Engineers.

See footnotes at end of tables.

**1. Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1973—Continued**

Name	Residence	Date of Appointment	Public Law Board No.	Parties
Paul C. Dugan <sup>2</sup>	Kansas City, MO.	July 28, 1972	970	Chicago, Milwaukee, St. Paul & Pacific RR. Co. and Brotherhood of Railroad Signalmen.
Paul D. Hanlon <sup>1</sup>	Portland, OR	Apr. 20, 1973 <sup>6</sup>	971	Reading Co. and Brotherhood of Locomotive Engineers.
Jacob Seidenberg <sup>2</sup>	Falls Church, VA.	Apr. 27, 1973	971	Reading Co. and Brotherhood of Locomotive Engineers.
Clement P. Cull <sup>2</sup>	Teaneck, N. J.	Aug. 7, 1972	972	Norfolk & Western Rwy. Co. and United Transportation Union.
John F. Sembower <sup>2</sup>	Chicago, IL	July 26, 1972	973	Lake Superior & Ishpeming RR. Co. and United Transportation Union (E).
John Criswell <sup>2</sup>	Stigler, OK	Aug. 3, 1972	974	Seaboard Coast Line RR. Co. and United Transportation Union (E & C).
Howard A. Johnson <sup>2</sup>	Philadelphia, PA	July 24, 1972	975	The Long Island RR. and Brotherhood of Locomotive Engineers.
Harold M. Weston <sup>2</sup>	New York, N. Y.	Aug. 24, 1972	976	Chesapeake and Ohio Rwy. Co. and Brotherhood of Locomotive Engineers.
Arthur W. Sempliner <sup>2</sup>	Grosse Pte. Farms, MI	Oct. 17, 1972	978	Monongahela Connecting RR. Co. and United Transportation Union.
Arthur W. Sempliner <sup>2</sup>	Grosse Pte. Farms, MI	Nov. 20, 1972	979	Canadian National Rwy. and United Transportation Union (T).
Francis A. O'Neill, Jr. <sup>2</sup>	Manasquan, N. J.	Aug. 3, 1972	980	Staten Island Rapid Transit Operating Authority and Railway Employees' Department, AFL-CIO.
Clement P. Cull <sup>2</sup>	Teaneck, N. J.	Dec. 18, 1972	981	Aliquippa & Southern Rwy. Co. and United Transportation Union (E).
Carroll R. Daugherty	Evanston, IL	Aug. 17, 1972	982	Burlington Northern Inc. and United Transportation Union (C).
Thomas L. Hayes <sup>2</sup>	Burlington, VT	Aug. 17, 1972	983	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
Daniel House <sup>2</sup>	New York, N. Y.	Aug. 17, 1972	984	Lehigh Valley RR. Co. and United Transportation Union (E).
Leverett Edwards <sup>1</sup>	Ft. Worth, TX	Nov. 6, 1972	985	Southern Rwy. System and Railroad Yardmasters of America.
Leverett Edwards <sup>2</sup>	Do.	Jan. 3, 1973	985	Do.
Robert G. Williams <sup>2</sup>	Charlotte, N. C.	Aug. 24, 1972	986	Seaboard Coast Line RR. Co. and Brotherhood of Locomotive Engineers.
William M. Edgett <sup>2</sup>	Baltimore, MD	Aug. 17, 1972	987	Louisville & Nashville RR. Co. and United Transportation Union (T & C).
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Aug. 17, 1972	988	Atchinson, Topeka and Santa Fe Rwy. Co. and Brotherhood of Locomotive Engineers.
David Dolnick <sup>2</sup>	Chicago, IL	Aug. 24, 1972	989	Chicago, Milwaukee St. Paul and Pacific RR. Co. and Brotherhood of Locomotive Engineers and United Transportation Union.
Arnold M. Zack <sup>2</sup>	Boston, MA	Nov. 2, 1972	990	Maine Central-Portland Terminal and United Transportation Union (C & T)
Lloyd H. Bailer <sup>2</sup>	Los Angeles, CA	Oct. 4, 1972	991	Norfolk & Western Rwy. Co. and Transportation-Communication Division, Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
James M. Harkless <sup>2</sup>	Washington, D. C.	Apr. 18, 1973	992	Detroit, Toledo & Ironton RR. Co. and United Transportation Union (T & E).
Bernard Cushman <sup>2</sup>	Washington, D. C.	Sept. 1, 1972	993	Penn Central Transportation Co. and International Longshoremen's Association, Local 1913.
Robert O. Boyd <sup>2</sup>	Washington, D. C.	Sept. 6, 1972	994	Norfolk & Western Rwy. Co. and United Transportation Union (C).
Irving R. Shapiro <sup>2</sup>	Albany, N. Y.	Sept. 6, 1972	995	Long Island RR. and United Transportation Union.
Jacob Seidenberg <sup>2</sup>	Falls Church, VA.	Aug. 31, 1972	997	Penn Central Transportation Co. and United Transportation Union (E).
John Criswell <sup>2</sup>	Stigler, OK	Sept. 6, 1972	998	Missouri Pacific RR. Co. and United Transportation Union (E).
H. Raymond Cluster <sup>2</sup>	North Truro, MA.	Nov. 3, 1972 <sup>3</sup>	999	Penn Central Transportation Co. and United Transportation Union (T).
Milton Friedman <sup>2</sup>	New York, N. Y.	Dec. 21, 1972	999	Penn Central Transportation Co. and United Transportation Union (T).
William M. Edgett <sup>2</sup>	Baltimore, MD	Sept. 18, 1972	1000	Penn Central Transportation Co. and United Transportation Union (T & C).
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Nov. 21, 1972	1002	Bangor & Aroostock RR. Co. and United Transportation Union (E).
Paul D. Hanlon <sup>2</sup>	Portland, OR	Sept. 6, 1972	1003	Modesto & Empire Traction Co. and United Transportation Union (S).
David H. Brown <sup>2</sup>	Sherman, TX	Sept. 13, 1972	1004	Minneapolis, Northfield & Southern Rwy. and United Transportation Union (E).

Nicholas H. Zumas <sup>1</sup>	Washington, D C	Sept. 25, 1972	1005 Boston & Maine Corporation and United Transportation Union (T).
Nicholas H. Zumas <sup>2</sup>	Do	Feb. 23, 1973	1005 Do.
Robert O. Boyd <sup>1</sup>	Washington, D C	Oct. 5, 1972	1007 Erie Lackawanna Rwy. Co. and Brotherhood of Locomotive Engineers.
Arnold M. Zack <sup>1</sup>	Boston, MA	Oct. 20, 1972	1008 Maine Central-Portland Terminal and Brotherhood of Locomotive Engineers.
Howard A. Johnson <sup>2</sup>	San Leandro, CA	Mar. 8, 1973	1008 Maine Central RR. Co. and Portland Terminal Co. and Brotherhood of Locomotive Engineers.
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	Sept. 27, 1972	1009 Central RR. Co. of New Jersey and United Transportation Union (C).
David Dolnick <sup>2</sup>	Chicago, IL	Nov. 21, 1972	1010 Des Moines Union RR. Co. and United Transportation Union (S).
Arthur W. Sempliner <sup>2</sup>	Grosse Pte. Farms, MI	Nov. 20, 1972	1012 Grand Trunk Western RR. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Arthur W. Sempliner <sup>2</sup>	Grosse Pte. Farms, MI	Mar. 19, 1973	1013 Delaware & Hudson Rwy. Co. and United Transportation Union (C).
Harold M. Weston <sup>1</sup>	New York, N Y	Nov. 3, 1972	1014 Los Angeles Junction Rwy. Co. and United Transportation Union.
Robert M. O'Brien <sup>2</sup>	Boston, MA	Nov. 3, 1972	1015 Penn Central Transportation Co. and United Transportation Union (E).
Francis X. Quinn, S.J. <sup>2</sup>	Philadelphia, PA	Oct. 20, 1972	1016 Illinois Central Gulf RR. Co. and United Transportation Union (T).
Nicholas H. Zumas <sup>2</sup>	Washington, D C	Nov. 21, 1972	1017 Birmingham Southern RR. Co. and United Transportation Union.
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	Oct. 19, 1972	1018 Akron & Harborton Belt RR. Co. and United Transportation Union.
David H. Brown <sup>2</sup>	Sherman, TX	Oct. 19, 1972	1019 Burlington Northern Inc. and United Transportation Union.
Do	do	do	1020 Burlington Northern Inc. and United Transportation Union (T).
Harold M. Weston <sup>1</sup>	New York, N Y	Nov. 3, 1972	1021 Rutte, Anaconda & Pacific Rwy. Co. and United Transportation Union.
Paul C. Dugan <sup>2</sup>	Kansas City, MO	Oct. 27, 1972	1022 St. Louis-San Francisco Rwy. Co. and Brotherhood of Locomotive Engineers.
William M. Edgett <sup>2</sup>	Baltimore, MD	Nov. 14, 1972	1023 Louisville & Nashville RR. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	Dec. 4, 1972	1024 Western Pacific RR. Co. and Brotherhood of Locomotive Engineers.
Lloyd H. Bailer <sup>2</sup>	Los Angeles, CA	Feb. 7, 1973	1025 Norfolk & Western Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
Louis Yagoda <sup>2</sup>	New Rochelle, N Y	Nov. 1, 1972	1026 Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
H. Raymond Cluster <sup>2</sup>	North Truro, MA	Nov. 6, 1972	1027 Union Pacific RR. Co. and Spokane International RR. Co. and United Transportation Union (C).
David H. Brown <sup>2</sup>	Sherman, TX	Nov. 1, 1972	1028 Western Maryland Rwy. Co. and United Transportation Union (T & E).
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Nov. 21, 1972	1029 Union RR. Co. and United Transportation Union.
Arthur W. Sempliner <sup>2</sup>	Grosse Pte. Farms, MI	Nov. 1, 1972	1030 The Lake Terminal RR. Co. and United Transportation Union (T).
Paul C. Dugan <sup>2</sup>	Kansas City, MO	Nov. 15, 1972	1031 Kansas City Southern Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Harold M. Weston <sup>2</sup>	New York, N Y	Nov. 8, 1972	1032 Louisiana & Arkansas Rwy. Co. and Brotherhood of Locomotive Engineers.
Arnold M. Zack <sup>1</sup>	Boston, MA	Nov. 15, 1972	1033 Burlington Northern Inc. and United Transportation Union (S).
Milton Friedman <sup>2</sup>	New York, N Y	Feb. 21, 1973	1033 Do.
David Dolnick <sup>2</sup>	Chicago, IL	Dec. 18, 1972	1034 Burlington Northern Inc. and United Transportation Union (E).
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Nov. 20, 1972	1035 The Colorado & Wyoming Rwy. Co. and United Transportation Union (T).
John F. Sembower <sup>2</sup>	Chicago, IL	Nov. 14, 1972	1036 Atchison, Topeka & Santa Fe Rwy. Co. and United Transportation Union.
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Jan. 8, 1973	1037 Green Bay & Western RR. Co. and United Transportation Union (E).
Do	do	Nov. 20, 1972	1038 River Terminal Rwy. Co. and United Transportation Union (E).
Nicholas H. Zumas <sup>2</sup>	Washington, D C	Dec. 21, 1972	1039 Birmingham Southern RR. Co. and United Transportation Union.
John J. McGovern <sup>2</sup>	Washington, D C	Nov. 16, 1972	1041 Illinois Central Gulf RR. and International Brotherhood of Firemen & Oilers (System Council No. 12).
Robert G. Williams <sup>1</sup>	Charlotte, N C	Dec. 8, 1972	1042 Central of Georgia Rwy. Co. and United Transportation Union (E).
Paul D. Hanlon <sup>2</sup>	Portland, OR	Jan. 16, 1973	1043 Central of Georgia RR. Co. and United Transportation Union (S).
Martin I. Rose <sup>2</sup>	New York, N Y	Nov. 21, 1972	1045 Boston & Maine Corp. and United Transportation Union (E).
Carroll R. Daugherty <sup>2</sup>	Evanston, IL	Dec. 11, 1972	1046 Portland Terminal RR. Co. (Oregon) and United Transportation Union.
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Dec. 11, 1972	1048 Western Pacific RR. Co. and United Transportation Union (S).
Thomas L. Hayes <sup>2</sup>	Burlington, VT	Dec. 6, 1972	1050 Houston Belt & Terminal Rwy. Co. and United Transportation Union (T).

