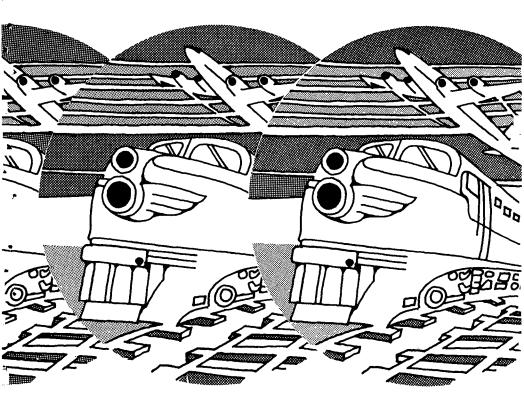
Forty-First Annual Report of the National Mediation Board

Including
The Report of the National
Railroad Adjustment Board



For The Fiscal Year Ended June 30, 1975



Forty-First

ANNUAL REPORT OF THE

NATIONAL MEDIATION BOARD

INCLUDING

THE REPORT OF THE NATIONAL RAILROAD ADJUSTMENT BOARD



For the Fiscal Year Ended June 30, 1975

U.S. GOVERNMENT PRINTING OFFICE WASHINGTON: 1975

NATIONAL MEDIATION BOARD

Fiscal Year Ended June 30, 1975

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KAY McMurray, Member

ROWLAND K. QUINN, Jr., Executive Secretary

E. B. MEREDITH, Staff Director/Mediation

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¹ Resigned April 26, 1975; Succeeded by William E. Fredenberger, Jr., employed on April 7, ¹ Resigned April 19, 1975 ² Resigned April 19, 1975 ³ Employed June 1, 1975 ⁴ Employed July 7, 1975

LETTER OF TRANSMITTAL

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

To the Senate and House of Representatives of the United States of

America in Congress assembled:

Pursuant to the provisions of Section 4, Second, of Public Law No. 442, 73rd Congress, approved June 21, 1934, I have the honor to submit the Forty-First Annual Report of the National Mediation Board for the fiscal year ended June 30, 1975, together with the annual report of the National Railroad Adjustment Board, as required by section 3, First (w), of the same Act.

George S. Ives, Chairman



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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, 1975. 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. Public Law 69–257.

¹ 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 part could process a "minor dispute" to the newly created adjustment board for final determination, without, as previously required, the necessity of securing the consent or concurrence of the other party to have the controversy decided by a special form of arbitration.²

The amended Act of 1934 retained the procedures in the 1926 Act for the handling of controversies between carriers and their employees growing out of proposals to make or change collective bargaining agreements concerning rates of pay, rules, or working conditions. The procedures outlined in the Act for handling this type of dispute are: Conferences by the parties on the individual properties in an effort to settle the dispute; mediation by the National Mediation Board; voluntary arbitration; and, in special cases, emergency board procedure. Public Law No. 73–442.

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 (Nation 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. Public Law No. 74–487.

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. Public Law No. 81–914.

Section 4, First of the Act, which deals with the composition of

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

the Board, was amended on August 31, 1964, to provide that members of the Mediation Board, who are appointed for three year terms expiring on July 1, shall continue to serve upon the expiration of the term of office until a successor is appointed and shall have qualified. Public Law No. 88–542.

On June 20, 1966, Section 3, Second of the Act, was amended, to provide for the establishment of special boards of adjustment upon 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.

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 some 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.

During the 41 years the National Mediation Board has been in existence, 186 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 par-

ties 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 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 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 settling 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 emotions." 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 systemwide 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 6 work stoppages occurring during fiscal year 1975 in industries covered by the Railway Labor Act. Five of these stoppages occurred in the airline industry, and one occurred in the railroad industry.

Work stoppages of short duration (less than 24 hours) or those involving a few employees which were settled without the inter-

vention 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-9485—Trans International Airlines and International Brotherhood of Teamsters (Flight Attendants)

A-9500—Trans International Airlines and International Brother-

hood of Teamsters (Flight Crewmembers)

This strike, which began on July 15, 1974, and ended on July 21, 1974, involved 500 Flight Attendants and 191 Flight Crewmem-

Negotiations took place over an eight-month period. The strike ended with an agreement reached in mediation resolving such key issues as duty-time limits, over-duty pay, trip limitations, per diem, wages, scheduling, severance pay, duration, and retroactiv-

A-9469—National Airlines, Inc. and International Association of

Machinists and Aerospace Workers

The major issues of this dispute concerned rates of pay, rules, and working conditions involving 1,600 Mechanical, Stores, and Related Employees.

The strike began on July 15, 1974, and idled 7,100 National Airline employees for 107 days. It ended on November 1, 1974,

when an agreement was reached between the parties.

A-9562—Saturn Airways and International Brotherhood of Teamsters (Flight Engineers)

A-9634—Saturn Airways and International Brotherhood of Teamsters (Flight Attendants)

A-9533—Saturn Airways and International Brotherhood of Teamsters (Flight Navigators)

A wildcat strike by Flight Engineers and Flight Attendants began on August 26, 1974, when the Carrier severed Flight Navigators from its service. The strike lasted two days ending on August 28, 1974, when the Carrier went to court and the court ordered the striking employees back to work.

The key issues of retroactivity, per diem, recall rights, severance pay, duty hours, and wages were resolved after five months of negotiations and mediation with an agreement reached in

mediation.

A-9511—Braniff International Airways and Air Line Pilots Association

During ten months of negotiations the parties failed to reach an agreement on amending their negotiated wage agreement. On September 21, 1974, the Carrier's 1,328 Pilot employees withdrew their services. Two days later the parties agreed to submit the issue of wages to a non-binding fact finding panel and the striking employees returned to work.

On November 6, 1974, the parties resolved their dispute by concluding an agreement reached in mediation. This mediation agreement obviated the need for utilizing the above-referred to

fact finding panel.

A-9600—Texas International Airlines and Air Line Employees
Association

The strike which began on December 1, 1974, and ended on April 4, 1975, lasting 125 days, involved 1,100 Clerical, Office, Fleet, and Passenger Service Employees.

Major issues involved were wages, cost-of-living provision, duty hours, use of part-time employees, vacations, insurance benefits,

retroactivity, and duration.

Negotiations and mediation took place over eight months. The strike ended with agreement reached in mediation between the parties.

A-9507—Penn Central Transportation Company and Local 1913,

International Longshoremen's Association

On January 6, 1975, a strike occurred by longshore employees of the Ashtabula, Ohio, Coal Dock Company. Local 1913, International Longshoremen's Association, representing the employees, and the Penn Central Transportation Company, the parent company, failed to resolve the remaining wage and fringe issues involved in renegotiating the Ashtabula Longshore Agreement.

During a lengthy contract renegotiation period prior to the strike, the carrier and the union, through the efforts of Board Mediators, succeeded in narrowing the range of disagreement over most issues involving negotiated fringe benefits. The central unresolved issue remained—wages. The union refused to be bound by the earlier arrived at national wage pattern which, in the view of the union, did not reflect the current increasing rate of inflation. On the other hand, the carrier insisted that considering the financial problems of the Penn Central, the national wage pattern was a just and equitable settlement. Furthermore, that carrier contended, to break the pattern in this case would be tantamount to encouraging labor instability among the carrier's collective bargaining relationship in general, and specifically, with respect to other previously negotiated longshore agreements involving the International Longshoremen's Association.

With the parties to the dispute "frozen" to their respective positions, the employees withdrew their services after rejecting the Board's proffer of arbitration under Section 5, First of the Rail-

way Labor Act.

The work stoppage consumed 85 days and was settled March 3. 1975, in direct conference between the parties. Although the strike impaired the customary operations of the Ashtabula Coal Dock Company, it did not materially affect interstate railroad services.

2. THREATENED STRIKES

Section 10 of the Railway Labor Act provides that if, in the judgment of the National Mediation Board, a dispute not settled by the mediation and arbitration procedures of the Act threatens substantially to deprive any section of the country of essential transportation service, the Board shall notify the President. who. in his discretion, may create a board to investigate and report respecting such dispute.

During the past fiscal year two emergency boards were created by Executive Order of the President after notification by the Board

pursuant to Section 10 of the Act.

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

No. 185 (E.O. 11783), issued May 21, 1974

No. 186 (E.O. 11852), issued April 16, 1975

National Railway Labor Conference and certain of its employees represented by the Sheet Metal Workers' International Association (AFL-CIO)

National Railway Labor Conference and certain of its employees represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Ex-press and Station Employees

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 Railway Labor Executive Association and Congress of Railway Unions Reunite

The two organizations of railroad unions—Congress of Railway Unions and the Railway Labor Executive Association—agreed on reunification effective April 1, 1975. The pact, announced jointly by the respective chairmen of the CRU and RLEA-UTU President Al H. Chesser and BRS President C. J. Chamberlain, ended a five year split in the ranks of rail labor.

Under the terms of the agreement the United Transportation Union, the Brotherhood of Maintenance of Way Employees, the Dining Car Council of the Hotel and Restaurant Employees and Bartenders International Union, the Transport Workers Union of American and the Seafarer's International Union will affiliate

with the RLEA. They had been in the CRU.

Other unions affiliated with the RLEA are: The American Railway Supervisors Association; American Train Dispatchers Association; Brotherhood of Locomotive Engineers; Brotherhood of Railroad Signalmen; Brotherhood Railway Carmen of the United States and Canada; Brotherhood of Sleeping Car Porters; International Association of Machinists and Aerospace Workers; International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers; International Brotherhood of Electrical Workers; International Brotherhood of Firemen and Oilers; International Organization of Masters, Mates, and Pilots; National Marine Engineers Beneficial Association; Railroad Yardmasters of America; and Sheet Metal Workers International Association.

The Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, which left the CRU prior to the reunification, did not join the RLEA.

The agreement to reunite means the RLEA is now composed of 19 unions representing more than 400,000 rail employees.

Availability of Information Freedom of Information Regulations Fed. Reg. Wednesday, February 19, 1975

Section 1208.2 of the Rules of the National Mediation Board has been amended to conform to the requirements of the Freedom of Information Act as amended by Public Law 93-502, 88 Stat. 1561.

Requests for National Mediation Board records must be in writing and mailed to the Executive Secretary of the National Mediation Board, Washington, D. C. 20572.

Requests for records of the National Railroad Adjustment Board must also be in writing and mailed to the Administrative Officer, National Railroad Adjustment Board, 220 South State Street, Chicago, Illinois 60604.

Each request must describe the records being sought in a manner sufficient enough to permit identification and location of the

records. Every reasonable effort shall be made by the Board to assist in the identification and location of the records sought.

The Executive Secretary will respond to each request, in writing, within ten days. The response will either grant or deny the

request in whole or in part.

A denial, complete or partial, may be appealed to the Chairman of the Board. Such appeals must be made within thirty (30) days of receipt of the denial. The Chairman of the Board then has twenty (20) days to act on the appeal.

The National Mediation Board at its office in Washington, D. C. will maintain, make available for public inspection and copying a current index of the materials available at the Board offices

which are required to be indexed by 5 U.S.C. 522(a) (2).

Availability of Information Notice of Proposed Rulemaking Fed. Reg. Monday, January 13, 1975

Section 1208.6 of the Rules of the National Mediation Board provides fee schedules for search and duplication of Board records which are available to the public pursuant to the Freedom of Information Act Amendments, Public Law 93–502, enacted November 21, 1974.

Unless waived in accordance with the provisions of Section 1208.6 the following fees shall be imposed for the reproduction

of any record.

1. Copying of records, Fifteen cents per copy of each page.

2. Copying of microfilm. Fifty cents per microfilm frame.

3. Clerical searches, \$1.25 for each one quarter hour spent by clerical personnel searching for and producing a requested record including time spent conving any record

record, including time spent copying any record.

4. Non-clerical searches, \$3.75 for each one quarter hour spent by professional or managerial personnel searching for and producing a requested record, including time spent copying any record.

5. Certification or authentication of records, \$1.00 per certifi-

cation or authentication.

6. Forwarding material to destination, Postage, insurance, and

special fees will be charges on an actual cost basis.

No charge shall be assessed for time spent in resolving legal or policy questions or in examining records for the purpose of deleting nondisclosable portions thereof or for time spent in monitoring an individual who examines documents at the Board's offices.

Payment shall be made by check or money order payable to "United States Treasury."

No fee shall be charged for disclosure of records pursuant to this part where:

1. The cost of providing the records is less than \$5.00.

2. The records are requested by a congressional committee or subcommittee, a Federal court, a Federal Department or Agency, or the General Accounting Office.

The Executive Secretary may waive payment of fees, in whole or in part, when he determines that the person making the request is indigent.

The Executive Secretary may reduce or waive payment of fees

in whole or in part when he determines that such reduction or waiver is in the public interest because furnishing the information can be considered as primarily benefiting the general public.

No fee shall be charged if a record requested is not found or for any record that is determined to be totally exempt from disclosure.

Court Decisions

None.

II. RECORDS 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 com-

monly 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 dis-

posed 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 4342 "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 1975 was 304. This is 42 more than was docketed in fiscal year 1974. This figure shows an increase of 49 mediation cases and a decrease of 7 representation cases. This figure also shows that the total of interpretation dispositions was 4 in fiscal year 1975 as compared to 4 in fiscal year 1974.

2. DISPOSITION OF CASES

Table 1, Appendix C, further indicates that a total of 298 cases were disposed of in fiscal year 1975. When this is compared to fiscal year 1974 in which 297 cases were disposed of there is noted an increase of one case. This table shows a decrease of 14 representation cases; 78 in fiscal year 1974 and 64 in fiscal year 1975. The total mediation cases disposed of in 1975 was 230 as compared to 215 in fiscal year 1974, this is an increase of 15 cases. The total of interpretation dispositions was 4 in fiscal year 1975 as compared to 4 in fiscal year 1974. In the 41-year period, the Board has disposed of 14, 172 cases.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

Table 3, Appendix C, shows that 8,536 employees were involved in 64 representation cases in fiscal year 1975. This number shows a decrease of 15,991 from the prior year. Railroad employees accounted for 608 of the total in 20 disputes. Airline disputes, totaling 44 in number, involved 7,928 employees.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 180, while airline employees were involved in 118. In the railroad industry, the greatest activity was among train, engine, and yard service employees with a total of 98 cases; 5 representation cases, 93 mediation cases, and 0 inter-

pretations of a mediation agreement case.

In the airline industry, the same table indicates that pilots were involved in 19 cases; 8 representation and 11 mediation. Clerical, office, fleet and passenger service employees were involved in 18 cases; 13 representation, 4 mediation, and 1 interpretation of a mediation agreement case. Mechanics and related employees were involved in 17 cases; 5 representation and 12 mediation cases. Flight attendants were involved in 10 cases; 2 representation, 7 mediation, and 1 interpretation of a mediation agreement case.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of in fiscal year 1975. Involved in a total of 64 disputes were 81 crafts or classes covering 8,536 employees. There were 20 railroad cases consisting of 24 crafts or classes numbering 608 or 7.1 percent of all employees involved in representation disputes.

In the airline industry there were 44 cases consisting of 57 crafts or classes covering 7,928 employees involved or 92.7 percent

of all employees involved in representation disputes.

4. RECORD OF MEDIATION CASES

As seen from table 1, Appendix C, mediation cases docketed during fiscal year 1975 totaled 232, which is an increase of 49 cases over fiscal year 1974. The total cases docketed and the number pending from the prior year made 491 which was considered by the Board. The Board disposed of 230 cases, leaving 261 cases

pending and unsettled at the end of the year.

