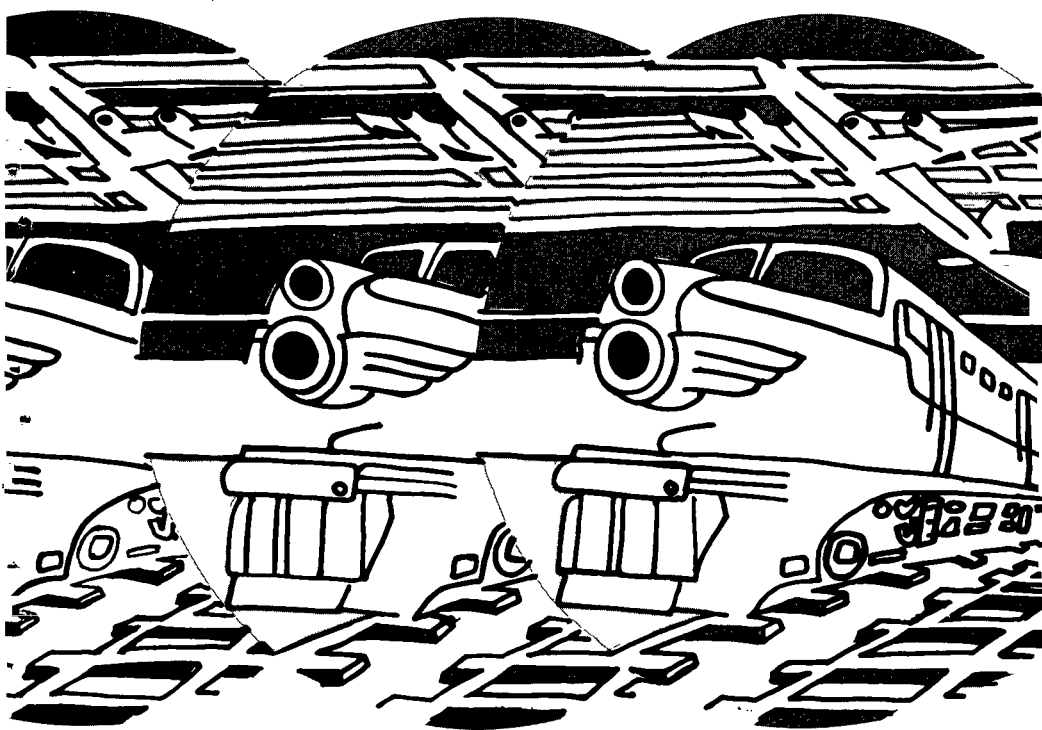


**Fortieth  
Annual Report of the  
National Mediation Board  
Including  
The Report of the National  
Railroad Adjustment Board**



**For The Fiscal Year Ended June 30, 1974**



*Fortieth*

ANNUAL REPORT OF THE

NATIONAL

MEDIATION

BOARD

INCLUDING

THE REPORT OF THE

NATIONAL RAILROAD

ADJUSTMENT BOARD



*For the Fiscal Year Ended June 30, 1974*

U.S. GOVERNMENT PRINTING OFFICE  
WASHINGTON : 1974

**NATIONAL MEDIATION BOARD**

*Fiscal Year Ended June 30, 1974*

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**KAY McMURRAY, *Chairman***

**GEORGE S. IVES, *Member***

**DAVID H. STOWE, *Member***

**ROWLAND K. QUINN, JR., *Executive Secretary***

**E. B. MEREDITH, *Staff Director/Mediation***

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## LETTER OF TRANSMITTAL

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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 Fortieth Annual Report of the National Mediation Board for the fiscal year ended June 30, 1974 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 observations.....	1
1. Strikes.....	11
2. Threatened strikes.....	12
3. Items of special interest.....	13
II. Record of cases.....	20
1. Cases handled by the Board.....	20
2. Disposition of cases.....	21
3. Major groups of employees involved in cases.....	21
4. Record of mediation cases.....	22
5. Election and certification of representatives.....	22
III. Mediation disputes.....	24
1. Problems in mediation.....	25
IV. Representation disputes.....	29
1. Rules and regulations.....	31
V. Arbitration and Emergency Boards.....	34
1. Arbitration Boards.....	34
2. Emergency Boards—section 10, Railway Labor Act.....	36
VI. Wage and rule agreements.....	38
1. Agreements covering rates of pay, rules, and working conditions.....	38
2. Notices regarding contracts of employment.....	38
VII. Interpretation and application of agreements.....	40
1. Interpretation of mediation agreements.....	40
2. National Railroad Adjustment Board.....	41
3. Airline Adjustment Boards—System Boards of Adjustment (Airline).....	42
4. Special Boards of Adjustment (Railroad).....	43
5. P.L. Boards (pursuant to Public Law 89-456 of June 20, 1966).....	43
6. Amtrak Rail Worker Protection Plan Certified by Hodgson.....	44
VIII. Organization and finances of National Mediation Board.....	46
1. Organization.....	46
2. Financial statement.....	47

### APPENDIX A

Report of National Railroad Adjustment Board.....	48
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### APPENDIX B

Neutral arbitrators and referees appointed.....	58
1. Neutrals appointed—P.L. Boards.....	58
2. Arbitrators appointed—Arbitration Boards.....	64
3. Neutrals appointed—Special Board of Adjustment.....	65
4. Neutrals appointed—Union Shop Agreements.....	65
5. Referees appointed—System Board of Adjustment.....	66
6. Neutral referees appointed (Rail Passenger Service Act of 1970) (Amtrak).....	70

## APPENDIX C

### LIST OF TABLES

Table No.	Page
1. Number of cases received and disposed of, fiscal years 1935-74.....	71
2. Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1974.....	72
3. Representation cases: Disposition by craft or class, employees involved and participating, fiscal year 1974.....	73
4. Number of cases disposed of by major groups of employees, fiscal year 1974.....	73
5. Number of crafts or classes and number of employees involved in representation cases by major groups of employees, fiscal year 1974....	74
6. Number of crafts or classes certified and employees involved in representation cases by types of results, fiscal year 1974.....	75
7. Strikes in the railroad and airline industries, July 1, 1973 to June 30, 1974.....	76
8. Number of labor agreements on file with the National Mediation Board according to type of labor organizations, by class of carriers, fiscal years 1935-74.....	77
9. Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1935-74.....	78
10. Employee representation on selected rail and air carriers as of June 30, 1974.....	79



## 1. 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, 1974. 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>

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

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

In 1934 the original Act was amended and supplemented in important procedural respects. Principally, these amendments provided for: (1) Protection of the right of employees to organize for collective bargaining purposes; (2) a method by which the National Mediation Board could 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 expiration of the term of office until a successor is appointed and shall have qualified. Public Law No. 88-542.

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<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.

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 four hundred amendments or revisions of agreements. Such settlements clearly indicate the effectiveness of collective bargaining under the Act.

In the event that the parties do not settle their problem in direct negotiations either party may request the services of the National Mediation Board in settling the dispute or the Board may proffer its services to parties. In the event this occurs, the "status quo" continues in effect and the carrier shall not alter the rates of pay, rules, or working conditions as embodied in existing agreements while the Board retains jurisdiction. At this point the Board, through its mediation services, attempts to reconcile the differences between the parties so that a mutually acceptable solution to the problem may be found. The mediation function of the Board cannot be described as a routine process following a predetermined formula. Each case is singular and the procedure adopted must be fitted to the issue involved, the time and circumstances of the dispute, and personality of the representatives of the parties. It is here that the skill of the mediator, based on 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 40 years the National Mediation Board has been in existence, 184 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 under this amendment are designated as PL boards to distinguish them from other special boards of adjustment.

The National Railroad Adjustment Board, with headquarters in Chicago, Ill., is composed of equal representation of labor and management who, if they cannot dispose of the dispute, may select a neutral referee to sit with them and break the tie or in the event they cannot agree upon the referee the Act provides that the National Mediation Board shall appoint a referee to sit with them and dispose of the dispute. The Supreme Court has stated that the provisions dealing with the adjustment board were to be considered as compulsory arbitration in this limited field. (*Brotherhood of Railroad Trainmen v. Chicago River and Indiana Railroad Co.*, 353 U.S. 30.) (1957)



## SUMMARY

As will be seen from the foregoing outline, the Railway Labor Act provides a comprehensive system for the settlement of labor disputes in the railroad and airline industries. The various principles and procedures of that system were incorporated in it only after they had provided effective and necessary experience under previous statutes.

The first annual report of the National Mediation Board for the fiscal year ending June 30, 1935, stated:

Whereas the early legislation for the railroads \* \* \* made no attempts to differentiate labor controversies but treated them as if they were all of a kind, the amended Railway Labor Act clearly distinguishes various kinds of disputes, provides different methods and principles for setting the different kinds, and sets up separate agencies for handling the various types of labor disputes. These principles and methods, built up through years of experimentation, provide a model labor policy, based on equal rights and equitable relations.

The statute is based on the principle that when a dispute involves the making or changing of a collective bargaining agreement under which the parties must live and work, an agreed upon solution is a more desirable contract than one imposed by decision. This principle preserves the freedom of contract in conformity with the freedom inherent in our system of government.

The design of the Act is to place on the parties to any dispute of this character the responsibility to weigh and consider the merit and practicality of their proposal and to hear and consider opposing views and offers of compromise and adjustment—and time to reflect on the consequences to their own interest and the interest of the public of any other course than a peaceful solution of their problems.

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

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

As with any system or plan which seeks to retain freedom of contract and the right to resort to economic force, there have been periods of crisis under the Act, but in the aggregate, the system has worked well.

It cannot, however, be overemphasized that whatever the success that has been achieved in maintaining industrial peace in the industries serviced 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 joins, 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 modification of local agreements.

### 1. STRIKES

Table 7, appendix C, of this report indicates a tabulation of 4 work stoppages occurring during fiscal year 1974 in industries covered by the Railway Labor Act. All of these stoppages occurred in the airline 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-9297—*KLM v. TWU*

The major issue of this dispute was the proposed abolishment of the company's commissary function and employees (approx 72) and sub-contracting this service.

The Union was determined to prevent the sub-contracting or any adjustment which would result in any loss of jobs.

Negotiation over ten months period failed to reach agreement and a strike was effected by approximately 300 employees on July 1, 1973. Mediation efforts continued during the strike resulting in a mediation agreement signed August 2, 1973.

#### A-9314—*Trans World Airlines, Inc. and Transport Workers Union of America, AFL-CIO*

This strike, which began on November 4, 1973, and ended on December 18, 1973, involved some 5,200 Flight Attendants. The strike ended with agreement reached in mediation between the parties resolving the key issues of wages and employee furloughs and layoffs.

#### A-9394—*El Al Israel Airlines and International Association of Machinists and Aerospace Workers, AFL-CIO*

This dispute concerned the proposed revision of the existing contract involving some 130 mechanics. Following several months of negotiations and mediation, the Board's proffer of arbitration was declined. The strike began on January 5, 1974, and continued for eleven days until January 15, 1974, when the dispute was resolved by an agreement reached in mediation.

This dispute involved 365 employees and six contracts which resulted in approximately one year of negotiations, major issues included sub-contracting, work schedules, compensation, severance and pensions.

A strike was effected on January 9, 1974, which lasted until May 28, 1974. A mediation agreement was signed on May 30, 1974.

## 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 one emergency board was created by Executive Order of the President after notification by the Board pursuant to Section 10 of the Act.

The report of this emergency board is summarized in chapter V of this report.

No. 184 (E.O. 11745), issued November 1, 1973, Long Island Rail Road Company and certain of its employees represented by the Brotherhood of Railroad Signalmen

Section 5 of the Act also provides a procedure for handling threatened strikes. Under this provision of the Act the Mediation Board may proffer its services in case any labor emergency is found to exist at any time. The Board will, if the occasion warrants action under this provision 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.

### 3. ITEMS OF SPECIAL INTEREST

#### *Regional Rail Reorganization Act of 1973*

On January 2, 1974, the 93rd Congress enacted the Regional Rail Reorganization Act of 1973, Public Law 93-236.

Congress found that essential rail service in the Midwestern and Northeastern Regions of the United States was provided by railroads which were insolvent and were attempting to undergo reorganization pursuant to the Bankruptcy Act. In view of the threat to cessation or significant curtailment of this essential rail service, due to the inability of the trustees of the bankrupt roads to formulate acceptable plans of reorganization, Congress determined that substantial action by the Federal Government was necessary. Therefore, the Act was passed.

The general purposes of the Act provide for reorganization of the insolvent roads into an economically viable system capable of providing adequate and efficient rail services. The Congress established the United States Railway Association, a Government Corporation of the District of Columbia, whose primary function is to engage in the preparation and implementation of a final system plan necessary for providing essential rail service to the affected regions.

The Reorganization Act of 1973 also makes provision for financial assistance to the ailing railroads and the eventual formation of the Consolidated Railroad Corporation (Conrail), which corporation shall function as a for-profit corporation and be defined as a common carrier by rail under Section 1 (3) of the Interstate Commerce Act.

Additionally, Title V of the Regional Rail Reorganization Act provides significant protective provisions for employees of the railroads in reorganization subject to the Act. Title V of the Regional Rail Reorganization Act's employee protective provisions are reproduced below.

#### **TITLE V—EMPLOYEE PROTECTION**

##### *Definitions*

SEC. 501. As used in this title unless the context otherwise requires—

(1) "acquiring railroad" means a railroad, except the Corporation, which seeks to acquire or has acquired, pursuant to the provisions of this Act, all or a part of the rail properties of one or more of the railroads in reorganization, the Corporation, or a profitable railroad;

(2) "employee of a railroad in reorganization" means a person who, on the effective date of a conveyance of rail properties of a railroad in reorganization to the Corporation or to an acquiring railroad, has an employment relationship with either said railroad in reorganization or any carrier (as defined in parts I and II of the Interstate Commerce Act) which is leased, controlled, or operated by the railroad in reorganization except a president, vice president, treasurer, secretary, comptroller, and any other person who performs functions corresponding to those performed by the foregoing officers;

(3) "protected employee" means any employee of an acquiring railroad adversely affected by a transaction and any employee of a railroad in reorganization who on the effective date of this Act have not reached age 65;

(4) "class or craft of employees" means a group of employees, recognized and treated as a unit for purposes of collective bargaining, which is represented by a labor organization that has been duly authorized or recognized pursuant to the Railway Labor Act as its representative for purposes of collective bargaining;

(5) "representative of a class or craft of employees" means a labor organization which has been duly authorized or recognized as the collective bargaining representative of a class or craft of employees pursuant to the Railway Labor Act;

(6) "deprived of employment" means the inability of a protected employee to obtain a position by the normal exercise of his seniority rights with the Corpora-

tion after properly electing to accept employment therewith or, the subsequent loss of a position and inability, by the normal exercise of his seniority rights under the applicable collective bargaining agreements, to obtain another position with the Corporation: *Provided, however*, That provisions in existing collective bargaining agreements of a railroad in reorganization, which do not require a protected employee, in the normal exercise of seniority rights, to make a change in residence, in order to maintain his protection, will be preserved and will also be extended and be applicable to all other protected employees of that same craft or class. It shall not, however, include any deprivation of employment by reason of death, retirement, resignation, dismissal or disciplinary suspension for cause, failure to work due to illness or disability, nor any severance of employment covered by subsections (d) and (e) of section 505 of this title;

(7) "employee adversely affected with respect to his compensation" means a protected employee who suffers a reduction in compensation;

(8) "transaction" means actions taken pursuant to the provisions of this Act or the results thereof; and

(9) "change in residence" means transfer to a work location which is located either (A) outside a radius of 30 miles of the employee's former work location and farther from his residence than was his former work location or (B) is located more than 30 normal highway route miles from his residence and also farther from his residence than was his former work location.

### ***Employment Offers***

SEC. 502. (a) **APPLICABLE LAW.**—The Corporation and, where applicable, the Association shall be subject to the provisions of the Railway Labor Act and shall be considered employers for purposes of the Railroad Retirement Act, Railroad Retirement Tax Act, and the Railroad Unemployment Insurance Act. The Corporation, in addition, shall, except as otherwise specifically provided by this Act, be subject to all Federal and State laws and regulations applicable to carriers by railroad.

(b) **MANDATORY OFFER.**—The Corporation shall offer employment, to be effective as of the date of a conveyance or discontinuance of service under the provisions of this Act, to each employee of a railroad in reorganization who has not already accepted an offer of employment by the Association, where applicable, or an acquiring railroad. Such offers of employment to employees represented by labor organizations will be confined to their same craft or class. The Corporation shall apply to said employees the protective provisions of this title.

(c) **ASSOCIATION.**—After the transfer of rail properties pursuant to section 303, the Association, in employing any additional employees, shall give priority consideration to employees of a railroad in reorganization and the provisions of this title shall apply to any such employees employed by the Association as if they were employees of the Corporation.

### ***Assignment of Work***

SEC. 503. The Corporation shall have the right to assign, allocate, reassign, reallocate, and consolidate work formerly performed on the rail properties acquired pursuant to the provisions of this Act from a railroad in reorganization to any location, facility, or position on its system provided it does not remove said work from coverage of a collective-bargaining agreement and does not infringe upon the existing classification of work rights of any craft or class of employees at the location or facility to which said work is assigned, allocated, reassigned, reallocated, or consolidated and shall have the right to transfer to an acquiring railroad the work incident to the rail properties or facilities acquired by said acquiring railroad pursuant to this Act, subject, however, to the provisions of section 508 of this title.

### ***Collective-Bargaining Agreements***

SEC. 504. (a) **INTERIM APPLICATION.**—Until completion of the agreements provided for under subsection (d) of this section, the Corporation shall, as though an original party thereto, assume and apply on the particular lines, properties, or facilities acquired all obligations under existing collective-bargaining agreements covering all crafts and classes employed thereon, except that the Agreement of May 1936, Washington, D.C. and provisions in other existing job stabilization agreements shall not be applicable to transactions effected pursuant to this Act, with respect to which the provisions of section 505 of this title shall be superseding and controlling. During this period, employees of a railroad in reorganization who

have seniority on the lines, properties, or facilities acquired by the Corporation pursuant to this Act shall have prior seniority roster rights on such acquired lines, properties, or facilities.