See footnote at end of table.

**1. Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1973—Continued**

Name	Residence	Date of Appointment	Public Law Board No.	Parties
Robert O. Boyd <sup>1</sup> .....	Washington, D C.....	Dec. 4, 1972	1051	Chicago & Western Indiana RR. Co. and United Transportation Union.
David H. Brown <sup>2</sup> .....	Sherman, TX.....	Dec. 6, 1972	1052	Pittsburgh, Chartiers & Youghiogheny Rwy. Co. and United Transportation Union (T).
Preston J. Moore <sup>2</sup> .....	Oklahoma City, OK.....	Dec. 11, 1972	1053	Atchison, Topeka & Santa Fe Rwy. Co. (Western Lines) and United Transportation Union (E).
Do.....do.....do.....	do.....do.....do.....	do.....do.....do.....	1054	Southern Pacific Transportation Co. (T & L) and United Transportation Union (S).
Nelson Bortz <sup>2</sup> .....	Kitty Hawk, N C.....	Dec. 15, 1972	1055	Norfolk & Western Rwy. Co. and United Transportation Union (E).
Jacob Seidenberg <sup>2</sup> .....	Falls Church, VA.....	Dec. 4, 1972	1056	Long Island RR. and International Association of Machinist & Aerospace Workers.
Harold M. Weston <sup>2</sup> .....	New York, N Y.....	Dec. 15, 1972	1058	Union Pacific RR. Co. and International Brotherhood of Electrical Workers.
David Dolnick <sup>2</sup> .....	Chicago, IL.....	Dec. 15, 1972	1059	The Lake Terminal R.R. Co. and United Steelworkers of America.
David H. Brown <sup>2</sup> .....	Sherman, TX.....	Dec. 21, 1972	1060	Minneapolis, Northfield & Southern Rwy. and United Transportation Union (E).
Carroll R. Daugherty <sup>2</sup> .....	Evanston, IL.....	Jan. 23, 1973	1061	Chicago Rock Island and Pacific RR. Co. and United Transportation Union (T).
Robert Franden <sup>1</sup> .....	Tulsa, OK.....	Jan. 17, 1973	1062	Chicago & North Western Transportation Co. and United Transportation Union.
Jacob Seidenberg <sup>2</sup> .....	Falls Church, VA.....	Jan. 23, 1973	1064	Union Pacific RR. Co. and United Transportation Union (T & C).
Lloyd H. Bailer <sup>2</sup> .....	Los Angeles, CA.....	Feb. 12, 1973	1065	Erie Lackawanna Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
David H. Brown <sup>2</sup> .....	Sherman, TX.....	Feb. 7, 1973	1067	Monongahela Rwy. Co. and United Transportation Union (E).
John H. Dorsey <sup>2</sup> .....	Washington, D C.....	Jan. 12, 1973	1068	The Indianapolis Union Rwy. Co. and Brotherhood of Locomotive Engineers.
Bernard Cushman <sup>2</sup> .....	Washington, D C.....	Jan. 17, 1973	1069	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
C. Robert Roadley <sup>2</sup> .....	Falls Church, VA.....	Jan. 27, 1973	1070	Penn Central Transportation Co. and United Transportation Union (T).
James M. Harkless <sup>2</sup> .....	Washington, D C.....	Jan. 17, 1973	1071	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
John H. Dorsey <sup>1</sup> .....	Washington, D C.....	Apr. 13, 1973	1072	Detroit, Toledo & Ironton RR. Co. and Brotherhood of Locomotive Engineers.
Howard A. Johnson <sup>2</sup> .....	San Leandro, CA.....	Jan. 11, 1973	1073	Texas Pacific-Missouri Pacific Terminal RR. of New Orleans and International Brotherhood of Teamsters—Local No. 270.
Jacob Seidenberg <sup>1</sup> .....	Falls Church, VA.....	Jan. 17, 1973	1074	Penn Central Transportation Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Edmond W. Schedler, Jr. <sup>2</sup> .....	Dallas, TX.....	Jan. 17, 1973	1075	Houston Belt & Terminal Rwy. Co. and Brotherhood of Locomotive Engineers.
David H. Brown <sup>2</sup> .....	Sherman, TX.....	Jan. 16, 1973	1076	Philadelphia, Bethlehem & New England RR. Co. and United Transportation Union (E).
Leverett Edwards <sup>2</sup> .....	Ft. Worth, TX.....	Jan. 30, 1973	1077	Los Angeles Junction Rwy. Co. and United Transportation Union (S).
Bernard Cushman <sup>2</sup> .....	Washington, D C.....	Feb. 8, 1973	1078	Erie Lackawanna Rwy. and Co. Lighter Captains' Union, Local 996 International Longshoremen's Association—AFL-CIO.
Preston J. Moore <sup>2</sup> .....	Oklahoma City, OK.....	Jan. 30, 1973	1079	Louisville & Nashville RR. Co.—The Chicago & Eastern Illinois RR. and United Transportation Union.
Paul D. Hanlon <sup>2</sup> .....	Portland, OR.....	Jan. 31, 1973	1080	Western Pacific RR. Co. and Inlandboatmen's Union of the Pacific.
Joseph A. Sickles <sup>2</sup> .....	Potomac, MD.....	Feb. 9, 1973	1081	Penn Central Transportation Co. and United Transportation Union (E).
Paul D. Hanlon <sup>2</sup> .....	Portland, OR.....	Jan. 31, 1973	1082	Central California Traction Co. and United Transportation Union.
Do.....do.....do.....	do.....do.....do.....	Feb. 20, 1973	1083	Union Pacific RR. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
David Dolnick <sup>2</sup> .....	Chicago, IL.....	Feb. 13, 1973	1084	Atchison, Topeka & Santa Fe Rwy. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express & Station Employees.