Table 2, Appendix C summarizes mediation cases disposed of during fiscal year 1975 subdivided into method of disposition, class of carrier, and issues involved. Of the total 230 cases 160 were railroad while 70 were airline. Mediation agreements were obtained in 132 cases; 77 railroad and 55 airline. Cases withdrawn after mediation totaled 8; all in the railroad industry. There were no refusals to arbitrate by the carrier or the employees or both. An arbitration agreement was obtained in 1 case which was in the railroad industry. Cases withdrawn before mediation totaled 3; all in the railroad industry. The Board dismissed 86 cases; 71 railroad and 15 airline. Of the total of 160 cases in the railroad industry, Class I carriers were involved in 115 cases, Class II carriers in 15 cases, switching and terminal carriers in 15 cases, electric railroads in 2 cases, and miscellaneous carriers in 13 cases.

5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 4,358 employees actively participated in the outcome of 64 representation cases. Certifications were issued in 36 cases; 22 airline and 14 railroad. Of the 14 railroad cases 17 crafts or classes were involved among 339 employees of which 273 actively participated in the selection of the representative. Of the 22 airline cases 26 crafts or classes were involved among 4,067 employees of which 3,521 actively participated in the selection of the representative.

There were 7 certifications based on verification of authorization

cards issued in fiscal year 1975; 5 railroad and 2 airline.

The Board dismissed 28 cases; 6 railroad cases with 6 crafts or classes and 22 airline cases with 31 crafts or classes. The railroad cases involved 269 employees of which 10 actively participated and the airline cases involved 3,861 employees of which

554 actively participated.

Table 6 shows that 188 employees in 7 crafts or classes acquired representation for the first time by means of an election by a national organization in the railroad industry. There were 14 employees in five crafts or classes that acquired representation by means of a check of authorizations in the railroad industry. In the airline 302 employees in 16 crafts or classes acquired representation for the first time via an election by a national organization. In the airline industry 21 employees in 1 craft or class acquired representation for the first time via an election by a local

union. In the airline industry 292 employees in 3 crafts or classes acquired representation by proved authorizations. In the railroad industry a new representative was selected by 43 employees in 1 craft or class via an election by a national organization and 62 employees in 3 crafts or classes by proved authorizations. In the airline industry a new representative was selected by 199 employees in 4 crafts or classes via an election by a national organization.

In elections in the railroad industry 32 employees in 1 craft or class retained their same national organization following a challenge by another union. In elections in the airline industry 3,253 employees in 2 crafts or classes retained their same national organization following a challenge by another union.

III. MEDIATION DISPUTES

The Railway Labor Act is intended to provide an orderly procedure by which representatives of the carriers and employees will make and maintain agreements. Section 6 of the Act outlines in detail the guidelines which must be followed when either party desires to change an agreement affecting rates of pay, rules and working conditions. The first requirement is that a 30-day written notice of the intended change must be served upon the other party. Within 10 days after receipt of the notice of intended change, the parties shall agree upon the time and place for conference on the notice. This conference must be within the 30 days provided in the notice of intended change. Thus, in the first step, the parties are required to place on record, with advance notice, their intention to change the agreement between them. Arrangements must be made promptly for direct conferences between the parties on the subject covered by the notice in an effort to dispose of any dispute affecting rules, wages, and working conditions. It is at this level of direct negotiation that the majority of labor disputes are disposed of without the assistance of or intervention by an outside party. Chapter VI of this report indicates that during the past fiscal year, numerous revisions in agreements covering rates of pay, rules, and working conditions were made without the active assistance of the National Mediation Board.

In the event that settlement of the dispute is not reached in the first stage, Section 5, First, of the Act permits either party—carrier or labor organization—or both, to invoke the sevices 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 im-

portance 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

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 designed 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 servies of the Mediation Board have been requested by either party, or said Board has proffered its services, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon as required by Section 5 of this Act, by the Mediation Board, unless a period of ten days has elapsed after termination of conferences without request for or proffer of the services of the Mediation Board."

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

Section 5, First, permits the Board to proffer its services in case any labor emergency is found to exist at any time. Threatened labor emergencies created by the threats to use economic strength to settle issues in dispute without regard to the regular procedures of the Act handicap the Board in assigning a mediator in an orderly manner to handle docketed cases.

1. PROBLEMS IN MEDIATION

A voluntary agreement made by representatives of carriers and labor organizations with the assistance of the National Mediation Board indicates that the problems which separated the parties at the time the services of the Board were invoked have been resolved. A reappraisal of the situation which led to the dispute and

a critical examination of the factual situation under the guidance of a mediator has resulted in accommodation by the parties to each others problems. Experience has shown that such agreements made on voluntary basis during mediation create an atmosphere of mutual respect and understanding in the administration of the contract on a day-to-day basis.

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

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

Section 6 of the Railway Labor Act reads as follows:

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

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

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

It is clear then that disputes of this nature involve a problem as to whether the proposed change can be instituted without serving a notice of intended change in the agreement on the other party. This raises a question of application of the existing agreement to the pending proposal. Such a dispute is referable to an appropriate railroad or airline board of adjustment. On the other hand, if it is contended by the organization that the carrier has no right to make the proposed changes, and the carrier maintains that it is not restricted by the terms of the agreement from making the change, then the dispute pertains to the question of what the agreement requires and the dispute should be processed in accordance with Sections 3 or 204 of the Railway Labor Act for decision.

Another type of situation involves the case where an organization serves a proper Section 6 notice on the carrier proposing to restrict the right of the carrier to unilaterally act in a certain area. Handling of the proposal through various stages of the Railway Labor Act has not been completed when complaints will sometimes be made that the carrier is not observing the "status quo" provisions of Section 6 when it institutes an action which would be contrary to the agreement if the proposed Section 6 notice had at that time been accepted by both parties.³

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

³ See The Detroit and Toledo Shore Line R.R. Co. v. United Transportation Union, 396 U.S. 142 (1969).

should have been explored prior to invoking the services of the Board. Under such circumstances the parties do not have a thorough knowledge of the issues in controversy or the views of the other party. Frequent recesses of this nature do not permit a prompt disposition of the dispute as anticipated by the Act.

In other instances mediation proceeds for only a short time before it becomes apparent that the designated representative of one or both sides lacks the authority to negotiate the dispute to a conclusion. Mediation cannot proceed in an orderly fashion if the designated representative does not have the authority to finally decide issues as the dispute is handled.

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

reached through mediatory efforts.

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

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

IV. REPRESENTATION DISPUTES

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

Representatives, for the purposes of this Act, shall be designed 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 cocercion 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 evi-

dence 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 purposes 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. (Not less 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 designed and authorized representatives in such manner as shall insure the choice of representatives by the employees without interference, influence, or coercion exercised by the carrier.

§ 1202.5 Rules to govern elections.

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

§ 1202.6 Access to carrier records.

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

§ 1202.7 Who may participate in elections.

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

§ 1202.8 Hearings on craft or class.

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

§ 1203.2 Investigation of representation disputes.

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

§ 1206.1 Run-off elections.

- (a) If in an election among any craft or class no organization or individual receives a majority of the legal votes cast, or in the event of a tie, a second or run-off election shall be held 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 elec-

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

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

Ninth, of the Railway Labor Act.

§ 1206.3 Age of authorization cards.

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

§ 1206.4 Time limit on applications.

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

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

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

eligible voters participated in the election; or

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

class on the same carrier which has been formally docketed for investigation.

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

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

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

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

§ 1206.6 Eligibility of dismissed employees to vote.

Dismissed employees whose requests for reinstatement account of wrongful dismissal are pending before proper authorities, which include the National Railroad Adjustment Board or other appropriate adjustment board are eligible to participate in elections among the craft or class of employees in which they are employed at time of dismissal. This does not include dismissed employees whose guilt has been determined, and who are seeking reinstatement on a leniency basis.

§ 1206.7 Construction of this part.

The rules and regulations in this part shall be literally construed to effectuate the purposes and provisions of the Act.

§ 1206.8 Amendment or recission 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 is 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 and 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.

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

Summarized below are the arbitrations that have emanated from these National Agreements:

Arbitration Board No.	Carrier	Organization	Issue
314	Baltimore and Ohio Railroad	United Transportation Union	Switching Limits
315	Southern Pacific Transporta- tion Co. (Texas and Louisi- ana Lines)	Brotherhood of Locomotive Engineers	Interdivisional Service
316	Southern Pacific Transporta- tion Co. (Texas and Louisi- ana Lines)	United Transportation Union (C&T)	Interdivisional Service
317	The Chesapeake and Ohio Railway Company	Brotherhood of Locomotive Engineers	Switching Limits
318	The Chesapeake and Ohio Railway Company	United Transportation Union (E&T)	Switching Limits
319	The Central Railroad Com- pany of New Jersey	Brotherhood of Locomotive Engineers	Switching Limits
320	The Central Railroad Com- pany of New Jersey	United Transportation Union	Switching Limits
322	Soo Line Railroad Company	United Transportation Union	Interdivisional Service
323	St. Louis-San Francisco Rail- way Company	Brotherhood of Locomotive Engineers	Interdivisional Service
325	Denver and Rio Grande Western Railway Company	United Transportation Union	Interdivisional Service and Switching Lim
327	Lehigh Valley Railroad Com- pany	Brotherhood of Locomotive Engineers	Interdivisional Service

Arbitration Board No.	Carrier	Organization	Issue
328	Penn Central Transportation Company	United Transportation Union (T)	Switching Limits
329	Atchison, Topeka and Santa Fe Railway Company	United Transportation Union	Interdivisional Service
330	Penn Central Transportation Company	United Transportation Union (E)	Switching Limits
331	Denver and Rio Grande Western Railroad Company	United Transportation Union (C&E&T)	Interdivisional Service
332	Penn Central Transportation Company	United Transportation Union (C&E&T)	Switching Limits
334	Penn Central Transportation Company	United Transportation Union (C&E&T)	Switching Limits
336	orfolk and Western Railway Company (Proper)	United Transportation Union (C&T)	Interdivisional Service
337	Boston and Maine Corpora-	United Transportation	Switching Limits
338	Penn Central Transportation Company	Brotherhood of Locomotive Engineers	Switching Limits
339	Penn Central Transportation Company	United Transportation Union (E)	Switching Limits
340	Green Bay and Western Rail- road Company	United Transportation Union	Protection of Employees
342	Erie Lackawanna Railway Company	United Transportation Union (T)	Protection of Employees
343	Penn Central Transportation Company	United Transportation Union	Switching Limits
344	Penn Central Transportation Company	United Transportation Union	Switching Limits
346	Norfolk and Western Railway Company	United Transportation Union (E&C&T)	Interdivisional Service
347	Western Pacific Railroad	Brotherhood of Locomotive Engineers	Interdivisional Service
348	Reading Company	Brotherhood of Locomotive Engineers	Switching Limits
349	Lehigh Valley Railroad Com-	Brotherhood of Locomotive Engineers	Switching Limits
351	St. Louis-San Francisco Rail- way Company	United Transportation Union	Protection of Employees
352	Norfolk and Western Railway Company	United Transportation Union	Interdivisional Service

The Nation's railroads and the Brotherhood of Railroad Signalmen, also entered into a National Agreement, whereby certain disputes concerning the use of camp cars or other portable carrier-owned facilities which do not meet the standards of Arbitration Board No. 298 would be submitted to arbitration.

Arbitration Board No.	Carrier	Organization	Issue
335	Penn Central Transportation Company	Brotherhood of Railroad Signalmen	Camp Cars
341	Missouri-Kansas-Texas Rail- road Company	Brotherhood of Railroad Signalmen	Camp Cars

Summarized below are awards rendered during the fiscal year 1975 on dispute submitted to arbitration other than those listed above:

Arbitration Board No.	Carrier	Organization	Issue
350	Long Island Rail Road	Brotherhood of Railroad Signalmen	Technician Classification

The National Mediation Board was advised by the parties that they were able to resolve the dispute without arbitration.

ARB. 345 (Case No. A-9214)—The Long Island Rail Road and International Brotherhood of Firemen and Oilers

In accordance with an agreement of August 16, 1974, the above parties submitted the issue of "Should the Agreement between the parties dated September 22, 1970, be abrogated and if so, under what conditions, if any?" to Harold M. Weston, an arbitrator selected by the parties and duly appointed by the National Mediation Board.

The Union's position was that the agreement of September 22, 1970, was no longer necessary. That agreement concerned the use of Stationary Firemen when a Stationary Engineer was not available, since an Engineer's license was no longer necessary, there wasn't any need for the agreement.

The Award found no valid basis for abrogating the Agreement

in the absence of mutual consent of the parties.

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, 1975.

Emergency Board No. 185 (NMB Case No. A-9484)—National Railway Labor Conference and Sheet Metal Workers International Association

This Emergency Board was created by Executive Order 11783 on May 21, 1974, to forestall a strike by the Association against the Carrier Members of the National Railway Labor Conference (NRLC). Emergency Board 185 was composed of a three member panel consisting of Charles M. Rehmus of Ann Arbor, Michigan, Chairman; Clare B. McDermott of Pittsburgh, Pennsylvania, Member; and Alexander B. Porter of Washington, DC, Member.

Disputed issues included both so-called economic and non-economic issues. Economic issues centered on the Association's proposal for a 16 percent wage increase along with a proposal for a cost-of-living escalator clause. The NRLC offered the Association the same terms that it had previously negotiated with the other major railroad unions. Non-economic issues included, among other things, the Association's proposal to abrogate or, in the alternative, clarify the incidental work rule and the Association's proposal to revise and amend the emergency force reduction rule.

Economic Issues

The Board recommended that the established railroad pattern settlement be accepted by the Association. The pattern settlement provided for a 4 percent wage increase effective January 1, 1974, without a cost-of-living adjustment clause. The Board's recommendation considered the fact that the Carriers also agreed to assume the cost of employee Railroad Retirement System taxes above the Social Security level. The assumption of these taxes by the Carriers represents a saving to most railroad employees of approximately \$52.25 per month on and after January 1, 1974. In considering the Association's wage proposals the Board also considered the short duration of the agreement and the fact that the Association would participate in the next round of railroad bargaining which would begin within a short period of time.

The incidental work rule provides for out-of-craft work assignments when the work involves "the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piling, covers, shielding, and other appurtenances from or near the main work assignment in order to accomplish that assignment." The rule applies only to incidental work on rolling stock and therefore does not apply to work performed on facilities and structures. The Association alleged that the rule had been abused in inspection and preventive maintenance situations, that the Carriers had redefined a number of maintenance facilities as "running repair" locations in order to apply the rule, and that Carmen do not come under the Sheet Metal Workers' incidental work rule.

Emergency Board No. 181 in 1972 proposed a series of clarifications and changes in the controversial incidental work rule which were subsequently incorporated in the agreements between the Sheet Metal Workers and the Carriers.

In the present dispute the Board found little concrete evidence to support the Association's proposal to abrogate or clarify the incidental work rule. Where there were indications that the rule may have been abused by the Carriers the Board recommended that such disputes were properly subject to the procedure designed specifically to provide for the resolution of disputes stemming out of the interpretation or application of the incidental work rule.

The emergency force reduction rule applies when employees are temporarily furloughed because of emergent conditions as result of flood, storm, or labor dispute. The Board considered the Association's proposal to amend the rule to require that those employees temporarily furloughed be restored to active service upon termination of the "emergency." The Board concluded that a rule of reason must apply to such situations but where there is a failure to return employees to work contrary to normal expectations the burden of justification rests with the carrier to explain its position. The Board recommended that a failure to do so would support an employee's claim that the rule had been violated.

Emergency Board No. 186 (NMB Case No. A-9696)—National Railway-Labor Conference and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.

Emergency Board No. 186 was created by Executive Order 11852 issued by President Ford on April 16, 1975, and consisted of Alexander B. Porter of Washington, D. C., Chairman; James M. Harkless of Washington, D. C., Member; and Reverend Francis X. Quinn, S.J. of Philadelphia, Pennsylvania, Member.