(b) **SINGLE IMPLEMENTING AGREEMENT.**—On or before the date of the adoption of the final system plan by the Board of Directors of the Association as provided in section 207(c) of this Act, the representatives of the various classes or crafts of the employees of a railroad in reorganization involved in a conveyance pursuant to this Act and representatives of the Corporation shall commence negotiation of a single implementing agreement for each class and craft of employees affected providing (1) the identification of the specific employees of the railroad in reorganization to whom the Corporation offers employment; (2) the procedure by which those employees of the railroad in reorganization may elect to accept employment with the Corporation; (3) the procedure for acceptance of such employees into the Corporation's employment and their assignment to positions on the Corporation's system; (4) the procedure for determining the seniority of such employees in their respective crafts or classes on the Corporation's system which shall, to the extent possible, preserve their prior seniority rights; and (5) the procedure for determining equitable adjustment in rates of comparable positions. If no agreement with respect to the matters referred to in this subsection is reached by the end of 30 days after the commencement of negotiations, the parties shall within an additional 10 days select a neutral referee and, in the event they are unable to agree upon the selection of such referee, then the National Mediation Board shall immediately appoint a referee. After a referee has been designated, a hearing on the dispute shall commence as soon as practicable. Not less than 10 days prior to the effective date of any conveyance pursuant to the provisions of this Act, the referee shall resolve and decide all matters in dispute with respect to the negotiation of said implementing agreement or agreements and shall render a decision which shall be final and binding and shall constitute the implementing agreement or agreements between the parties with respect to the transaction involved. The salary and expenses of the referee shall be paid pursuant to the provisions of the Railway Labor Act.

(c) **RELATIONSHIP TO OTHER PROVISIONS.**—Notwithstanding failure for any reason to complete implementing agreements provided for in subsection (b) of this section, the Corporation may proceed with a conveyance of properties, facilities, and equipment pursuant to the provisions of this Act and effectuate said transaction: *Provided*, That all protected employees shall be entitled to all of the provisions of such agreements, as finally determined, from the time they are adversely affected as a result of any such conveyance.

(d) **NEW COLLECTIVE-BARGAINING AGREEMENTS.**—Not later than 60 days after the effective date of any conveyance pursuant to the provisions of this Act, the representatives of the various classes or crafts of the employees of a railroad in reorganization involved in a conveyance and representatives of the Corporation shall commence negotiations of new collective bargaining agreements for each class and craft of employees covering the rates of pay, rules, and working conditions of employees who are employees of the Corporation, which collective-bargaining agreements shall include appropriate provisions concerning rates of pay, rules, and working conditions but shall not include any provisions for job stabilization resulting from any transaction effected pursuant to this Act which may exceed or conflict with those established or prescribed herein.

### ***Employee Protection***

**SEC. 505. (a) EQUIVALENT POSITION.**—A protected employee whose employment is governed by a collective-bargaining agreement will not, except as explicitly provided in this title, during the period in which he is entitled to protection, be placed in a worse position with respect to compensation, fringe benefits, rules, working conditions, and rights and privileges pertaining thereto.

(b) **MONTHLY DISPLACEMENT ALLOWANCE.**—A protected employee, who has been deprived of employment or adversely affected with respect to his compensation shall be entitled to a monthly displacement allowance computed as follows:

(1) Said allowance shall be determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last 12 months immediately prior to his being adversely affected in which he performed compensated service more than 50 per centum of each of such months, based upon his normal work schedule, and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and average monthly time paid for; and, if an

employee's compensation in his current position is less in any month in which he performs work than the aforesaid average compensation, he shall be paid the difference, less any time lost on account of voluntary absences other than vacations, but said protected employee shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of his average monthly time, *Provided, however, That—*

(A) in determining compensation in his current employment the protected employee shall be treated as occupying the position, producing the highest rate of pay to which his qualifications and seniority entitle him under the applicable collective bargaining agreement and which does not require a change in residence;

(B) the said monthly displacement allowance shall be reduced by the full amount of any unemployment compensation benefits received by the protected employee and shall be reduced by an amount equivalent to any earnings of said protected employee in any employment subject to the Railroad Retirement Act and 50 per centum of any earnings in any employment not subject to the Railroad Retirement Act;

(C) a protected employee's average monthly compensation shall be adjusted from time to time thereafter to reflect subsequent general wage increases;

(D) should a protected employee's service total less than 12 months in which he performs more than 50 per centum compensated service based upon his normal work schedule in each of said months, his average monthly compensation shall be determined by dividing separately the total compensation received by the employee and the total time for which he was paid by the number of months in which he performed more than 50 per centum compensated service based upon his normal work schedule; and

(E) the monthly displacement allowance provided by this section shall in no event exceed the sum of \$2,500 in any month except that such amount shall be adjusted to reflect subsequent general wage increases.

(2) A protected employee's average monthly compensation under this section shall be based upon the rate of pay applicable to his employment and shall include increases in rates of pay not in fact paid but which were provided for in national railroad labor agreements generally applicable during the period involved.

(3) If a protected employee who is entitled to a monthly displacement allowance served as an agent or a representative of a class or craft of employees on either a full- or part-time basis in the 12 months immediately preceding his being adversely affected, his monthly displacement allowance shall be computed by taking the average of the average monthly compensation and average monthly time paid for of the protected employees immediately above and below him on the same seniority roster or his own monthly displacement allowance, whichever is greater.

(4) An employee and his representative shall be furnished with a protected employee's average monthly compensation and average monthly time paid for, computed in accordance with the terms of this subsection, together with the data upon which such computations are based, within 30 days after the protected employee notifies the Corporation in writing that he has been deprived of employment or adversely affected with respect to his compensation.

(c) **DURATION OF DISPLACEMENT ALLOWANCE.**—The monthly displacement allowance provided for in subsection (b) of this section shall continue until the attainment of age 65 by a protected employee with 5 or more years of service on the effective date of this Act and, in the case of a protected employee who has less than 5 years service on such date, shall continue for a period equal to his total prior years of service: *Provided, That* such monthly displacement allowance shall terminate upon the protected employee's death, retirement, resignation, or dismissal for cause; and shall be suspended for the period of disciplinary suspension for cause, failure to work due to illness or disability, voluntary furlough, or failure to retain or obtain a position available to him by the exercise of his seniority rights in accordance with the provisions of this section.

(d) **TRANSFER.**—(1) A protected employee who has been deprived of employment may be required by the Corporation, in inverse seniority order and upon reasonable notice, to transfer to any bona fide vacancy for which he is qualified in his same class or craft of employee on any part of the Corporation's system and shall then be governed by the collective-bargaining agreement applicable on the seniority district to which transferred. If such transfer requires a change in



residence, any such protected employee may choose (A) to voluntarily furlough himself at his home location and have his monthly displacement allowance suspended during the period of voluntary furlough, or (B) to be severed from employment upon payment to him of a separation allowance computed as provided in subsections (e) and (f) of this section, which separation allowance shall be in lieu of all other benefits provided by this title.

(2) Such protected employee shall not be required to transfer to a location requiring a change in residence unless there is a bona fide need for his services at such location. Such bona fide need for services contemplates that the transfer be to a position which has not and cannot be filled by employees who are not required to make a change in residence in the seniority district involved and which, in the absence of this section, would have required the employment of a new employee.

(3) Such protected employee who, at the request of the Corporation, has once accepted and made a transfer to a location requiring a change in residence shall not be required again to so transfer for a period of 3 years.

(4) Transfers to vacancies requiring a change in residence shall be subject to the following;

(A) The vacancy shall be first offered to the junior qualified protected employee deprived of employment in the seniority district where the vacancy exists, and each such employee shall have 20 days to elect one of the options set forth in paragraph (1) of this subsection. If that employee elects not to accept the transfer, it will then be offered in inverse seniority order to the remaining qualified, protected employees deprived of employment on the seniority district, who will each have 20 days to elect one of the options set forth in paragraph (1) of this subsection.

(B) If the vacancy is not filled by the procedure in paragraph (4)(A) of this subsection, the vacancy will then be offered in the inverse order of seniority to the qualified protected employees deprived of employment on the system and each of such employees will be afforded 30 days to elect one of the options set forth in paragraph (1) of this subsection.

(C) The provisions of this paragraph shall not prevent the adoption of other procedures pursuant to an agreement made by the Corporation and representative of the class or craft of employees involved.

(e) SEPARATION ALLOWANCE.—A protected employee who is tendered and accepts an offer by the Corporation to resign and sever his employment relationship in consideration of payment to him of a separation allowance, and any protected employee whose employment relationship is severed in accordance with subsection (d) of this section, shall be entitled to receive a lump-sum separation allowance not to exceed \$20,000 in lieu of all other benefits provided by this title. Said lump-sum separation allowance, in the case of a protected employee who had not less than 3 nor more than 5 years of service as of the date of this Act, shall amount to 270 days' pay at the rate of the position last held and, in the case of a protected employee having had 5 or more years' service, shall amount to the number of days' pay indicated below at the rate of the position last held dependent upon the age of the protected employee at the time of such termination of employment:

60 or under.....	360 days' pay.
61.....	300 days' pay.
62.....	240 days' pay.
63.....	180 days' pay.
64.....	120 days' pay.

(f) TERMINATION ALLOWANCE.—The Corporation may terminate the employment of an employee of a railroad in reorganization, who has less than 3 years' service as of the effective date of this Act: *Provided, however,* That in such event the terminated employee shall be entitled to receive a lump sum separation allowance in an amount determined as follows:

2 to 3 years' service.....	180 days' pay at the rate of the position last held.
1 to 2 years' service.....	90 days' pay at the rate of the position last held.
Less than 1 year's service.....	5 days' pay at the rate of the position last held for each month of service.

(g) **MOVING EXPENSE BENEFITS.**—Any protected employee who is required to make a change of residence as the result of a transaction shall be entitled to the following benefits—

(1) Reimbursement for all expenses of moving his household and other personal effects, for the traveling expense 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 10 working days. *Provided*, That the Corporation or acquiring railroad shall, to the same extent provided above, assume said expenses for any employee furloughed within 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 the Corporation or acquiring railroad within 90 days after the date on which the expenses were incurred.

(2) (A) (i) If the protected employee owns, or is under a contract to purchase, his own home in the locality from which is required to move and elects to sell said home, he shall be reimbursed for any loss suffered in the sale of his home for less than its fair market value. In each case the fair market 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. The Corporation or an acquiring railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person.

(ii) A protected employee may elect to waive the provisions of paragraph (2) (A) (i) of this subsection and to receive, in lieu thereof, an amount equal to his closing costs which are ordinarily paid for and assumed by a seller of real estate in the jurisdiction in which the residence is located. Such costs shall include a real estate commission paid to a licensed realtor (not to exceed \$3,000 or 6 per centum of sale price, whichever is less), and any prepayment penalty required by the institution holding the mortgage; such costs shall not include the payment of any "points" by the seller.

(B) If the protected employee holds an unexpired lease on a dwelling occupied by him as his home, he shall be protected from all loss and cost in securing the cancellation of said lease.

(C) No claim for costs or loss shall be paid under the provisions of this paragraph unless the claim is presented to the Corporation or an acquiring railroad within 90 days after such costs or loss are incurred.

(D) Should a controversy arise with respect to the value of the home, the costs or loss sustained in its sale, the costs or loss under a contract for purchase, loss or cost in securing termination or a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his representative, and the Corporation or an acquiring 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 employee or his representative and one by the Corporation or acquiring railroad and these two, if unable to agree upon a valuation within 30 days, 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 qualified real estate 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.

(h) **APPLICATION OF TITLE.**—Should a railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving a protected employee of benefits to which he otherwise would have become entitled under this title, the provisions of this title will apply to such employee.

### **Contracting Out**

SEC. 506. All work in connection with the operation or services provided by the Corporation on the rail lines, properties, equipment, or facilities acquired pursuant to the provisions of this Act and the maintenance, repair, rehabilitation, or modernization of such lines, properties, equipment, or facilities which has been

performed by practice or agreement in accordance with provisions of the existing contracts in effect with the representatives of the employees of the classes or crafts involved shall continue to be performed by said Corporation's employees, including employees on furlough. Should the Corporation lack a sufficient number of employees, including employees on furlough, and be unable to hire additional employees, to perform the work required, it shall be permitted to subcontract that part of such work which cannot be performed by its employees, including those on furlough, except where agreement by the representatives of the employees of the classes or crafts involved is required by applicable collective-bargaining agreements. The term "unable to hire additional employees" as used in this section contemplates establishment and maintenance by the Corporation of an apprenticeship, training, or recruitment program to provide an adequate number of skilled employees to perform the work.

### ***Arbitration***

SEC. 507. Any dispute or controversy with respect to the interpretation, application, or enforcement of the provisions of this title, except section 504(d) and those disputes or controversies provided for in subsection (g)(2)(D) of section 505 and subsection (b) of section 504 which have not been resolved within 90 days, may be submitted by either party to an Adjustment Board for a final and binding decision thereon as provided in section 3 Second, of the Railway Labor Act, in which event the burden of proof on all issues so presented shall be upon the Corporation or, where applicable, the Association.

### ***Acquiring Railroads***

SEC. 508. An acquiring railroad shall offer such employment and afford such employment protection to employees of a railroad from which it acquires properties or facilities pursuant to this Act, and shall further protect its own employees who are adversely affected by such acquisition, as shall be agreed upon between the said acquiring railroad and the representatives of such employees prior to said acquisition: *Provided however*, That the protection and benefits provided for protected employees in such agreements shall be the same as those specified in section 505 of this title: *And provided further, however*, That unless and until such agreements are reached, the acquiring railroad shall not enter into purchase agreements pursuant to section 303 of this Act.

### ***Payments of Benefits***

SEC. 509. The Corporation, the Association (where applicable), and acquiring railroads, as the case may be, shall be responsible for the actual payment of all allowances, expenses, and costs provided protected employees pursuant to the provisions of this title. The Corporation, the Association (where applicable), and acquiring railroads shall then be reimbursed for such actual amounts paid protected employees, not to exceed the aggregate sum of \$250,000,000, pursuant to the provisions of this title by the Railroad Retirement Board upon certification to said Board by the Corporation, the Association (where applicable), and acquiring railroads of the amounts paid such employees. Such reimbursement shall be made from a separate account maintained in the Treasury of the United States to be known as the Regional Rail Transportation Protective Account. There is hereby authorized to be appropriated to such protective account annually such as may be required to meet the obligations payable hereunder, not to exceed in the aggregate, however, the sum of \$250,000,000. There is further authorized to be appropriated to the Railroad Retirement Board annually such sums as may be necessary to provide for additional administrative expenses to be incurred by the Board in the performance of its functions under this section.

## 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 4293 "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 Appendix C, indicates that the total of all cases formally docketed during fiscal year 1974 was 262. This is 64 less than was docketed in fiscal year 1973. This figure shows a decrease of 61 mediation cases and 5 representation cases. This figure also shows that there were 2 more interpretation of mediation agreements during fiscal year 1974.

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

Table 1, Appendix C, further indicates that a total of 297 cases were disposed of in fiscal year 1974. When this is compared to fiscal year 1973 in which 494 were disposed of there is noted a decrease of 197 cases overall. This figure shows an increase of 12 representation cases; 78 in fiscal 1974 and 67 in fiscal 1973. The total of mediation cases disposed of in 1974 was 183 as compared to 244 in fiscal 1973. This is a decrease of 61 cases. The total of interpretation dispositions was 4 in fiscal 1974 as compared to 3 in fiscal 1973. In the 40-year period, the Board has disposed of 14,090 cases.

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

Table 3, Appendix C, shows that 24,527 employees were involved in 77 representation cases in fiscal year 1974. This number shows an increase of 4,025 from the prior year. Railroad employees accounted for 3,821 of the total in 35 disputes. Airline disputes, totaling 42 in number, involved 20,706 employees.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 184, while airline employees were involved in 112. In the railroad industry the greatest activity was among train, engine, and yard service employees with a total of 98 cases; 7 representation cases, 89 mediation cases, and 2 interpretations of a mediation agreement case.

In the airline industry, the same table indicates that pilots were involved in 16 cases; 8 representation and 8 mediation. Clerical, office, fleet and passenger service employees were involved in 14 cases; 7 representation and 6 mediation with 1 interpretation of a mediation agreement case. Stewards, stewardesses, and flight pursers were involved in 13 cases; 1 representation and 12 mediation cases. Mechanics were involved in 12 cases; 3 representation and 9 mediation cases.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of in fiscal year 1974. Involved in a total of 77 disputes were 93 crafts or classes covering 24,527 employees. There were 35 railroad cases consisting of 46 crafts or classes numbering 3,821 or 15.6 percent of all employees involved.

In the airline industry there were 42 cases consisting of 47 crafts or classes covering 20,706 employees involved or 84.4 percent of all employees involved.

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

As seen from table 1, Appendix C, mediation cases docketed during fiscal year 1974 totaled 183, which is a decrease of 61 cases over fiscal year 1973. The total cases docketed and the number pending from the prior year made 474 which was considered by the Board. The Board disposed of 215 cases, leaving 259 cases pending and unsettled at the end of the year.

Table 2, Appendix C summarizes mediation cases disposed of during fiscal year 1974 subdivided into method of disposition, class of carrier, and issues involved. Of the total 215 cases, 146 were railroad while 69 were airline. Mediation agreements were obtained in 145 cases; 82 railroad and 63 airline. Cases withdrawn after mediation totaled 6, all in the railroad industry. Cases withdrawn before mediation totaled 10, all in the railroad industry. There were no refusals to arbitrate by the Carrier or the Employees, but in the airline industry, there was 1 case in which both carrier and employees refused to arbitrate. An arbitration agreement was obtained in 1 case which was in the airline industry. The Board dismissed 52 cases, 48 railroad and 4 airline. Of the total of 146 cases in the railroad industry; class 1 carriers were involved in 105 cases, class 11 carriers in 11 cases, switching and terminal carriers in 22 cases, electric railroad in none, and miscellaneous carriers in 8 cases.

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

Table 3 shows that 4,018 employees actively participated in the outcome of 77 representation cases. Certifications were issued in 36 cases; 22 railroad and 14 airline. Of the 22 railroad cases 22 crafts or classes were involved among 2,320 employees of which 2,029 actively participated in the selection of the representative. Of the 14 airline cases 15 crafts or classes were involved among 1,419 employees of which 979 actively participated in the selection of the representative.

There were 3 certifications based on verification of authorizations issued in fiscal year 1974; 2 railroad and 1 airline.

The Board dismissed 41 cases; 13 railroad and 28 airline. The railroad cases involved 1,501 employees of which 295 actively participated and the airline cases involved 19,287 of which 715 actively participated.

Table 6 shows that 281 employees in 9 crafts or classes acquired representation for the first time by means of an election by a national organization in the railroad industry. There were 42 employees in 1 craft or class that acquired representation by means of a check of authorizations in the railroad industry. In the airline industry 764 employees in 12 crafts or classes acquired representation for the first time via an election. There were no employees that acquired representation by means of a check of authorizations in the airline industry. A new representative was selected by 1,648 employees in 4 crafts or classes in the railroad industry via an election by a national organization. There were 109 employees in 1 craft or class that changed representative by proved authorizations in the railroad industry by a national organization. In the airline industry a new representative was

selected by 226 employees in 1 craft or class for a national organization. There were 8 employees in 1 craft or class that changed representative by proved authorizations in the airline industry.