David L. Kabaker <sup>2</sup>	Cleveland, OH	Feb. 7, 1973	1085	Pittsburgh & Lake Erie RR. Co.—The Lake Erie & Eastern RR. Co. and United Steelworkers of America, Local Union 14247 District 20.
Dudley E. Whiting <sup>2</sup>	Southfield, MI	Feb. 12, 1973	1086	Missouri Pacific RR. Co.—The Texas & Pacific Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
H. Morton Rosen <sup>2</sup>	Baltimore, MD	Feb. 7, 1973	1087	Long Island RR. and International Brotherhood of Teamsters, Local 808.
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Apr. 25, 1973	1088	Green Bay & Western RR. Co. and United Transportation Union (T).
John F. Sembower <sup>2</sup>	Chicago, IL	Mar. 12, 1973	1089	Chicago & Eastern Illinois RR. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	Mar. 5, 1973	1090	Detroit & Toledo Shore Line RR. Co. and United Transportation Union (C & T).
Do	do	Apr. 3, 1973	1091	Boston & Maine Corp. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Paul C. Dugan <sup>1</sup>	Kansas City, MO	Feb. 21, 1973	1092	St. Louis Southwestern Rwy. Co. and Brotherhood of Locomotive Engineers.
Do	do	Feb. 27, 1973	1092	Do.
David H. Brown <sup>2</sup>	Sherman, TX	Feb. 21, 1973	1093	Patapsco & Back Rivers RR. Co. and United Transportation Union.
William M. Edgett <sup>2</sup>	Baltimore, MD	Mar. 27, 1973	1094	Louisville & Nashville RR. Co. and United Transportation Union (T & C).
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Feb. 26, 1973	1095	Norfolk & Western Rwy. Co. and United Transportation Union (E).
John Criswell <sup>2</sup>	Stigler, OK	Mar. 8, 1973	1096	Norfolk & Portsmouth Belt Line RR. Co. and United Transportation Union (T).
Preston J. Moore <sup>1</sup>	Oklahoma City, OK	Feb. 26, 1973	1097	Norfolk & Western Rwy. Co. and United Transportation Union.
Mortimer M. Stone <sup>2</sup>	Jamestown, CA	Mar. 9, 1973	1098	Reading Co. and United Transportation Union (T & C).
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	Apr. 17, 1973	1099	Chesapeake & Ohio Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
David Dolnick <sup>2</sup>	Chicago, IL	Feb. 26, 1973	1100	Belt Railway Co. of Chicago and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Byron R. Abernethy <sup>2</sup>	Lubbock, TX	May 11, 1973	1101	Burlington Northern Inc. and United Transportation Union (T).
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	Mar. 23, 1973	1102	Belt Railway Co. of Chicago and United Transportation Union.
Paul D. Hanlon <sup>2</sup>	Portland, OR	Mar. 8, 1973	1103	Union Pacific RR. Co. and United Transportation Union (T).
Paul C. Dugan <sup>2</sup>	Kansas City, MO	Mar. 26, 1973	1104	Atchison, Topeka & Santa Fe Rwy. Co.—Eastern Lines and United Transportation Union (E).
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Mar. 15, 1973	1105	Peoria & Pekin Union Rwy. Co. and United Transportation Union (T).
Lloyd H. Baller <sup>2</sup>	Los Angeles, CA	Mar. 16, 1973	1106	Reading Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Thomas L. Hayes <sup>2</sup>	Burlington, VT	Apr. 17, 1973	1107	Louisville & Nashville RR. Co. and United Transportation Union (C & T).
David Dolnick <sup>2</sup>	Chicago, IL	May 14, 1973	1108	Lake Terminal RR. Co. and United Transportation Union (E).
Jacob Seidenberg <sup>2</sup>	Falls Church, VA	June 22, 1973	1109	Lehigh Valley RR. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Jesse Simons <sup>2</sup>	New York, N Y	Apr. 23, 1973	1111	Central RR. Co. of New Jersey and Marine Engineers' Beneficial Association.
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Mar. 23, 1973	1112	Norfolk & Western Rwy. Co. and United Transportation Union.
John Criswell <sup>2</sup>	Stigler, OK	Mar. 26, 1973	1116	Jacksonville Terminal Co. and Transportation-Communication Division—Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	Mar. 27, 1973	1117	Atchison, Topeka & Santa Fe Rwy. Co. and United Transportation Union (C & T).
David L. Kabaker <sup>1</sup>	Cleveland, OH	Apr. 17, 1973	1118	Indiana Harbor Belt Rwy. Co. and United Transportation Union (E).
Paul D. Hanlon <sup>2</sup>	Portland, OR	Apr. 24, 1973	1119	Chicago & Illinois Rwy. Co. and United Transportation Union (E).
John F. Sembower <sup>2</sup>	Chicago, IL	Mar. 27, 1973	1120	Atchison, Topeka & Santa Fe Rwy. Co. and United Transportation Union (E).
Nicholas H. Zumas <sup>2</sup>	Washington, D C	Apr. 16, 1973	1121	Louisville & Nashville RR. Co. and United Transportation Union (C & T).
Leo C. Brown, S.J. <sup>2</sup>	St. Louis, MO	Apr. 13, 1973	1122	Penn Central Transportation Co. and United Transportation Union (T).
Thomas L. Hayes <sup>2</sup>	Burlington, VT	Apr. 17, 1973	1123	Central Vermont Rwy. Co. and United Transportation Union (E).
Louis Yagoda <sup>2</sup>	New Rochelle, N Y	May 11, 1973	1124	Western Maryland Rwy. Co. and United Transportation Union (T).

See footnote at end of table.

Name	Residence	Date of Appointment	Public Law Board No.	Parties
William M. Edgett <sup>1</sup>	Baltimore, MD	May 10, 1973	1125	Chesapeake & Ohio Rwy. Co. and United Transportation Union.
David Dolnick <sup>2</sup>	Chicago, IL	June 4, 1973	1126	Union RR. Co. and United Transportation Union.
Francis X. Quinn, S.J. <sup>1</sup>	Philadelphia, PA	Apr. 13, 1973	1128	Penn Central Transportation Co. and United Transportation Union (E).
John H. Dorsey <sup>1</sup>	Washington, D C	June 12, 1973	1130	Norfolk & Western Rwy. Co. and United Transportation Union (C-E-T)
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	May 8, 1973	1131	Atchison, Topeka & Santa Fe Rwy. Co. and United Transportation Union (E).
H. Raymond Cluster <sup>2</sup>	North Truro, MA	Apr. 13, 1973	1132	Maine Central RR. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	June 6, 1973	1133	Union Pacific RR. Co. and United Transportation Union (T).
Do.	do.	May 23, 1973	1134	Ogden Union Railway & Depot Co. and United Transportation Union (T).
Robert G. Williams <sup>2</sup>	Charlotte, N C	May 11, 1973	1136	Norfolk & Western Rwy. Co. and Brotherhood of Locomotive Engineers.
James J. Sherman <sup>2</sup>	Tampa, FL	May 11, 1973	1137	Georgia RR. and United Transportation Union.
Harold M. Weston <sup>2</sup>	New York, N Y	Apr. 20, 1973	1138	Reading Company and International Brotherhood of Electrical Workers.
Do.	do.	Apr. 25, 1973	1139	Reading Company and Brotherhood Railway Carmen of the United States & Canada.
Paul D. Hanlon <sup>2</sup>	Portland, OR	Apr. 24, 1973	1140	Union Pacific RR. Co. and United Transportation Union (C).
David Dolnick <sup>2</sup>	Chicago, IL	Apr. 24, 1973	1141	The Lake Terminal RR. Co. and United Steelworkers of America.
Preston J. Moore <sup>2</sup>	Oklahoma City, OK	May 7, 1973	1142	New Orleans Public Belt RW and United Transportation Union (S).
William M. Edgett <sup>1</sup>	Baltimore, MD	June 12, 1973	1144	Norfolk & Western Rwy. Co. and United Transportation Union (C-E-T).
C. Robert Roadley <sup>2</sup>	Falls Church, VA	May 14, 1973	1145	Seaboard Coast Line RR. Co. and United Transportation Union (E & C).
Gene T. Ritter <sup>2</sup>	Ardmore, OK	May 9, 1973	1147	Penn Central Transportation Co. and United Transportation Union (T).
William H. Coburn <sup>1</sup>	Washington, D C	May 9, 1973	1148	Butte, Anaconda & Pacific Rwy Co. and United Transportation Union (T).
David Dolnick <sup>2</sup>	Chicago, IL	June 12, 1973	1149	Chicago, Milwaukee, St. Paul & Pacific RR. Co. and United Transportation Union.
John Criswell <sup>2</sup>	Stigler, OK	May 15, 1973	1151	Seaboard Coast Line RR. Co. and United Transportation Union (C).
David H. Brown <sup>2</sup>	Sherman, TX	May 24, 1973	1153	Minneapolis, Northfield & Southern Rwy. and United Transportation Union.
Do.	do.	June 13, 1973	1154	Burlington Northern, Inc. and United Transportation Union (E).
John Criswell <sup>2</sup>	Stigler, OK	May 25, 1973	1156	Richmond, Fredericksburg & Potomac RR. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Do.	do.	June 20, 1973	1157	Atlanta & West Point RR. Co.—The Western Rwy. of Alabama, Georgia RR. & Atlanta Joint Terminal and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
David H. Brown <sup>2</sup>	Sherman, TX	May 30, 1973	1159	Soo Line RR. Co. and United Transportation Union (T & C).
Leverett Edward <sup>1s</sup>	Ft. Worth, TX	June 12, 1973	1160	Southern Pacific Transportation Co. and United Transportation Union (S).
David Dolnick <sup>2</sup>	Chicago, IL	June 4, 1973	1161	Chicago, Milwaukee, St. Paul & Pacific RR. Co. and International Brotherhood of Firemen & Oilers.
Jesse Simon <sup>2</sup>	New York, N Y	June 13, 1973	1162	Penn Central Transportation Co. and United Transportation Union.
William H. Coburn <sup>2</sup>	Washington, D C	June 15, 1973	1167	South Buffalo Rwy. Co. and United Transportation Union.
Louis Yagoda <sup>2</sup>	New Rochelle, N Y	June 29, 1973	1171	Norfolk & Western Rwy. Co. and United Transportation Union (C-T-E).