This Board was formed to investigate a dispute concerning wages, a cost-of-living provision; and improved health and welfare benefits. The issues of wages and cost of living were the overriding issues in view of unprecedented inflation affecting the economy.

The Board recommended that the wage and cost-of-living provisions should fall within the pattern created by the settlement previously accepted by seven other rail unions. These recom-

mendations were a 5% increase for October 1, 1975, (converted to a flat 31ϕ per hour based on the BRAC average hourly rate) and a 4% wage increase, scheduled for July 1, 1975, which would be advanced in return for lower entry wage rates proposed by the Union.

The Board also recommended that, as in the other settlements, medical benefits remain the same and a dental plan be initiated in 1976.

The Board rejected BRAC's request for job protection after one year of service and instead recommended the establishment of a job stabilization and retraining policy committee. Regarding the extension of the scope of BRAC's contracts to presently uncovered employees, a goal on a national basis of converting 10% of the present fully or partially excepted positions to covered status within 90 days after signing an agreement. Negotiations on these conversions would be conducted at the local level.

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-one year period of 1935–75. During the last fiscal year, there were four initial agreements, two in the railroad industry and two in the airline industry. A total of 7,186 agreement are on file in the Board's offices. Of this number 986 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 particularly good position to assist the parties in determining "the meaning or application" of an agreement. However, this obligation was a narrow one in the sense that the Board shall interpret the "meaning" of agreements. In other words, the duty was to determine the intent of the agreement in a general way. This is particularly apparent when the language is compared to that in Section 3, First (i). In that section the National Railroad Adjustment Board is authorized to handle disputes growing out of grievances or out of the interpretation or application of agreements, whether made in mediation or not. This section has a different concept of what parties may be concerned in the dispute. That section is concerned with disputes between an employee or group of employees, and a carrier or group of carriers. In Section 5, Second, the parties to the controversy are limited to the parties making the mediation agreement. Further, making an interpretation as to the meaning of an agreement is distinguishable from making a final and binding award in a dispute over a grievance or over an interpretation or application of an agreement. The two provisions are complementary and in no way overlapping or inconsistent. Section 5, Second, in a real sense, is but an extension of the Board's mediatory duties with the added duty to make a determination of issues in proper cases.

During the fiscal year 1975, 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 136 cases under the provisions of Section 5, Second, of the Railway Labor Act, as compared to a total of 6,394 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 man-

agement.

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 be-

tween 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 41-year existence the Adjustment Board has received 74,220 cases and disposed of 72,819. Table 9 of this report shows that 1,033 were disposed of in fiscal year 1975—860 by decision with referee, 6 by decision without referee, and 167 by withdrawal. In fiscal year 1975, 917 new cases were received as compared with 766 received during fiscal year 1974.

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 rail-road 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 19 new special boards of adjustment created during this period. A total of 33 boards convened. These boards had disposed of 1,071 cases as of June 30, 1975. This figure compares with 1,226 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 181 new public law boards were established and 324 convened. Of the boards convened, 15 involved procedural issues and 309 boards dealt solely with the merits of specific grievances. Public law boards disposed of 5,404 cases in fiscal year 1975. Of this number, 3,769 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 ar-

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

VIII. ORGANIZATION AND FINANCES OF THE NATIONAL MEDIATION BOARD

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 of the same political party. 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 Francis J. Dooley Robert J. Finnegan Edward F. Hampton Thomas B. Ingles

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

Name	Appointed	Terminations 5 4 1
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, 1936	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		Resigned Mar. 1, 1950.
Francis A. O'Neill, Jr	Apr. 1, 1947	Resigned April 30, 1971.
John Thad Scott, Jr		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		Resigned May 31, 1969.
Peter C. Benedict	Aug. 9, 1971	Deceased April 12, 1972.
Georges S. Ives		Term expires July 1, 1978.
David H. Stowe		Term expires July 1, 1976.
Kay McMurray	Oct. 5, 1972	Term expires July 1, 1977.

Financial Statement for the Annual Report for Fiscal Year 1975

For the fiscal year 1975, the Congress appropriated \$3,236,000

for the administration of the Railway Labor Act.
Obligations and expenses incurred for the various activities of the Board were as follows: mediation, \$1,314,450; voluntary arbitration and emergency disputes, \$23,186; adjustment of railroad grievances, \$1,774,770.

Accounting of all moneys appropriated by Congress for the fiscal year 1975, pursuant to the authority conferred by the Railway Labor Act approved May 20, 1926 (amended June 21, 1934):

Expenses and obligations:

Personnel services	\$2,354,395
Personnel benefits	148,264
Travel and transportation of persons	260,105
Transportation of things	
Rent, communications and utilities	
Printing	16,555
Other services	54,439
Supplies and materials	17,426
Equipment	
Unobligated balance	123,594
Total available	\$3,236,000

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

NAYLOR, G. L., Chairman HARPER, H. G., 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

E. T. HORSLEY, Chairman W. B. JONES, Chairman

	r. r. Kiordan, vice Chairman	
W. F. EUKER	•	J. R. LANGE,3
M. W. FITZPATRICK		D. A. MILLER
Q. C. GABRIEL		A. E. Myles
W. A. Hirst		F. P. RIORDAN

A. W. PAULOS, Executive Secretary

JURISDICTION

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

OPERATIONS

The tables attached set out results of operation of the Division during fiscal year 1974-1975.

Cases docketed fiscal year 1974-1975; classified according to carrier party to submission

	lumber		N
	tumoer f Cases		Number of Cases
	ocketed	Name of Carrier	Docketed
Atchison, Topeka and Santa		Penn Central Transportation	1
Fe Railway Company	1	Company	
Burlington Northern, Inc	11	St. Louis-Šan Francisco Rail	_
Chesapeake and Ohio Railway		way Company	. 1
Company	4	St. Louis Southwestern	
Chicago and Eastern Illinois		Seaboard Coast Line Railroad	
Railroad Company	2	Company	. 52
Chicago, Rock Island and		Southern Railway Company	
Pacific Railroad Company	1	Washington Terminal Rail	
Colorado and Southern Rail-		road Company	
way Company	1	Winston-Salem Southbound	
Fruit Growers Express	1	Railroad Company	. 1
Grand Trunk Western	9	Union Pacific Railroad Com	-
Indiana Harbor Belt Railroad		pany	
Company	1	Union Railroad (Pittsburgh)) 2
Norfolk and Portsmouth Belt		,	
Railway Company	1	Total	. 97

Retired December 31, 1974
 Replaced Mr. Horsley as Chairman, and as substitute for Mr. Lange.
 Replaced Mr. Horsley as Member

Cases docketed fiscal year 1974-1975; classified according to organization party to submission

Name of Organization	Number of Cases Docketed	Name of Organization	Number of Cases Docketed
United Transportation Union Trainmen	_ 3	Railway Employees ment Individual	1
		Total	97

Neutrals appointed to First Division, National Railroad Adjustment Board, fiscal year 1975

Name	Residence		Date of appointment		
Nicholas H. Zumas	Boston, MA Washington, DC Oklahoma City, OK Chicago, IL Washington, DC Chicago, IL	Sep	24, 1	974	
Preston J. Moore		Oct	30, 1	974	
David Dolnick		Oct	31, 1	974	
Nicholas H. Zumas		Feb	13, 1	975	

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

MEMBERSHIP

G. M. YOUHN, Chairman	E. J. McDermott, Vice Chairman
C. H. HERRINGTON ¹	D. S. Anderson
W. B. Jones	M. J. Cullen ³
R. C. KNIEWEL ²	G. R. DeHague
W. F. SNELL, JR.	W. O. HEARN
	T

A. W. PAULOS, Executive Secretary

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.

¹ Mr. C. H. Herrington replaced Mr. A. D. Dula 11-26-74. ² Mr. R. C. Kniewel replaced Mr. J. F. Stanton 11-16-74. ³ Mr. M. J. Cullen replaced Mr. E. J. Haesaert 6-1-75.

Carriers party to cases docketed

Carriers	party to	cases docketed	
Atchison, Topeka & Santa Fe Railway Co. Baltimore & Ohio Railroad Co. Belt Railway Company of Chicago Burlington Northern Inc. Chesapeake & Ohio Railway Company Chicago & Illinois Midland Rwy Co. Chicago & North Western Transportation Co. Chicago, Milwaukee, St. Paul & Pacific RR Co. Clinchfield Railroad Co. Duluth, Winnipeg & Pacific Railway Co. Houston Belt & Terminal Railway Co. Illinois Central Gulf Railroad Co. Kansas City Southern Rwy Co. Lake Terminal RR Co. Lehigh Valley RR Co. Long Island Railroad Co. Louisville & Nashville Rail- road Co.	4 11 2 35 4 1 11 3 1 1 3 6 2 2 4 10	Missouri-Kansas-Texas Rwy Co. Missouri Pacific Railroad Co. New Orleans Public Belt RR Co. Norfolk & Western Rwy Co. Pacific Fruit Express Co. Patapsco & Back Rivers RR Co. Penn Central Transportation Co. REA Express, Inc. Reading Company St. Louis Southwestern Rwy Co. Seaboard Coast Line Railroad Soo Line Railroad Co. Southern Pacific Transportation Co. (PL) Southern Pacific Transportation Co. (T&L) Southern Railway Co. Staten Island Rapid Transit Operating Authority Texas & Pacific Rwy Co. Toledo, Peoria & Western Rwy Co. Washington Terminal Co. Western Pacific RR Co.	2 14 1 10 1 1 5 2 1 7 5 1 9 2 9 2 7
		Total	193
Organizations,	etc., pa	rty to cases docketed	
Brotherhood Rail Carmen of America International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers International Brotherhood of Electrical Workers International Association of Machinists	80 1 26 49	International Brotherhood of Firemen, Oilers, Helpers Roundhouse and Railway Shop Laborers Sheet Metal Workers' International Association Individually Submitted Cases, etc. United Steelworkers of America Total	12 12 11 2 193
		Iuai	100

Neutrals appointed to Second Division, National Railroad Adjustment Board, fiscal year 1975

Name	Residence		Date of pointment
Louis Yagoda	New Rochelle, NY	Jul	9, 1974
Robert M. O'Brien	Boston, MA	Oct	1, 1974
C Robert Roadley	Montross, VA	Oct	2, 1974
do.	do.	Oct	18, 1974
Dana E. Eischen	Liverpool, NY	Dec	6, 1974
Nicholas H. Zumas	Washington, DC	Dec	9, 1974
do.	do.	Jan	15. 1975
David P. Twomey	Squantum, MA	Feb	7. 1975
	Boston, MA	Feb	19, 1975
Harold M. Weston	New York, NY	Apr	18, 1975
	Stamford, CT		
Dana E. Eischen	Liverpool, NY	Jun	19, 1975

¹ Neutral Resigned ² Vice, C. Robert Roadley, Resigned

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Illinois 60604

MEMBERSHIP

P. C. Carter, Chairman

H. G. Harper, Vice Chairman

W. W. Altus, Jr.

H. F. M. Braidwood

C. M. Crawford

J. C. Fletcher

J. S. Godfrey

G. L. Naylor

R. G. Richter

R. W. Smith

Gerald Toppen

Gerald Toppen

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.

J. S. Godfrey replaced C. M. Crawford on November 26, 1974.
 Gerald Toppen replaced J. C. Fletcher on June 2, 1975.

Carriers party to cases docketed

Akron, Canton and Youngs-		Kentucky and Indiana Ter-	_
town	1	minal	2
Alton and Southern	2	Lake Superior Terminal & Transfer Ry. Co.	1
Atchison, Topeka and Santa	18	Lake Terminal Railroad Co.	1
FeBaltimore and Ohio	11	Lehigh and Hudson River	-
Bangor and Aroostock RR Co.	1	Railway Co.	2
Belt Railway of Chicago	$\overline{4}$	Lehigh Valley	2 3
Bessemer and Lake Erie	1	Long Island Rail Road Co	13
Boston and Maine Corp.	1	Louisville and Nashville	8
Burlington Northern Inc.	43	Missouri-Kansas-Texas	1
Butte, Anaconda & Pacific	1	Missouri Pacific	26
Camas Prairie	2	Norfolk and Western	24
Cedar Rapids & Iowa City RR	1	Northwestern Pacific	$\frac{2}{7}$
Central of Georgia RR	1	Pacific Fruit Express	4
Central RR Co. of New Jersey	$\frac{1}{10}$	Penn Central Transportation	50
Chesapeake and Ohio	2	Co. Portland Terminal	1
Chicago and Illinois Midland Chicago and North Western	4	Port Terminal R.R. Ass'n.	i
Transportation Co.	44	Reading	ī
Chicago, Milwaukee, St. Paul	2.2	REA Express Inc.	$4\overline{9}$
and Pacific	9	St. Louis-San Francisco	6
Chicago, Rock Island and Pa-		St. Louis-Southwestern	2
cific	2	Sand Springs Railway Co	1
Cincinnati Union Terminal	1	Seaboard Coast Line	13
Delaware and Hudson	1	Soo Line	2
Denver and Rio Grande West-	_	Southern Freight Tariff Bu-	
ern	2	reau	4
Detroit, Toledo Shore Line	6	Southern Pacific (Pacific	16
Duluth, Missabe and Iron	4	Lines) Southern Pacific (Texas &	10
Range	$egin{array}{c} 1 \\ 1 \end{array}$	Louisiana Lines)	3
Duluth, Winnipeg and Pacific Elgin, Joliet and Eastern	6	Southern Railway	12
Erie Lackawanna	5	Staten Island Rapid Transit	
Fort Worth and Denver	ĭ	Oper. Authority	2
Galveston, Houston and Hen-	-	Terminal RR Ass'n. of St.	
derson RR Co.	1	Louis	4
Grand Trunk Western	2	Texas and Pacific	10
Houston, Belt & Terminal	3	Union Pacific	2
Illinois Central Gulf	1	Valdosta Southern RR	1
Indiana Harbor Belt	2	Washington Terminal	1
Jacksonville Terminal	1	Western Maryland	2
Joint Texas Div. of Chicago,		Western Maryland Ware-	9
Rock Island and Pacific & Ft. Worth & Denver Ry		house Company	$\frac{2}{3}$
Co	1	Western Weighing & Inspec-	•
Kansas City Southern	i	tion Bureau	1
Kansas City Terminal	5	tion Barowa IIIIIIII	
Transas Oroj Toriniar	Ū	Total	475
	on party	to cases docketed	
American Train Dispatchers Association Brotherhood of Maintenance	18	Joint Council—Dining Car Employees	1
of Way Employees	81	Total Organizations	450
Brotherhood of Railroad Sig-			
nalmen	92		
Brotherhood of Railway, Air-		Miscellaneous Class of Em-	
line and Steamship Clerks,		ployees	25
Freight Handlers, Express	050	Taka I	475
and Station Employees	258	Total	# 19

Neutrals appointed to Third Division, National Railroad Adjustment Board, fiscal year 1975

Name	Name Residence						
Irwin M. Lieberman	Stamford, CT Liverpool, NY	Jul 19, 1974					
William M. Edgett	Baltimore, MD Tulsa, OK	Aug 30, 1974					
Joseph A. Sickles	Rockville, MD Stamford, CT	Nov 26, 1974 Dec 11, 1974					
Francis X. Quinn William M. Edgett	Philadelphia, PA	Feb 6, 1975 Mar 5, 1975					
Dana E. Eischen Louis Norris	Liverpool, NY New York, NY	Apr 3, 1975 Jun 6, 1975					
Joseph A. Sickles	Rockville, MD	Jun 13, 1975					