In elections in the railroad industry 208 employees in 5 crafts or classes retained their same national organization following a challenge by another union. In elections in the airline industry 421 employees in 1 craft or class retained their same national organization following a challenge by another union.

In the railroad industry where local unions are concerned 27 employees in 6 crafts or classes acquired representation for the first time via an election. Also, in the railroad industry 5 employees in 1 craft or class acquired representation for the first time by proved authorizations.

### 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 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 of 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 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 of 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 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 involving 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

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

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," 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 com-

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

§ 1202.6 *Access to carrier records.*

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

§ 1202.7 *Who may participate in elections.*

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

§ 1202.8 *Hearings on craft or class.*

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

§ 1203.2 *Investigation of representation disputes.*

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

§ 1206.1 *Run-off elections.*

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

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

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

§ 1206.2 *Percentage of valid authorizations required to determine existence of a representation dispute.*

(a) Where the employees involved in a representation dispute are represented by an individual or labor organization, either local or national in scope, and are covered by a valid existing contract between such representative and the carrier, a showing of proved authorizations (checked and verified as to date, signature and employment status) from at least a majority of the craft or class must be made before the National Mediation Board will authorize an election or otherwise determine the representation desires of the employees under the provisions of Section 2, Ninth, of the Railway Labor Act.



(b) Where the employees involved in a representation dispute are unrepresented, a showing of proved authorizations from at least thirty-five (35) percent of the employees in the craft or class must be made before the National Mediation Board will authorize an election or otherwise determine the representation desires of the employees under the provisions of Section 2, Ninth, of the Railway Labor Act.

**§ 1206.3 *Age of authorization cards.***

Authorizations must be signed and dated in the employees' own handwriting or witnessed mark. No authorization will be accepted by the National Mediation Board in any employee representation dispute which bears a date prior to one year before the date of the application for the investigation of such dispute.

**§ 1206.4 *Time limit on applications.***

(a) The National Mediation Board will not accept an application for the investigation of a representation dispute for a period of two (2) years from the date of a certification covering the same craft or class of employees on the same carrier in which a representative was certified, except in unusual or extraordinary circumstances.

(b) Except in unusual or extraordinary circumstances, the National Mediation Board will not accept for investigation under Section 2, Ninth, of the Railway Labor Act an application for its services covering a craft or class of employees on a carrier for a period of one (1) year after the date on which:

(1) An election among the same craft or class on the same carrier has been conducted and no certification was issued account less than a majority of eligible voters participated in the election; or

(2) A docketed representation dispute among the same craft or class on the same carrier has been dismissed by the Board account no dispute existed as defined in § 1206.2 (Rule 2); or

(3) The applicant has withdrawn an application covering the same craft or class on the same carrier which has been formally docketed for investigation.

NOTE: § 1206.4(b) will not apply to employees of a craft or class who are not represented for purposes of collective bargaining.

[19 F. R. 2121, Apr. 13, 1954; 19 F. R. 2205, Apr. 16, 1954]

**§ 1206.5 *Necessary evidence of intervenor's interest in a representation dispute.***

In any representation dispute under the provisions of Section 2, Ninth, of the Railway Labor Act, an intervening individual or organization must produce approved authorizations from at least thirty-five (35) percent of the craft or class of employees involved to warrant placing the name of the intervenor on the ballot.

**§ 1206.6 *Eligibility of dismissed employees to vote.***

Dismissed employees whose requests for reinstatement account of wrongful dismissal are pending before proper authorities, which include the National Railroad Adjustment Board or other appropriate adjustment board are eligible to participate in elections among the craft or class of employees in which they are employed at time of dismissal. This does not include dismissed employees whose guild 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 1974 on disputes submitted to arbitration.

The Nation's railroads and the United Transportation Union and Brotherhood of Locomotive Engineers, during the course of their respective negotiations culminating in National Agreements, agreed to the resolution of certain disputes by binding interest arbitration. Specific issues which may be resolved in this manner are:

Switching limits

Interdivisional service

The Board appointed or the parties selected arbitrators for the following disputes:

Arbitration Board No.	Carrier	Organization	Arbitrator
322	Soo Line Railroad Co.....	United Transportation Union (T&C).	David Dolnick.
327	Lehigh Valley Railroad Co.....	Brotherhood of Locomotive Engineers.	Milton Friedman.
329	Atchison, Topeka & Santa Fe RR.	United Transportation Union.....	Gene T. Ritter.
330	Penn Central Transportation Co.....	do.....	Milton Friedman.
331	Denver & Rio Grande RR Co.....	United Transportation Union (C&T&E).	Howard A. Johnson.
332	Penn Central Transportation Co..	United Transportation Union (E).	David L. Kabaker.
334	Do.....	do.....	Jacob Seidenberg.
336	Norfolk & Western Railroad Co....	United Transportation Union (T).	Leverett Edwards.
338	Penn Central Transportation Co....	Brotherhood of Locomotive Engineers.	Jacob Seidenberg.

<sup>1</sup> Subsequently, the parties reached agreement and this Board was cancelled.

### ARB. 326—*Pan American World Airways, Incorporated and Flight Engineers International Association*

This Board was established in accordance with provisions of an Arbitration Agreement first entered into by the parties on December 1, 1972. This Board is an interest arbitration board and, as such, involves the resolution of collective bargaining disputes concerning rates of pay, rules, or working conditions.

Members of the Arbitration Board were Walter L. Eisenberg, Neutral Member and Chairman, Errol L. Johnstad, designated by the Association, and Robert S. Hogueland designated by the employer.

The issues presented to the Board included twenty-one (21) detailed and separately numbered organization proposals and eleven (11) detailed and separately numbered company proposals. After holding 25 hearings during a 24 day period in New York City, the Board, on July 30, 1973, presented its award.

**ARB. 333—*Leeward Islands Air Transportation Services, Limited and International Association of Machinists and Aerospace Workers***

Subsequent to the NMB certification of the IAMAW as bargaining representative for a unit of clerical, office, fleet and passenger service employees, the parties were unable to reach agreement on terms of an initial contract. During the course of the Board's attempts to mediate this dispute, a proffer of arbitration was made and accepted by the parties. With the aid of an NMB mediator, an agreement to arbitrate the following issues was reached:

- (a) Establishment of salary schedules for covered employees, including longevity consideration and effective dates;
- (b) Holiday Pay Rates;
- (c) Establishment of vacation entitlement including accrual of vacation allowances; and
- (d) Establishment of special seniority status of designated union representatives.

To resolve these issues, Arbitration Board No. 333 was created. The Neutral Member and Chairman was Howard Gamser. Edward Feitelberg represented the Carrier and Juan L. Maldonado represented the Organization. Prior to presenting their cases, an agreement was reached on the last three matters. A hearing was held on the remaining issue and on July 30, 1973, decision was rendered.

## **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, 1974.

**Emergency Board No. 184 (NMB Case A-9200)—*Long Island Rail Road Company and Brotherhood of Railroad Signalmen***

Emergency Board No. 184 was created by Executive Order 11745 issued by President Nixon on November 1, 1973, and consisted of Frederick C. Fisher, of Cheshire, Connecticut, Chairman; Stanley H. Ruttenberg, Washington, D.C., Member; and Emanuel Stein, Long Beach, N.Y., Member.

This Board was formed to investigate a dispute concerning several work rule concessions requested by the Carrier in return for wage increases and fringe benefits tentatively agreed to by the parties. These concessions included the modification of rules relating to headquarters locations for Signalmen, the creation of a new technician job category, the elimination of extra payments for driving trucks, and the elimination of certain practices relative to meal allowances.

After time extensions agreed to by the parties and approved by the President, the Board on February 14, 1974, recommended that the Carrier be allowed to establish two new headquarters points provided that existing physical and sanitary standards and seniority bidding rights were preserved and that an existing agreement eliminating headquarters on the eastern end of the Railroad be preserved with minor modification. Emergency Board No. 184 also recommended that existing technician classifications be retained, while allowing the Carrier to establish two new classifications under certain circumstances. Other recommendations included the elimination of a truck rate differential for those employees presently receiving it and the continuation of current meal allowance practices for present employees.

## **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 forty-year period of 1935-74. During the last fiscal year, there were six initial agreements, two in the railroad industry and four in the airline industry. A total of 6,961 agreements are on file in the Board's offices. Of this number 903 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 approved 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 fiscal year 1974, the Board was called upon to interpret the terms of four mediation agreements, which added to the one request on hand at the beginning of the fiscal year, made a total of five under consideration. At the conclusion of the fiscal year, four requests had been disposed of leaving one still pending. Since the passage of the 1934 amendment to the Act, the Board has disposed of 133 cases under the provisions of Section 5, Second, of the Railway Labor Act, as compared to a total of 6,262 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 (i), 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 40-year existence the Adjustment Board has received 73,308 cases and disposed of 71,786. Table 9 of this report shows that 1,322 were disposed of in fiscal year 1974—1,042 by decision with referee, 25 by decision without referee, and 255 by withdrawal. In fiscal year 1974, 766 new cases were received as compared with 916 received during fiscal year 1973.

### 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 member, an organization member, and a neutral chairman. The National Mediation Board designates the neutral in the event the party members fail to agree upon the selection of a neutral.

The number of special boards of adjustment created under this procedure increased as a result of the decision of the U.S. Supreme Court, March 5, 1957 (*BRT v. CRI RR Co.*, 353 U.S. 30).

Special boards of adjustment continued to function during the past year. There were 12 new special boards of adjustment created during this period. A total of 41 boards convened. These boards had disposed of 1,226 cases as of June 30, 1974. This figure compares with 1,412 cases disposed of during the preceding fiscal year.

Inquiries and correspondence in regard to special boards of adjustment—railroads should be addressed to Staff Director/Grievances, National Railroad Adjustment Board, 220 South State Street Chicago, Ill. 60604.

#### 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.

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 25 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 new public law boards were established and 346 convened. Of the boards convened, 19 involved procedural issues; 311 boards dealt solely with the merits of specific grievances; and 8 boards considered both procedural and substantive issues. Public law boards disposed of 6,439 cases in fiscal year 1974. Of this number 3,432 were by award.

Inquiries and correspondence in regard to public law boards should be addressed to Staff Director/Grievances, National Railroad Adjustment Board, 220 South State Street, Chicago, Ill. 60604.

#### **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 decided 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.

A list of the natural 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

Located at 1230 Sixteenth Street, N.W., Washington, D.C. Mailing Address: National Mediation Board, Washington, D.C. 20572

### 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  
Charles H. Callahan  
Jack W. Cassle  
Robert J. Cerjan  
Ralph T. Colliander  
A. Alfred Della Corte  
Francis J. Dooley  
Robert J. Finnegan  
Edward F. Hampton  
Thomas C. Kinsella

Warren S. Lane  
Robert B. Martin  
Charles A. Peacock  
Walter L. Phipps  
William H. Pierce  
Thomas H. Roadley  
Alfred H. Smith  
Joseph W. Smith  
John B. Willits

# 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, 1977

### *Financial Statement*

For the fiscal year 1974, the Congress appropriated \$2,930,000 for the administration of the Railway Labor Act.

Obligations and expenses incurred for the various activities of the Board were as follows: mediation, \$1,149,494; voluntary arbitration and emergency disputes, \$33,921; adjustment of railroad grievances, \$1,649,862.

Accounting of all moneys appropriated by Congress for the fiscal year 1974, 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, 270, 671
Personnel benefits.....	141, 515
Travel and transportation of persons.....	270, 983
Transportation of things.....	797
Rent, communications, and utilities.....	70, 108
Printing.....	13, 246
Other services.....	45, 622
Supplies and materials.....	14, 008
Equipment.....	6, 327
Unobligated balance.....	96, 723

Amount available..... 2, 930, 000

**NATIONAL RAILROAD ADJUSTMENT BOARD**

(Created June 21, 1934)

McDERMOTT, E. J., *Chairman*  
NAYLOR, G. L., *Vice Chairman*  
CARVATTA, R. J., *Staff Director/Grievances*  
PAULOS, A.W., *Executive Secretary*



**FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD**  
**220 South State Street, Chicago, Illinois 60604**

**MEMBERSHIP**

Don A. Miller, *Chairman*  
J. E. Carlisle,<sup>1</sup> *Vice Chairman*  
E. T. Horsley,<sup>2</sup> *Vice Chairman*

W. F. EUKER  
M. W. FITZPATRICK<sup>3</sup>  
Q. C. GABRIEL

W. A. HIRST  
A. E. MYLES  
F. P. RIORDAN

NANCY J. DEVER, *Assistant Executive Secretary*

**JURISDICTION**

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

**OPERATIONS**

The tables attached set out results of operation of the Division during fiscal year 1973-1974.

*Cases docketed fiscal year 1973-1974; 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...	2	Seaboard Coast Line.....	1
Carbon County.....	1	Soo Line.....	1
Denver and Rio Grande West- ern.....	1	Staten Island Rapid Transit...	1
Grand Trunk Western.....	8	St. Louis Southwestern.....	1
Lehigh Coal and Navigation...	1	Union Pacific.....	1
Penn Central.....	1	Union Railroad (Pitts).....	1
		Total.....	20

*Cases docketed fiscal year 1973-1974; classified according to organization party to submission*

<i>Name of organization</i>	<i>Number of cases docketed</i>
United Transportation Union—Enginemen.....	2
United Transportation Union—Trainmen—Conductors.....	2
Engineers.....	11
Individual.....	5
Total.....	20

<sup>1</sup> Retired, January 1974.

<sup>2</sup> Replaced Mr. Carlisle as Vice Chairman.

<sup>3</sup> Replaced Mr. Carlisle as Member.

*Neutrals appointed to First Division, National Railroad Adjustment Board, fiscal year 1974*

Name	Residence	Date of appointment
Nicholas H. Zumas.....	Washington, DC.....	Aug. 21, 1973
Robert M. O'Brien.....	Boston, MA.....	Sept. 26, 1973
H. Raymond Cluster.....	North Truro, MA.....	Oct. 2, 1973
Preston J. Moore.....	Oklahoma City, OK.....	Oct. 29, 1973
Harold M. Weston.....	New York, NY.....	Nov. 29, 1973
Jacob Seidenberg.....	Falls Church, VA.....	Dec. 28, 1973
Nicholas H. Zumas.....	Washington, DC.....	Do.
John H. Dorsey.....	do.....	Feb. 5, 1974
Robert M. O'Brien.....	Boston, MA.....	Feb. 6, 1974
Harold M. Weston.....	New York, NY.....	Apr. 3, 1974
H. Raymond Cluster.....	North Truro, MA.....	May 7, 1974
Nicholas H. Zumas.....	Washington, DC.....	Do.

## SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

### MEMBERSHIP

E. J. McDERMOTT, *Chairman*<sup>1</sup>  
G. M. YOUNG, *Vice Chairman*

D. S. ANDERSON  
G. R. DEHAGUE  
E. J. HAESAERT  
W. O. HEARN

A. D. DULA<sup>3</sup>  
W. B. JONES  
W. F. SNELL, Jr.  
J. F. STANTON

A. W. PAULOS, *Executive Secretary*<sup>2</sup>

### 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.

### CLASSES OF DISPUTES TO BE HANDLED

The disputes between an employe or group of employes 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.

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<sup>1</sup> Mr. E. J. McDermott replaced Mr. E. J. Haesaert as Chairman Sept. 6, 1973.

<sup>2</sup> Mr. A. W. Paulos replaced Mr. E. A. Killeen as Executive Secretary July 1, 1973.

<sup>3</sup> Mr. G. L. Naylor was selected to serve as substitute on Second Division for A. D. Dula.

*Carriers party to cases docketed*

	<i>Number of Cases</i>		<i>Number of Cases</i>
Alton & Southern Railway Co.	1	Louisville & Nashville Rail- road Co.	9
Atchison, Topeka & Santa Fe Railway Co.	3	Missouri-Kansas-Texas Rail- way Co.	2
Baltimore & Ohio Chicago Terminal Co.	2	Missouri Pacific Railroad Co.	15
Baltimore & Ohio Railroad Co.	5	Norfolk & Western Railway Co.	10
Belt Railway Company of Chicago.	1	Pacific Fruit Express Co.	1
Burlington Northern Inc.	19	Penn Central Transportation Co.	7
Canadian Pacific Ltd.	2	Philadelphia, Bethlehem & New England Railroad Co.	1
Central of Georgia Railway Co.	2	Port Authority Trans-Hudson Corp.	2
Central Railroad Co. of New Jersey.	1	Port Terminal Railroad Associ- ation.	1
Chesapeake & Ohio Railway Co.	9	Reading Co.	1
Chicago & Eastern Illinois Railroad Co.	1	St. Louis-San Francisco Rail- way Co.	6
Chicago & North Western Transportation Co.	2	St. Louis Southwestern Rail- way Co.	2
Chicago, Rock Island & Pacific Railroad Co.	1	Seaboard Coast Line Railroad Co.	11
Clinchfield Railroad Co.	5	Soo Line Railroad Co.	1
Delray Connecting Co.	1	Southern Pacific Transpor- tation Co (PL).	3
Detroit & Toledo Shore Line Railroad Co.	1	Southern Pacific Transpor- tation Co (T&L).	1
Duluth, Winnipeg & Pacific Railway Co.	1	Southern Railway Co.	11
Elgin, Joliet & Eastern Rail- way Co.	4	Texas & Pacific Railway Co.	1
Erie-Lackawanna Railway Co.	2	Toledo, Peoria & Western Railway Co.	1
Fruit Growers Express Co.	1	Union Pacific Railroad Co.	1
Houston Belt & Terminal Rail- way Co.	3	Union Railroad Co.	1
Illinois Central Gulf Railroad Co.	3	Western Maryland Railway Co.	1
Indiana Harbor Belt Line Railroad Co.	1	Western Pacific Railroad Co.	3
Long Island Railroad Co.	32	Total.	195

*Organizations, etc., party to cases docketed*

Brotherhood Railway Carmen of America.	91
International Brotherhood of Electrical Workers.	44
International Association of Machinists.	20
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.	4
Sheet Metal Workers International Association.	29
Individually submitted cases, etc.	6
United Steelworkers of America.	1
Total.	195

In addition to the cases regularly presented and docketed the Division has also been called upon to handle a substantial number of potential cases. Communications were received from many individuals seeking information as to the method and procedure to be followed in presenting cases for adjustment. Some 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 connection with similar cases listed in the Division's reports for prior years. Many of these cases require

special study and consideration involving a great deal of correspondence and consuming a considerable portion of the time of the division in an effort to secure the information necessary for the proper presentation and/or handling to a conclusion.