<sup>1</sup> Procedural<sup>2</sup> Merit<sup>3</sup> Neutral resigned<sup>4</sup> Neutral deceased<sup>5</sup> Parties Replaced<sup>6</sup> Appointed in error

## 2. Arbitrators appointed—Arbitration Boards, fiscal year 1973

Name	Residence	Date of appointment	Arbitration and case number	Parties
Howard A. Johnson.....	San Leandro, CA.....	July 7, 1972	Arbitration 315, case No. A-	Southern Pacific Transportation Company (Texas and Louisiana Lines), Brotherhood of Locomotive Engineers.
Preston J. Moore.....	Oklahoma City, OK.....	Aug. 16, 1972	Arbitration 316, case No. A-	Southern Pacific Transportation Company (Texas and Louisiana Lines), United Transportation Union (C.T).
Nicholas H. Zumas <sup>1</sup> .....	Washington, D C.....	Aug. 31, 1972	Arbitration 317, case No. A-	The Chesapeake and Ohio Railway Company, Brotherhood of Locomotive Engineers.
Nicholas H. Zumas <sup>2</sup> .....	do.....	Nov. 3, 1972	Arbitration 317, case No. A-	The Chesapeake and Ohio Railway Company, Brotherhood of Locomotive Engineers.
Milton Friedman.....	New York, N Y.....	Sept. 5, 1972	Arbitration 318, case No. A-8830.	The Chesapeake and Ohio Railway Company and United Transportation Union (E & T).
Clement P. Cull.....	Teaneck, N J.....	Sept. 6, 1972	Arbitration 319, case No. A-	The Central Railroad Company of New Jersey, Brotherhood of Locomotive Engineers.
Rev. Francis X. Quinn, S.J....	Philadelphia, PA.....	Sept. 7, 1972	Arbitration 320, case No. A-8830.	The Central Railroad Company of New Jersey and United Transportation Union.
Dr. Jacob Seidenberg.....	Falls Church, VA.....	Sept. 25, 1972	Arbitration 321, case No. A-	National Carrier's Conference Committee, Railroad Yardmasters of America.
David Dolnick.....	Chicago, IL.....	Oct. 18, 1972	Arbitration 322, case No. A-8830.	Soo Line Railroad Company, United Transportation Union
Harold M. Weston.....	New York, N Y.....	Oct. 27, 1972	Arbitration 323, case No. A-	St. Louis-San Francisco Railway Company, Brotherhood of Locomotive Engineers.
Howard G. Gamser.....	Washington, D C.....	Dec. 19, 1972	Arbitration 324, case No. A-9154.	Penn. Central Transportation Company, International Brotherhood of Teamsters, Chaffeurs, Warehousemen and Helpers of America.
David Dolnick.....	Chicago, IL.....	Feb. 1, 1973	Arbitration 325, case No. A-8830.	The Denver and Rio Grande Western Railroad Company, United Transportation Union.
Walter L. Eisenberg <sup>3</sup> .....	New York, N Y.....	Feb. 6, 1973	Arbitration 326, case No. A-9261.	Pan American World Airways, Flight Engineers, International Association, PAA Chapter.
Milton Friedman.....	New York, N Y.....	Mar. 9, 1973	Arbitration 328, case No. A-8830.	Penn. Central Transportation Company, United Transportation Union (T).
Gene T. Ritter.....	Ardmore, OK.....	Mar. 23, 1973	Arbitration 329, case No. A-8830.	Atchison, Topeka and Santa Fe Railway Company, United Transportation Union.
Milton Friedman.....	New York, N Y.....	Apr. 16, 1973	Arbitration 330, case No. A-8830.	Penn. Central Transportation Company, United Transportation Union (E).

<sup>1</sup> Appointed by the National Mediation Board on August 31, 1972.

<sup>2</sup> Selected by the parties on November 3, 1972.

<sup>3</sup> Three List of Five Names Submitted by National Mediation Board.

December 29, 1972

Francis J. Robertson of Washington, D. C.  
Charles M. Rehms of Ann Arbor, Michigan.  
Harry H. Platt of Detroit, Michigan.  
William H. Coburn of Washington, D. C.  
Arnold Marshall Zack of Boston, Massachusetts.

January 16, 1973

Mrs. Jean T. McKelvey of Rochester, New York.  
Alexander B. Porter of Washington, D. C.  
James J. Sherman of Tampa, Florida.  
Laurence E. Seibel of Washington, D. C.  
Thomas L. Hayes of Burlington, Vermont.

January 24, 1973

Perry G. Gathright of Houston, Texas.  
W. Lloyd Lane of Indian Harbor Beach, Florida.  
Florida Bartosic of Detroit, Michigan.  
Robert L. Stutz of Storrs, Connecticut.  
Irvin T. Bergman of Cedar Hurst, New York.

*2a. Arbitrators Appointed—Task Force Arbitrations, fiscal year 1973*

Name	Residence	Date of Appointment	Task Force Board No.	Parties
Mr. Nicholas H. Zumas <sup>1</sup> .....	Washington, D C.....	July 13, 1972	1	Penn Central Transportation Company, United Transportation Union
Mr. Preston J. Moore.....	Oklahoma City, OK.....	July 10, 1972	2	Southern Pacific Transportation Company (Texas and Louisiana Lines), United Transportation Union.
Mr. Joseph Shister.....	Snyder, New York.....	July 11, 1972	3	Lehigh Valley Railroad Company, United Transportation Union.
Mr. John H. Dorsey.....	Washington, D C.....	Oct. 13, 1972	4	The Baltimore and Ohio Railroad Company, United Transportation Union.
Mr. Nicholas H. Zumas.....	Washington, D C.....	Oct. 17, 1972	5	Southern Railway Company, Alabama Great Southern Railroad Company, Cincinnati-New Orleans & Texas Pacific Railway Company, Georgia Southern and Florida Railway Company, Central of Georgia Railroad Company, United Transportation Union.
Mr. David Dolnick.....	Chicago, IL.....	Feb. 2, 1973	6	The Denver and Rio Grande Western Railroad Company, United Transportation Union
Dr. Murray M. Rohman.....	Fort Worth, Texas.....	Mar. 13, 1973	7	Missouri Pacific Railroad Company and United Transportation Union.

<sup>1</sup> Vice William H. Coburn, Resigned



### 3. Arbitrators Appointed—Special Boards of Adjustment (Railroad), fiscal year 1973

Name	Residence	Date of appointment	Special Board No.	Parties
Judge David H. Brown <sup>1</sup>	Sherman, TX	June 29, 1973	175	Chicago, Milwaukee, St. Paul and Pacific Railroad Company, United Transportation Union.
Rev. Francis X. Quinn, S.J.	Philadelphia, PA	July 12, 1972	795	Penn Central Transportation Company, Railroad Yardmasters of America.
Mr. Joseph Shister	Snyder, N Y	July 31, 1972	796	Erie-Lackawanna Railway Company, United Transportation Union.
Mr. John H. Dorsey	Washington, D C	Aug. 1, 1972	797	Penn Central Transportation Company, Brotherhood of Railroad Signalmen.
Do	do	Aug. 29, 1972	797(a)	Do.
Mr. Thomas L. Hayes <sup>2</sup>	Burlington, VT	Dec. 6, 1972	797	Do.
			797(n)	
Mr. Jesse Simons	New York, N Y	Aug. 2, 1972	798	Penn Central Transportation Company, United Transportation Union (T).
Mr. Howard G. Gamser	Washington, D C	Aug. 4, 1972	799	The Baltimore and Ohio Railroad Company, United Transportation Union (T).
Mr. John H. Dorsey	Washington, D C	Sept. 1, 1972	800	Railroad-Train Dispatcher Joint Committee—Train Dispatcher Member v. Carrier Members.
Mr. Irving T. Bergman	Cedarhurst, N Y	Sept. 1, 1972	801	Norfolk and Western Railway Company, United Transportation Union.
Mr. Jesse Simons	New York, N Y	Sept. 11, 1972	802	Seaboard Coast Line Railroad Company and Brotherhood of Locomotive Engineers.
Mr. Milton Friedman	New York, N Y	Sept. 11, 1972	803	Penn Central Transportation Company and The American Railway Supervisors Association.
Mr. Nelson M. Bortz	Kitty Hawk, N C	Oct. 16, 1972	804	Norfolk and Western Railway Company, Brotherhood of Locomotive Engineers.
Mr. Francis A. O'Neil	Manasquan, N J	Oct. 18, 1972	805	Erie Lackawanna Railway Company, Brotherhood of Railroad Signalmen.
Mr. Preston J. Moore	Oklahoma City, OK	Oct. 20, 1972	806	National Carriers' Conference Committee, United Transportation Union.
Mr. David H. Brown	Sherman, TX	do	806	Do.
Mr. John Criswell	Stigler, OK	do	806	Do.
Mr. Thomas L. Hayes	Burlington, VT	Nov. 3, 1972	807	The Chesapeake and Ohio Railway Company, The Baltimore and Ohio Railroad Company, United Transportation Union (T).
Mr. Jesse Simons	New York, N Y	Nov. 21, 1972	808	Penn Central Transportation Company, Transportation Workers Union of America Railroad Division.
Mr. Arnold Marshall Zack	Boston, MA	Nov. 30, 1972	809	REA Express, Inc. Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees.
Rev. Francis X. Quinn, S.J.	Philadelphia, PA	Dec. 20, 1972	810	Penn Central Transportation Company, United Transportation Union (T).
Mr. John Criswell	Stigler, OK	Jan. 18, 1973	811	St. Louis-San Francisco Railway Company, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Mr. John H. Dorsey	Washington, D C	Jan. 23, 1973	812	Louisville and Nashville Railroad Company, Brotherhood of Railroad Signalmen.
Mr. C. Robert Roadley	Falls Church, VA	Feb. 2, 1973	813	Norfolk and Western Railway Company, Brotherhood of Locomotive Engineers.
Mr. Nicholas H. Zumas	Washington, D C	Mar. 27, 1973	814	Norfolk and Western Railway Company, Railroad Yardmasters of America.
Dr. Jacob Seidenberg	Falls Church, VA	Mar. 28, 1973	815	Delaware and Hudson Railway Company, United Transportation Union.
Mr. Paul Dugan	Kansas City, MO	May 10, 1973	816	Chicago Transit Authority, Railway Employees' Department.
Mr. Jesse Simons	New York, N Y	May 21, 1973	817	Penn Central Transportation Company, American Train Dispatchers Association.
Mr. C. Robert Roadley	Falls Church, VA	May 17, 1973	818	Norfolk and Western Railway Company, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Mr. Francis A. O'Neil, Jr.	Manasquan, N J	June 8, 1973	819	Penn Central Transportation Company, United Transportation Union

<sup>1</sup> Parties replaced H. Raymond Cluster

<sup>2</sup> Vice, John H. Dorsey, resigned

#### 4. Arbitrators appointed pursuant to Union Shop Agreement, fiscal year 1973

Name	Residence	Date of appointment	Carrier	Organization	Individuals Involved
Morris L. Myers...	San Francisco, CA...	Aug. 25, 1972	Southern Pacific Transportation Company...	Brotherhood of Maintenance... of Ways Employees	Amilcar Buitrago Rivera.