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Illinois 60604

MEMBERSHIP

W. F. EUKER, Chairman MISS C. V. KRASSOW, Vice Chairwoman

F. FERLIN ⁴ C. V. KRASSON R. F. O'LEARY H. E. Crow 1 C. M. CRAWFORD 2 A. D. Dula ³

A. W. PAULOS, Executive Secretary

JURISDICTION

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

Carriers party to cases docketed

	nber of ases		nber of ases
Erie-Lackawanna Railway Company Fairport, Painesville & East- ern Railway Company Grand Trunk Western Rail- road Company Houston Belt & Terminal Railroad Company	4 1 3	tion Company T&L Southern Railroad Union Belt of Detroit Union Pacific Railroad Company Union Stockyards of San Antonio Washington Terminal	$ \begin{array}{c} 1 \\ 3 \\ 4 \end{array} $ 1 $ \begin{array}{c} 1 \\ 4 \\ \hline 152 \end{array} $
		Total	192

W. B. Jones, substitute for Mr. Crow
 G. L. Naylor, substitute for Mr. Dula
 W. F. Euker, substitute for Mr. Crawford
 Replaced Mr. Tipton, effective October 11, 1974

Organizations-employees party to cases docketed

Number of Cases	Number of Cases
American Railway Supervisors Association 21 Amalgamated Meat Cutters 1 BRAC (RP&SOS) 7 Individual 4 National Maritime Union of America 1	Railroad Yardmasters of America 110
America	Total 152

Neutrals appionted to Fourth Division, National Railroad Adjustment Board, fiscal year 1975

Name	Residence	Date of appointment
Dana E. Eischen Frederick R. Blackwell Irwin M. Lieberman Dana E. Eischen	New York, NY Liverpool, NY Washington, DC Stamford, CT Liverpool, NY Liverpool, NY Liverpool, NY	Aug 26, 1974 Sep 25, 1974 Nov 29, 1974 Dec 26, 1974 Jan 16, 1975 Feb 19, 1975 Mar 11, 1975 Apr 18, 1975 Jun 4, 1975

APPENDIX B

1. Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1975

Name	Residence	Date Appoin		t	Public Law Board No.	Parties
Preston J. Moore 2Robert M. O'Brien 2	New Rochelle, NY Oklahoma City, OK Boston, MA North Truro, MA	September November	16, 1 13, 1	1974 1974 ³	935 1005	Bessemer and Lake Erie RR Co. and United Transportation Union (T) Chesapeake and Ohio Rwy. Co. and United Transportation Union Boston and Maine Corp. and United Transportation Union (T) Maine Central-Portland Terminal Co. and Brotherhood of Locomotive
Preston J. Moore 2	Oklahoma City, OK	September	16, 1	1974 •	1073	Engineers Texas Pacific-Missouri Pacific Terminal RR. of New Orleans and International Brotherhood of Teamsters, General Truck Drivers, Chauffeurs, Warehousemen and Helpers
Robert O. Boyd 2	Washington, DC	October	29,	1974	1148	Warehousemen and Helpers Butte, Anaconda and Pacific Rwy. Co. and United Transportation Union (T)
	Oklahoma City, OK			1974 1974 •	1164 1202	Illinois Central Gulf RR and United Transportation Union Chicago and Northwestern Transportation Co. and United Transportation Union (E)
Nicholas H. Zumas ² Jacob Seidenberg ² Jacob Seidenberg ² Robert M. O'Brien ² David H. Brown ² John F. Sembower ²	Chicago, IL	January November July July August October	13, 1, 2, 18, 12, 2,	1974 ⁴ 1975 ⁵ 1974 ³ 1974 1974 1974 ⁴ 1974	1261 1266	Burlington Northern Inc. and United Transportation Union (S) Southern Rwy. System and Brotherhood of Locomotive Engineers Southern Rwy. System and United Transportation Union (E) Penn Central Transportation Co. and United Transportation Union (E) Monongahela Connecting RR. Co. and United Transportation Union Soo Line RR. Co. and United Transportation Union (E) Illinois Terminal RR. Co. and United Transportation Union Newburgh and South Shore Rwy. Co. and United Transportation Union (E)
Robert M. O'Brien 2 Irving T. Bergman 2	Boston, MACedarhurst, NY	April September		1975 1974	1308 1317 1325	Cuyahoga Valley Rwy. Co. and United Steelworkers of America Buffalo Creek RR. Co. and United Transportation Union REA Express and Brotherhood of Railway, Airline and Steamship Clerks,
David H. Brown 2	New York, NYSherman, TXGrosse Pointe Farms, MI	February		1974 1975 ³ 1974	1326 1338	Freight Handlers, Express and Station Employes Clinchfield RR. Co. and United Transportation Union Canadian National Rwy. Co., Great Lakes Region, Lines in US and United Transportation Union
	Chicago, ILFort Worth, TX		13, 3,	1974 1974	1354 1358	Union Pacific RR. Co. and United Transportation Union Louisville and Nashville RR. Co. and United Transportation Union (T&C)
Joseph A. Sickles 2	Rockville, MD	October	31,	1974	1360	Houston Belt and Terminal Rwy. Co. and United Transportation Union (T)
Robert O. Boyd ² Preston J. Moore ²	Washington, DCOklahoma City, OK	August July	12, 19,	1974 1974	1365 1368	Union Pacific RR. Co. and United Transportation Union (C) Colorado and Wyoming Rwy. Co. and Brotherhood of Maintenance of Wav Employes
David H. Brown 2 David Dolnick 2	Sherman, TXChicago, IL	July August		1974 1974	1370 1374	Way Employes Way Employes Burlington Northern Inc. and United Transportation Union (E) Union Pacific RR. 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 1975—Continued

Name	Residence	Date Appoin			Public Law Board No.	Parties
Nicholas H. Zumas 1	Washington, DC	December	5,	1974	1375	St. Louis-Southwestern Rwy. Co. and Brotherhood of Maintenance of
Joseph A. Sickles 2	Rockville, MD	September	9,	1974	1376	Way Employes Penn Central Transportation Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station
David L. Kabaker 2	Cleveland, OH	August	30,	1974	1377	Employees Norfolk and Western Rwy. Co. and United Transportation Union (T.C.E)
Paul C. Dugan 2	Kansas City, MO	October	21.	1974	1379	Manufacturers Rwy. Co. and United Transportation Union
Paul D. Hanlon 2	Portland, OR	July		1974	1380	Seaboard Coast Line RR. Co. and Brotherhood of Locomotive Engineers
Arthur W. Sempliner 2	Grosse Pointe Farms, MI	August	2,	1974	1382	Duluth, Winnipeg and Pacific Rwy. Co. and United Transportation Union
Frank J. Dugan 2	Potomac, MD	July	18.	1974	1383	The Belt Rwy. Co. of Chicago and United Transportation Union
	Washington, DC	-	12,	1974	1384	The Kansas City Southern Rwy. Co. and Brotherhood of Locomotive Engineers
David Dolnick 1	Chicago, IL	August	30,	1974	1385	Lehigh Valley RR. Co. and Brotherhood of Locomotive Engineers
Irving T. Bergman 2	Cedarhurst, NY	July		1974	1386	Norfolk and Western Rwy. Co. and United Transportation Union
Irving T. Bergman 2	Cedarhurst, NY			1974	1387	Port Authority Trans-Hudson Corp. and United Transportation Union
	Sherman, TX	July	18,	1974	1388	Newburgh and South Shore Rwy. Co. and United Transportation Union (E)
Thomas L. Hayes 2	Burlington, VT	July	30,	1974	1389	Central Vermont Rwy., Inc., and United Transportation Union
Gene T. Ritter 2	Ardmore, OK	August	13,	1974	1391	Atchison, Topeka and Santa Fe Rwy. Co. and United Transportation Union (C&T)
Dana Eischen 2	Liverpool, NY	August	21,	1974	1392	Lehigh Valley RR. Co. and United Transportation Union (E)
William H. Coburn 2	Washington, DC	September	17,	1974	1393	Burlington Northern Inc. and Brotherhood of Railway, Airline and
m 14 1 7 1						Steamship Clerks, Freight Handlers, Express and Station Employes
	Colorado Springs, CO	_	13,	1974	1394	Denver and Rio Grande Western RR Co. and United Transportation Union (S)
	Washington, DC		13,	1975	1394	Denver and Rio Grande Western RR. Co. and United Transportation Union (S)
Preston J. Moore 1	Oklahoma City, OK	August	19,	1974	1395	Norfolk and Western Rwy. Co. and United Transportation Union (T)
Irving T. Bergman 2	Cedarhurst, NY	December	18,	1974	1396	Erie Lackawanna Rwy. Co. and United Transportation Union
Burl E. Hays 2	Oklahoma City, OK	September			1397	Louisville and Nashville RR. Co. and United Transportation Union
irwin M. Lieberman	Stamford, CT	August	z,	1974	1398	Elgin, Joliet and Eastern Rwy. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Em- ployes
Byron R. Abernethy 2	Lubbock, TX	September	26.	1974	1399	Cuyahoga Valley Rwy, Co. and United Transportation Union (T)
David H. Brown 2	Sherman, TX	August	12,	1974	1400	Soo Line RR. Co. and United Transportation Union (T-C)
David H. Brown 1	Sherman, TX	August		1974	1401	Burlington Northern Inc. and United Transportation Union (C)
Harold M. Gilden 1	Chicago, IL	August	30,	1974	1402	Green Bay and Western RR. Co. and United Transportation Union (T)
Preston J. Moore 2	Oklahoma City, OK				1402	Green Bay and Western RR. Co. and United Transportation Union (T)
	Oklahoma City, OK	April		1974	1403	Duluth, Winnipeg and Pacific Rwy. Co. and United Transportation Union (E)
Preston J. Moore 2	Oklahoma City, OK	September	16,	1974	1404	Atchinson, Topeka and Santa Fe Rwy. Co. and United Transportation (\mathbf{E})

	Grosse Pointe Farms, MI Atlanta, GA			1974 1975	1405 1406	Lehigh Valley RR. Co. and Brotherhood of Locomotive Engineers Norfolk and Portsmouth Belt Line RR. Co. and United Transportation Union (T)
David H. Brown 2	Sherman, TX	August	26,	1974	1407	Newburgh and South Shore Rwy. Co. and United Transportation Union (T)
Francis X. Quinn 2	Philadelphia, PA	September	17,	1974	1408	Pennsylvania-Reading Seashore Lines and United Transportation Union
William M. Edgett 1	Baltimore, MD	October	23,	1974	1409	Illinois Central Gulf RR. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
William M. Edgett 2	Baltimore, MD	December	11,	1974	1409	Illinois Central Gulf RR. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
Martin I. Rose 2	New York, NY	August	30,	1974	1410	Youngstown and Northern RR. Co. and United Transportation Union (T&E)
Harold M. Weston 2	New York, NY	September	4.	1974	1411	Norfolk and Western Rwy, Co. and Brotherhood of Locomotive Engineers
	Montross, VA				1412	Central of Georgia RR. Co. and Brotherhood of Locomotive Engineers
	Boston, MA				1413	Portland Terminal RR. Co. and United Transportation Union (S)
Harold M. Weston 2	New York, NY	September	17,	1974	1414	Chicago and North Western Transportation Co. and United Transportation Union (T)
David L. Kabaker 1	Cleveland, OH	September	19,	1974	1415	Detroit and Toledo Shore Line RR. Co. and United Transportation Union
P M Williams 2	Oklahoma City, OK	June	26.	1975	1415	
William M Edgett 2	Baltimore, MD	October		1974	1416	Baltimore and Ohio RR. Co. and United Transportation Union (T&C)
Tedford Schoonover 2	Colorado Springs, CO	October		1974	1417	Louisville and Nashville RR. Co. and United Transportation Union
	San Francisco, CA			1974	1418	Burlington Northern Inc. and United Transportation Union
	Oklahoma City, OK.			1975		Akron, Canton and Youngstown RR. Co. and United Transportation Union (T)
Paul D. Hanlon 2	Portland, OR	September	20,	1974	1420	Southern Pacific Transportation Co. (T&L Lines) and United Transportation Union (S)
David H. Brown 2	Sherman, TX	January	21,	1975³	1420	Southern Pacific Transportation Co. (T&L Lines) and United Transportation Union (S)
Robert M. O'Brien 2	Boston, MA	October	1,	1974	1421	Boston and Maine Corp. and Brotherhood of Railway Carmen of the United States and Canada
Robert M. O'Brien 2	Boston, MA	October	9,	1974	1422	Penn Central Transportation Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees
H. Raymond Cluster 2	North Trure, MA	October	2,	1974	1423	Chicago, Rock Island and Pacific RR. Co. and United Transportation Union (E)
Carroll R. Daugherty 2	LaJolla, CA	October	9.	1974	1424	Western Pacific RR. Co. and American Train Dispatchers Association
Robert M. O'Brien 2	Boston, MA	October		1974	1425	
Stanley Ruttenberg 2	Washington, DC	October	8.	1974	1426	Long Island Rail Road and United Transportation Union
Irwin M. Lieberman 2	Stamford, CT	November	6.	19743	1426	Long Island Rail Road and United Transportation Union
Louis Yagoda 2	New Rochelle, NY	October		1974	1427	
Louis Yagoda 2	New Rochelle, NY	January	21.	1974	1428	Norfolk and Western Rwy. Co. and United Transportation Union
Frank J. Dugan 2	Potomac, MD	December	20.	1974	1429	Louisville and Nashville RR, Co. and United Transportation Union (T)
Arthur T. Van Wart 2	Atlanta, GA	March		1975	1430	
	New York, NY			1974		Union (E) Atchison, Topeka and Santa Fe Rwy, Co, and Brotherhood of Locomotive
	2011 101B; 112	October	11,	1014	1491	Engineers

See footnotes at end of table.

1. Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1975—Continued

Name	Residence	Dat Appoi	e of ntme	nt	Public Law Board No.	Parties
Daniel House 2	New York, NY	November	1,	1974	1432	National Railroad Passsenger Corp and Allied Services Division, Brother- hood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
Preston J. Moore 2 Preston J. Moore 2	Potomac, MDOklahoma City, OKOklahoma City, OK Kansas City, MO	October February	28, 26,		1434 1435 1436 1437	Canton RR. Co. and United Transportation Union Chesapeake and Ohio Railway Co. and United Transportation Union Union Pacific RR. Co. and Brotherhood of Locomotive Engineers Kansas City Southern Rwy. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
Irwin M. Lieberman 2 David H. Brown 2	Chicago, ILStamford, CTSherman, TXNew York, NY	April February	22, 6,	1974 1975 1975 1974	1438 1439 1440 1441	Bangor and Aroostook RR. Co. and United Transportation Union Burlington Northern Inc. and Brotherhood of Railroad Signalmen Burlington Northern Inc. and United Transportation Union (T) Houston Belt and Terminal Rwy. Co. and Brotherhood of Locomotive
H. Raymond Cluster 2	North Truro, MAFalls Church, VA	November	26,		1442 1443	Engineers Penn Central Transportation Co. and Brotherhood of Railroad Signalmen Atchison, Topeka and Santa Fe Rwy. Co. and Railroad Yardmasters of America
	Portland, OR Washington, DC			1974 1974	1444 1445	Union Pacific RR. Co. and United Transportation Union (T) Penn Central Transportation Co. and American Train Dispatchers Association
Gene T. Ritter 2	Washington, DCArdmore, OK Fort Worth, TX	December	18.	1974	1446 1447 1448	Belt Rwy. Co. of Chicago and United Transportation Union Louisville and Nashville RR. Co. and United Transportation Union Penn Central Transportation Co. and Brotherhood of Locomotive Engineers
Louis Yagoda 2	Atlanta, GA New Rochelle, NY Fort Worth, TX	February	11.	1975	1449 1450 1451	Delaware and Hudson Rwy. Co. and United Transportation Union (T) Bessemer and Lake Eric RR. Co. and United Transportation Union (E) Texas City Terminal Rwy.—Port Terminal RR. Association and United Transportation Union
	Oklahoma City, OK		-		1452	Atchison, Topeka and Santa Fe Ry. (Coast Lines) and United Transportation Union (E)
	Fort Work, TXAtlanta, GA		-			Joint Texas Division—Chicago, Rock Island and Pacific RR. Ft. Worth and Denver Ry. Co. and United Transportation Union Algers, Winslow and Western Rwy. Co. and United Transportation Union (T&E)
John H. Dorsey ² Nicholas H. Zumas ²	Falls Church, VA Washington, DC Washington, DC Ardmore, OK	December December	4, 18,	1974 1974	1455 1456 1457 1458	Union (1825) Eric Lackawanna Rwy. Co. and United Transportation Union Chesapeake and Ohio Rwy. Co. and Brotherhood of Locomotive Engineers Baltimore and Ohio RR. Co. and United Transportation Union Atchison, Topeka and Santa Fe Rwy. Co. and United Transportation
Harold M. Weston 2	New York, NY	April	22,	1975		Union (E) Chicago and North Western Transportation Co. and United Transportation Union (E)
•	Washington, DC	-		1975		Kansas City Southern Rwy. Co., Louisiana and Arkansas Rwy. Co. and United Transportation Union (C)
Arthur T. Van Wart 2	Atlanta, GA	January	14.	1975	1461	Pittsburgh and Lake Erie Railroad Co.—Lake Erie and Eastern Railroad Co. and United Transportation Union (E)