Examples of these cases originating during the fiscal year which ended June 30, 1974 are:

Robert Marquez, Union Pacific Railroad Co.; sheet metal worker.  
 Charles L. Meadows, Baltimore & Ohio Railroad Co.; carman.  
 Gary Moore, Atchison, Topeka & Santa Fe Railway Co.; machinist.  
 Roger D. Smith, Chesapeake & Ohio Railway Co.; carman apprentice.  
 Elza Conard & Carl Cogan, Chesapeake & Ohio Railway Co.; coach cleaners.  
 Raleigh J. Inge, unnamed; welder helper.  
 Barry A. Moore, Chicago & North Western Transportation Co.; fireman and oiler.  
 Morris F. Gropper, Florida East Coast Railway Co.; carman.  
 Robert H. Liston, Baltimore & Ohio Railroad Co.; machinist.  
 Clifton C. Burnette, Fruit Growers Express Co.; mechanic.  
 George Moore, Baltimore & Ohio Railroad Co., machinist.  
 Isidor Delgado, unnamed; electrician.  
 R. W. Wuthrich, Wabash Railroad; carman.  
 James Harris, Penn Central Transportation Co.; carman helper.  
 James Woods, Jr., Baltimore & Ohio Railroad Co.; machinst helper.  
 Thomas L. Gideon, Atchison, Topeka & Santa Fe Railway Co.; carman apprentice.  
 Harold S. Wynolda, Penn Central Transportation Co.; TWUOA.  
 C. J. Bonte, Atchison, Topeka & Santa Fe Railway Co.; carman.  
 Robert L. Conaway, Penn Central Transportation Co.; boilermaker.  
 Chester Grunden, Illinois Central; fireman and oiler.  
 Benjamin Mazin, Eastern Weighing and Inspection Bureau; car cooper.  
 David F. Cline, Penn Central Transportation Co.; fireman and oiler.  
 John W. Kowalczyk, Penn Central Transportation Co.; blacksmith.  
 S. R. McDaniel, Southern Railway Co.; carman.  
 Louis A. Taylor, Cincinnati Union Terminal; carman.  
 J. B. Powell, St. Louis-San Francisco Railway Co.; carman.  
 F. D. Edwards, Chicago, Rock Island & Pacific R.R. Co.; machinist.  
 Almond L. Rardon, Sr., Penn Central Transportation Co.; electrical worker

*Neutrals appointed to Second Division, National Railroad Adjustment Board, fiscal year 1974*

Name	Residence	Date of appointment
Irwin M. Lieberman	Stamford, CT	Aug. 20, 1973
David Dolnick	Chicago, IL	Oct. 31, 1973
Robert M. O'Brien	Boston, MA	Nov. 7, 1973
Irving T. Bergman	Cedarhurst, NY	Dec. 19, 1973
Irwin M. Lieberman	Stamford, CT	Dec. 20, 1973
David Dolnick	Chicago, IL	Feb. 27, 1974
Irving R. Shapiro	Albany, NY	Feb. 28, 1974
Dana E. Elschen	Liverpool, NY	May 13, 1974
Nicholas H. Zumas	Washington, D.C.	Do.

# THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

## MEMBERSHIP

H. G. HARPER, *Chairman*  
P. C. CARTER, *Vice Chairman*

W. W. ALTUS, Jr.  
H. F. M. BRAIDWOOD  
C. M. CRAWFORD

J. P. ERICKSON  
J. C. FLETCHER  
G. L. NAYLOR  
R. G. RICHTER  
R. W. SMITH

A. W. PAULOS, *Executive Secretary*

## JURISDICTION

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

### Carriers party to cases docketed

	Number of cases		Number of cases
Akron, Canton & Youngstown...	2	Louisiana & Arkansas .....	2
Atchison, Topeka & Santa Fe...	8	Louisville & Nashville .....	18
Baltimore & Ohio .....	9	Maine Central Railroad-Port-	
Bangor & Aroostook .....	2	land Terminal Co. ....	4
Belt Railway Co. of Chicago ..	5	Missour-Kansas-Texas .....	5
Bessemer & Lake Erie .....	2	Missouri Pacific .....	32
Burlington Northern Inc. ....	38	New Orleans Terminal Co. ....	1
Canadian Pacific Limited .....	1	New York & Long Branch .....	2
Central Railroad Co. of New		Norfolk & Western .....	35
Jersey .....	3	Northwestern Pacific .....	1
Central Vermont Railway Inc ..	3	Pacific Fruit Express .....	2
Chesapeake & Ohio .....	7	Penn Central .....	57
Chicago & North Western		Peoria & Pekin Union Railway-	1
Transportation Co. ....	16	Port Terminal Railroad Asso-	
Chicago & Western Indiana .....	1	ciation .....	2
Chicago, Milwaukee, St. Paul		Reading Co. ....	3
& Pacific .....	14	REA Express Inc .....	14
Chicago River & Indiana Rail-		St. Louis-San Francisco .....	11
road Co. ....	1	San Diego & Arizona Eastern ..	1
Chicago, Rock Island & Pacific.	11	Seaboard Coast Line .....	6
Chicago Union Station .....	1	Soo Line .....	7
Clinchfield Railroad Co. ....	1	Southern Pacific Transportation	
Cuyahoga Valley Railway Co. ..	1	Co. (Pacific Lines) .....	27
Delaware & Hudson .....	2	Southern Railway .....	2
Detroit, Toledo & Ironton .....	1	Terminal Railroad Association	
Elgin, Joliet & Eastern .....	2	of St. Louis .....	3
Erie-Lackawanna .....	3	Texas & Pacific .....	4
Fort Worth & Denver .....	1	Toledo, Peoria & Western .....	2
Grand Trunk Western .....	3	Union Pacific .....	5
Harbor Belt Line .....	1	Union Railroad Co. ....	1
Houston Belt & Terminal .....	2	Western Maryland .....	1
Illinois Central Gulf .....	5	Western Pacific .....	2
Indianapolis Union Railway .....	1	Western Weighing & Inspection	
Kansas City Southern .....	5	Bureau .....	5
Kansas City Terminal .....	4		
Lehigh Valley .....	5	Total .....	438
Long Island Railroad Co. ....	21		

*Organizations party to cases docketed*

	<i>Number of cases</i>
American Train Dispatchers Association.....	30
Brotherhood of Maintenance of Way Employes.....	76
Brotherhood of Railroad Signalmen.....	113
Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employes.....	193
Joint Council Dining Car Employes.....	1
Transportation-Communication Division—BRAC.....	1
 Total organizations.....	 414
Miscellaneous class of employees.....	24
 Total.....	 438

*Neutrals appointed to Third Division National Railroad Adjustment Board, fiscal  
year 1974*

Name	Residence	Date of appointment
Irving T. Bergman.....	Cedarhurst, NY.....	July 12, 1973
Frederick R. Blackwell.....	Washington, DC.....	Sept. 12, 1973
Dana Eischen.....	Liverpool, NY.....	Oct. 11, 1973
Irwin M. Lieberman.....	Stamford, CT.....	Nov. 21, 1973
Joseph A. Sickles.....	Rockville, MD.....	Dec. 13, 1973
Frederick R. Blackwell.....	Washington, DC.....	Feb. 1, 1974
Joseph Lazar.....	Boulder, CO.....	Feb. 15, 1974
Irwin M. Lieberman.....	Stamford, CT.....	Apr. 2, 1974
Frederick R. Blackwell.....	Washington, DC.....	May 1, 1974
Joseph A. Sickles.....	Rockville, MD.....	May 16, 1974
David P. Twomey.....	Squantum, MA.....	June 28, 1974

# FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

## MEMBERSHIP

R. F. O'LEARY, *Chairman*  
W. F. EUKER, *Vice Chairman*

H. E. CROW <sup>1</sup>	C. V. KRASSOW
C. H. HERRINGTON <sup>2</sup>	R. F. O'LEARY
J. S. GODFREY <sup>3</sup>	J. R. TIPTON

NANCY J. DEVER, *Assistant Executive Secretary*

## JURISDICTION

"*Fourth Division:* To have jurisdiction over disputes involving employes of carrier directly or indirectly engaged in transportation of passengers or property by water, and all other employes 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 employes" (para. (h), sec. 3, First, Railway Labor Act, 1934).

## CLASSES OF DISPUTES TO BE HANDLED

"The disputes between an employe or group of employes 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" (para. (i), sec. 3, First, Railway Labor Act, 1934).

## Carriers party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Atchison, Topeka & Santa Fe		Los Angeles Junction.....	2
Railway Co.....	6	Missouri-Kansas-Texas.....	1
Belt Railway Co. of Chicago.....	2	Norfolk & Western.....	7
Boston & Maine.....	8	Penn Central.....	27
Burlington Northern Inc.....	3	Reading.....	1
Central of Georgia.....	1	Richmond, Fredricksburg & Potomac.....	1
Central Railroad Co. of New Jersey.....	6	Seaboard Coast Line.....	1
Chesapeake & Ohio Railroad..	2	Southern.....	2
Chicago and Northwestern.....	2	Southern Pacific-Pacific.....	1
Chicago, Milwaukee, St. Paul & Pacific.....	5	Southern Pacific-T & L.....	1
Detroit Terminal Railroad Co..	1	Terminal Railroad Association of St. Louis.....	2
Erie Lackawanna.....	2	Texas & Pacific.....	3
Florida East Coast.....	1	Union Belt of Detroit.....	1
Grand Trunk Western.....	7	Union Pacific.....	4
Lehigh & New England.....	4	Western Maryland.....	1
Lehigh Valley.....	1		
Long Island.....	5	Total.....	113

<sup>1</sup> E. T. Horsley, substitute for Mr. Crow.

<sup>2</sup> W. F. Euker, substitute for Mr. Herrington.

<sup>3</sup> G. L. Naylor, substitute for Mr. Godfrey.



*Organizations—Employees party to cases docketed*

	<i>Number of cases</i>		<i>Number of cases</i>
American Railway Supervisors Association.....	28	Railroad America Yardmasters of America.....	71
Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees-Allied Services Division.....	5	Railway Employees' Department—AFL-CIO.....	3
Individual.....	3	Western Railway Supervisors Association.....	1
Inland Boatmen's Union of the Pacific.....	2	Total.....	113

*Neutrals appointed to Fourth Division, National Railroad Adjustment Board,  
Fiscal year 1974*

Name	Residence	Date of appointment
Robert M. O'Brien.....	Boston, MA.....	July 13, 1973
Do.....	do.....	Aug. 23, 1973
Do.....	do.....	Oct. 3, 1973
Do.....	do.....	Nov. 5, 1973
Do.....	do.....	Nov. 30, 1973
Do.....	do.....	Dec. 21, 1973
Do.....	do.....	Jan. 11, 1974
Do.....	do.....	Feb. 14, 1974
Do.....	do.....	Mar. 14, 1974
Do.....	do.....	May 2, 1974
Do.....	do.....	May 14, 1974
Dana Eischen.....	Liverpool, NY.....	June 21, 1974

# APPENDIX B

## 1. Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1974

Name	Residence	Date of appointment	Public Law Board No.	Parties
C. Robert Roadley <sup>1</sup>	Falls Church, VA	July 27, 1973 <sup>1</sup>	297	Seaboard Coast Line R.R. Co. and United Transportation Union.
Nicholas H. Zumas <sup>1</sup>	Washington, DC	Oct. 10, 1973 <sup>1</sup>	452	St. Louis-Southwestern Rwy. Co. and Brotherhood of Locomotive Engineers.
David H. Brown <sup>1</sup>	Sherman, TX	Nov. 30, 1973 <sup>1</sup>	589	Union Pacific R.R. Co. and United Transportation Union (E).
Leverett Edwards <sup>1</sup>	Fort Worth, TX	Mar. 25, 1974 <sup>1</sup>	596	Missouri Pacific R.R. Co. and United Transportation Union (C&T).
David Dolnick <sup>1</sup>	Chicago, IL	July 17, 1973	779	Chicago & North Western Transportation Co. and United Transportation Union (T)
James M. Harkless <sup>1</sup>	Washington, DC	Feb. 6, 1974	779	Do.
John B. Criswell <sup>1</sup>	Stigler, OK	May 10, 1974	847	Seaboard Coast Line R.R. Co. and United Transportation Union (T).
Howard A. Johnson <sup>1</sup>	San Leandro, CA	Oct. 25, 1973	872	Burlington Northern Inc. and United Transportation Union (T).
John M. Malkin <sup>1</sup>	Newark, NJ	Nov. 15, 1973	909	Burlington Northern Inc. and United Transportation Union.
John B. Criswell <sup>1</sup>	Stigler, OK	Nov. 14, 1973	927	Seaboard Coast Line R.R. Co. and United Transportation Union (O).
Leverett Edwards <sup>1</sup>	Fort Worth, TX	June 6, 1974	931	Seaboard Coast Line R.R. Co. and United Transportation Union (C&T).
David H. Brown <sup>1</sup>	Sherman, TX	Feb. 5, 1974	1021	Butte, Anaconda & Pacific Rwy. Co. and United Transportation Union.
A. Langley Coffey <sup>1</sup>	Sand Springs, OK	Aug. 9, 1973	1031	Kansas City Southern Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Leverett Edwards <sup>1</sup>	Fort Worth, TX	Sept. 7, 1973	1044	Norfolk, Franklin & Danville Rwy. Co. and Transportation-Communication Division of Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers—Express & Station Employees.
David L. Kabaker <sup>1</sup>	Cleveland, OH	Oct. 29, 1973	1049	Pittsburgh & Shawmut R.R. Co. and United Transportation Union (T).
Robert O. Boyd <sup>1</sup>	Washington, DC	Feb. 5, 1974	1072	Detroit, Toledo & Ironton R.R. Co. and Brotherhood of Locomotive Engineers.
Milton Friedman <sup>1</sup>	New York, NY	Oct. 3, 1973	1074	Penn Central Transportation Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	July 10, 1973	1112	Norfolk & Western Rwy. Co. and United Transportation Union.
David H. Brown <sup>1</sup>	Sherman, TX	Nov. 21, 1973	1114	Newburgh & South Shore Rwy. Co. and United Transportation Union (E).
John B. Criswell <sup>1</sup>	Stigler, OK	Mar. 7, 1974 <sup>1</sup>	1119	Chicago & Illinois Midland Rwy. Co. and United Transportation Union (E).
Nicholas H. Zumas <sup>1</sup>	Washington, DC	Nov. 29, 1973	1125	Chesapeake & Ohio Rwy. Co. and United Transportation Union.
William M. Edgett <sup>1</sup>	Baltimore, MD	Apr. 12, 1974	1128	Penn Central Transportation Co. and United Transportation Union (E).
William H. Coburn <sup>1</sup>	Washington, DC	Aug. 29, 1973	1129	Denver & Rio Grande Western R.R. Co. and United Transportation Union (S).
Gene T. Ritter <sup>1</sup>	Ardmore, OK	Dec. 11, 1973	1135	Atchison, Topeka & Santa Fe Rwy. Co. and United Transportation Union (C&T).
Dudley E. Whiting <sup>1</sup>	Southfield, MI	Oct. 9, 1973	1143	Penn Central Transportation Co. and United Transportation Union (E).
C. Robert Roadley <sup>1</sup>	Falls Church, VA	Nov. 28, 1973 <sup>1</sup>	1143	Do.
Preston J. Moore <sup>1</sup>	Oklahoma City, OK	Oct. 30, 1973	1144	Norfolk & Western Rwy. Co. and United Transportation Union (C-E-T).
C. Robert Roadley <sup>1</sup>	Falls Church, VA	Mar. 12, 1974	1146	Seaboard Coast Line R.R. Co. and United Transportation Union (E&C).
Burl E. Hays <sup>1</sup>	Oklahoma City, OK	Oct. 9, 1973	1150	Louisville & Nashville R.R. Co. and United Transportation Union (T&C).
Joseph Shister <sup>1</sup>	Lenox, MA	July 17, 1973	1152	Detroit, Toledo & Ironton R.R. Co. and United Transportation Union (T&E).
Robert M. O'Brien <sup>1</sup>	Boston, MA	Aug. 20, 1973	1155	Monongahela Connecting R.R. Co. and United Transportation Union.
Preston J. Moore <sup>1</sup>	Oklahoma City, OK	Sept. 25, 1973	1158	Norfolk & Western Rwy. Co. (Lake Region) and United Transportation Union.
David H. Brown <sup>1</sup>	Sherman, TX	Oct. 30, 1973	1160	Southern Pacific Transportation Co. and United Transportation Union (S).
Irving T. Bergman <sup>1</sup>	Cedarhurst, NY	July 3, 1973	1163	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
Louis Yagoda <sup>1</sup>	New Rochelle, NY	Nov. 7, 1973	1165	Norfolk & Western Rwy. Co. and United Transportation Union (E).
David L. Kabaker <sup>1</sup>	Cleveland, OH	Oct. 4, 1973	1166	Detroit & Toledo Shore Line R.R. Co. and United Transportation Union.
Milton Friedman <sup>1</sup>	New York, NY	July 3, 1973	1168	Western Maryland Rwy. Co. and United Transportation Union (E).
John H. Dorsey <sup>1</sup>	Washington, DC	Aug. 7, 1973	1169	Duluth, Winnipeg & Pacific Rwy. Co. and United Transportation Union (E).