#### 5. Referees Appointed—System Board of Adjustment (Airlines), fiscal year 1973

Name	Residence	Date of appointment	Parties
Francis A. O'Neill, Jr. ....	Manasquan, N.J. ....	July 14, 1972 panel.	Southern Airways, Airline Pilot Association.
Rev. Leo C. Brown, S.J. ....	St. Louis, MO. ....		
C. Robert Roadley. ....	Falls Church, VA. ....		
Frank J. Dugan. ....	Washington, D.C. ....		
Edmond W. Schedler, Jr. ....	Dallas, TX. ....		
Herbert Mesigh. ....	Oklahoma City, OK. ....	July 14, 1972 panel.	Do.
Robert G. Williams. ....	Charlotte, N.C. ....		
Francis J. Robertson. ....	Washington, D.C. ....		
Charles E. Freeman. ....	Tallahassee, FL. ....		
Robert Franden. ....	Tulsa, OK. ....		
Joseph Edward Cole. ....	Junction City, KA. ....	Aug. 2, 1972 panel.	Airlift International, Inc. and Airline Pilots Association.
Peyton Miller Williams. ....	Oklahoma City, OK. ....		
James J. Sherman. ....	Tampa, FL. ....		
Alexander B. Porter. ....	Washington, D.C. ....		
David M. Helfeld. ....	Rio Piedras, P.R. ....		
Clement P. Cull. ....	Teaneck, N.J. ....	Aug. 2, 1972 panel.	Airlift International, Inc. and Airline Pilots Association.
Edmond W. Schedler, Jr. ....	Dallas, TX. ....		
Don J. Harr. ....	Oklahoma City, OK. ....		
Don Hamilton. ....	do. ....		
Gene T. Ritter. ....	Ardmore, OK. ....		
Morris P. Glushien. ....	New York, N.Y. ....	Aug. 2, 1972 panel.	Airlift International, Inc. and Airline Pilots Association.
James J. Sherman. ....	Tampa, FL. ....		
Bernard Cushman. ....	Washington, D.C. ....		
Robert G. Williams. ....	Charlotte, N.C. ....		
Thomas L. Hayes. ....	Burlington, VT. ....		
William H. Coburn. ....	Washington, D.C. ....	Aug. 2, 1972 panel.	Airlift International, Inc. and Airline Pilots Association.
Arthur Stark. ....	New York, N.Y. ....		
Jerome G. Greene. ....	Miami, FL. ....		
Charles Freeman. ....	Tallahassee, FL. ....		

5. Referees Appointed—System Board of Adjustment (Airlines), fiscal year 1973—Continued

Bernard Cushman, Esq.	Washington, D C.	Aug. 2, 1972	Taca International Airlines, SA, Air Line Pilots Association.
Robert G. Williams	Charlotte, N C.		
Thomas L. Hayes	Burlington, VT.		
William H. Coburn	Washington, C D.		
Arthur Stark, Esq.	New York, N Y.		
Jerome G. Greene, Esq.	Miami, FL.		
Charles E. Freeman	Tallahassee, FL.	Aug. 11, 1972	Braniff International and International Association of Machinists and Aerospace Workers.
Edmond W. Schedler, Jr.	Dallas, TX.		
Dr. Murray M. Rohman	Fort Worth, TX.	do.	Do.
Matthew A. Kelly	Larchmont, N Y.	Aug. 16, 1972	Pan American World Air Ways, International Brotherhood of Teamsters.
Arnold Marshall Zack	Boston, MA.		
Charles M. Rehms	Ann Arbor, MI.		
Edmond W. Schedler, Jr.	Dallas, TX.		
Laurence E. Seibel	Washington, D C.		
James J. Sherman	Tampa, FL.		
Francis J. Robertson	Washington, D C.	Aug. 24, 1972	Alaska Airlines, Inc. International Association of Machinists and Aerospace Workers
Morris L. Myers	San Francisco, CA.		
Harry H. Platt	Detroit, MI.	do.	National Airlines, Inc. and Air Line Pilots Association
Rev. Leo C. Brown, S.J.	St. Louis, MO.	Aug. 25, 1972	Braniff International and International Association of Machinists and Aerospace Workers.
Paul D. Hanlon	Portland, OR.	Aug. 29, 1972	Alaska Airlines, Inc. The International Association of Machinists and Aerospace Workers.
Frank Dugan	Washington, D C.	Sept. 5, 1972	Allegheny Airlines, Inc. vs. William J. McWilliam.
Thomas L. Hayes	Burlington, VT.		
Thomas G. S. Christensen	New York, N Y.		
John W. McConnell	Ithaca, N Y.		
Irving Shapiro	Albany, N Y.		
Arthur Stark	New York, N Y.		
Arnold Zack	Boston, MA.	Sept. 6, 1972	Alaska Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Mark L. Hahn	Detroit, MI.		
David M. Helfeld	Rio Piedras, P. R.	Sept. 20, 1972	Prinair and Air Line Pilots Association.
Francis J. Robertson	Washington, D C.		
Jacob Seidenberg	Falls Church, VA.		
Robert Franden	Tulsa, OK.		
Laurence E. Seibel	Washington, D C.		
William H. Coburn	do.		
John H. Dorsey	do.	Sept. 22, 1972	Hawaiian Airlines, Inc. and Air Line Pilots Association.
Ted T. Tsukiyama	Honolulu, HA.		
Frank J. Dugan	Washington, D C.		
Thomas L. Hayes	Burlington, VT.	Oct. 17, 1972	Delta-Northeast Merger Case v. Angelo S. Zammuto.
Thomas G. S. Christensen	New York, N Y.		
John W. McConnell	Ithaca, N Y.		
Mr. Irving Shapiro	Albany, N Y.		
Arthur Stark	New York, N Y.		
Arnold M. Zack	Boston, MA.		

5. Referees Appointed—System Board of Adjustment (Airlines), fiscal year 1973—Continued

Name	Residence	Date of appointment	Parties
William H. Coburn.....	Washington, D C.....	Oct. 17, 1972	Capitol International Airways, Inc. and Air Line Pilots Association.
Bernard Cushman.....	do.....	Oct. 19, 1972	Do.
John E. Gorsuch.....	Denver, CO.....	Nov. 1, 1972	Frontier Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Francis A. O'Neill, Jr.....	Manasquan, N J.....	Nov. 2, 1972 panel.	Merger of Delta Airlines, Inc. and Northeast Airlines, Inc. (Clerical Craft).
Howard G. Gamser.....	Washington, D C.....		
William H. Coburn.....	do.....		
Edmond W. Schedler, Jr.....	Dallas, TX.....		
Rev. Francis X. Quinn, S. J.....	Philadelphia, PA.....		
Arnold Marshall Zack.....	Boston, MA.....	Nov. 2, 1972 panel.	Merger of Delta Airlines, Inc. and Northeast Airlines, Inc. (Stewardess Craft).
Jean T. McKelvey.....	Rochester, N Y.....		
Francis J. Robertson.....	Washington, D C.....		
Thomas L. Hayes.....	Burlington, VT.....		
Paul C. Dugan.....	Kansas City, MO.....		
Don Hamilton.....	Oklahoma City, OK.....	Nov. 21, 1972	Continental Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Rev. Leo C. Brown, S.J.....	St. Louis, MO.....		
Eva Robins.....	New York, N Y.....		
Murray M. Rohman.....	Fort Worth, TX.....		
Edmond W. Schedler, Jr.....	Dallas, TX.....		
William H. Coburn.....	Washington, D C.....	Nov. 28, 1972	National Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Arnold Marshall Zack.....	Boston, MA.....	Nov. 28, 1972 panel.	Delta-Northeast Merger Case, v. Lawrence J. Murphy.
Robert M. O'Brien.....	South Boston, MA.....		
Robert L. Stutz.....	Storrs, CT.....		
Morris P. Glushien.....	New York, N Y.....		
Francis J. Robertson.....	Washington, D C.....		
Eva Robins.....	New York, N Y.....	Dec. 1, 1972	Caribbean Atlantic Airlines, Inc. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees System.
Thomas L. Hayes.....	Burlington, VT.....		
Rev. Leo C. Brown, S.J.....	St. Louis, MO.....		
Robert L. Stutz.....	Storrs, CT.....		
Leo C. Brown, S.J.....	St. Louis, MO.....		
Francis J. Robertson.....	Washington, D C.....	Jan. 17, 1972 panel.	Captain James Mattieson, American-Trans Caribbean Merger Case.
James J. Sherman.....	Tampa, FL.....		
Laurence E. Seibel.....	Washington, D C.....		
William H. Coburn.....	do.....		
Leverett Edwards.....	Fort Worth, TX.....		
William M. Edgett.....	Baltimore, MD.....	Jan. 18, 1973	National Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Alfred H. Brent.....	East Northport, N Y.....		