	Falls Church, VAArdmore, OK			1975 1974	1462 1463	Illinois Central Gulf RR, and United Transportation Union (C) Atchison, Topeka and Santa Fe Rwy. Co. and United Transportation Union (E)
	Atlanta, GABaltimore, MD			1974 1975	1464 1465	Boston and Maine Corp. and United Transportation Union (T) Penn Central Transportation Co. and Brotherhood of Locomotive Engi-
Jacob Seidenberg 2	Falls Church, VA	December	18,	1974	1466 1468 1469	neers Penn Central Transportation Co. and United Transportation Union (T) Chesapeake and Ohio Rwy. Co. and United Transportation Union Burlington Northern Inc. and United Transportation Union (E)
	Sherman, TXSherman, TX				1470	Burlington Northern Inc. and United Transportation Union (E)
	Oklahoma City, OK				1471	Kansas City Terminal Rwy. Co. and United Transportation Union (S-T)
Carroll R. Daugherty 2	La Jolla, CA	December			1472	Chicago and Western Indiana RR. Co. and United Transportation Union
	Fort Worth, TX	-		1975	1473	Atchison, Topeka and Santa Fe Rwy. Co. and United Transportation Union (C-T)
	Fort Worth, TX				1474	San Manuel Arizona RR. Co. and United Transportation Union
	Tulsa, OK			1975	1474	San Manuel Arizona RR. Co. and United Transportation Union
John Criswell 2	Stigler, OK	December	31,	1974	1475	Missouri-Kansas-Texas RR. Co. and United Transportation Union (C&T)
Harold M. Weston 2	New York, NY	February	27,	1975	1476	Houston Belt and Terminal Rwy. Co. and International Brotherhood of Electrical Workers
Jacob Seidenberg 2	Falls Church, VA	January	20,	1975	1477	Norfolk and Western Rwy. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
Irving T Rereman 1	Mineola, NY	Anril	23	1975	1478	Lehigh Valley RR. Co. and Brotherhood of Locomotive Engineers
Morris I. Muers 2	San Francisco, CA	February		1975	1479	Burlington Northern Inc. and United Transportation Union (T)
	Potomac, MD			1975	1480	Louisville and Nashville RR. Co. and United Transportation Union (T)
	Portland, OR			1975	1481	Spokane International RR. Co. and United Transportation Union (E)
	Stigler, OK		11,	1975	1482	Chesapeake and Ohio Rwy. Co. and United Transportation Union (E)
	Boston, MA		19,	1975	1483	Maine Central RR. Co. and Portland Terminal Co. and United Transportation Union (C&T)
Jacob Seidenberg 2	Falls Church, VA	January	15,	1975	1484	Western Maryland Rwy. Co. and United Transportation Union (E)
	Oklahoma City, OK			1975	1485	Green Bay and Western RR. Co. and United Transportation Union (E)
	Washington, DC			1975	1487	Indiana Harbor Belt RR. Co. and United Transportation Union
	New Rochelle, NY			1975	1488	Lake Terminal RR. Co. and United Transportation Union (T)
Louis Yagoda 2	New Rochelle, NY	January	16,	1975	1489	Burlington Northern Inc. and Joint Council No. 23 of The International Brotherhood of Teamsters & Lodge No. 1046, International Association of Machinists and Aerospace Workers
Preston J. Moore 2	Oklahoma City, OK	January	31.	1975	1492	Erie Lackawanna Rwy. Co. and United Transportation Union (T)
	Oklahoma City, OK		28,	1975	1493	
	Oklahoma City, OK			1975	1494	Akron, Canton and Youngstown Rwy. Co. and United Transportation Union (E)
Preston J. Moore 2	Oklahoma City, OK	February	11,	1975	1495	Norfolk and Western Rwy. Co. and United Transportation Union (C-E-T)
Nelson M. Bortz 2	Kitty Hawk, NC	February	11	, 1975	1496	Norfolk and Western Rwy. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Em- ployes
Jacob Seidenberg 2	Falls Church, VA	February	14	, 1975	1497	Southern Pacific Transportation Co. and Brotherhood of Locomotive Engineers
Dudley E. Whiting 2	Southfield, MI	February	14	, 1975	1498	
Arthur T. Van Wart 2	Atlanta, GA	March	28	, 1975	1499	Pittsburgh and Lake Erie RR. Co., Lake Erie and Eastern RR. Co. and United Steelworkers of America
Jacob Seidenberg 2	Falls Church, VA	April	8	, 1975	1500	Illinois Central Gulf RR. and United Transportation Union

1. Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year 1975—Continued

Name	Residence	Dat Appoi	e of ntme	nt	Public Law Board No.	Parties
	Sherman, TX Kansas City, MO			1975 1975	1501 1502	Penn Central Transportation Co. and United Transportation Union (E) Atchison, Topeka & Santa Fe Rwy. Co. and Brotherhood of Locomotive Engineers
Murray Rohman 2	Fort Worth, TX	February	25,	1975	1503 1504	Penn Central Transportation Co. and United Transportation Union (E) Union Railroad Co. and United Steelworkers of America Local 1913
Irwin M. Lieberman 2	Stamford, CT	February		1975		(AFL-CIO)
Joseph A. Sickles 2	New York, NY	April February		1975 1975	1505 1506	Delaware and Hudson Rwy. Co. and Brotherhood of Locomotive Engineers Richmond, Fredericksburg and Potomac RR. Co. and United Transportation Union (T)
Jacob Seidenberg 2	Falls Church, VA	April	3,	1975	1507	Long Island RR. Co. and Brotherhood Railway Carmen of the United States and Canada
Preston J. Moore 2	Oklahoma City, OK	March	19,	1975	1508	Atchison, Topeka and Santa Fe Rwy. Co. and United Transportation Union (E)
Burl E. Hays 2	Oklahoma City, OK	March	26,	1975	1510	Louisville and Nashville RR. Co. and United Transportation Union (C&T)
Dana Eischen 2	Liverpool, NY	March	12,	1975	1511	St. Louis-San Francisco Rwy. Co. and International Brotherhood of Electrical Workers
	Falls Church, VA		2,	1975	1512	Clinchfield RR. Co. and Brotherhood of Locomotive Engineers
Arthur T. Van Wart 2	Atlanta, GA	March		1975	1513	Georgia RR, and Brotherhood of Locomotive Engineers
acob Seidenberg 2	Falls Church, VA	March		1975	1514	Illinois Central Gulf RR. Co. and United Transportation Union
	Oklahoma City, OK			1975	1515	Birmingham Southern RR. Co. and United Transportation Union
Arthur T. Van Wart 2	Atlanta, GA	June		1975	1516	Union Pacific RR. Co. and United Transportation Union (T)
	Oklahoma City, OK			1975	1517	Louisville and Nashville RR. Co. and United Transportation Union
	Burlington, VT			1975	1519	Norfolk and Western Rwy. Co. and Brotherhood of Railway, Airline and Steamship Clerks. Freight Handlers, Express and Station Employes
	. Chicago, IL			1975	1520	Burlington Northern Inc. and International Brotherhood of Firemen & Oilers, Helpers, Roundhouse and Railway Shop Laborers
	Stigler, OK			1975	1522	Chesapeake and Ohio Rwy. Co. and United Transportation Union (E)
Louis Yagoda 2	New Rochelle, NY	April		1975	1524	Bessemer and Lake Erie RR. Co. and United Transportation Union (T)
Dana Eischen 2	Liverpool, NY	June	11,	1975	1525	Burlington Northern Inc. and Allied Services Division, Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employes
Gene T. Ritter 2	Ardmore, OK	April	21,	1975	1526	Atchison, Topeka and Santa Fe Rwy. Co. and United Transportation Union (E)
	Falls Church, VA			1975	1527	Norfolk and Western Rwy. Co. and United Transportation Union
Harold M. Weston 2	New York, NY	April		1975	1528	Erie Lackawanna Rwy. Co. and Brotherhood of Locomotive Engineers
	Boston, MA	•		1975	1529	Atchison, Topeka and Santa Fe Rwy. Co. and International Brotherhood of Electrical Workers
	Kansas City, MO	_	-	1975	1530	Missouri Pacific RR. Co. and International Brotherhood of Electrical Workers
	Oklahoma City, OK	-	25,	1975	1531	Norfolk, Franklin and Danville RR. Co. and United Transportation Union
Murray Rohman 2	Fort Worth, TX	April	23,	1975	1532	Atchison, Topeka and Santa Fe Rwy. Co. and United Transportation Union

William M. Edgett 1	Baltimore, MD	April	29.	1975	1533	Soo Line RR. Co. and United Transportation Union (T)
Gene T. Ritter 2	Ardmore, OK	April		1975		Atchison, Topeka and Santa Fe Rwy, Co. and United Transportation
			,			Union (C&T)
Burl E. Havs 2	Oklahoma City, OK	April	28.	1975	1535	Houston Belt and Terminal Rwy. Co. and United Transportation Union
	Chicago, IL			1975	1536	Penn Central Transportation Co. and United Transportation Union
David Domick	o	1.211.9	,	20.0	1000	(T-C-E)
Nelson M Rortz 2	Kitty Hawk, NC	Anril	25	1975	1537	Norfolk and Western Rwy. Co. and United Transportation Union (E)
Louis Vacada 2	New Rochelle, NY	April		1975	1538	Norfolk and Western Rwy. Co. and United Transportation Union (T)
Dobowt M O'Dwine 2	Boston, MA	Mon		1975	1539	Burlington Northern Inc. and United Transportation Union (T)
Classes D. Call 9	Teaneck, NJ	Man		1975	1540	Illinois Central Gulf RR. Co. and International Brotherhood of Electrical
Clement F. Cuil	Teaneck, NJ	May	Ι,	1910	1040	Workers
Taranh A Ciables 2	Dealsville MD	M	0.1	1075	1541	
Joseph A. Sickles	Rockville, MD	May	21,	1975	1941	Richmond, Fredericksburg and Potomac RR. Co. and United Transpor-
D. L. of M. OlDelee 2	Destan 364	1/	0	1075	1540	tation Union (T)
Robert M. O'Brien 2	Boston, MA	May	8,	1975	1942	Penn Central Transportation Co. and Brotherhood of Locomotive Engi-
D. Lord M. OlDelon 9	Destan MA	M-	4 =	1075	1540	neers
Robert M. O Brien	Boston, MA	May	то,	1975	1943	Penn Central Transportation Co. and Brotherhood of Locomotive Engi-
B 11 B 1 1 1 0	CILL II	3.5		1055		neers
David Dolnick 2	Chicago, IL	мау	20,	1975	1944	National Railroad Passenger Corporation and Hotel & Restaurant Em-
						ployees and Bartenders International Union
Louis Norris 2	New York, NY			1975		Belt Rwy. Co. of Chicago and United Transportation Union
Harold M. Weston 2	New York, NY	May	28,	1975	1547	Chesapeake and Ohio Rwy. Co. and Brotherhood of Locomotive Engi-
						neers
	New York, NY			1975	1548	Burlington Northern Inc. and Brotherhood of Locomotive Engineers
	Forth Worth, TX		29,	1975	1550	San Manuel Arizona RR. Co. and United Transportation Union
Arthur W. Sempliner 2	Grosse Pointe Farms, MI	June	11.	1975	1551	Union RR. Co. and United Transportation Union
Robert G. Williams 2	Charlotte, NC	May	30.	1975	1552	Norfolk and Western Rwy. Co. and United Transportation Union (T)
David H. Brown 2	Sherman, TX	June	18.	1975	1553	Union Pacific RR. Co. and Brotherhood of Locomotive Engineers
Joseph A. Sickles 1	Rockville, MD	June	2.	1975	1554	Indiana Harbor Belt RR. Co. and Brotherhood of Locomotive Engineers
	Washington, DC	June		1975	1555	Lake Terminal RR. Co. and United Transportation Union (E)
	Washington, DC	June		1975	1556	Colorado and Southern Rwy. Co and United Transportation Union
	Forth Worth, TX	June		1975	1557	Kansas City Terminal Rwy. Co. and United Transportation Union (E)
Harold M. Weston 2	New York, NY	June		1975	1558	Burlington Northern, Inc. and United Transportation Union
Harold M. Weston 2	New York, NY			1975	1560	Reading Co. and Brotherhood of Locomotive Engineers
	Oklahoma City, OK.			1975	1562	Texas Pacific-Missouri Pacific Terminal RR, of New Orleans and United
I ICOUNT O. MOUTE	Oklaholila Oity, Ok	June	٠,,	1010	1002	Transportation Union (S)
						Transportation Onion (5)

<sup>Procedural
Merits
Neutral Resigned
Lecased
Parties Replaced Former Merits Neutral</sup>

2. Arbitrators appointed—Arbitration Boards, fiscal year 1975

Name	Residence		e of ntment	Arbitration and Case No.		Parties
Irwin M. Lieberman	Stamford, CT	August	22, 1974	Arbitration 344, No. A-8830	case	Penn Central Transportation Co. and United Transportation Union
Harold M. Weston	New York, NY	September	4, 1974	Arbitration 345, No. A-9214	case	Long Island Rail Road and International Brotherhood of Fire- men and Oilers
Frank J. Dugan	Washington, DC	December	6, 1974		case	Norfolk and Western Railway Co. and United Transportation Union (E-C-T)
Harold M. Weston	New York, NY	December	11, 1974	Arbitration 347, No. A-	case	Western Pacific Railroad Co. and Brotherhood of Locomotive Engineers
					case	Reading Company and Brotherhood of Locomotive Engineers
Irwin M. Lieberman	Stamford, CT	April	1, 1975	Arbitration 349, No. A-	case	Lehigh Valley Railroad Co. and Brotherhood of Locomotive Engineers
Thomas G. S. Christensen	New York, NY	April	10. 1975	Arbitration 350, No. A-	case	Long Island Rail Road and Brotherhood of Railroad Signalmen
Preston J. Moore	Oklahoma City, OK	April	18, 1975	Arbitration 351, No. A-8830	case	St. Louis-San Francisco Railway Company and United Trans- portation Union
Joseph A. Sickles	Rockville, MD	Мау	29, 1975	Arbitration 352, No. A-8830	case	Norfolk and Western Railway Co. and United Transportation Union