Thomas L. Hayes <sup>1</sup>	Burlington, VT	July 6, 1973	1170	Atchison, Topeka & Santa Fe. Rwy. Co. and Brotherhood of Railroad Signalmen.
John B. Criswell <sup>1</sup>	Stigler, OK	July 2, 1973	1172	Columbia, Newberry & Laurens R.R. Co. and United Transportation Union (T).
Francis A. O'Neill, Jr. <sup>1</sup>	Manasquan, NJ	July 10, 1973	1173	Long Island Rail Road and Brotherhood of Railway Carmen of the United States & Canada.
Irving T. Bergman <sup>1</sup>	Cedarhurst, NY	Aug. 28, 1973	1174	Canadian Pacific Limited (Rail) Atlantic Region and United Transportation Union.
William H. Coburn <sup>1</sup>	Washington, DC	July 9, 1973	1175	Cambridia & Indiana R.R. Co. and United Transportation Union (E).
John H. Dorsey <sup>1</sup>	do.	July 11, 1973	1176	Buffalo Creek R.R. Co. and United Transportation Union (E).
Irving R. Shapiro <sup>1</sup>	Albany, NY	Aug. 7, 1973	1177	Southern Pacific Transportation Co. and International Brotherhood of Electrical Workers.
Jesse Simons <sup>1</sup>	New York, NY	July 6, 1973	1178	Penn Central Transportation Co. and Transport Workers Union of America.
John H. Dorsey <sup>1</sup>	Washington, DC	Aug. 1, 1973	1179	Reading Co. and Brotherhood of Railroad Signalmen.
Martin I. Rose <sup>1</sup>	New York, NY	July 9, 1973	1180	Delaware & Hudson Rwy. Co. and Brotherhood of Locomotive Engineers.
Robert O. Boyd <sup>1</sup>	Washington, DC	Aug. 17, 1973	1181	Burlington Northern Inc. and United Transportation Union (S).
David H. Brown <sup>1</sup>	Sherman, TX	July 11, 1973	1182	Peoria & Pekin Union Rwy. Co. and United Transportation Union (E).
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	July 23, 1973	1183	Newburgh & South Shore Rwy. Co. and United Transportation Union (E).
Do.	do.	July 17, 1973	1184	Lehigh Valley R.R. Co. and Brotherhood of Locomotive Engineers.
Arthur W. Sempliner <sup>1</sup>	Grosse Pointe Farms, MI	July 23, 1973	1185	Delaware & Hudson Rwy. Co. and United Transportation Union (T).
Paul C. Dugan <sup>1</sup>	Kansas City, MO	Sept. 24, 1973	1186	St. Louis Southwestern Railway Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Harold M. Weston <sup>3</sup>	New York, NY	Nov. 29, 1973	1187	Maine Central Railroad-Portland Terminal Co. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas <sup>3</sup>	Washington, DC	July 27, 1973	1188	Detroit & Toledo Shore Line R.R. Co. and United Transportation Union (T).
Peyton M. Williams <sup>1</sup>	Oklahoma City, OK	June 7, 1974	1188	Do.
David Dolnick <sup>1</sup>	Chicago, IL	July 25, 1973	1190	Atchison, Topeka & Santa Fe. Rwy. Co. (Coast Lines) and United Transportation Union (E).
Arnold M. Zack <sup>3</sup>	Boston, MA	July 27, 1973	1191	Bangor & Aroostook R.R. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Oct. 17, 1973	1191	Do.
David Dolnick <sup>1</sup>	Chicago, IL	Sept. 7, 1973	1192	Newburgh & South Shore Rwy. Co. and United Transportation Union (T).
Robert O. Boyd <sup>1</sup>	Washington, DC	Aug. 30, 1973	1193	Detroit Terminal R.R. Co. and Brotherhood of Locomotive Engineers.
Morris L. Myers <sup>3</sup>	San Francisco, CA	Aug. 9, 1973	1194	Los Angeles Junction Rwy. Co. and United Transportation Union (S).
David Dolnick <sup>1</sup>	Chicago, IL	July 31, 1973	1195	Burlington Northern Inc. and International Brotherhood of Electrical Workers.
Leverett Edwards <sup>1</sup>	Fort Worth, TX	Aug. 7, 1973	1196	Western Pacific R.R. Co. and United Transportation Union (T&C).
Robert M. O'Brien <sup>1</sup>	Boston, MA	July 31, 1973	1197	Norfolk & Western Rwy. Co. and International Brotherhood of Electrical Workers.
Preston J. Moore <sup>1</sup>	Oklahoma City, OK	Aug. 10, 1973	1198	Southern Pacific Transportation Co. T&L Lines and United Transportation Union (S).
Do.	do.	Oct. 30, 1973	1199	Kansas City Southern Rwy. Co. and Brotherhood of Locomotive Engineers.
William H. Coburn <sup>1</sup>	Washington, DC	Aug. 29, 1973	1200	Cuyahoga Valley Rwy. Co. and United Transportation Union (E).
David Dolnick <sup>3</sup>	Chicago, IL	do.	1201	Burlington Northern Inc. and United Transportation Union (T).
Howard A. Johnson <sup>1</sup>	San Leandro, CA	May 13, 1974	1202	Chicago & North Western Transportation Co. and United Transportation Union (E).
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Aug. 15, 1973	1203	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
Nicholas H. Zumas <sup>1</sup>	Washington, DC	do.	1204	Richmond, Fredericksburg & Potomac R.R. Co. and United Transportation Union (T).
Tedford E. Schoonover <sup>3</sup>	Colorado Springs, CO	Nov. 6, 1973	1205	Union Pacific R.R. Co. and United Transportation Union (C).
Robert O. Boyd <sup>1</sup>	Washington, DC	Feb. 20, 1974	1205	Do.
David Dolnick <sup>1</sup>	Chicago, IL	Aug. 27, 1973	1206	McKeesport Connecting R.R. Co. and United Transportation Union (E).
David H. Brown <sup>1</sup>	Sherman, TX	Aug. 31, 1973	1207	Burlington Northern Inc. and United Transportation Union (T).
Arthur W. Sempliner <sup>1</sup>	Grosse Pointe Farms, MI	Nov. 28, 1973	1208	Grand Trunk Western R.R. Co. and Brotherhood of Maintenance of Way Employees.
H. Raymond Cluster <sup>3</sup>	North Truro, MA	Sept. 5, 1973	1209	Penn Central Transportation Co. and International Brotherhood of Electrical Workers.
Joseph A. Sickles <sup>1</sup>	Rockville, MD	Feb. 20, 1974	1209	Do.
C. Robert Roadley <sup>1</sup>	Falls Church, VA	Sept. 12, 1973	1210	Baltimore & Ohio R.R. Co. and Brotherhood of Maintenance of Way Employees.
H. Raymond Cluster <sup>1</sup>	North Truro, MA	Oct. 31, 1973	1211	Denver & Rio Grande Western R.R. Co. and United Transportation Union (C&T).
David H. Brown <sup>1</sup>	Sherman, TX	Dec. 11, 1973	1212	Cuyahoga Valley Rwy. Co. and United Transportation Union (T).

See footnotes at end of table.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1974—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Joseph Kane <sup>3</sup> .....	Seattle, WA.....	Sept. 25, 1973	1213	Los Angeles Junction Rwy. Co. and United Transportation Union (S).
David L. Kabaker <sup>3</sup> .....	Cleveland, OH.....	Mar. 5, 1974	1214	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....	Oct. 4, 1973	1215	Akron, Canton & Youngstown R.R. Co. and United Transportation Union (E).
Joseph E. Cole <sup>1</sup> .....	Junction City, KS.....	Sept. 12, 1973	1216	Houston Belt & Terminal R.R. Co. and Brotherhood of Locomotive Engineers.
Jacob Seidenberg <sup>1</sup> .....	Falls Church, VA.....	Sept. 6, 1973	1217	The Long Island Rail Road and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Do.....do.....do.....			1218	The Long Island Rail Road and International Association of Machinists & Aerospace Workers.
Howard A. Johnson <sup>1</sup> .....	San Leandro, CA.....	May 6, 1974	1219	Burlington Northern Inc. and United Transportation Union (S).
Francis X. Quinn <sup>1</sup> .....	Philadelphia, PA.....	Sept. 20, 1973	1220	Norfolk & Western Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....	Sept. 13, 1973	1222	Atchison, Topeka & Santa Fe Rwy. Co. and United Transportation Union (E).
Harold M. Weston <sup>1</sup> .....	New York NY.....	Sept. 18, 1973	1223	Joint Texas Division of the Chicago, Rock Island & Pacific R.R. Co. & Fort Worth & Denver Rwy. Co. and Brotherhood of Locomotive Engineers.
David H. Brown <sup>1</sup> .....	Sherman, TX.....	Oct. 24, 1973	1224	Union Pacific R.R. Co. and United Transportation Union (E).
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....	Jan. 8, 1974	1225	Southern Pacific Transportation Co. (T&L Lines) and United Transportation Union (E)
Murray M. Rohman <sup>1</sup> .....	Fort Worth, TX.....	Sept. 25, 1973	1226	Texas & Pacific R.R. Co. and United Transportation Union (T).
Irving R. Sharprio <sup>1</sup> .....	Albany, NY.....	Nov. 27, 1973	1227	New York Dock Rwy. and United Transportation Union (C&T).
David H. Brown <sup>1</sup> .....	Sherman, TX.....	Oct. 3, 1973	1228	Minneapolis, Northfield & Southern Rwy. and United Transportation Union.
Jacob Seidenberg <sup>1</sup> .....	Falls Church, VA.....	Oct. 15, 1973	1229	Baltimore & Ohio R.R. Co. and Brotherhood of Locomotive Engineers.
Irving R. Shapiro <sup>1</sup> .....	Albany, NY.....	Jan. 7, 1974	1230	The Long Island Rail Road and Brotherhood of Locomotive Engineers.
Howard A. Johnson <sup>1</sup> .....	San Leandro, CA.....	Oct. 16, 1973	1231	Soo Line R.R. Co. and United Transportation Union (T&C).
Francis A. O'Neill, Jr. <sup>3</sup> .....	Manasquan, NJ.....	Nov. 7, 1973	1232	The Long Island Rail Road and United Transportation Union.
Joseph Kane <sup>1</sup> .....	Seattle, WA.....	Nov. 6, 1973	1233	Spokane International R.R. Co. and United Transportation Union (E).
Byron R. Abernethy <sup>1</sup> .....	Lubbock, TX.....	Oct. 24, 1973	1234	Missouri Pacific R.R. Co. and United Transportation Union (T&C).
William M. Edgett <sup>3</sup> .....	Baltimore, MD.....	Jan. 14, 1974	1235	Baltimore & Ohio R.R. Co. and United Transportation Union.
Tedford Schoonover <sup>1</sup> .....	Colorado Springs, CO.....	Mar. 5, 1974	1236	Atchison, Topeka & Santa Fe Rwy. Co. and Brotherhood of Locomotive Engineers.
Robert O. Boyd <sup>1</sup> .....	Washington, DC.....	Dec. 27, 1973	1237	Union Pacific R.R. Co. and United Transportation Union (C).
David L. Kabaker <sup>1</sup> .....	Cleveland, OH.....	Jan. 14, 1974	1238	Detroit, Toledo & Ironton R.R. Co. and United Transportation Union.
C. Robert Rowley <sup>1</sup> .....	Falls Church, VA.....	Oct. 29, 1973	1239	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
William H. Coburn <sup>1</sup> .....	Washington, DC.....	Oct. 30, 1973	1240	Colorado & Southern Rwy. Co. and United Transportation Union.
David H. Brown <sup>1</sup> .....	Sherman, TX.....	Oct. 31, 1973	1241	Indiana Harbor Belt R.R. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>1</sup> .....	Falls Church, VA.....	Oct. 26, 1973	1242	Southern Pacific Transportation Co. and Brotherhood of Locomotive Engineers.
Robert O. Boyd <sup>1</sup> .....	Washington, DC.....	Nov. 6, 1973	1243	Missouri Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
Burl E. Hays <sup>1</sup> .....	Oklahoma City, OK.....	Nov. 28, 1973	1244	Louisville & Nashville R.R. Co. and United Transportation Union (T).
Preston J. Moore <sup>1</sup> .....	do.....	Oct. 30, 1973	1245	Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans, and United Transportation Union (S).
Jacob Seidenberg <sup>1</sup> .....	Falls Church, VA.....	Oct. 29, 1973	1246	Western Pacific R.R. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
David Dolnick <sup>1</sup> .....	Chicago, IL.....	Nov. 14, 1973	1247	Belt Railway Co. of Chicago, and United Transportation Union.
Paul C. Dugan <sup>1</sup> .....	Kansas City, MO.....	Jan. 11, 1974	1248	Chicago & Western Indiana R.R. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
David Dolnick <sup>1</sup> .....	Chicago, IL.....	Nov. 14, 1973	1249	Belt Railway Co. of Chicago and Brotherhood of Locomotive Engineers.
Leverett Edwards <sup>1</sup> .....	Fort Worth, TX.....	Nov. 21, 1973	1250	Los Angeles Junction Rwy. Co. and United Transportation Union (S).

Burl E. Hays <sup>1</sup>	Oklahoma City, OK	Nov. 28, 1973	1251	Louisville & Nashville R.R. Co. and United Transportation Union (T&C).
Nicholas H. Zumas <sup>1</sup>	Washington, DC	June 20, 1974	1252	Bessemer & Lake Erie R.R. Co. and United Transportation Union (E).
Arthur T. Van Wart <sup>1</sup>	Atlanta, GA	Nov. 27, 1973	1253	Norfolk & Southern Rwy. Co. and United Transportation Union.
Preston J. Moore <sup>1</sup>	Oklahoma City, OK	Dec. 3, 1973	1254	Atchafalaya, Topeka & Santa Fe Rwy. Co. and United Transportation Union (E).
Do.	do	Nov. 30, 1973	1255	Modesto & Empire Traction Co. and United Transportation Union.
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Nov. 27, 1973	1256	Norfolk & Western Rwy. Co. and United Transportation Union (E).
David Dolnick <sup>1</sup>	Chicago, IL	Feb. 6, 1974	1257	Belt Railway Co. of Chicago and United Transportation Union.
C. Robert Roadley <sup>1</sup>	Falls Church, VA	Dec. 14, 1973	1258	Penn Central Transportation Co. and United Transportation Union (E).
Burl E. Hays <sup>1</sup>	Oklahoma City, OK	Jan. 11, 1974	1259	Houston Belt & Terminal Rwy. Co. and United Transportation Union (T).
Joseph A. Sickles <sup>1</sup>	Rockville, MD	Dec. 27, 1973	1260	Norfolk & Western Rwy. Co. and United Transportation Union (C-E-T).
David R. Douglass <sup>1</sup>	Oklahoma City, OK	Dec. 11, 1973	1261	Southern Railway System and Brotherhood of Locomotive Engineers.
Howard A. Johnson <sup>1</sup>	San Leandro, CA	Nov. 30, 1973	1262	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
William M. Edgett <sup>1</sup>	Baltimore, MD	Dec. 11, 1973	1263	Penn Central Transportation Co. and United Transportation Union.
Louis Yagoda <sup>1</sup>	New Rochelle, NY	do	1264	Penn Central Transportation Co. and United Transportation Union (T).
Walter L. Gray <sup>1</sup>	Oklahoma City, OK	Dec. 10, 1973	1265	Missouri Pacific R.R. Co. and Brotherhood of Railway Carmen of the United States & Canada.
C. Robert Roadley <sup>1</sup>	Falls Church, VA	Dec. 11, 1973	1266	Southern Railway System and United Transportation Union (E).
Harold M. Weston <sup>1</sup>	New York, NY	do	1267	Burlington Northern Inc. and Brotherhood of Locomotive Engineers.
Murray M. Rohman <sup>1</sup>	Fort Worth, TX	Jan. 15, 1974	1268	Port Terminal Railroad Association and United Transportation Union (E).
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Dec. 19, 1973	1269	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Milton Friedman <sup>1</sup>	New York, NY	Mar. 22, 1974	1270	Union Pacific R.R. Co. and United Transportation Union (T&C).
Irwin M. Lieberman <sup>1</sup>	Stamford, CT	Jan. 11, 1974	1271	Belt Railway Co. of Chicago and United Transportation Union.
David Dolnick <sup>1</sup>	Chicago, IL	do	1272	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
Tedford Schoonover <sup>1</sup>	Colorado Springs, CO	Mar. 29, 1974	1273	Louisville & Nashville R.R. Co. and United Transportation Union (T&C).
Nicholas H. Zumas <sup>1</sup>	Washington, DC	Feb. 4, 1974	1274	Chicago & Illinois Midland Rwy. Co. and Brotherhood of Railway, Airlines & Steamship Clerks, Freight Handlers, Express & Station Employees.
Preston J. Moore <sup>1</sup>	Oklahoma City, OK	Jan. 10, 1974	1275	Alton & Southern Rwy. Co. and United Transportation Union (T).
Irwin M. Lieberman <sup>1</sup>	Stamford, CT	Feb. 4, 1974	1276	Erie Lackawanna Rwy. Co. and United Transportation Union (T).
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Mar. 29, 1974	1277	Louisville & Nashville R.R. Co. and United Transportation Union (C&T).
Irving T. Bergman <sup>1</sup>	Cedarhurst, NY	Jan. 23, 1974	1278	Maine Central R.R. Co.-Portland Terminal Co. and United Transportation Union (C&T).
Lloyd H. Bailor <sup>1</sup>	Los Angeles, CA	Jan. 15, 1974	1279	Central Railroad Co. of New Jersey and Brotherhood of Maintenance of Way Employees.
David H. Brown <sup>1</sup>	Sherman, TX	Jan. 16, 1974	1280	Lake Terminal R.R. Co. and United Transportation Union (T).
John H. Dorsey <sup>1</sup>	Washington, DC	Feb. 6, 1974	1281	Penn Central Transportation Co. and United Transportation Union (T).
David H. Brown <sup>1</sup>	Sherman, TX	Apr. 25, 1974	1282	Burlington Northern Inc. and United Transportation Union (E).
John B. Criswell <sup>1</sup>	Stigler, OK	Jan. 25, 1974	1283	Seaboard Coast Line R.R. Co. and United Transportation Union (T).
Irwin M. Lieberman <sup>1</sup>	Stamford, CT	Mar. 7, 1974	1284	Penn Central Transportation Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Nicholas H. Zumas <sup>1</sup>	Washington, DC	Feb. 4, 1974	1285	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore <sup>1</sup>	Oklahoma City, OK	Feb. 1, 1974	1286	The Oakland Terminal Rwy. and United Transportation Union (S).
Joseph A. Sickles <sup>1</sup>	Rockville, MD	June 13, 1974	1287	Detroit, Toledo & Ironton R.R. Co. and United Transportation Union.
Byron R. Abernethy <sup>1</sup>	Lubbock, TX	Feb. 1, 1974	1288	Chicago & North Western Transportation Co. and United Transportation Union (C-T-E), and Brotherhood of Locomotive Engineers.
Paul D. Hanlon <sup>1</sup>	Portland, OR	Feb. 5, 1974	1289	Chicago & Eastern Illinois R.R. and United Transportation Union (T).
Jacob Seidenberg <sup>1</sup>	Falls Church, VA	Feb. 4, 1974	1290	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Irving R. Shapiro <sup>1</sup>	Albany, NY	Feb. 7, 1974	1291	The Long Island Rail Road and Railroad Yardmasters of America.
Burl E. Hays <sup>1</sup>	Oklahoma City, OK	Feb. 22, 1974	1292	Norfolk & Western Rwy. Co. and United Transportation Union.
Francis X. Quinn <sup>1</sup>	Philadelphia, PA	Feb. 6, 1974	1293	Chicago, West Pullman & Southern R.R. Co. and United Transportation Union.
William H. Coburn <sup>1</sup>	Washington, DC	Feb. 14, 1974	1294	Richmond, Fredericksburg & Potomac R.R. Co. and Railroad Yardmasters of America.

See footnotes at end of table.