# 5. Referees Appointed—System Board of Adjustment (Airlines), fiscal year 1973—Continued

Francis J. Robertson.....	Washington, D C.....	} Jan. 18, 1973	Piedmont Airlines, Inc. and Air Line Pilots Association. panel.
Harry H. Platt.....	Detroit, MI.....		
William H. Coburn.....	Washington, D C.....		
Francis A. O'Neill.....	Manasquan, N J.....		
Nelson M. Bortz.....	Kitty Hawk, N C.....		
Florian Bartosic.....	Detroit, MI.....	} Feb. 2, 1973	Eastern Airlines, Inc. and Non-Management Salaried Employees. panel.
Morris P. Glushien.....	New York, N Y.....		
Howard G. Gamser.....	Washington, D C.....		
Francis J. Robertson.....	do.....		
Rev. Leo C. Brown.....	St. Louis, MO.....		
Robert J. Ables.....	Washington, D C.....	} Feb. 8, 1973	American Airlines, Inc. v. Frank Bauer.
Charles M. Rehmus.....	Ann Arbor, MI.....		
Francis J. Robertson.....	Washington, D C.....		
Francis A. O'Neill, Jr.....	Manasquan, N J.....		
Robert M. O'Brien.....	South Boston, MA.....		
William H. Coburn.....	Washington, D C.....	} Feb. 9, 1973	Merger of Allegheny Airlines and Mohawk Airlines, Air Line Pilots Association. National Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Lewis M. Gill.....	Merion, PA.....		
Bernard Cushman.....	Washington, D C.....		
Leverett Edwards.....	Fort Worth, TX.....	Feb. 16, 1973	Mexicana Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Walter L. Gray, Sr.....	Oklahoma City, OK.....	Mar. 20, 1973	Ozark Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Harry H. Platt.....	Detroit, MI.....	} Mar. 22, 1973	Delta-Northeast Merger Case. panel.
William H. Coburn.....	Washington, D C.....		
Charles M. Rehmus.....	Ann Arbor, MI.....		
James J. Sherman.....	Tampa, FL.....		
Laurence E. Seibel.....	Washington, D C.....		
Leverett Edwards.....	Fort Worth, TX.....	} Mar. 29, 1973	Caribbean Atlantic Airlines, and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
C. Robert Roadley.....	Falls Church, VA.....		
David M. Helfeld.....	Rio Piedras, P. R.....		
Perry G. Gathright.....	Houston, TX.....	} Apr. 13, 1973	Modern Air Transport, Inc. v. John Giordano panel.
Irving R. Shapiro.....	Albany, N Y.....		
Irving T. Bergman.....	Cedarhurst, N Y.....		
Alfred H. Brent.....	East Northport, N Y.....		
James J. Sherman.....	Tampa, FL.....		
James C. Vadakin.....	Coral Gables, FL.....	} Apr. 13, 1973	Ozark Airlines, Inc. and Air Line Pilots Association. panel.
Howard G. Gamser.....	Washington, D C.....		
Robert Hogueland.....	Rye, N Y.....		
Charles M. Rehmus.....	Ann Arbor, MI.....		
Edmond W. Schedler, Jr.....	Dallas, TX.....		
W. Lloyd Lane.....	Indian Harbor Beach, FL.....	} Apr. 25, 1973	Braniff International, International Association of Machinists and Aerospace Workers.
Francis J. Robertson.....	Washington, D C.....		
Leverett Edwards.....	Fort Worth, TX.....		
Frank J. Dugan.....	Washington, D C.....		
Peyton M. Williams.....	Oklahoma City, OK.....		

**5. Referees Appointed—System Board of Adjustment (Airlines), fiscal year 1973—Continued**

Name	Residence	Date of appointment	Parties
James C. Vadakin.....	Coral Gables, FL.....	May 3, 1973	Prinair and Air Line Pilots Association. panel.
David M. Helfeld.....	Rio Piedras, P. R.....		
Jerome G. Greene, Esq.....	Miami, FL.....		
Robert G. Williams.....	Charlotte, N C.....		
William H. Coburn, Esq.....	Washington, D C.....		
Francis A. O'Neill, Jr.....	Manasquan, N J.....	May 18, 1973	American Airlines v. Patrick G. Breen. panel.
Arnold Marshall Zack, Esq.....	Boston, MA.....		
Eugene Mittelman.....	Washington, D C.....		
Francis A. O'Neill, Jr.....	Manasquan, N J.....		
Francis J. Robertson.....	Washington, D C.....		
Robert L. Stutz.....	Storrs, CT.....	May 21, 1973	Compania Mexicana de Aviacion, S.A., International Association of Machinists and Aerospace Workers.
Eva Robins.....	New York, N Y.....		
James M. Harkless.....	Washington, D C.....		
Mark L. Kahn.....	Detroit, MI.....		
Preston J. Moore.....	Oklahoma City, OK.....		
Eugene Mittelman.....	Alexandria, VA.....	June 8, 1973	American Airlines v. Michael P. Mangum. panel.
Francis J. Robertson.....	Washington, D C.....		
William H. Coburn.....	do.....		
Irving R. Shapiro.....	Albany, N Y.....		
Irving T. Bergman.....	Cedarhurst, N Y.....		
Robert L. Stutz.....	Storrs, CT.....		
Eva Robins.....	New York, N Y.....		

**5A. Referees Appointed—System Board of Adjustment (Railroads), fiscal year 1973**

Name	Residence	Date of appointment	Parties
Matthew A. Kelly.....	Larchmont, N Y.....	Oct. 17, 1972	Penn Central Transportation Comapny and Claimant Joseph N. Zarra.
Francis A. O'Neill, Jr.....	Manasquan, N J.....	Oct. 17, 1972	Penn Central Transportation Company and Railroad Food Workers Union.
Do.....	do.....	May 3, 1973	Penn Central Transportation Company and vs. Jackson T. King.

*6. Neutral referees appointed pursuant to Public Law 91-518 (Rail Passenger Service of 1970—Amtrak) fiscal year 1973*

Name	Residence	Date of appointment	Amtrak No.	Parties
John H. Dorsey.....	Washington, D C.....	July 28, 1972	4-11	Norfolk and Western Railway Co. & Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
Paul C. Dugan.....	Kansas City, MO.....	July 28, 1972	5-11	Atchison, Topeka & Santa Fe Railway Co. & United Transportation Union (T).
William M. Edgett.....	Baltimore, MD.....	Aug. 24, 1972	6-11	The Baltimore and Ohio Railroad Co. and United Transportation Union (T).
C. Robert Roadley.....	Falls Church, VA.....	Sept. 27, 1972	7-11	Louisville and Nashville Railroad Co. and United Transportation Union.
Leverett Edwards.....	Fort Worth, TX.....	Nov. 21, 1972	8-11	Atchison, Topeka & Santa Fe Railway Company & United Transportation Union (C & T).
Paul D. Hanlon.....	Portland, OR.....	Feb. 9, 1973	9-11	Union Pacific Railroad Co. & Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
William M. Edgett.....	Baltimore, MD.....	Apr. 17, 1973	10-11	The Baltimore and Ohio Railroad Co. and United Transportation Union (T).
Rev. Leo C. Brown, S. J.....	St. Louis, MO.....	Apr. 17, 1973	11-11	Denver Union Terminal Railway Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.

# APPENDIX C

TABLE 1.—*Number of cases received and disposed of, fiscal years 1935-73*

Status of cases	39-year period 1935-73	Fiscal year 1973	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	482	480	489	471	472	248	202	136	172
New cases docketed.....	14,180	326	287	311	316	394	302	413	415	463
Total cases on hand and received.....	14,276	808	767	800	787	866	550	615	551	635
Cases disposed of.....	13,962	494	285	320	298	356	289	401	403	496
Cases pending and undsttled at end of period.....	314	314	482	480	489	510	261	214	148	139
Representation cases										
Cases pending and unsettled at beginning of period.....	24	8	3	11	10	22	17	22	34	50
New cases docketed.....	4,369	80	82	75	70	82	62	100	136	176
Total cases on hand and received.....	4,393	88	85	86	80	104	79	122	170	226
Cases disposed of.....	4,371	66	77	83	69	82	62	102	137	186
Cases pending and unsettled at end of period.....	22	22	8	3	11	22	17	20	33	40
Mediation cases										
Cases pending and unsettled at beginning of period.....	72	472	476	477	458	447	228	173	102	122
New cases docketed.....	9,685	244	201	234	245	309	235	304	276	286
Total cases on hand and received.....	9,757	716	677	711	703	756	463	477	378	408
Cases disposed of.....	9,466	495	205	235	226	271	221	290	264	309
Cases pending and unsettled at end of period.....	291	291	472	476	477	485	241	187	114	99
Interpretation cases										
Cases pending and unsettled at beginning of period.....	None	2	1	1	3	3	3	6	0	0
New cases docketed.....	129	2	4	2	1	3	5	9	3	1
Total cases on hand and received.....	129	4	5	3	4	6	8	15	3	1
Cases disposed of.....	128	3	3	2	3	3	5	8	2	1
Cases pending and unsettled at end of period.....	1	1	2	1	1	3	3	7	1	0



TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1973

	Disposition by type of carrier						Rail-roads, total	Air-line total	Disposition by major issue involved					
	Railroads								New agreement		Rate of pay		Rules	
	Total all cases	Class I	Class II	Switching and terminal	Electric railroads	Miscellaneous carriers			Rail-road	Air-line	Rail-road	Air-line	Rail-road	Air-line
Total.....	425	265	38	46	5	12	366	59	0	7	4	1	362	51
Mediation agreement.....	87	27	15	6	2	4	54	33	0	5	0	1	54	27
Arbitration agreement.....	1	0	0	0	0	0	0	1	0	0	0	0	0	1
Withdrawn after mediation.....	3	2	1	0	0	0	3	0	0	0	0	0	3	0
Withdrawn before mediation.....	6	5	0	0	0	0	5	1	0	0	0	0	5	1
Refusal to arbitrate by:														
Carrier.....	4	1	0	0	0	1	2	2	0	1	0	0	2	1
Employees.....	6	2	2	0	0	0	4	2	0	0	0	0	4	2
Both.....	3	0	0	0	0	3	3	0	0	0	0	0	3	0
Dismissal.....	315	228	20	40	3	4	295	20	0	1	4	0	291	19

TABLE 3.—Representation cases disposition by craft or class, employee involved and participating, fiscal year 1973

	Railroads				Airlines			
	Number cases	Number crafts and classes	Employees involved	Number participating	Number cases	Number crafts and classes	Employees involved	Number participating
Total.....	21	21	7,822	245	45	50	12,675	4,350
DISPOSITION								
Certification.....	11	11	156	143	17	20	1,701	1,418
Dismissals.....	10	10	7,666	102	28	30	10,974	2,932
Total all cases.....	66		20,497	4,595				

TABLE 4.—Number of cases disposed of by major groups of employees, fiscal year 1973