Name	Residence			_	Special Board No.	Parties
Robert O. Boyd 1	Washington, DC	December	26,	1974	64	Southern Pacific Transportation Co. (T&L Lines) and Brotherhood of Locomotive Engineers
Nicholas H. Zumas 1	Washington, DC	April	11,	1975	280	St. Louis Southwestern Rwy Co and Brotherhood of Maintenance of Way Employes
Louis Yagoda 2	New Rochelle, NY	November	11,	1974	356	Chicago and North Western Transportation Co. and United Transporta- tion Union (T)
Robert M. O'Brien 1	Boston, MA	November	21,	1974	570	National Railway Labor Conference and Railway Employes' Depart- ment. AFL-CIO
Robert M. O'Brien 1	Boston, MA	December	3,	1974	597	Southern Railway Co. and Railway Employes' Department, AFL-CIO, International Association of Machinists and Aerospace Workers, Sheet Metal Workers International Association
I. Raymond Cluster 1	North Truro, MA	August	16,	1974	631	Long Island Rail Road Co. and International Brotherhood of Electrical Workers and the International Association of Machinists and Aero- space Workers
David Dolnick 1	Chicago, IL	August	16,	1974	631	Long Island Rail Road Co. and International Brotherhood of Electrical Workers and the International Association of Machinists and Aero- space Workers
Robert M. O'Brien 1	Boston, MA	August	16,	1974	631	Long Island Rail Road Co. and International Brotherhood of Electrical Workers and the International Association of Machinists and Aero- space Workers
-	Albany, NY		16,	1974	631	Long Island Rail Road Co. and International Brotherhood of Electrical Workers and the International Association of Machinists and Aero- space Workers
Arthur Stark 1	New York, NY	August	16,	1974	631	Long Island Rail Road Co. and International Brotherhood of Electrical Workers and the International Association of Machinists and Aero- space Workers
Harold M. Weston 1	New York, NY	August	16,	1974	631	Long Island Rail Road Co. and International Brotherhood of Electrical Workers and the International Association of Machinists and Aero- space Workers
acob Seidenberg	Falls Church, VA	August	23,	1974	832	Central of Georgia Rwy Co. and Brotherhood of Locomotive Engineers
	North Truro, MA		27,	1974	833	Disputes Committee—Agreement of May 25, 1951 Eastern, Western and Southeastern Carriers' Conference Committees (National Carriers' Conference Committee—Successor) and Brotherhood of Railroad Trainmen (United Tranpsortation Union—Successor)
	Washington, DC			1974	834	Norfolk and Western Rwy Co. and United Transportation Union (E)
rwin M. Lieberman	Stamford, CT	October	3,	1974	836	National Carriers' Conference Committee and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, International Brotherhood of Electrical Workers, Brotherhood Railway Carmen of the United States and Canada, International Brotherhood of Firemen and Oilers operating through Railway Employes' Department, AFL-CIO
Harold M. Gilden	Chicago, IL	October	3,	1974	836	National Carriers' Conference Committee and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, International Brotherhood of Electrical Workers, Brotherhood Railway Carmen of the United States and Canada, International Brotherhood of Firemen and Oilers operating through Railway Employes' Department, AFL-CIO

3. Neutrals appointed—Special Boards of Adjustment, fiscal year 1975—Continued

Name	Residence			Special Board No.	Parties
	Boston, MA		3, 197		National Carriers' Conference Committee and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, International Brotherhood of Electrical Workers, Brotherhood Railway Carmen of the United States and Canada, International Brotherhood of Firemen and Ollers operating through Railway Employes' Department, AFL-CIO
	Manasquan, NJFalls Church, VA		10, 197 4, 197		Penn Central Transportation Co. and Brotherhood of Railroad Signalmen Penn Central Transportation Co. and International Brotherhood of
Joseph A. Sickles	Rockville, MD	November	7, 197	4 839	Teamsters, Chauffeurs, Warehousemen and Helpers of America Staten Island Rapid Transit Operating Authority and International Brotherhood of Electrical Workers, International Association of Ma- chinists and Aerospace Workers
Burl E. Hays	Oklahoma City, OK	December	18, 197	4 840	Norfolk and Western Rwy Co. and Brotherhood of Railway. Airline and Steamship Clerks, Freight Handlers, Express and Station Employes-
Proston I Moore	Oklahoma City, OK	Monch	27, 197	5 841	Transportation-Communication Division
	Rockville, MD		21, 197		Delaware and Hudson Rwy Co. and United Transportation Union
	Washington, DC		15, 197		Norfolk and Western Rwy Co. and Railroad Yardmasters of America Akron, Canton and Youngstown RR Co. and United Transportation Union (T)
Leverett Edwards	Fort Worth, TX	Anril	29, 197	5 844	Burlington Northern Inc. and American Train Dispatchers, Association
Preston J. Moore	Oklahoma City, OK	June	4, 197		Akron, Canton and Youngstown RR Co. and United Transportation Union
Eugene Mittelman	Washington, DC	June	16, 197	5 846	Norfolk and Western Rwy Co. and United Transportation Union (E)

Parties replaced neutral previously appointed.
 Deceased.

4. Neutrals appointed pursuant to Union Shop Agreement, fiscal year 1975

Name	Residence	Date of Appointment	Carrier	Organization	Individuals Involved
Paul D. Hanlon	Portland, Oregon	July 19, 1974	Southern Pacific Transportation Company	Brotherhood of Maintenance of Way Employes	Donald P. Derrickson
Francis X. Quinn, S.J.	Philadelphia, Pennsylvania	September 17, 1974	Penn Central Transportation Company	American Railway Supervisors Association	A. F. Lascoli
Preston J. Moore	Oklahoma City, Oklahoma	September 26, 1974	Atchison, Topeka and Santa Fe Railway Company	International Brotherhood of Electrical Workers	Michael Caston
Preston J. Moore	Oklahoma City, Oklahoma	December 26, 1974	Atchison, Topeka and Santa Fe Railway Company	Brotherhood of Maintenance of Way Employes	M. K. Graves

4a. Neutrals appointed pursuant to Interstate Commerce Commission's Orders, fiscal year 1975

Name	Residence	Date of Appointment	Carrier	Organization	Individuals Involved
Nicholas H. Zumas	Washington, D. C.	January 31, 1975	Gordon Transports, Inc.	_	Irwin L. Glass

5. Referees appointed—System Board of Adjustment, fiscal year 1975 (Airlines)

Name	Residence		e of ntment	Parties
Eva Robins	New York, New York	July	15, 1974	Lacsa Airlines and International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America
Joseph Edward Cole	Junction City, Kansas	J uly	15, 1974	Capitol International Airways and Air Line Pilots Association
Gene T. Ritter	Ardmore, Oklahoma	July	16, 1974	Capitol International Airways and Air Line Pilots Association
Howard G. Gamser	Washington, D. C.	July	16, 1974	Capitol International Airways and Air Line Pilots Association
Arthur T. Van Wart	Washington, D. C.	July	16, 1974	Capitol International Airways and Air Line Pilots Association
Robert G. Williams	Charlotte, North Carolina	July	16, 1974	Capitol International Airways and Air Line Pilots Association
Eugene Mittelman	Washington, D. C.	July	17, 1974	Capitol International Airways and Air Line Pilots Association
acob Seidenberg	Falls Church, Virginia	July	17, 1974	Capitol International Airways and Air Line Pilots Association
Francis A. O'Neill, Jr.	Manasquan, New Jersey	July	17, 1974	Capitol International Airways and Air Line Pilots Association
Paul C. Dugan	Kansas City, Missouri	July	17, 1974	Capitol International Airways and Air Line Pilots Association
Fedford E. Schoonover	Colorado Springs, Colorado	\mathbf{July}	18, 1974	Coast Air, Inc. and International Association of Machinists and Aerospace Workers
Patrick J. Fisher 1	Indianapolis, Indiana	August	13, 1974	Texas International and Air Line Pilots Association
Jerre S. Williams ¹ Leverett Edwards ¹	Austin, Texas Fort Worth, Texas	August	13, 1974))))
David M. Helfeld ¹	Rio Piedras, Puerto Rico	August	21, 1974	National Airlines, Inc. and Air Line Pilots Association
Morris L. Myers ¹	San Francisco, California	August	27, 1975	Alaska Airlines, Inc. and Air Line Pilots Association
ohn B. Lauritzen ¹	Palo Alto, California	August	27, 1975	Alaska Airlines, Inc. and Air Line Pilots Association
Eugene Mittelman	Washington, D. C.	August	28, 1975	Aerolineas Argentinas and Transport Workers Union o America
rving T. Bergman	Cedarhurst, New York	August	29, 1975	KLM Royal Dutch Airlines and Transport Workers Union o
Paul H. Sanders 1	Nashville, Tennessee	September	3, 1974	Braniff International and International Association of Ma chinists and Aerospace Workers
Leo C. Brown 1 Paul C. Dugan 1 Byron R. Abernethy 1	Saint Louis, Missouri Kansas City, Missouri Lubbock, Texas	October	16, 1974	Ozark Airlines, Inc. and Air Line Pilots Association
Marcia L. Greenbaum 1	Boston, Massachusetts	October	17, 1974	Braniff International and Air Line Pilots Association
Tedford E. Schoonover	Colorado Springs, Colorado	October	18, 1974	Frontier Airlines, Inc. and International Association of Ma chinists and Aerospace Workers
Villiam H. Coburn	Washington, D. C.	October	18, 1974	Johnson International Airlines and International Association of Machinists and Aerospace Workers
Preston J. Moore	Oklahoma City, Oklahoma	November	18, 1974	Continental Airlines, Inc. and International Association of Machinists and Aerospace Workers

Name	Residence	Date Appoint		Parties
Jerre S. Williams ¹ James J. Sherman ¹	Austin, Texas Tampa, Florida	November November	19, 1974 19, 1974	Braniff International and Air Line Pilots Association Florida Air Lines, Inc. and International Association of Ma- chinists and Aerospace Workers
Tedford E. Schoonover	Colorado Springs, Colorado	November	21, 1974	Frontier Airlines, Inc. and Air Line Pilots Association
A. Langley Coffey ¹ Morris L. Myers ¹	Tulsa, Oklahoma San Francisco, California	November December	21, 1974 4, 1974	Braniff International and Air Line Pilots Association Saturn Airways and Air Line Pilots Association
Byron R. Abernethy ¹ Laurence E. Seibel	Lubbock, Texas Washington, D. C.	,,		
			17, 1974	National Airlines, Inc. and Flight Engineers' International Association
Francis A. O'Neill, Jr.	Manasquan, New Jersey	December	17, 1974	National Airlines, Inc. and Flight Engineers' International Association
Francis J. Robertson	Washington, D. C.	December	17, 1974	National Airlines, Inc. and Flight Engineers' International Association
Tedford E. Schoonover 1 Paul D. Hanlon 1	Colorado Springs, Colorado Portland, Oregon	December December	18, 1974 18, 1974	Western Airlines, Inc. and Brotherhood of Railway, Airline,
				and Steamship Clerks, Freight Handlers, Express and Station Employes
Panel submitted but dispute resolv	ved by parties	December	19, 1974	Braniff Airways, Inc. and International Association of Ma- chinists and Aerospace Workers
Robert G. Williams 1	Charlotte, North Carolina		20, 1974	Piedmont Airlines, Inc. and International Association of Ma- chinists and Aerospace Workers
Howard G. Gamser ¹ Jacob Seidenberg ¹	Washington, D. C. Falls Church, Virginia	,,		"
Aruthur T. Van Wart	Atlanta, Georgia	January	3, 1975	Capitol International Airways, Inc. and Air Line Pilots Asso-
Leo C. Brown, S.J. ¹	Saint Louis, Missouri	January	3, 1975	ciation Taca International Airlines, S.A. and Air Line Pilots Association
Howard G. Gamser	Washington, D. C.	January	24, 1975	Eastern Airlines, Inc. and Non-management Salaried Employees
Francis A. O'Neill, Jr.	Manasquan, New Jersey			
Eugene Mittelman	Washington, D. C.	January	25, 1975	Aerolineas Argentinas and Transport Workers Union of America
Perry G. Gathright	Houston, Texas	February	4, 1975	Ozark Airlines, Inc. and International Association of Ma-
Eugene Mittelman ¹	Washington, D. C.	February	10, 1975	chinists and Aerospace Workers National Airlines, Inc. and International Association of Ma- chinists and Aerospace Workers
Panel submitted but dispute never	arbitrated	February	10, 1975	National Airlines, Inc. and International Association of Ma-
Perry G. Gathright ¹	Houston, Texas	February	10, 1975	chinists and Aerospace Workers National Airlines, Inc. and International Association of Ma-
R. M. Keefe	St. Louis, Missouri	February	12, 1975	chinists and Aerospace Workers Ozark Airlines, Inc. and Air Line Pilots Association
Paul Dugan Paul C. Dugan ¹	Kansas City, Missouri Kansas City, Missouri	February March	12, 1975	Ozark Airlines, Inc. and Air Line Pilots Association
Neutral has not yet been selected		March March	3, 1975 3, 1975	Texas International Airlines and Air Line Pilots Association Texas International Airlines and Air Line Pilots Association
William M. Edgett	Baltimore, Maryland	March	5, 1975	Seaboard World Airlines, Inc. and Air Line Pilots Association
Robert M. O'Brien Arnold Marshall Zack	Boston, Massachusetts Boston, Massachusetts	Maŗch	5, 1975	Seaboard World Airlines, Inc. and Air Line Pilots Association
Joseph A. Sickles	Rockville, Maryland	,,		,,
Parties unable to agree on neutral	from panel	,,		" "

Panel submitted but dispute never a	rbitrated	March	11,	19	75	Aeromexico and International Brotherhood of Teamsters,
Eugene Mittelman Paul C. Dugan	Washington, D. C. Kansas City, Missouri	March March		, 19 , 19		Chauffeurs, Warehousemen and Helpers of America National Airlines, Inc. and Air Line Pilots Association Ozark Airlines, Inc. and International Association of Ma-
Francis A. O'Neill	Manasquan, New Jersey	March	31,	. 19	75	chinists and Aerospace Workers Irish International Airlines, Inc. and International Associa-
Panel submitted but dispute never a James C. Vadakin ¹	rbitrated Coral Gables, Florida	March March		, 19 , 19		tion of Machinists and Aerospace Workers Piedmont Airlines, Inc. and Air Line Pilots Association Prinair and International Association of Machinists and Aero-
W. Lloyd Lane 1	Indian Harbor Beach, Florida	April	1	, 19	975	space Workers Cargo Development and International Association of Ma-
Eugene Mittelman	Washington, D. C.	April	14	, 19	975	chinists and Aerospace Workers Trans Mediterranean Airways, Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and
Leo C. Brown, S.J. Francis X. Quinn, S.J. Clare B. McDermott Panel submitted but parties have no John E. Gorsuch Edgar Allan Jones, Jr. Morris L. Myers Ten panels of five arbitrators each s selected arbitrators from California Peyton M. Williams Peyton M. Williams Peyton M. Williams Peyton M. Williams Preston J. Moore Byron R. Abernethy Leo C. Brown Howard G. Gamser Francis J. Robertson John P. Linn Anthony V. Sinicropi Burl E. Hays Eugene Mittelman Clare B. McDermott Millard Cass Thomas R. Colosi Tedford E. Schoonover Paul D. Hanlon Parties have not selected arbitrator William M. Edgett David M. Helfeld	Denver, Colorado Los Angeles, California San Francisco, California ubmitted but parties Area Oklahoma City, Oklahoma "Ithaca, New York Oklahoma City, Oklahoma Lubbock, Texas St. Louis, Missouri Washington, D. C. Denver, Colorado Iowa City, Iowa Oklahoma City, Oklahoma Washington, D. C. Pittsburgh, Pennsylvania Washington, D. C. Washington, D. C. Colorado Springs, Colorado Portland, Oregon from list Baltimore, Maryland	April April May May May May May May May May	20, 22, 23, 23, 29, 29, 29,	199 199 199 199 199 199 199	975 975 975 975 975 975 975 975 975	Helpers of America Ozark Airlines, Inc. and Air Line Pilots Association Seaboard World Airlines, Inc. and Air Line Pilots Association National Airlines, Inc. and Air Line Pilots Association """"""""""""""""""""""""""""""""""""
David M. Helfeld Charles M. Rehmus ¹ David P. Twomey ¹ Millard Cass ¹ Arnold M. Zack ¹	Rio Piedras, Puerto Rico Ann Arbor, Michigan Chestnut Hill, Massachusetts Washington, D. C. Boston, Massachusetts	June ", ", ",	16,	191		Machinists and Aerospace Workers National Airlines, Inc. and Air Line Pilots Association Northwest Airlines, Inc. and Air Line Pilots Association "" " Pan American World Airways and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

5a. Referees appointed—System Board of Adjustment, fiscal year 1975 (Railroad)

Name	Residence		ate of ointment	Parties		
Panel submitted but parties u	nable to agree	March	26, 1975	Penn Central Transportation Company and Non-Agreement employee, Ms. Veronica Andzul		
Francis X. Quinn, S. J.	Philadelphia, Pennsylvania	Мау	29, 1975	Penn Central Transportation Company and Non-Agreement employee, Ms. Veronica Andzul		

5b. Referees appointed—CAB Labor Protective Provisions, fiscal year 1975

Name	Name Residence		ate of ointment	Parties				
Eva Robins 1	New York, New York	July	18, 1974	American Airlines and Captain Reo L. Rood, former Trans Caribbean Pilot				
Harry H. Platt ² Panel submitted but dispu	Southfield, Michigan te never arbitrated.	April April	25, 1975 25, 1975	Delta Airlines, Inc. and Ronald B. Pickering Delta Airlines. Inc. and Ronald B. Pickering				

Selected by the parties from a panel submitted by the National Mediation Board.
Panel should have been submitted. Neutral inadvertently nominated.