*1. Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1974—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
James M. Harkless <sup>1</sup> .....do.....		Mar. 20, 1974	1295	The Long Island R.R. and Brotherhood of Railway Carmen of the United States and Canada Lodge 866.
Harold M. Weston <sup>1</sup> .....	New York, NY.....	Feb. 25, 1974	1298	Burlington Northern Inc. and Brotherhood of Locomotive Engineers.
Irving R. Shapiro <sup>1</sup> .....	Albany, NY.....	Mar. 7, 1974	1299	Penn Central Transportation Co. and United Transportation Union (T).
Howard A. Johnson <sup>1</sup> .....	San Leandro, CA.....	Feb. 21, 1974	1300	Soo Line R.R. Co. and United Transportation Union (E).
David H. Brown <sup>1</sup> .....	Sherman, TX.....	Feb. 26, 1974	1301	Minneapolis, Northfield & Southern Rwy. Co. and United Transportation Union.
William M. Edgett <sup>1</sup> .....	Baltimore, MD.....	Mar. 29, 1974	1302	Norfolk & Western Rwy. Co. and United Transportation Union (E).
Robert O. Boyd <sup>1</sup> .....	Washington, DC.....	Apr. 18, 1974	1304	Union Pacific R.R. Co. and United Transportation Union (E).
Leverett Edwards <sup>1</sup> .....	Fort Worth, TX.....	Mar. 5, 1974	1305	Baltimore & Ohio R.R. Co. & Baltimore & Ohio Chicago Terminal R.R. Co. and United Transportation Union (E).
David Dolnick <sup>1</sup> .....	Chicago, IL.....	Feb. 27, 1974	1307	Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and International Brotherhood of Electrical Workers.
David H. Brown <sup>1</sup> .....	Sherman, TX.....	Mar. 5, 1974	1309	Burlington Northern Inc. and United Transportation Union.
Arthur T. Van Wart <sup>1</sup> .....	Atlanta, GA.....	Mar. 6, 1974	1310	Niagara Junction Rwy. Co. and United Transportation Union.
Nicholas H. Zumas <sup>1</sup> .....	Washington, DC.....	do.....	1311	Erie Lackawanna Rwy. Co. and United Transportation Union (E).
Arthur T. Van Wart <sup>1</sup> .....	Atlanta, GA.....	Apr. 2, 1974	1312	Baltimore & Ohio R.R. Co. & Baltimore & Ohio Chicago Terminal R.R. and United Transportation Union (T).
David H. Brown <sup>1</sup> .....	Sherman, TX.....	Apr. 22, 1974	1313	Indiana Harbor Belt R.R. Co. and United Transportation Union (E).
William M. Edgett <sup>1</sup> .....	Baltimore, MD.....	Apr. 2, 1974	1314	Penn Central Transportation Co. and United Transportation Union (E).
Frederick R. Blackwell <sup>1</sup> .....	Washington, DC.....	Mar. 29, 1974	1315	Chicago & North Western Transportation Co. and Brotherhood of Locomotive Engineers.
Leverett Edwards <sup>1</sup> .....	Fort Worth, TX.....	Mar. 25, 1974	1316	Southern Pacific Transportation Co., T&L Lines and United Transportation Union (C&T).
Lloyd H. Bailer <sup>1</sup> .....	Los Angeles, CA.....	Mar. 26, 1974	1319	Delaware & Hudson Rwy. Co. and Brotherhood of Maintenance of Way Employees.
Jacob Seidenberg <sup>1</sup> .....	Falls Church, VA.....	Mar. 29, 1974	1320	Chicago & North Western Transportation Co. and Brotherhood of Locomotive Engineers.
Francis X. Quinn <sup>1</sup> .....	Philadelphia, PA.....	Apr. 18, 1974	1321	Nashville & Nashville R.R. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....	Apr. 12, 1974	1322	Lake Terminal R.R. Co. and United Transportation Union (E).
Robert M. O'Brien <sup>1</sup> .....	Boston, MA.....	Apr. 11, 1974	1323	Indiana Harbor Belt R.R. Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....	do.....	1324	Chesapeake & Ohio Rwy. Co. and United Transportation Union (C&T).
Benjamin Rubenstein <sup>1</sup> .....	New York, NY.....	June 4, 1974	1325	REA Express and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
Paul D. Hanlon <sup>1</sup> .....	Portland, OR.....	Apr. 18, 1974	1326	Clinchfield R.R. Co. and United Transportation Union.
Irving T. Bergman <sup>1</sup> .....	Cedarhurst, NY.....	Apr. 12, 1974	1328	Norfolk & Western Rwy. Co. and United Transportation Union (T).
Louis Yagoda <sup>1</sup> .....	New Rochelle, NY.....	Apr. 18, 1974	1329	Norfolk & Western Rwy. Co. and United Transportation Union (C-T-E).

Nicholas H. Zumas<sup>1</sup>..... Washington, DC..... Apr. 17, 1974  
 Irving T. Bergman<sup>1</sup>..... Cedarhurst, NY..... do.....  
 Joseph A. Sickles<sup>1</sup>..... Rockville, MD..... Apr. 25, 1974  
 Leverett Edwards<sup>1</sup>..... Fort Worth, TX..... Apr. 24, 1974  
 Arthur W. Sempliner<sup>1</sup>..... Grosse Pointe Farms, MI..... Apr. 16, 1974  
 Preston J. Moore<sup>1</sup>..... Oklahoma City, OK..... Apr. 22, 1974  
 Robert M. O'Brien<sup>1</sup>..... Boston, MA..... Apr. 24, 1974

H. Raymond Cluster<sup>1</sup>..... North Truro, MA..... May 16, 1974  
 Jacob Seidenberg<sup>1</sup>..... Falls Church, VA..... Apr. 26, 1974  
 Dana E. Eischen<sup>1</sup>..... Liverpool, NY..... May 13, 1974  
 C. Robert Roadley<sup>1</sup>..... Falls Church, VA..... May 14, 1974

Preston J. Moore<sup>1</sup>..... Oklahoma City, OK..... May 6, 1974  
 Daniel House<sup>1</sup>..... New York, NY..... May 23, 1974  
 Robert O. Boyd<sup>1</sup>..... Washington, DC..... May 8, 1974  
 Do..... do..... do.....  
 Jacob Seidenberg<sup>1</sup>..... Falls Church, VA..... May 23, 1974  
 Do..... do..... May 8, 1974  
 Louis Yagoda<sup>1</sup>..... New Rochelle, NY..... May 15, 1974  
 Joseph A. Sickles<sup>2</sup>..... Rockville, MD..... June 4, 1974  
 Nicholas H. Zumas<sup>1</sup>..... Washington, DC..... May 29, 1974  
 Paul C. Dugan<sup>1</sup>..... Kansas City, MO..... June 6, 1974  
 Arthur T. Van Wart<sup>1</sup>..... Atlanta, GA..... June 4, 1974

Harold M. Weston<sup>1</sup>..... New York, NY..... June 13, 1974

Arthur T. Van Wart<sup>1</sup>..... Atlanta, GA..... June 18, 1974  
 John T. Criswell<sup>1</sup>..... Stigler, OK..... June 28, 1974

Jacob Seidenberg<sup>1</sup>..... Falls Church, VA..... June 5, 1974  
 William H. Coburn<sup>1</sup>..... Washington, DC..... June 13, 1974  
 David Dolnick<sup>1</sup>..... Chicago, IL..... do.....

Dudley E. Whiting<sup>2</sup>..... Southfield, MI..... do.....  
 Jacob Seidenberg<sup>1</sup>..... Falls Church, VA..... June 11, 1974

1330 Erie Lackawanna Rwy. Co. and Brotherhood of Locomotive Engineers.  
 1331 Norfolk & Western Rwy. Co. and Brotherhood of Locomotive Engineers.  
 1332 Seaboard Coast Line R.R. Co. and United Transportation Union (C).  
 1333 Atchison, Topeka & Santa Fe. Rwy. Co. and United Transportation Union (C&T).  
 1334 Grand Trunk Western R.R. Co. and Brotherhood of Locomotive Engineers.  
 1335 Boston & Maine Corp. and United Transportation Union (T).  
 1336 Atlanta & West Point Railroad, The Western Railway of Alabama, Georgia Railroad, Atlanta Joint Terminals and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.  
 1337 Penn Central Transportation Co. and United Transportation Union.  
 1339 Chesapeake & Ohio Rwy. Co. and Brotherhood of Locomotive Engineers.  
 1340 Erie Lackawanna Rwy. Co. and United Transportation Union (T).  
 1341 Norfolk & Western Rwy. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.  
 1342 Atchison, Topeka & Santa Fe, Rwy. Co. and United Transportation Union (C&T).  
 1344 Erie Lackawanna Rwy. Co. and United Transportation Union (T).  
 1345 Norfolk & Western Rwy. Co. and United Transportation Union (C).  
 1346 Fort Worth & Denver Rwy. Co. and Brotherhood of Locomotive Engineers.  
 1347 Erie Lackawanna Rwy Co. and United Transportation Union (T).  
 1348 Western Pacific R.R. Co. and Brotherhood of Locomotive Engineers.  
 1351 River Terminal Rwy. Co. and United Transportation Union (E).  
 1355 Chicago River & Indiana R.R. Co. and United Transportation Union.  
 1357 Louisville & Nashville R.R. Co. and United Transportation Union (C&T).  
 1359 Louisville & Nashville R.R. Co. and United Transportation Union (E).  
 1361 Atlanta & West Point R.R. Co. and The Western Railway of Alabama and United Transportation Union.  
 1362 Western Pacific R.R. Co. and International Brotherhood of Firemen, Oilers, Helpers Roundhouse & Railway Shop Laborer.  
 1363 Western Maryland Rwy. Co. and United Transportation Union (T).  
 1366 Seaboard Coast Line R.R. Co. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.  
 1367 Atchison, Topeka & Santa Fe. Rwy. Co. and Brotherhood of Locomotive Engineers.  
 1369 Colorado & Southern Rwy. Co. and United Transportation Union.  
 1371 Chicago, Milwaukee, St. Paul & Pacific R.R. Co. and Brotherhood of Locomotive Engineers.  
 1372 Illinois Central Gulf R.R. and United Transportation Union (C).  
 1373 Southern Railway System and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.

<sup>1</sup> Merits.

<sup>2</sup> Neutral resigned.

<sup>3</sup> Procedural.

*2. Arbitrators appointed—Arbitration Boards, fiscal year 1974*

Name	Residence	Date of appointment	Arbitration and case No.	Parties
Milton Friedman.....	New York, NY....	Nov. 16, 1973	Arbitration 327, case No. A-.....	Lehigh Valley Railroad Co. and Brotherhood of Locomotive Engineers.
Howard A. Johnson.....	San Leandro, CA....	July 13, 1973	Arbitration 331, case No. A-8830..	Denver & Rio Grande Western Railroad Co. and United Transportation Union.
David L. Kabaker.....	Cleveland, OH.....	July 25, 1973	Arbitration 332, case No. A-8830..	Penn Central Transportation Co. and United Transportation Union (C&T&E).
Howard G. Gamser....	Washington, DC....	Aug. 21, 1973	Arbitration 333, case No. A-9355..	Leeward Island Air Transport Services, Ltd. and International Association of Machinists and Aerospace Workers.
Jacob Seidenberg.....	Falls Church, VA....	Aug. 22, 1973	Arbitration 334, case No. A-8830..	Penn Central Transportation Co. and United Transportation Union.
Francis X. Quinn.....	Philadelphia, PA....	Aug. 30, 1973	Arbitration 335, case No. A-8811..	Penn Central Transportation Union and Brotherhood of Railroad Signalmen.
Leverett Edwards.....	Fort Worth, TX....	Oct. 30, 1973	Arbitration 336, case No. A-8830..	Norfolk & Western Railway Co. (proper) and United Transportation Union.
H. Raymond Cluster..	North Truro, MA....	Nov. 20, 1973	Arbitration 337, case No. A-8830..	Boston & Maine Corp. and United Transportation Union.
Jacob Seidenberg.....	Falls Church, VA....	Nov. 29, 1973	Arbitration 338, case No. A-.....	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Howard A. Johnson.....	San Leandro, CA....	Dec. 3, 1973	Arbitration 339, case No. A-8830..	Penn Central Transportation Co. and United Transportation Union (E).
Do.....	do.....	Feb. 6, 1974	Arbitration 340, case No. A-8830..	Green Bay & Western Railroad Co. and United Transportation Union.
John Criswell.....	Stigler, OK.....	Apr. 25, 1974	Arbitration 341, case No. A-8811..	Missouri-Kansas-Texas Railroad Co. and Brotherhood of Railroad Signalmen.
Dana Eischen.....	Liverpool, NY.....	June 11, 1974	Arbitration 342, case No. A-8830..	Erie Lackawanna Railway Co. and United Transportation Union (T).
Nicholas H. Zumas....	Washington, DC....	June 14, 1974	Arbitration 343, case No. A-8830..	Penn Central Transportation Co. and United Transportation Union.



### 3. *Neutrals appointed—Special Boards of Adjustment, fiscal year 1974*

Name	Residence	Date of appointment	Special board No.	Parties
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....	Sept. 25, 1973	444	Toledo, Peoria & Western Railroad Co., and United Transportation Union (T).
Irwin M. Lieberman <sup>1</sup> .....	Stamford, CO.....	Jan. 2, 1974	570	National Railway Labor Conference and Railway Employees' Department; Sheet Metal Workers' International Association; and International Association of Machinists and Aerospace Workers.
Do.....	do.....	Apr. 29, 1974	597	Southern Railway System and Railway Employees' Department; Sheet Metal Workers' International Association; and International Association of Machinists and Aerospace Workers.
Do.....	do.....	do.....	612	Central of Georgia Railroad Co., and Railway Employees' Department; Sheet Metal Workers' International Association; and International Association of Machinists and Aerospace Workers.
Byron R. Abernethy <sup>1</sup> .....	Lubbock, TX.....	June 14, 1974	793	Burlington Northern, Inc. and United Transportation Union (E).
Nelson M. Bortz.....	Kitty Hawk, NC.....	July 17, 1973	820	Norfolk and Western Railway Co., and United Transportation Union.
Matthew A. Kelly.....	Larchmont, NY.....	July 24, 1973	821	Penn Central Transportation Co., and United Transportation Union (T).
Nelson M. Bortz.....	Kitty Hawk, NC.....	Oct. 10, 1973	822	Norfolk and Western Railway Co., and Dining Car Employees Local 354.
H. Raymond Cluster.....	North Truro, MA.....	Nov. 2, 1973	823	Penn Central Transportation Co., and United Transportation Union.
Irving T. Bergman.....	Cedarhurst, NY.....	Nov. 26, 1973	824	Norfolk & Western Railway Co., and Transportation-Communication Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Harold M. Weston.....	New York, NY.....	Dec. 7, 1973	825	Burlington Northern, Inc. and Brotherhood of Locomotive Engineers.
Robert G. Williams.....	Charlotte, NC.....	Dec. 14, 1973	826	Norfolk & Western Railway Co., and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
C. Robert Roadley.....	Falls Church, VA.....	Feb. 22, 1974	827	Long Island Rail Road Co., and American Railway Supervisors Association (Special Board of Inquiry out of Case No. A-9387).
Joseph A. Sickles.....	Rockville, MD.....	Apr. 3, 1974	828	Norfolk & Western Railway Co., and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Irving T. Bergman.....	Cedarhurst, NY.....	Apr. 30, 1974	829	Norfolk & Western Railway Co., and Brotherhood of Railroad Signalmen.
Robert G. Williams.....	Charlotte, NC.....	June 14, 1974	830	Norfolk & Western Railway Co., and United Transportation Union (T).
Gene T. Ritter.....	Ardmore, OK.....	June 13, 1974	831	Norfolk & Western Railway Co., and United Transportation Union (E) and (T).

<sup>1</sup> Parties replaced neutral previously appointed.

### 4. *Neutrals appointed pursuant to Union Shop Agreement, fiscal year 1974*

Name	Residence	Date of appointment	Carrier	Organization	Individuals involved
None made.....					

5. Referees appointed—System Board of Adjustment, fiscal year 1974

Name	Residence	Date of appointment	Parties
Panel submitted on July 16, 1973, but dispute never arbitrated.			Delta-Northeast Merger Case (CAB Labor Protective Provision).
Panel submitted July 16, 1973, but company ceased operations.			Executive Airlines, Inc. and International Association of Machinists & Aerospace Workers.
James C. Vadakin	Coral Gables, FL	July 17, 1973	National Airlines, Inc. and International Association of Machinists & Aerospace Workers.
James J. Sherman	Tampa, FL	July 18, 1973	Do.
William H. Coburn <sup>1</sup>	Washington, DC	July 26, 1973	Caribbean Atlantic-Eastern Merger Case (CAB Labor Protective Provisions).
Robert G. Williams	Charlotte, NC		
Gerald A. Barrett	Chapel Hill, NC		
G. Allan Dash, Jr.	Philadelphia, PA		
Wayne E. Howard	do.	Aug. 6, 1973	Piedmont Airlines, Inc. and International Association of Machinists & Aerospace Workers (Mechanics and related employees).
James J. Sherman	Tampa, FL		
James C. Vadakin	Coral Gables, FL		
Howard G. Gamser	Washington, DC		
Alexander B. Porter	do.		
Laurence E. Seibel	do.		
Francis J. Robertson	do.		
Robert Thomas Amis	Atlanta, GA		
Thompson Powers	Washington, DC	do.	Piedmont Airlines, Inc. and International Association of Machinists & Aerospace Workers (stock clerk employees).
Eli Rock	Philadelphia, PA		
John Perry Horlacher	Bryn Mawr, PA		
Howard W. Kleeb	Vienna, VA		
Frank J. Dugan	Washington, DC		
Joseph A. Sickles	Rockville, MD		
Lewis M. Gill <sup>1</sup>	Merion, PA	do.	Piedmont Airlines, Inc. and Air Line Pilots Association.
Francis A. O'Neill, Jr.	Manasquan, NJ	Aug. 16, 1973	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Panel submitted but dispute never arbitrated.		Aug. 21, 1973	Prinair and International Association of Machinists & Aerospace Workers.
Do.		do.	Do.
Leo C. Brown	St. Louis, MO	do.	Wien Consolidated Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Francis A. O'Neill, Jr.	Manasquan, NJ	Aug. 22, 1973	National Airlines, Inc. and Air Line Pilots Association (stewardess).
William M. Edgett <sup>1</sup>	Baltimore, MD	do.	Airlift International and Air Line Pilots Association.
Eva Robins	New York, NY	Aug. 28, 1973	National Airlines, Inc. and Air Line Pilots Association (stewardess).
Murray M. Rohman	Fort Worth, TX	Aug. 30, 1973	Compania Mexicana de Aviacion, S. A. and International Association of Machinists & Aerospace Workers.
Milton Friedman <sup>1</sup>	New York, NY	do.	Saturn Airways and Air Line Pilots Association.
Leverett Edwards <sup>1</sup>	Fort Worth, TX	do.	Do.
Nicholas H. Zumas <sup>1</sup>	Washington, DC	do.	Do.
Do.	do.	do.	Do.
Francis A. O'Neill, Jr. <sup>1</sup>	Manasquan, NJ	do.	Do.