Major groups of employees	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	494	66	425	3
Railroad total.....	388	21	366	1
Combined groups, railroads.....	3	0	3	0
Train, engine, and yard service.....	328	5	322	1
Mechanical foremen.....	1	1	0	0
Maintenance of equipment.....	0	0	0	0
Clerical, office, station, and storehouse.....	10	3	7	0
Yardmasters.....	3	0	3	0
Maintenance-of-way and signal.....	6	3	3	0
Subordinate officials in maintenance-of-way.....	1	0	1	0
Agents, telegraphers, and towermen.....	0	0	0	0
Train dispatchers.....	1	0	1	0
Technical engineers, architects, draftsmen, etc.....	2	1	1	0
Dining car employees, train and pullman porters.....	1	0	1	0
Patrolmen and special officers.....	4	3	1	0
Marine servicemen.....	3	0	3	0
Miscellaneous railroad.....	25	5	20	0
Airline total.....	106	45	59	2
Combined groups, airline.....	15	4	11	0
Mechanics.....	19	6	11	2
Radio and teletype operators.....	1	0	1	0
Clerical, office, fleet and passenger service.....	22	14	8	0
Stewards, stewardesses, and flight pursers.....	10	2	8	0
Pilots.....	19	5	14	0
Dispatchers.....	4	3	1	0
Meteorologists.....	1	0	1	0
Stock and stores.....	2	2	0	0
Flight engineers.....	1	0	1	0
Flight navigators.....	0	0	0	0
Flight kitchen and commissary employees.....	1	1	0	0
Miscellaneous airline.....	11	8	3	0

**TABLE 5.—Number of crafts or classes number of employees involved in representation cases, by major groups of employees, fiscal year 1973**

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	66	71	20,497	100
Railroad, total.....	21	21	7,822	38
Dining car employees, train and pullman porters.....	0	0	0	0
Train service.....	2	2	4,675	23
Engine service.....	2	2	14	( <sup>1</sup> )
Yard service.....	1	1	2,780	14
Mechanical department foremen.....	1	1	9	( <sup>1</sup> )
Maintenance of equipment.....	0	0	0	0
Clerical, office, station, and storehouse.....	3	3	64	( <sup>1</sup> )
Yardmasters.....	0	0	0	0
Maintenance-of-way and signal.....	3	3	51	( <sup>1</sup> )
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.....	1	1	43	( <sup>1</sup> )
Patrolmen and special officers.....	3	3	17	( <sup>1</sup> )
Marine service.....	0	0	0	0
Combined groups, railroad.....	0	0	0	0
Miscellaneous, railroad.....	5	5	169	( <sup>1</sup> )
Airline total.....	45	50	12,675	62
Mechanics.....	6	6	659	3
Flight navigators.....	0	0	0	0
Clerical, office, fleet and passenger service.....	14	14	10,355	( <sup>1</sup> )
Stock and stores employees.....	2	2	32	51
Stewardesses, pursers, and flight attendants.....	2	2	145	( <sup>1</sup> )
Pilots.....	5	5	142	( <sup>1</sup> )
Flight engineers.....	0	0	0	0
Airline dispatchers.....	3	3	18	( <sup>1</sup> )
Commissary employees.....	1	1	71	( <sup>1</sup> )
Radio and teletype operators.....	0	0	0	0
Meteorologists.....	0	0	0	0
Combined groups, airline.....	4	9	586	3
Miscellaneous, airline.....	8	8	667	3

<sup>1</sup> Less than 1 percent.

Note: Because of rounding, sums of individual items may not equal totals

TABLE 6.—*Number of crafts or classes certified, and employees involved in representation cases by type of results, fiscal year, 1973*

	Certification 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- cent	Per- cent		Num- ber	Per- cent
<b>Railroads</b>									
Representation acquired:									
Elections.....	5	79	4	0	0	0	5	79	4
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation changed:									
Elections.....	4	39	2	1	31	2	5	70	4
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation unchanged:									
Elections.....	1	7	( <sup>1</sup> )	0	0	0	1	7	( <sup>1</sup> )
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total railroad.....	10	125	6	1	31	2	11	156	8
<b>Airlines</b>									
Representation acquired:									
Elections.....	9	501	27	0	0	0	9	501	27
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation changed:									
Elections.....	6	312	17	1	10	( <sup>1</sup> )	7	322	17
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation unchanged:									
Elections.....	4	878	47	0	0	0	4	878	47
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total airlines.....	19	1,691	91	1	10	0	20	1,701	91
Total, combined railroad and airlines.....	29	1,816	97	2	41	2	33	1,857	99

<sup>1</sup> Less than 1 percent.

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

Note: Because of rounding, sums of individual items may not equal totals.

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1972 to June 30, 1973*

Case Number	Carrier	Organization	Craft or class	Number of employees	Date of work stoppage	Date work resumed	Number of days	Issues	Disposition
A-9123	Northwest Airlines	Air Line Pilots Association	Pilots	1,620	June 30, 1972	Oct. 2, 1972	95	Rules and work conditions	Mediation Agreement
A-9174	River Terminal Railway Company	Brotherhood of Locomotive Engineers	Locomotive Engineers	50	Aug. 13, 1972	Aug. 16, 1972	3	Revision of Contract	Mediation Agreement dated Aug. 17, 1972
C-4236	REA, Express, Inc.	Brotherhood of Railway Airline, & Steamship Clerks, Freight Handlers, Express & Station Employees	Clerical, Office, Station and Storehouse Employees	15,356	Oct. 20, 1972	Oct. 23, 1972	4	Referendum to accept final offer or continue the strike	Referendum poll dated Feb. 2, 1973
A-9167	Long Island Rail-Road	Non-Operating Employees Conference Committee	Carmen, Teamsters, Clerks, Electrical Workers, Sheet Metal Workers and other nonoperating employees as well as supervisors	5,000	Nov. 30, 1972	Jan. 18, 1973	50	Wages	90-day cooling off period with a three-member panel to assist in the search for a permanent settlement
A-9138 Sub 1-10	Penn Central Transportation Company	United Transportation Union	Trainmen	28,000	Feb. 8, 1972	Feb. 8, 1973	1	Reduction in freight-train crews	Congressional intervention that ended walkout for 90 days
A-9220 (a)	Mackey International Air Commuter, Inc.	International Association of Machinists and Aerospace Workers	Stock Clerks, Mechanical and Related Employees	21	Mar. 29, 1973 <sup>2</sup>	-----	-----	Initial contracts	-----
A-9220 (b)	Mackey International Air Commuter, Inc.	International Association of Machinists and Aerospace Workers	Clerical, Office, Fleet & Passenger Service Employees	-----	-----	-----	-----	-----	-----
A-9220 (c)	Mackey International Air Commuter, Inc.	International Association of Machinists and Aerospace Workers	Stewardess	-----	-----	-----	-----	-----	-----
A-9182	Port Authority-Trans Hudson Corporation	Brotherhood of Railway Carmen of the United States and Canada	Carmen	214	Apr. 1, 1973	June 4, 1973	65	Wage increase	Agreement between the parties
A-9238	Ozark Air Lines, Inc.	Aircraft Mechanics Fraternal Association	Mechanics	560	Apr. 19, 1973	July 2, 1973	74	Wages	Mediation agreement dated June 27, 1973

<sup>1</sup> Not included are those strikes of less than 24 hours' duration.<sup>2</sup> At the time of this report these employees were still on strike.

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 1935-73

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
Total:								
1973.....	6,781	3,755	997	856	177	18	115	863
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:								
1973.....	6,684	3,697	993	838	173	18	114	851
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:								
1973.....	97	58	4	18	4	-----	1	12
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	68	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 1935-73 inclusive

ALL DIVISIONS						
Cases	39-year period 1935-73	1973	1972	1971	1970	1969
Open and on hand at beginning of period.....		2,549	3,015	3,692	4,277	5,024
New cases docketed.....	72,667	916	847	882	921	978
Total number of cases on hand and docketed.....	72,667	3,465	3,862	4,574	5,198	6,002
Cases disposed of.....	70,589	1,387	1,313	1,559	1,506	1,724
Decided without referee.....	12,822	15	29	150	31	34
Decided with referee.....	33,169	1,164	975	789	806	1,092
Withdrawn.....	24,598	208	309	618	669	598
Open cases on hand close of period.....	2,078	2,078	2,549	3,015	3,692	4,278
FIRST DIVISION						
Open and on hand at beginning of period.....		1,764	2,054	2,650	2,940	3,299
New cases docketed.....	42,773	61	66	69	192	164
Total number of cases on hand and docketed.....	42,773	1,825	2,120	2,719	3,132	3,463
Cases disposed of.....	41,395	447	356	665	482	523
Decided without referee.....	10,877	15	23	146	27	32
Decided with referee.....	11,421	299	220	41	12	66
Withdrawn.....	19,097	133	113	478	443	425
Open cases on hand close of period.....	1,378	1,378	1,764	2,054	2,650	2,940
SECOND DIVISION						
Open and on hand at beginning of period.....		156	137	156	186	304
New cases docketed.....	6,634	197	190	162	197	138
Total number of cases on hand and docketed.....	6,634	353	327	318	365	442
Cases disposed of.....	6,511	230	171	181	209	256
Decided without referee.....	732	0	4	0	1	0
Decided with referee.....	4,826	226	164	171	195	253
Withdrawn.....	953	4	3	10	13	3
Open cases on hand close of period.....	123	123	156	137	156	186

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-73 inclusive—Continued

THIRD DIVISION						
Cases	39-year period 1935-73	1973	1972	1971	1970	1969
Open and on hand at beginning of period.....		521	779	829	1,087	1,324
New cases docketed.....	20,257	489	425	565	470	578
Total number of cases on hand and docketed.....	20,257	1,010	1,204	1,394	1,557	1,902
Cases disposed of.....	19,757	510	683	1,615	728	815
Decided without referee.....	910	0	2	4	3	1
Decided with referee.....	14,909	478*	1,528	498	529	664
Withdrawn.....	3,938	33	165	111	196	150
Open cases on hand close of period.....	500	500	521	779	829	1,087
FOURTH DIVISION						
Open and on hand at beginning of period.....		120	45	57	64	97
New cases docketed.....	3,003	169	166	86	80	98
Total number of cases on hand and docketed.....	3,003	289	211	143	144	195
Cases disposed of.....	2,914	200	91	98	87	131
Decided without referee.....	317	0	0	0	0	1
Decided with referee.....	1,994	162	63	79	70	109
Withdrawn.....	609	38	28	19	17	21
Open cases on hand close of period.....	89	89	120	45	57	64

\*2nd award rendered on one case decided by referee.