6. Neutral referees appointed pursuant to Public Law 91-518-Rail Passenger Service Act of 1970-(Amtrak) fiscal year 1975

Name	Residence	Date of Appointment	Amtrak No.	Parties	
None made					

APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-75

Status of cases	40-year period 1935–74	1975	5-year period 1970–74 (average)	5-year period 1965-69 (average)	5-year period 1960-64 (average)	5-year period 1955-59 (average)	5-year period 1950-54 (average)
				All types of ca	ses		
Cases pending and unsettled at beginning of period New cases docketed	96 14,361	279 304	447 300	472 394	248 302	202 413	136 415
Total cases on hand and received	14,457*	583	747	866	550	615	551
Cases disposed ofCases pending and unsettled at end of period	14,172 285	298 285	339 408	356 510	289 261	401 214	403 148
			R	epresentation	cases		
Cases pending and unsettled at beginning of period New cases docketed	24 4,508	19 68	11 76	22 82	17 62	22 100	34 136
Total cases on hand and received	4,532*	87	87	104	79	122	170
Cases disposed ofCases pending and unsettled at end of period	4,509 23	64 23	74 13	82 22	62 17	102 20	137 33
_				Mediation cas	es		
Cases pending and unsettled at beginning of period New cases docketed	72 9,716	259 232	435 221	447 309	228 235	173 304	102 276
Total cases on hand and received	9,788*	491	656	756	463	477	378
Cases disposed ofCases pending and unsettled at end of period	9,527 261	230 261	261 395	271 485	221 242	290 187	264 114
	-		I	nterpretation	cases		
Cases pending and unsettled at beginning of periodNew cases docketed	None 137	1 4	2 2	3 3	3 5	6 9	0
Total cases on hand and received	137*	5	4	6	8	15	3
Cases disposed ofCases pending and unsettled at end of period	136	4 1	3 1	3 3	5 3	8 7	2 1

^{*} Adjusted to reflect actual count.

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TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1975

	Disposition by type of carrier								Disposition by major issue involved					
_	Railroads							New agreement		Rates of pay		Rules		
-	Total all cases	Class I	Class II	Switch- ing and terminal	Elec- tric	Miscel- laneous	Rail- roads total	Air- lines total	Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
Total	230	115	15	15	2	13	160	70	2	2	4	2	154	66
Mediation agreement Arbitration agreement Withdrawn after mediation Withdrawn before mediation	. 1	48 1 7 2	8 0 0	11 0 0 1	2 0 0 0	8 0 1 0	77 1 8 3	55 0 0 0	2 0 0 0	0 0 0 0	1 0 1 0	0 0 0 0	74 1 7 3	55 0 0 0
Refusal to arbitrate by: Carrier Employees Both Closed—Board action	. 0	0 0 0 57	0 0 0 7	0 0 0 3	0 0 0	0 0 0 4	0 0 0 71	0 0 0 15	0 0 0	0 0 0 2	0 0 0 2	0 0 0 2	0 0 0 69	0 0 0 11

Table 3.—Representation cases disposition by craft or class, employees involved and participating, fiscal year 1975

•		Railr	oads		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	20	23	608	283	44	57	7,928	4,075	
Disposition: Certification Dismissals	14 6	17 6	339 269	273 10	22 22	26 31	4,067 3,861	3,521 554	
Total all Cases	64		8,536	4,358					

Table 4.—Number of cases disposed of by major groups of employees, fiscal year 1975

		Num	ber of	
	All types of cases	Represen- tation cases	Mediation cases	Interpre- tation cases
Grand total, all groups of employees	298	64	230	4
Railroad total	180	20	160	0
Combined groups, railroad Train, engine, and yard service Mechanical foremen and/or supervisors of	98	2 5	2 93	0
mechanics Maintenance of equipment Clerical, office, station and storehouse	1 0 10	0 0 3	1 0 7	0
Yardmasters Maintenance of way and signal Subordinate officials in maintenance of way	3 5 1	0 1	3 4	0
Agents, Telegraphers, and Towermen Train Dispatchers Technical engineers, architects & drafts-	6 4	2 0	4	0
men, etc Dining car employees, train and pullman	4	1	3	0
Patrolmen and special officers	2_1	1 0	1 1	0
Marine servicemen Miscellaneous railroad	10 31	0 5	10 26	0
Airline total	118	44	70	4
Combined groups, airline	19 17	8 5	10 12	1 0
Radio and teletype operatorsClerical, office, fleet and passenger service	5 18	2 13	3 4	0 1
Flight attendants Pilots	10 19	2 8	7 11	1 0
Airline dispatchers Meteorologists	3 0	0 0	3 0	0
Stock and storesFlight engineers	1 5	1 0	0 5	0
Flight navigatorsFlight kitchen and commissary employees _	6	0 2	1 3	0 1
Guards Miscellaneous airline	$\frac{2}{12}$	0 3	2 9	. 0

Table 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, fiscal year 1975

	Number	Number	Employee	s involved
Major groups of employees	of cases	of crafts or classes	Number	Percent
Grand total, all groups of employees	64	81	8,536	100
Railroad total	20	24	608	7.1
Dining car employees, train and pullman porters Engine service Train service Yard service Mechanical department foremen and/or supervisors of mechanics Maintenance of equipment	0	1 5 0 0	8 137 0 0 0	1.6 0 0
Clerical, office, station, and storehouse employees Yardmasters Maintenance of way and signal Subordinate officials, maintenance of way Agents, telegraphers, and towermen Technical engineers, architects, draftsmen and allied workers Patrolmen and special officers	0 2 1 0	3 0 1 0 2 1	10 0 24 0 204 18 0	(1) 0 (1) 0 2.4
Marine service Combined groups, railroad Miscellaneous, railroad	2	0 6 5	0 35 172	0 2.0
Airline total	44	57	7,928	92.7
Mechanics and Related employees Flight navigators Clerical, office, fleet and passenger service em-	Λ	5 0	299 0	3.4 0
ployees Stock and stores employees Flight attendants Pilots Flight engineers Airline dispatchers Commissary employees Radio and teletype operators Meteorologists Combined groups, airline Miscellaneous, airline	13 1 2 8 0 0 2 2 2 2 8	13 1 2 8 0 0 2 2 2 2 1 3	5,655 11 274 373 0 0 328 14 0 329 645	66.2 (1) 3.1 4.3 0 0 3.7 (1) 0 3.7 7.4

¹ Less than 1 percent.

Table 6.—Number of crafts or classes certified and employees involved in representation cases by type of results, fiscal year 1975

			C	ertificat	ions iss	ued to-	_		
	Nation	al organ	izations	Loc	al unio	ns		Total	
	Craft	Emplo invol		Craft	Empl invo		Craft	Empl	
	or class	Num- ber	Per- cent	or class	Num- ber	Per- cent	or class	Num- ber	Per- cent
Railroads									
Representation acquired:									
Elections	7	188	4	Ú	0	0	7	188	4
Proved authorizations	5	14	(1)	0	0	0	5	14	(1)
Representation changed:									
Elections	1	43	(1)	0	0	0	1	43	(1)
Proved authorizations	3	62	1	0	0	0	3	62	
Representation unchanged:			4-1						
Elections	1	32	(1)	0	Ō	0	1	32	(1)
Proved authorizations	0	0	0	0	0	0	0	0	0
Total railroad	17	339	7.6	0	0	0	17	339	7.6
Airlines									
Representation acquired:									
Election	16	302	7	1	21	(1)	17	323	7
Proved authorizations	3	292	7	0	0	0	3	323 292	7
Representation changed:	0	292	•	U	U	U	9	282	'
Election	4	199	4	0	0	0	4	199	4
Proved authorizations	Ô	199	0	ŏ	ŏ	ŏ	0	0	Õ
Representation unchanged:		U	v	v	v	٠	U	U	v
Election	2	3,253	74	0	0	0	2	3,253	74
Proved authorizations	õ	0,200	0	ŏ	ŏ	ŏ	ő	0,200	10
110100 Gather Lagrens						<u>`</u>		<u>_</u>	
Total airline	25	4,046	91.8	1	21	(1)	26	4,067	92.3
Total, combined rail-									
road and airline	42	4,385	99.5	1	21	(1)	43	4,406	100.0

¹ 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, 1974 to June 30, 1975, fiscal year 1975

Case Number	Carrier	Organization	Craft or Class	Date of work stoppage	Date work resumed	Number of days	Issues	Number of Employees	Disposition
A-9485	Trans Interna- tional Air- lines	International Brother- hood of Teamsters	Flight Attendants	July 15, 1974	July 21, 1974	7	Working hours	590 Flight atten- dants	Party agree- ment
A-9500	Trans Interna- tional Air- lines	International Brother- hood of Teamsters	Flight Crew- members	,,				191 Flight crew- members	**
A-9469	National Air- lines, Inc.	International Associa- tion of Machinists & Aerospace Workers	Mechanical, Stores & Related Employees	July 15, 1974	November 1, 1974	107	Contract deadlock	1,600	Agreement reached be- tween the parties
A-9562	-	International Brother- hood of Teamsters	Flight Engi- neers	August 26, 1974	August 28, 197	4 2	Wildcat strike by Flight Engineers & Flight Attendants due to	210	Carrier went to Court and the Court
A-9634	Saturn Airways	International Brother- hood of Teamsters	Flight Atten- dants	,,			Navigators being		ordered the
A-9533	Saturn Airways	International Brother- hood of Teamsters		"			severed from the Company's services		Flight Engineers & Flight Attendants in the service of the Company to return to work.
A-9511	Braniff Inter- national Air- ways	Air Line Pilots Asso- ciation	Pilots	September 21, 1974	September 23, 1974	2	Money problem	1,328	Mediation Agreement dated No- vember 6, 1974
A-9600	Texas Interna- tional Air- lines	Air Line Employees Association	Clerical, Of- fice, Fleet and Passen- ger Service Employees	December 1, 1974	April 4, 1975	125	Wages, Hours and Working Conditions	1,100	Mediation Agreement dated March 13, 1975
A-9507	Penn Central Transporta- tion Company	International Long- shoremen's Asso- ciation	Longshore- men of the Ashtabula Coal Dock Company	January 6, 1975	March 31, 1975	65	Changes in agreement concerning rates of pay and firnge bene- fits covering Long- shoremen of the Ash- tabula Coal Dock Company	85	Agreement reached be- tween the parties dated March 25, 1975

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 1934-75

Fiscal year	All carriers	Class I	Class II	Switch- ing and terminal	Elec- tric	Ex- press and pull- man	Miscel- laneous railroad carriers	Air carriers
Total:								
1975	7,186	3,892	1,076	917	177	18	120	986
1974 1973	$6,961 \\ 6,781$	3,820	1,050	874	177	18	119	903
1972	6,592	3,775 3,674	997 941	856 834	177	18	115	863
1971	6,112	3,458	828	829	$\begin{array}{c} 177 \\ 177 \end{array}$	18 18	115 113	833 689
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 1966	5,275	3,143	778	771	164	14	87	318
1965	5,235 5,230	$3,134 \\ 3.132$	776 775	770	164	14	87	290
1964	5,228	3,132	775	770 769	164 164	14 14	87 87	288 287
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 $5,196$	3,126	770	764	164	14	87	280
1956	5,196	$\frac{3,117}{3,117}$	770 769	764	164	14	87	280
1955	5,180	3,116	763	763 763	$\frac{164}{163}$	14 14	86	277
1950	5,092	3,094	752	749	159	13	86 84	$\frac{275}{241}$
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 _		
Vational organizations:								
1975	6,864	3,762	1,046	856	173	18	118	891
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 1970	$6,015 \\ 5,607$	$\frac{3,400}{3,275}$	824	811	173	18	112	677
1969	5,279	3,142	799 781	796 773	$\begin{array}{c} 172 \\ 162 \end{array}$	18 16	107 91	440
1968	5,160	3,087	776	753	160	14	86	$\frac{342}{312}$
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 1961	5,127 $5,126$	$\frac{3,076}{3,076}$	768	749	160	14	86	274
1960	5,124	3,076	768 768	749 748	160 160	14 14	86 86	273
1959	5,121	3,075	768	748	160	14	86	272 270
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 4,585	3,040	748	731	155	13	83	229
1940	4,128	2,865 2,668	732 681	687 558	146 106	8 8	56	91
1935	2,940	2,254	347		100	6	38	39
ther organizations:								-
1975	97	58	4	18	4		1	12
1974	97	58	4	18			ĩ	12
1973	97	58	4	18			1	12
1972	97	58	4	18			1	12
1971 1970	97 97	58	4	18			1	12
1969	97	58 58	4 4	18 18			1 1	12
1968	97	58	4	18	-		1	12 12
1967	97	58	4	18	7		i	12
1966	96	57	4	18	4		î	12
1965	95	56	4	18	4		1	12
1964	95	56	4	18			1	12
1963 1962	95 94	56 55	4 4	18			1	12
1961	94 94	55	4	18 18			1	12
1960	94	55	4	18			1	12 12
1959	94	55	4	18			1	12
1958	94	55	4	18	4		i	12
1957	94	55	4	18	4		1	12
1956	94	55	4	18	4		1	12
1955 1950	94	55	4	18			1	12
1000	93	54	4	18	4		1	12
1945	Q٨	AΩ	9	10				-
1945 1940	80 65	48 40	3 3	18 15	4 2		-	7 5

Table 9.—Cases docketed and disposed of by the National Railroad Adjustment Board; fiscal years 1934-75 inclusive

ALL D	IVISIONS					
Cases	41 year period 1934-75	1975	1974	1973	1972	197
Open and on hand at beginning of period New cases docketed		1,517* 917	2,078 766	2,549 916	3,015 847	3,69 88
Total number of cases on hand and docketed	74,220	2,434	2,844	3,465	3,862	4,57
Cases disposed of	72,819	1,033	1,322	1,387	1,313	¹ 1,55
Decided without referee	12,913 35,071 24,835	6 860 167	25 1,042 ¹ 255	15 1,164 208	29 975 309	15 78 61
Open cases on hand close of period	1,401	1,401	1,522	2,078	2,549	3,01
FIRST	DIVISION					
Open and on hand at beginning of period New cases docketed	42,884*	847 * 97	1,378 20	1,764 61	2,054 66	2,65 6
Total number of cases on hand and docketed	42,884	944	1,398	1,825	2,120	2,71
Cases disposed of	42,258	318	546	447	356	66
Decided without referee	10,908 11,983 19,367	6 259 53	25 303 218	15 299 133	23 220 113	14 4 47
Open cases on hand close of period	626	626	852	1,378	1,764	2,05
SECOND	DIVISION					
Open and on hand at beginning of period New cases docketed	6,901	148 193	123 195	156 197	137 190	15 16
Total number of cases on hand and docketed	6.901	341	318	353	327	31
Cases disposed of	6,716	156	170	230	171	18
Decided without referee	732 5,140 844	148**	0 166 4	226 4	164 3	17 1
Open cases on hand close of period	185	185	148	123	156	13
THIRD	DIVISION					
Open and on hand at beginning of period New cases docketed	21,169	461 475	500 439	521 489	779 425	82 56
Total number of cases on hand and docketed	21,169	936	938	1,010	1.204	1,39
Cases disposed of	20,671	438	477	510	683	¹ 61
Decided without referee Decided with referee Withdrawn	910 15,734 4,027	0 372** 67*	* 454 23	478 33	2 528 165	49 11
Open cases on hand close of period	498	498	461	500	521	77
FOURTH	DIVISION	1				
Open and on hand at beginning of period New cases docketed	3,266	61 152	89 113	120 169	45 166	5 8
Total number on hand and docketed	3,266	213	202	289	211	14
Cases disposed of	3,184	121	141	200	91	9
Decided without referee Decided with referee Withdrawn	312 2,205 662	0 82 39	0 119 22	0 162 38	0 63 28	7
Open cases on hand close of period	92	92	61	89	120	4

Adjusted to reflect actual count.
 Adjusted figure.
 Does not reflect Awards on Dockets 5791 and 5799.
 2nd Award rendered on one case decided by referee.