David H. Brown <sup>1</sup>	Sherman, TX	Sept. 20, 1973	Do.
Leverett Edwards <sup>1</sup>	Fort Worth, TX	do.	Do.
Thomas T. Roberts <sup>1</sup>	Rolling Hills, CA	do.	Do.
Sam Kagel <sup>1</sup>	San Francisco, CA	do.	Do.
Morris L. Myers <sup>1</sup>	do.	do.	Do.
Cornelius J. Peck <sup>1</sup>	Seattle, WA	do.	Do.
Paul D. Hanlon <sup>1</sup>	Portland, OR	do.	Do.
Murray M. Rohman <sup>1</sup>	Fort Worth, TX	do.	Braniff International and International Brotherhood of Teamsters, Local Union 19.
Do.	do.	do.	Do.
Walter L. Gray, Sr. <sup>1</sup>	Oklahoma City, OK	do.	Do.
Do.	do.	do.	Do.
Leverett Edwards <sup>1</sup>	Fort Worth, TX	Sept. 21, 1973	Saturn Airways, Inc. and International Brotherhood of Teamsters, Local Union 2707.
James J. Sherman <sup>1</sup>	Tampa, FL	Sept. 21, 1973	Modern Air Transport and Air Line Pilots Association.
Peyton Miller Williams	Oklahoma City, OK	Oct. 2, 1973	Braniff International and International Association of Machinists & Aerospace Workers.
Don J. Harr <sup>1</sup>	do.	do.	Do.
Leo C. Brown <sup>1</sup>	Saint Louis, MO	Oct. 3, 1973	Braniff International and Air Line Pilots Association.
Herbert Mesigh <sup>1</sup>	Oklahoma City, OK	do.	Do.
Francis J. Robertson <sup>1</sup>	Washington, DC	Oct. 4, 1973	Texas International Airlines and Air Line Pilots Association.
Paul C. Dugan	Kansas City, MO	Oct. 10, 1973	Ozark Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Edmund W. Schedler, Jr.	Dallas, TX	Oct. 11, 1973	Braniff International and International Association of Machinists & Aerospace Workers.
Panel submitted but dispute never arbitrated	do.	Oct. 26, 1973	Pan American World Airways and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.
Thomas G. S. Christensen <sup>1</sup>	New York, NY	Nov. 6, 1973	American Airlines and Ira Raab representing a flight attendant.
Howard G. Gamser	Washington, DC	Nov. 16, 1973	National Airlines, Inc. and Air Line Pilots Association.
Panel submitted but dispute never arbitrated	do.	do.	Ozark Airlines, Inc. and Air Line Pilots Association.
Leo C. Brown	St. Louis, MO	Nov. 26, 1973	Ozark Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Paul C. Dugan	Kansas City, MO	Nov. 29, 1973	Do.
Morris L. Myers <sup>1</sup>	San Francisco, CA	Dec. 13, 1973	Saturn Airways, Inc. and Air Line Pilots Association.
Leo C. Brown <sup>1</sup>	Saint Louis, MO	Dec. 20, 1973	Braniff International and Air Line Pilots Association.
Robert Hogueland <sup>1</sup>	Rye, NY	do.	National Airlines, Inc. and International Association of Machinists & Aerospace Workers.
James M. Harkless <sup>1</sup>	Washington, DC	Jan. 10, 1974	Penn Central Transportation Co. and Joseph N. Zarra.
Panel of 7 submitted	do.	Jan. 11, 1974	Caribbean Atlantic-Eastern Merger Case (CAB Labor Protective Provisions).
Nelson M. Bortz	Kitty Hawk, NC	Feb. 4, 1974	National Airlines, Inc. and Air Lines Pilots Association.
Francis A. O'Neill, Jr.	Manasquan, NJ	do.	Do.
James C. Vadakin	Coral Gables, FL	do.	Do.
Perry G. Gathright <sup>1</sup>	Houston, TX	Feb. 5, 1974	Piedmont Airlines, Inc. and International Association of Machinists & Aerospace Workers.
William H. Coburn	Washington, DC	Feb. 21, 1974	Capitol International Airways, Inc. and Air Line Pilots Association.
Howard G. Gamser	do.	do.	Do.
Panel submitted but parties have not decided on arbitrator as yet.	do.	do.	Do.
Perry G. Gathright	Houston, TX	Feb. 22, 1974	National Airlines, Inc. and Flight Engineers International Association.
Thomas Q. Gilson	Honolulu, HI	do.	Braniff International and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.

See footnotes at end of table.

5. *Referees appointed—System Board of Adjustment, fiscal year 1974.*—Continued

Name	Residence	Date of appointment	Parties
Howard G. Gamser.....	Washington, DC.....	Feb. 22, 1974	Eastern Airlines, Inc. and nonmanagement salaried employees.
Francis A. O'Neill, Jr.....	do.....	do.....	Do.
	Manasquan, NJ.....	Mar. 5, 1974	Pan American World Airways and International Brotherhood of Teamsters.
Panel submitted but dispute never arbitrated.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	do.....	Do.
Do.....	do.....	Mar. 29, 1974	Do.
Leo C. Brown.....	St. Louis, Mo.....	Apr. 1, 1974	Ozark Air Lines, Inc. and Air Line Pilots Association.
Patrick J. Fisher.....	Indianapolis, IN.....	Apr. 1, 1974	Do.
James C. Vadakin <sup>1</sup> .....	Coral Gables, FL.....	Apr. 23, 1974	Caribbean Atlantic-Eastern Merger Case (CAB Labor Protective Provisions).
Joseph A. Sickles <sup>1</sup> .....	Rockville, MD.....	Apr. 24, 1974	Do.
Panel submitted but parties have not decided on arbitrator as yet.....	do.....	do.....	Delta-Northeast Merger Case (CAB Labor Protective Provisions).
Paul C. Dugan.....	Kansas City, MO.....	Apr. 25, 1974	Ozark Air Lines, Inc. and Air Line Pilots Association.
Joseph Edward Cole.....	Junction City, KS.....	do.....	Do.
James Francis Reilly.....	Washington, DC.....	do.....	Do.
Joseph V. McKenna.....	Saint Louis, MO.....	Apr. 28, 1974	Do.
Herbert Mesigh.....	Oklahoma City, OK.....	do.....	Do.

Francis J. Robertson.....	Washington, DC.....do.....	Gordons Transports, Inc. and certain employees affected by ICC Supplemental Order MC-F-10718 served on Nov. 28, 1971.
Nicholas H. Zumas.....	do.....Apr. 30, 1974	National Airlines, Inc. and Air Line Pilots Association.
Robert O. Boyd.....	do.....May 7, 1974	Penn Central Transportation Co. and L. C. Starnes, a nonagreement employee.
Paul C. Dugan.....	Kansas City, MO.....May 9, 1974	Ozark Air Lines, Inc. and International Association of Machinists & Aerospace Workers.
Patrick J. Fisher.....	Indianapolis, IN.....do.....	Ozark Air Lines, Inc. and Aircraft Mechanics Fraternal Association.
Mark L. Kahn.....	Detroit, MI.....May 10, 1974	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Irwin M. Lieberman.....	Stamford, CO.....do.....	Do.
Jerre S. Williams <sup>1</sup> .....	Austin, TX.....do.....	Aeromexico and International Brotherhood of Teamsters, Local 769.
Panel submitted but parties resolved dispute without arbitration.....	June 6, 1974	World Airways, Inc. and International Brotherhood of Teamsters.
Perry G. Gathright <sup>1</sup> .....	Houston, TX.....do.....	Braniff International and International Association of Machinists & Aerospace Workers.
Lloyd Bailer <sup>1</sup> .....	Los Angeles, CA.....June 12, 1974	Saturn Airways and Air Line Pilots Association.
Morris L. Myers <sup>1</sup> .....	San Francisco, CA.....do.....	Do.
Paul D. Hanlon <sup>1</sup> .....	Portland, OR.....do.....	Do.
Patrick J. Fisher <sup>1</sup> .....	Indianapolis, IN.....do.....	Do.
Jacob Seidenberg <sup>1</sup> .....	Falls Church, VA.....do.....	Do.
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....do.....	Do.
J. B. Gillingham <sup>1</sup> .....	Seattle, WA.....do.....	Do.
Anne Harmon Miller.....	Washington, DC.....June 14, 1974	National Airlines, Inc. and Air Line Pilots Association.
Mark L. Kahn.....	Detroit, MI.....June 19, 1974	Northwest Airlines, Inc. and International Association of Machinists & Aerospace Workers.
Charles M. Rhemus.....	Ann Arbor, MI.....do.....	Do.
Preston J. Moore <sup>1</sup> .....	Oklahoma City, OK.....June 20, 1974	Saturn Airways, Inc. and Air Line Pilots Association.
Byron R. Abernethy <sup>1</sup> .....	Lubbock, TX.....do.....	Do.
Morris L. Myers <sup>1</sup> .....	San Francisco, CA.....do.....	Do.
Mark L. Kahn <sup>1</sup> .....	Detroit, MI.....do.....	Do.
Harry H. Platt <sup>1</sup> .....	Southfield, MI.....do.....	Do.

<sup>1</sup> Selected by the parties from a panel submitted by the National Mediation Board.

6. *Neutral referees appointed pursuant to Public Law 91-518—Rail Passenger Service Act of 1970—(Amtrak) fiscal year 1974*

Name	Residence	Date of appointment	Amtrak No.	Parties
William M. Edgett.	Baltimore, MD . . . . .	Aug. 29, 1973	12-11	The Baltimore & Ohio Railroad Co. and United Transportation Union (T).
Do . . . . .	do . . . . .	Dec. 19, 1973	13-11	Do.
Harold M. Weston <sup>1</sup> .	New York, N. Y . . . . .	Apr. 30, 1974	14-11	Southern Pacific Transportation Co. and certain employees represented by Lawrence E. Moll.
Morris L. Myers . . . . .	San Francisco, CA . . . . .	June 12, 1974	14-11	Do.

<sup>1</sup> Parties desired neutral referee from the west coast.

# APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-74

Status of cases	40-year period 1935-74	Fiscal year 1974	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	314	482	480	489	471	472	248	202	136	172
New cases docketed.....	14,090	262	326	287	311	316	394	302	413	415	463
Total cases on hand and received.....	<sup>1</sup> 14,186	576	808	767	800	787	866	550	615	551	635
Cases disposed of.....	13,907	297	494	285	320	298	356	289	401	403	496
Cases pending and unsettled at end of period.....	279	279	314	482	480	489	510	261	214	148	139
Representation cases											
Cases pending and unsettled at beginning of period.....	24	22	8	3	11	10	22	17	22	34	50
New cases docketed.....	4,441	75	80	82	75	70	82	62	100	136	176
Total cases on hand and received.....	<sup>1</sup> 4,465	97	88	85	86	80	104	79	122	170	226
Cases disposed of.....	4,446	78	66	77	83	69	82	62	102	137	186
Cases pending and unsettled at end of period.....	19	19	22	8	3	11	22	17	20	33	40
Mediation cases											
Cases pending and unsettled at beginning of period.....	72	291	472	476	477	458	447	228	173	102	122
New cases docketed.....	9,516	183	244	201	234	245	309	235	304	276	288
Total cases on hand and received.....	<sup>1</sup> 9,588	474	716	677	711	703	756	463	477	378	408
Cases disposed of.....	9,329	215	425	205	235	226	271	221	290	264	309
Cases pending and unsettled at end of period.....	259	259	291	472	476	477	485	242	187	114	99
Interpretation cases											
Cases pending and unsettled at beginning of period.....	None	1	2	1	1	3	3	3	6	0	0
New cases docketed.....	133	4	2	4	2	1	3	5	9	3	1
Total cases on hand and received.....	<sup>1</sup> 133	5	4	5	3	4	6	8	15	3	1
Cases disposed of.....	132	4	3	3	2	3	3	5	8	2	1
Cases pending and unsettled at end of period.....	1	1	1	2	1	1	3	3	7	1	0

<sup>1</sup> Adjusted to reflect actual count.

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1974

	Disposition by type of carrier							Disposition by major issue involved						
	Railroads							Air- lines total	New agreement		Rates of pay		Rules	
	Total all cases	Class I	Class II	Switch- ing and terminal	Elec- tric	Miscel- laneous	Rail- roads total		Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
Total .....	215	105	11	22	0	8	146	69	2	4	5	3	139	62
Mediation agreement .....	145	63	4	9	0	6	82	63	1	3	0	3	80	57
Arbitration agreement .....	1	0	0	0	0	0	0	1	0	0	0	0	0	1
Withdrawn after mediation .....	6	4	1	1	0	0	6	0	0	0	1	0	5	0
Withdrawn before mediation .....	10	8	1	1	0	0	10	0	0	0	0	0	10	0
Refusal to arbitrate by:														
Carrier .....	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Employees .....	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Both .....	1	0	0	0	0	0	0	1	0	1	0	0	0	0
Closed—Board action .....	52	30	5	11	0	2	48	4	1	0	4	0	44	4



TABLE 3.—*Representation cases disposition by craft or class, employees involved and participating, fiscal year 1974*

	Railroads				Airlines			
	Number cases	Number crafts and classes	Em- ployees involved	Number partici- pating	Number cases	Number crafts and classes	Em- ployees involved	Number partici- pating
Total.....	35	46	3,821	2,324	42	47	20,706	1,694
Disposition:								
Certification.....	22	27	2,320	2,029	14	15	1,419	979
Dismissals.....	13	19	1,501	295	28	32	19,287	715
Total all cases <sup>1</sup> .....	1 78		24,527	4,018				

<sup>1</sup> Includes 1 case inadvertently counted twice.

TABLE 4.—*Number of cases disposed of by major groups of employees, fiscal year 1974*

	Number of—			
	All types of cases	Representa- tion cases	Mediation cases	Interpreta- tion cases
Grand total, all groups of employees.....	296	77	215	4
Railroad total.....	184	35	146	3
Combined groups, railroad.....	14	4	10	0
Train, engine, and yard service.....	98	7	89	2
Mechanical foremen.....	7	5	2	0
Maintenance of equipment.....	1	1	0	0
Clerical, office, station, and storehouse.....	16	9	7	0
Yardmasters.....	7	0	7	0
Maintenance-of-way and signal.....	10	3	6	1
Subordinate officials in maintenance-of-way.....	1	0	1	0
Agents, telegraphers, and towermen.....	6	0	6	0
Train dispatchers.....	1	0	1	0
Technical engineers, architects, draftsmen, etc.....	1	1	0	0
Dining car employees, train and pullman porters.....	1	0	1	0
Patrolmen and special officers.....	4	2	2	0
Marine servicemen.....	5	0	5	0
Miscellaneous railroad.....	12	3	9	0
Airline total.....	112	42	69	1
Combined groups, airline.....	25	5	20	0
Mechanics.....	12	3	9	0
Radio and teletype operators.....	3	3	0	0
Clerical, office, fleet and passenger service.....	14	7	6	1
Stewards, stewardesses, and flight pursers.....	13	1	12	0
Pilots.....	16	8	8	0
Airline dispatchers.....	7	1	6	0
Meteorologists.....	3	1	2	0
Stock and stores.....	4	1	3	0
Flight engineers.....	0	0	0	0
Flight navigators.....	0	0	0	0
Miscellaneous airline.....	14	11	3	0
Flight kitchen and commissary employees.....	1	1	0	0

TABLE 5.—*Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1974*

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees .....	77	93	24, 527	100
Railroad total .....	35	46	3, 821	15. 6
Dining car employees, train and pullman porters ..	0	0	0	0
Engine service .....	7	8	382	1. 6
Train service .....	0	0	0	0
Yard service .....	1	1	1, 576	6. 4
Mechanical department foremen and/or supervisors of mechanics ..	5	5	582	2. 4
Maintenance of equipment .....	1	1	3	( <sup>1</sup> )
Clerical, office, station, and storehouse ..	9	9	498	2. 0
Yardmasters .....	0	0	0	0
Maintenance of way and signal .....	3	3	125	( <sup>1</sup> )
Subordinate officials, maintenance of way ..	0	0	0	0
Agents, telegraphers, and towermen ..	0	0	0	0
Technical engineers, architects, draftsmen and allied workers .....	1	1	35	( <sup>1</sup> )
Patrolmen and special officers .....	2	2	144	( <sup>1</sup> )
Marine service .....	0	0	0	0
Combined groups, railroad .....	3	13	123	( <sup>1</sup> )
Miscellaneous, railroad .....	3	3	353	1. 4
Airline total .....	42	47	20, 706	84. 4
Mechanics .....	3	3	629	2. 6
Flight navigators .....	0	0	0	0
Clerical, office, fleet and passenger service employees .....	7	7	16, 525	67. 3
Stock and Stores employees .....	1	1	6	( <sup>1</sup> )
Stewardesses, pursers, and flight attendants ..	1	1	421	1. 7
Pilots .....	8	8	168	( <sup>1</sup> )
Flight engineers .....	0	0	0	0
Airline dispatchers .....	1	1	1	( <sup>1</sup> )
Commissary employees .....	1	1	125	( <sup>1</sup> )
Radio and teletype operators .....	3	3	283	1. 2
Meteorologists .....	1	1	8	( <sup>1</sup> )
Combined groups .....	5	10	244	1. 0
Miscellaneous, airline .....	11	11	2, 296	9. 4

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

TABLE 6.—*Number of crafts or classes certified and employees involved in representation cases by type of results, fiscal year 1974*

	Certifications issued to—								
	National organizations			Local unions			Total		
	Employees involved			Employees involved			Employees involved		
	Craft or class	Num-ber	Per-cent	Craft or class	Num-ber	Per-cent	Craft or class	Num-ber	Per-cent
<b>RAILROADS</b>									
Representation required:									
Elections.....	9	281	8	6	27	( <sup>1</sup> )	15	308	8
Proved authorizations.....	1	42	1	1	5	( <sup>1</sup> )	2	47	1
Representation changed:									
Elections.....	4	1,648	44	0	0	0	4	1,648	44
Proved authorizations.....	1	109	3	0	0	0	1	109	3
Representation unchanged:									
Elections.....	5	208	6	0	0	0	5	208	6
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total railroad.....	20	2,288	62	7	32	( <sup>1</sup> )	27	2,320	62
<b>AIRLINES</b>									
Representation acquired:									
Elections.....	12	764	20	0	0	0	12	764	20
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation changed:									
Elections.....	1	226	6	0	0	0	1	226	6
Proved authorizations.....	1	8	( <sup>1</sup> )	0	0	0	1	8	( <sup>1</sup> )
Representation unchanged:									
Elections.....	1	421	11	0	0	0	1	421	11
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total airline.....	15	1,419	37	0	0	0	15	1,419	37
Total combined railroad and airline.....	35	3,707	99	7	32	(1)	42	3,739	100

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

NOTE.—These figures do not include cases that were either withdrawn or dismissed. Because of rounding, sums of individual items may not equal totals.