\*Second award rendered on one case decided by referee.



TABLE 10.—Employee representation on selected rail carriers as of June 30, 1973

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
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 R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Bangor & Aroostook R R.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Bessemer & Lake Erie R R.....	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
Chesapeake & Ohio Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago & Eastern Illinois R R.....	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 R R.....	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA	RYA
Chicago, Rock Island & Pacific Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Clinchfield R R.....	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 R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit & Toledo Shore Line R R.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit, Toledo & Ironton R R.....	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 R R.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Green Bay & Western R R.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Gulf, Mobile & Ohio R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Illinois Central Gulf R R.....	BLE	UTU	UTU	UTU	UTU	SA	BRAC	BMW	BRAC	ATDA
Illinois Terminal R R.....	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 R R.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	X	X

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1973—Continued

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen, and baggage-men	Yard-foremen, helpers, and switch-tenders	Yard-masters	Clerical, office, station, and store-house	Maintenance of way employees	Telegraphers	Dispatcher
Lehigh Valley R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Long Island R R.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	IBT	BRAC	ATDA
Louisville & Nashville R R.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Maine Central.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Missouri-Illinois R R.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Missouri-Kansas-Texas R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Missouri Pacific R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Monongahela Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
National R R. Passenger Corp.							BRAC			
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 R R.....	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 R R.....	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 R R.....	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 R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Soo Line R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Southern Pacific Transportation Co.....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Southern Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Texas & Pacific Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Texas Mexican Ry. Co.....	BLE	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	
Toledo, Peoria & Western R R.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Union Pacific R R.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	LU
Western Maryland Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Western Pacific R R.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1973—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
Akron, Canton & Youngstown Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA (*)	(*)	(*)
Ann Arbor R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	(*)	(*)
Atchison, Topeka & Santa Fe Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	UTU	(*)	(*)
Baltimore and Ohio R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	RED	UTU	BRAC
Bangor & Aroostook R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	IRE
Bessemer & Lake Erie R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	(*)
Boston & Maine Corp.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	SA	BRAC
Burlington Northern	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	(*)
Canadian Pacific Lines in Maine	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA (*)	(*)	BRAC
Central of Georgia Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	RED	(*)	(*)
Central R R. of New Jersey	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA (*)	(*)	(*)
Central Vermont Ry., Inc.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	IRE
Chesapeake & Ohio Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	IRE
Chicago & Eastern R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	IRE
Chicago & North Western Transportation Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	IRE
Chicago, Milwaukee, St. Paul and Pacific R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	MRMFA	UTU	IRE
Chicago, Rock Island & Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	IRE
Clinchfield R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	(*)
Colorado & Southern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	BSCP
Delaware & Hudson Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	IRE
Denver & Rio Grande Western R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	UTU	SA
Detroit & Toledo Shore Line R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	(*)
Detroit, Toledo & Ironton R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	(*)
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	BRB	ARSA	(*)	(*)
Elgin, Joliet & Eastern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	(*)
Erie-Lackawanna Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	(*)	IRE
Florida East Coast Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	(*)	X
Fort Worth & Denver Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	SA	UTU	IRE
Georgia R R. Lessee Organization	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	(*)	(*)	(*)
Grand Trunk Western R R.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRB	ARSA	UTU	IRE
Green Bay & Western R R.	IAM&AW	BB	SMWIA	X	BRCA	IBFO	BRB	(*)	(*)	(*)

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1973—Continued

Railroad	Machinists	Boiler- makers and black- smiths	Sheet metal workers	Electrical workers	Carmen and coach cleaners	Power house employees and shop laborers	Signal- men	Me- chanical foremen and supervisors	Dining car stewards	Dining car cooks and waiters
Gulf, Mobile & Ohio R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	LU	HRE
Illinois Central Gulf R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	UTU		HRE
Illinois Terminal R R	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 R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	(*)	(*)	(*)
Lehigh Valley R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE
Long Island R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Louisville & Nashville R R	IAM&AW	BB†TWU	SMWIA	IBEW	BRCA	IBFO	BRS	UTU		HRE
Maine Central R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Missouri-Illinois R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	ARSA	(*)	(*)
Missouri-Kansas-Texas R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Missouri Pacific R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Monongahela Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)		(*)
National R R. Passenger Corp.	IAM&AW			IBEW				ARSA		HRE
Norfolk & Western Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Norfolk Southern Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	(*)		(*)
Northwestern Pacific R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	LU	(*)	(*)
Penn Central Transportation Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	TWU
Pennsylvania Reading Seashore Lines	IAM&AW	(*)	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Pittsburgh & Lake Erie R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	USWA	ARSA	(*)	(*)
Reading Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	HRE
Richmond, Fredericksburg & Potomac R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
St. Louis-San Francisco Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)PPG	UTU	HRE
St. Louis Southwestern Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	X	HRE
Seaboard Coast Line R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Soo Line R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	—	(*)
Southern Pacific Transportation Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Southern Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BRAC
Texas Mexican Ry. Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS			
Texas & Pacific Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	HRE
Toledo, Peoria & Western R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Union Pacific R R	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
Toledo, Peoria & Western R R	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Union Pacific R R	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, 1973

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Stewardesses and pursers	Radio and teletype operators	Mechanics	Clerical, office, fleet and passenger service	Stock and stores
Airlift, International	ALPA		TWU		APLA		IAM&AW	ALEA	IAM&AW
Alaska Airlines, Inc.	ALPA			IAM&AW	ALPA		IAM&AW		IAM&AW
Allegheny Airlines, Inc.	ALPA				ALPA		IAM&AW		IAM&AW
Aloha Airlines, Inc.	ALPA				ALPA		IAM&AW	IAM&AW	IAM&AW
American Airlines, Inc.	APA	FEIA		TWU	TWU	TWU	TWU		TWU
Braniff International	ALPA			ADA	ALPA	IBT	IAM&AW	IBT	IBT
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
Flying Tiger Lines, Inc.	ALPA	ALPA	TWU	IAM&AW	IBT		IAM&AW		IAM&AW
Frontier Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW	ALEA	IAM&AW
Hawaiian Airlines, Inc.	ALPA			Individual	ALPA	Individual	IAM&AW	IAM&AW	IAM&AW
Hughes d/b/a Air West	ALPA			TWU	ALPA		AMFA	ALEA	IAM&AW
National Airlines, Inc.	ALPA	FEIA		TWU	ALPA	CWA	IAM&AW	ALEA	IAM&AW
North Central Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW	ALEA	IAM&AW
Northwest Airlines, Inc.	ALPA	IAM&AW	TWU	ALDA	ALPA	TWU	IAM&AW	BRAC	IAM&AW
Ozark Air Lines, Inc.	ALPA			ALDA	ALPA	IBT	AMFA	IAM&AW	IBT
Pan American World Airways, Inc.	ALPA	FEIA		TWU	TWU		TWU	IBT	IBT
Piedmont Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW		IAM&AW
San Francisco and Oakland Helicopter	ALPA				IBT	TWU	TWU	IBT	TWU
Seaboard World Airlines, Inc.	ALPA	IBT	TWU		IBT	TWU	TWU		TWU
Southern Airways, Inc.	ALPA			SADA	TWU				SASEA
Texas-International Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW	ALEA	IAM&AW
Trans World Airlines, Inc.	ALPA	ALPA		TWU	TWU	ALEA <sup>1</sup>	IAM&AW		IAM&AW
United Air Lines, Inc.	ALPA		TWU	IAM&AW	ALPA	CWA	IAM&AW		( <sup>2</sup> )
Western Airlines, Inc.	ALPA	ALPA		TWU	ALPA	BRAC	IBT	BRAC	IBT
Wien Consolidated Airlines	ALPA			IAM&AW	ALPA		IAM&AW	IAM&AW	IAM&AW

TABLE 10b.—Employee representation on selected rail carriers as of June 30, 1973

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.....	MEBA	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 RR. of New Jersey	MMP	MEBA	TWU	TWU	ILA	IUOE	TWU	
Chesapeake & Ohio Ry.: Chesapeake District.....	MMP	MEBA	SIU	USWA				
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	USWA	
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	USWA	USWA	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				

<sup>1</sup> Only a portion of the craft or class.

<sup>2</sup> Ramp, Stores, and Vehicle Drivers are represented by IAM&AW.

\* 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.
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.
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.
USWA	United Steelworkers of America.
UTU	United Transportation Union.
WRSA	Western Railway Supervisors Association.

## AIRLINES

ADA	Air Transport Dispatchers Association.
ALDA	Air Line Dispatchers Association.
ALEA	Air Line Employees Association.
ALPA	Air Line Pilots Association.
AMFA	Aircraft Mechanics Fraternal Association.
APA	Allied Pilots Association.
BRAC	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
CWA	Communication Workers of America.
FEIA	Flight Engineers International Association.
IUAEP	Independent Union of Airline Employees of Puerto Rico.
IAM&AW	International Association of Machinists and Aerospace Workers.
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers to America.
LU	Local Union.
PAFCA	Professional Airline Flight Control Association.
SADA	Southern Airways Dispatchers Association.
SASEA	Southern Airways Stores Employees Association.
TWU	Transport Workers Union of America.

## MARINE

GLLO	Great Lakes Licensed Officers' Organization.
ILA	International Longshoremen's Association.
IUOE	International Union of Operating Engineers.
IUP	Inlandboatmen's Union of the Pacific.
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
MMP	International Organization of Masters, Mates, and Pilots.
MEBA	National Marine Engineers' Beneficial Association.
NMU	National Maritime Union of America.
SIU	Seafares' International Union of North America.
TWU	Transport Workers Union of America
UMW	United Mine Workers of America <sup>1</sup> .
USWA	United Steelworkers of America.

---