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1973 to June 30, 1974*

Case number	Carrier	Organization	Craft or class	Date of work stoppage	Date work resumed	Number of days	Issues	No. of employees	Disposition
A-9297	KLM—Royal Dutch Airlines.	Transport Workers Union of America.	Maintenance employees, commissary employees, station operations, and teletype operators.	July 2, 1973	Sept. 4, 1973	65	Subcontracting.....	300	Mediation agreement dated Aug. 1, 1973.
A-9314	Trans World Airlines, Inc.	.....do.....	Flight attendants.....	Nov. 4, 1973	Dec. 18, 1973	44	Wages, employee furloughs, and layoffs.	5,200	Mediation agreement dated Dec. 14, 1973.
A-9394	El Al Israel Airlines.	International Association of Machinists & Aerospace Workers.	Mechanics.....	Jan. 5, 1974	Jan. 15, 1974	11	Overtime.....	130	Mediation agreement dated Jan. 25, 1974.
A-9299	Air France.....	.....do.....	Cargo, dispatchers, mechanics and stock clerks, ramp and commissary employees, supervisors, and teletype operators.	Jan. 9, 1974	May 28, 1974	140	Schedule employees at any hour, employ part-time help, and farming-out work.	365	Mediation agreement dated May 30, 1974.

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 1935-74

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
Total:								
1974.....	6,961	3,820	1,050	874	177	18	119	903
1973.....	6,781	3,775	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:								
1974.....	6,864	3,762	1,046	856	173	18	118	891
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	558	106	8	38	39
1935.....	2,940	2,254	347	334	-----	6	-----	-----
Other organizations:								
1974.....	97	58	4	18	4	-----	1	12
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	58	4	18	4	-----	1	12
1967.....	97	58	4	18	4	-----	1	12
1966.....	96	57	4	18	4	-----	1	12
1965.....	95	56	4	18	4	-----	1	12
1964.....	95	56	4	18	4	-----	1	12
1963.....	95	56	4	18	4	-----	1	12
1962.....	94	55	4	18	4	-----	1	12
1961.....	94	55	4	18	4	-----	1	12
1960.....	94	55	4	18	4	-----	1	12
1959.....	94	55	4	18	4	-----	1	12
1958.....	94	55	4	18	4	-----	1	12
1957.....	94	55	4	18	4	-----	1	12
1956.....	94	55	4	18	4	-----	1	12
1955.....	94	55	4	18	4	-----	1	12
1950.....	93	54	4	18	4	-----	1	12
1945.....	80	48	3	18	4	-----	-----	7
1940.....	65	40	3	15	2	-----	-----	5
1935.....	81	81	-----	-----	-----	-----	-----	-----

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board; fiscal years 1935-74 inclusive

ALL DIVISIONS							
Cases	40 year period 1935-74	1974	1973	1972	1971	1970	
Open and on hand at beginning of period.....		2,078	2,549	3,015	3,692	4,277	
New cases docketed.....	<sup>1</sup> 73,308	766	916	847	882	921	
Total number of cases on hand and docketed.....	73,308	2,844	3,465	3,862	4,574	5,198	
Cases disposed of.....	71,786	1,322	1,387	1,313	1,559	1,506	
Decided without referee.....	12,907	25	15	29	150	31	
Decided with referee.....	34,211	1,042	1,164	975	789	806	
Withdrawn.....	24,668	<sup>1</sup> 255	208	309	618	669	
Open cases on hand close of period.....	1,522	1,522	2,078	2,549	3,015	3,692	
FIRST DIVISION							
Open and on hand at beginning of period.....		1,378	1,764	2,054	2,650	2,940	
New cases docketed.....	<sup>1</sup> 42,792	20	61	66	69	192	
Total number of cases on hand and docketed.....	42,792	1,398	1,825	2,120	2,719	3,132	
Cases disposed of.....	41,940	546	447	356	665	482	
Decided without referee.....	10,902	25	15	23	146	27	
Decided with referee.....	11,724	303	299	220	41	12	
Withdrawn.....	19,314	218	133	113	478	443	
Open cases on hand close of period.....	852	852	1,378	1,764	2,054	2,650	
SECOND DIVISION							
Open and on hand at beginning of period.....		123	156	137	156	186	
New cases docketed.....	<sup>1</sup> 6,708	195	197	190	162	197	
Total number of cases on hand and docketed.....	6,708	318	353	327	318	385	
Cases disposed of.....	6,560	170	230	171	181	209	
Decided without referee.....	732	0	0	4	0	1	
Decided with referee.....	4,992	166	226	164	171	195	
Withdrawn.....	836	4	4	3	10	13	
Open cases on hand close of period.....	148	148	123	156	137	156	
THIRD DIVISION							
Open and on hand at beginning of period.....		500	521	779	829	1,987	
New cases docketed.....	<sup>1</sup> 20,694	439	489	425	565	470	
Total number of cases on hand and docketed.....	20,694	938	1,010	1,204	1,394	1,557	
Cases disposed of.....	20,233	477	510	683	<sup>1</sup> 615	728	
Decided without referee.....	910	0	0	2	4	3	
Decided with referee.....	15,362	454	478	528	498	529	
Withdrawn.....	3,960	23	33	165	111	196	
Open cases on hand close of period.....	461	461	500	521	779	829	
FOURTH DIVISION							
Open and on hand at beginning of period.....		89	120	45	57	64	
New cases docketed.....	<sup>1</sup> 3,114	113	169	166	86	80	
Total number of cases on hand and docketed.....	3,114	202	289	211	143	144	
Cases disposed of.....	3,053	141	200	91	98	87	
Decided without referee.....	317	0	0	0	0	0	
Decided with referee.....	2,113	119	162	63	79	70	
Withdrawn.....	623	22	38	28	19	17	
Open cases on hand close of period.....	61	61	89	120	45	57	

<sup>1</sup> Adjusted to reflect actual count.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1974

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
Alabama Great Southern	BLE	UTU	UTU	UTU	UTU	RYA	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
Atlanta & West Point RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Auto-Train Corp.	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)
Baltimore & Ohio RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Bangor & Aroostook RR	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Bessemer & Lake Erie RR	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	X
Boston & Maine Corp.	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Burlington Northern	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Canadian Pacific Lines in Maine	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	BRAC
Central of Georgia Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Central RR. of New Jersey	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Central Vermont Ry., Inc.	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Chesapeake & Ohio Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago & Eastern Illinois RR	BLE	UTU	UTU	UTU	UTU	ARSA	BRAC	BMW	BRAC	ATDA
Chicago & North Western Transportation Co.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Milwaukee, St. Paul & Pacific RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Rock Island & Pacific Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Cincinnati, New Orleans & Texas Pacific Ry.	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Clinchfield RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Colorado & Southern Ry.	BLE	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Delaware & Hudson Ry. Co.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Denver & Rio Grande Western RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit & Toledo Shore Line RR	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit, Toledo & Ironton RR	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Duluth, Missabe & Iron Range Ry.	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Duluth, Winnipeg & Pacific Ry.	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	BRAC
Elgin, Joliet & Eastern Ry.	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	LU
Erie-Lackawanna Ry. Co.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Florida East Coast Ry.	BLE	UTU	UTU	UTU	UTU	LU	BRAC	BMW	BRAC	LU
Fort Worth & Denver Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Georgia RR. Lessee Organization	BLE	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Georgia, Southern & Florida Ry.	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Grand Trunk Western RR	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Green Bay & Western RR	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Illinois Central Gulf RR	BLE	UTU	UTU	UTU	UTU	SA	BRAC	BMW	BRAC	ITDA
Illinois Terminal RR	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Kansas City Southern Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1974—Continued

Railroad	Engineers	Firemen and hostlers	Con- ductors	Brakemen, flagmen, and baggage- men	Yard- foremen, helpers, and switch- tenders	Yard- masters	Clerical, office, station, and store- house	Main- tenance of way employees	Tele- graphers	Dispatcher
Lake Superior & Ishpeming RR	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	X	X
Lehigh Valley RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Long Island RR	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	IBT	BRAC	ATDA
Louisville & Nashville RR	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Maine Central	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Minneapolis, Northfield & Southern RY	BLE	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Missouri-Illinois RR	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Missouri-Kansas-Texas RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Missouri Pacific RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Monongahela Ry	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
National RR. 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 RR	BLE	BLE	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	ATDA
Oregon Electric Ry	(*)	(*)	(*)	(*)	(*)	(*)	(*)	BMW	(*)	(*)
Penn Central Transportation Co.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Pennsylvania Reading Seashore Lines	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Pittsburgh & Lake Erie RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Reading Co.	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Richmond, Fredericksburg & Potomac RR	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	X
St. Louis-San Francisco Ry	BLE	UTU	UTU	UTU	UTU	WRSB	BRAC	BMW	BRAC	ATDA
St. Louis Southwestern Ry	BLE	UTU	UTU	UTU	UTU	WRSB	BRAC	BMW	BRAC	ATDA
Seaboard Coast Line RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Spokane International RR	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Soo Line RR	BLE	UTU	UTU	UTU	UTU	RYA	BRAB	BMW	BRAC	ATDA
Southern Pacific Transportation Co.	BLE	UTU	UTU	UTU	UTU	WRSB	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	BRAB	BMW	BRAC	ATDA
Texas Mexican Ry. Co.	UTU	UTU	UTU	UTU	UTU	(*)	BRAB	BMW	BRAC	
Toledo, Peoria & Western RR	UTU	UTU	UTU	UTU	UTU	(*)	BRAB	BMW	BRAC	(*)
Union Pacific RR	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 RR	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Western Railway of Alabama	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA

See footnotes at end of table.



TABLE 10.—Employee representation on selected rail carriers as of June 30, 1974—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
Akron, Canton & Youngstown Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Alabama Great Southern	IAM&AW	RB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	BRAC
Ann Arbor RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Atchison, Topeka & Santa Fe Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	UTU	(*)
Atlanta and West Point RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Auto Train Corp.	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)
Baltimore and Ohio RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	BRAC
Bangor & Aroostook RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	HRE
Bessemer & Lake Erie RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Boston & Maine Corp.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	SA	BRAC
Burlington Northern	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Canadian Pacific Lines in Maine					BRCA		BRS	-----		
Central of Georgia Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	BRAC
Central R.R. of New Jersey	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	(*)	(*)
Central Vermont Ry., Inc.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chesapeake & Ohio Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & Eastern RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & North Western Transportation Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago, Milwaukee, St. Paul and Pacific RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	MRMFA	UTU	HRE
Chicago, Rock Island & Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Cincinnati, New Orleans & Texas Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BRAC
Clinchfield RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)		(*)
Colorado & Southern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BSCP
Delaware & Hudson Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Denver & Rio Grande Western RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	UTU	SA
Detroit & Toledo Shore Line RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Detroit, Toledo & Ironton RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Duluth, Missabe & Iron Range Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	MDFA	(*)	(*)
Duluth, Winnipeg & Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	ARSA	(*)	(*)
Elgin, Joliet & Eastern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Erie-Lackawanna Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	HRE
Florida East Coast Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	X
Fort Worth & Denver Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	SA	UTU	HRE
Georgia R.R. Lessee Organization	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Georgia Southern and Florida Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	X	(*)	(*)
Grand Trunk Western RR.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Green Bay & Western RR.	IAM&AW	BB	SMWIA	X	BRCA	IBFO	BRS	-----	(*)	(*)

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1974—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 RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	LU	HRE
Illinois Central Gulf RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Illinois Terminal RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Kansas City Southern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Lake Superior & Ishpeming RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	(*)	(*)	(*)
Lehigh Valley RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE
Long Island RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Louisville & Nashville RR	IAM&AW	BB+TWU	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Maine Central RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Minneapolis Northfield & Southern Ry.	IAM&AW			IBEW	BRCA		X			
Missouri-Illinois RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	ARSA	(*)	(*)
Missouri-Kansas-Texas RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Missouri Pacific RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Monongahela Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
National RR. Passenger Corp.	IAM&AW			IBEW	LU			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 RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	LU	(*)	(*)
Oregon Electric Ry.	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)
Penn Central Transportation Co.	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	BRS	ARSA	UTU	TWU
Pennsylvania Reading Seashore Lines	IAM&AW	(*)	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Pittsburgh & Lake Erie RR	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	USWA	ARSA	(*)	(*)
Reading Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	HRE
Richmond, Fredericksburg & Potomac RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
St. Louis-San Francisco Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE
St. Louis Southwestern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	X	HRE
Seaboard Coast Line RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Spokane International RR	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)
Soo Line RR	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 RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Union Pacific RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Western Maryland Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Western Pacific	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Toledo, Peoria & Western RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Union Pacific RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Western Maryland Ry.	IAM&AW	BB	SMWIA	IBAW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Western Pacific	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Western Railway of Alabama	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)

See footnotes at end of table.

TABLE 10a.—Employee representation on selected air carriers as of June 30, 1974

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Stewardesses and pursers	Radio and teletype operators	Mechanics	Clerical, office, and passenger service	Stock and stores
Airlift, International.....	ALPA	-----	TWU	-----	ALPA	-----	IAM&AW	ALEA	IAM&AW
Alaska Airlines, Inc.....	ALPA	-----	-----	IAM&AW	ALPA	-----	IAM&AW	IAM&AW	IAM&AW
Allegheny Airlines, Inc.....	ALPA	-----	-----	-----	ALPA	-----	IAM&AW	IAM&AW	IAM&AW
Aloha Airlines, Inc.....	ALPA	-----	-----	ALDA	ALPA	-----	IAM&AW	IAM&AW	IAM&AW
American Airlines, Inc.....	APA	FEIA	-----	TWU	TWU	TWU	TWU	-----	TWU
Aspen Airways, Inc.....	-----	-----	-----	-----	-----	-----	Individual	-----	-----
Braniff International.....	ALPA	-----	-----	ATDA	ALPA	IBT	IAM&AW	IBT	IBT
Chicago Helicopter Airways, Inc.....	ALPA	-----	-----	-----	-----	-----	TWU	-----	-----
Continental Airlines, Inc.....	ALPA	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 Line, 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 Air West.....	ALPA	-----	-----	TWU	ALPA	-----	AMFA	ALEA	IAM&AW
Kodiak-Western Alaska Airlines, Inc.....	-----	-----	-----	-----	-----	-----	-----	-----	-----
Los Angeles Airways, Inc. (in a state of bankruptcy).	-----	-----	-----	-----	-----	-----	-----	-----	-----
National Airlines, Inc.....	ALPA	FEIA	-----	TWU	ALPA	CWA	IAM&AW	ALEA	IAM&AW
New York Airways, Inc.....	ALPA	-----	-----	ALDA	ALPA	-----	TWU	IAM&AW	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
Reeve Aleutian Airways, Inc.....	ALPA	ALPA	-----	-----	-----	-----	IAM&AW	-----	-----
SFO Helicopter Airlines, Inc.....	ALPA	-----	-----	-----	IBT	-----	TWU	IBT	TWU
Seaboard World Airlines, Inc.....	ALPA	IBT	-----	TWU	IBT	TWU	TWU	-----	TWU
Southern Airways, Inc.....	ALPA	-----	-----	SADA	TWU	-----	-----	-----	-----
Texas-International Airlines, Inc.....	ALPA	-----	-----	TWU	ALPA	-----	IAM&AW	ALEA	IAM&AW
Trans World Airlines, Inc.....	ALPA	ALPA	-----	TWU	TWU	IAM&AW	IAM&AW	-----	IAM&AW
United Air Lines, Inc.....	ALPA	ALPA	TWU	IAM&AW	ALPA	CWA	IAM&AW	-----	(2)
Western Airlines, Inc.....	ALPA	ALPA	-----	TWU	ALPA	BRAC	IBT	BRAC	IBT
Wien Air Alaska, Inc.....	ALPA	-----	-----	IAM&AW	ALPA	-----	IAM&AW	IAM&AW	IAM&AW
Wright Air Lines, Inc.....	-----	-----	-----	-----	-----	-----	-----	-----	-----

See footnotes at end of table.

TABLE 10b.—*Employee representation on selected rail carriers as of June 30, 1974*

Railroad (MARINE)	Licensed deck employ- ees	Licensed engine- room employ- ees	Un- licensed deck employ- ees	Un- licensed engine- room employ- ees	Cap- tains, lighters, grain boats	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				
Baltimore & Ohio RR.....	MMP	TWU	SIU	TWU	ILA	SIU	
Central R.R. of New Jersey.....	MMP	MEBA	TWU	TWU	ILA		
Chesapeake & Ohio Ry.: Chesapeake District.....	MMP	MEBA	SIU	USWA			
Pere Marquette District.....	MMP	GLLO	NMU	NMU			NMU
Erie-Lackawanna Ry.....	MMP	MEBA	SIU	TWU	ILA		
Grand Trunk Western RR.....	GLLO	MEBA	NMU	NMU			NMU
Norfolk & Western Ry.....	GLLO	MEBA	USWA	USWA	MEBA		
Penn Central Transportation Co.....	MMP	NMU	SIU	TWU	ILA	ILA	SIU
Reading Co.....	MMP	MEBA	NMU	NMU			
Western Maryland Ry.....						SIU	

<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 & Helpers.
BLE	Brotherhood of Locomotive Engineers.
BMW	Brotherhood of Maintenance of Way Employees.
BRAC	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express & Station Employees.
BRCA	Brotherhood Railway Carmen of United States and Canada.
BRS	Brotherhood of Railroad Signalmen.
BSCP	Brotherhood of Sleeping Car Porters.
HRE	Hotel & Restaurant Employees & Bartenders International Union.
IAM&AW	International Association of Machinists & Aerospace Workers.
IBEW	International Brotherhood of Electrical Workers.
IBFO	International Brotherhood of Firemen and Oilers.
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.
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 & Station Employees.
CWA	Communication Workers of America.
FEIA	Flight Engineers International Association.
IAM&AW	International Association of Machinists & Aerospace Workers.
IBT	International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of 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.
IUP	Inlandboatmen's Union of the Pacific.
MMP	International Organization of Masters, Mates, & 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.
USWA	United Steelworkers of America.