Table 10—Employee representation on selected rail carriers as of June 30, 1975

Railroad	Engi- neers	Fire- men and hostlers	Con- ductors	Brakemen, flagmen, and baggage- men	Yard- foremen, helpers, and switch- tenders	Yard- masters	Clerical, office, station, and store- house	Main- tenance of way employees	Teleg- raphers	Dispatcher
Akron, Canton & Youngstown Ry	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Alabama Great Southern	\mathbf{BLE}	$\mathbf{U}\mathbf{T}\mathbf{U}$	UTU	UTU	$\mathbf{U}\mathbf{T}\mathbf{U}$	RYA	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
Ann Arbor RR	UTU	UTU	UTU	UTU	UTU	ARSA	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
Atchison, Topeka & Santa Fe Ry	\mathbf{BLE}	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Atlanta & West Point RR	BLE	UTU	UTU	UTU	ŲŢU	RYA	BRAC	BMW	BRAC	ATDA
Auto-Train Corp	(*)_	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)
Baltimore & Ohio RR	BLE	ŬŤU	ÚŤU	ÚTU	UTU	ŘÝA	BRAC	BMW	BRAC	ATDA
Bangor & Aroostook RR	UTU UTU	UTU UTU	UTU UTU	UTU	UTU UTU	X X	BRAC	BMW BMW	BRAC BRAC	ATDA X
Bessemer & Lake Erie RR	BLE	BLE	UTU	UTU UTU	UTU	RYA	BRAC BRAC	BM W BMW	BRAC	ATDA
Boston & Maine CorpBurlington Northern		UTU	UTU	บัรบั	ŬŤŬ	RYA	BRAC	BMW BMW	BRAC	ATDA
Canadian Pacific Lines in Maine	BLE BLE	UTU	ŭŤŬ	ŭīŭ	ŬŤŬ	ÛTÛ	BRAC	BMW	BRAC	BRAC
Central of Georgia Ry	BLE	ŬŤŬ	ŭŤŬ	บัริบั	ŬŤŬ	RYA	BRAC	BMW	BRAC	ATDA
Central RR, of New Jersey	BLE	BLE	ŭītŭ	ŭīŭ	ŭīŭ	RYA	BRAC	BMW	BRAC	ATDA
Central Vermont Ry., Inc.	BLE	บัรบั	ŬŤŬ	ŭîŭ	ŬŤŬ	ÜTÜ	BRAC	BMW	BRAC	ATDA
Chesapeake & Ohio Ry	BLE	ŬŤŬ	ŬŤŬ	ŭīŭ	ŬĪŬ	ŘÝĂ	BRAC	BMW	BRAC	ATDA
Chicago & Eastern Illinois RR	BLE	ŬŦŬ	ŬŦŨ	ŬTŬ	ŬTŬ	ARSA	BRAC	BMW	BRAC	ATDA
Chicago & North Western Transportation Co	BLE	UTU	ŬŦŪ	ŪTŪ	ŪTŪ	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Milwaukee, St. Paul & Pacific RR	BLE	ŭīŭ	UTU	ŬTŬ	UTU	RYA	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
Chicago, Rock Island & Pacific Ry	BLE	ŭīŭ	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Cincinnati, New Orleans & Texas Pacific Ry	UTU	ŬŦŬ	$\mathbf{U}\mathbf{T}\mathbf{U}$	UTU	UTU	RYA	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
Clinchfield RR	BLE	ŬŤŬ	$\mathbf{U}\mathbf{T}\mathbf{U}$	$\mathbf{U}\mathbf{T}\mathbf{U}$	$\mathbf{U}\mathbf{T}\mathbf{U}$	RYA	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
Colorado & Southern Ry	BLE	BLE	$\mathbf{U}\mathbf{T}\mathbf{U}$	UTU	UTU	UTU	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
Delaware & Hudson Ry. Co	\mathbf{BLE}	$\mathbf{U}\mathbf{T}\mathbf{U}$	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Denver & Rio Grande Western RR	\mathbf{BLE}	UTU	UTU	UTU	UTU	RYA	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
Detroit & Toledo Shore Line RR	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA ATDA
Detroit, Toledo & Ironton RR	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC BRAC	ATDA
Duluth, Missabe & Iron Range Ry	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW BMW	BRAC	BRAC
Duluth, Winnipeg & Pacific Ry	UTU	UTU	UTU	UTU	UTU	RYA	BRAC BRAC	BMW	BRAC	LU
Elgin, Joliet & Eastern Ry Erie-Lackawanna Ry. Co	BLE	UTU UTU	UTU UTU	UTU UTU	UTU UTU	UTU RYA	BRAC	BMW	BRAC	ATDA
Florida East Coast Ry	BLE BLE	UTU	UTU	บัรบั	ŬŤŬ	LU	BRAC	BMW	BRAC	ĹÜ
Fort Worth & Denver Ry	BLE	ŬŤŬ	UTU	ប័រិប័	ŬŤŬ	RYA	BRAC	BMW	BRAC	ĀTDA
Georgia RR. Lessee Organization	BLE	BLE	ŭŤŬ	บัรับ	ŬŤŬ	ÛTÛ	BRAC	BMW	BRAC	ATDA
Georgia, Southern & Florida Ry		UTU	ŬŤŬ	บัวับ	ŬŤŬ	RŶĂ	BRAC	BMW	BRAC	ATDA
Grand Trunk Western RR		BLE	ŬŤŬ	ŬŤŬ	ŬŤŬ	RYA	BRAC	BMW	BRAC	ATDA
Green Bay & Western RR		ŨTŨ	ŬŤŬ	ŬŤŬ	ŬŤŬ	X	BRAC	BMW	BRAC	ATDA
Illinois Central Gulf RR	BLE	ŬĪŬ	ŬŤŬ	ŬŦŬ	ŬŤŬ	SA	BRAC	BMW	BRAC	ITDA
Illinois Terminal RR	UTU	ŪTŪ	ŬŦŬ	ŬŦŬ	ŬŦŬ	UTU	BRAC	BMW	BRAC	ATDA
Kansas City Southern Ry	BLE	BLE	ŬŤŬ	UTU	UTU	RYA	BRAC	$\mathbf{B}\mathbf{M}\mathbf{W}$	BRAC	ATDA
• • • • • • • • • • • • • • • • • • • •										

Table 10.—Employee representation on selected rail carriers as of June 30, 1975—Continued

Railroad	Engi- neers	Fire- men and hostlers	Con- ductors	Brakemen, flagmen, and baggage- men	Yard- foremen, helpers, and switch- tenders	Yard- masters	Clerical, office, station, and store- house	Main- tenance of way employees	Teleg- raphers	Dispatcher
Lake Superior & Ishpeming RR Lehigh Valley RR Long Island RR Louisville & Nashville RR Maine Central Minneapolis, Northfield & Southern Ry Missouri-Illinois RR Missouri-Kansas-Texas RR Missouri Pacific RR Monongahela Ry National RR Passenger Corp	BLE BLE BLE UTU BLE UTU BLE BLE	UTU UTU BLE BLE UTU UTU UTU UTU UTU UTU UTU	UTU	UTU	UTU UTU UTU UTU UTU UTU UTU UTU UTU	X RYA RYA RYA UTU (*) RYA RYA RYA	BRAC BRAC BRAC BRAC BRAC BRAC BRAC BRAC	BMW BMW IBT BMW BMW BMW BMW BMW BMW BMW BMW	X BRAC BRAC BRAC BRAC BRAC BRAC BRAC BRAC	X ATDA ATDA ATDA ATDA ATDA (*) ATDA ATDA ATDA ATDA ATDA ATDA
Norfolk & Western Ry Norfolk Southern Ry Norfolk Southern Ry Northwestern Pacific RR Oregon Electric Ry Penn Central Transportation Co- Pennsylvania Reading Seashore Lines Pittsburgh & Lake Erie RR Reading Co- Richmond, Fredericksburg & Potomac RR St Louis-San Francisco Ry St Louis-San Francisco Ry St Louis-San Francisco Ry Seaboard Coast Line RR Spokane International RR Soo Line RR Soo Line RR Southern Pacific Transportation Co- Southern Ry Texas & Pacific Ry Texas & Pacific Ry Texas & Pacific Ry Texas Mexican Ry Co Toledo, Peoria & Western RR Union Pacific RR Western Maryland Ry Western Pacific RR Western Racific RR Western Racific RR	BLE	UTU UTU BLE (*) UTU UTU UTU UTU UTU UTU UTU UTU UTU UT	UTU UTU UTU (*) UTU UTU UTU UTU UTU UTU UTU UTU UTU UT	UTU UTU (*) UTU UTU UTU UTU UTU UTU UTU UTU UTU UT	UTU UTU UTU (*) UTU UTU UTU UTU UTU UTU UTU UTU UTU UT	XYA (*) (*) (*) RYA UTU RYA RYA RYA RYA WRSA RYA (*) RYA WRSA RYA (*) RYA RYA RYA RYA RYA RYA RYA	BRAC BRAC (*) BRAC BRAC BRAC BRAC BRAC BRAC BRAC BRAC	BMW BMW BMW (*) BMW	BRAC BRAC (*) BRAC BRAC BRAC BRAC BRAC BRAC BRAC BRAC	ATDA ATDA (*) ATDA ATDA ATDA ATDA ATDA ATDA X ATDA (*) (*) ATDA ATDA ATDA ATDA (*) ATDA ATDA ATDA ATDA ATDA ATDA ATDA ATD

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1975—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		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Alabama Great Southern		BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	ŬŤU	BRAC
Ann Arbor RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Atchison, Topeka & Santa Fe Ry	IAM&AW	$\mathbf{B}\mathbf{B}$	SMWIA	IBEW	BRCA	IBFO	BRS		_ ŪTU	(*)
Atlanta and West Point RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)
Auto Train Corp		(*)	(*)	(*)	(*)	(*)	(*)	<u>(*)</u>	(*)	<u>(*</u>)
Baltimore and Ohio RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	BRAC
Bangor & Aroostook RR		$\mathbf{B}\mathbf{B}$	SMWIA	IBEW	BRCA	IBFO	BRS			HRE
Bessemer & Lake Erie RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	7722727		(*)
Boston & Maine Corp		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	SA	BRAC
Burlington Northern		BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Canadian Pacific Lines in Maine					BRCA		BRS	1 DO 4		
Central of Georgia Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	BRAC
Central RR. of New Jersey		BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	(*)	(*)
Central Vermont Ry., Inc.		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*) HDE
Chesapeake & Ohio Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & Eastern RRChicago & North Western Transportation Co	. IAMOAW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE HRE
Chicago, Milwaukee, St. Paul and Pacific RR		BB BB	SMWIA SMWIA	IBEW	BRCA	IBFO	BRS	ARSA MRMFA	UTU UTU	HRE
Chicago, Rock Island & Pacific Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Cincinnati, New Orleans & Texas Pacific Ry_		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BRAC
Clinchfield RR		BB	SMWIA	IBEW	BRCA BRCA	IBFO IBFO	BRS BRS		(*)	(*)
Colorado & Southern Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ÛTU	BSCP
Delaware & Hudson Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ŭŤŬ	HRE
Denver & Rio Grande Western RR	IAMRAW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	_ UTU	SA
Detroit & Toledo Shore Line RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Detroit, Toledo & Ironton RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS)_((*)
Duluth, Missabe & Iron Range Ry		BB	SMWIA	ĪBĒW	BRCA	ibro	BRS	MDFA	·- (*í	(*)
Duluth, Winnipeg & Pacific Ry	TAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	ARSA	(∗)	(*)
Elgin, Joliet & Eastern Ry	TAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	nicon	} ∗ í	(*)
Erie-Lackawanna Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	ÍBFŐ	BRS	ARSA	·- }*í	ĤŔE
Florida East Coast Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	X
Fort Worth & Denver Ry		BB	SMWIA	IBEW	BRCA	ÎBFŎ	BRS	SA	ÙŤU	HRE
Georgia RR. Lessee Organization		BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Georgia Southern and Florida Ry		BB	SMWIA	IBEW	BRCA	ÎBFO	BRS	X	· (*)	(*)
Grand Trunk Western RR	IAM&AW	BB	SMWIA	IBEW	BRCA	ÍBFÓ	BRS	ARSA	ÙŤU	ĤŔE
Green Bay & Western RR		BB	SMWIA	X	BRCA	IBFO	BRS		(*)	(*)

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1975—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 ca cooks and waiters
ulf, Mobile & Ohio RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	LU	HRE
llinois Central Gulf RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		_ UTU	HRE
linois Terminal RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
ansas City Southern Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*í
ake Superior & Ishpeming RR		BB	SMWIA	IBEW	BRCA	IBFO	IBEW	(*)	(*)	(*)
ehigh Valley RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	ÙŤU	ĤŔE
ong Island RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ÀŔSA	(*)	(*)
ouisville & Nashville RR	IAM&AW	BB+TWU		IBEW	BRCA	IBFO	BRS		ÙŤU	ĤŔE
laine Central RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
inneapolis Northfield & Southern Ry	IAM&AW			IBEW	BRCA		_ X			
lissouri-Illinois RR		BB	SMWIA	IBEW	BRCA	IBFO	(*)	ARSA	(*)	(*)
Iissouri-Kansas-Texas RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ÙÝU	ĤŔE
lissouri Pacific RR		BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	ŬĨŬ	HRE
Ionongahela Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS		7+1	(*)
ational RR. Passenger Corp	IAM&AW			IBEW	LU			ARSA	()	ĤŔE
Iorfolk & Western Ry		BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
orfolk Southern Ry		BB	SMWIA	IBEW	BRCA	IBFO	IBEW		(*)	(*)
orthwestern Pacific RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	LU	(+)	(*)
regon Electric Ry		(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*í	(*í
enn Central Transportation Co	ÌÁM&AW	ΒÉ	ŠMWIA	ÌBEW	ÌŴU	ÌBFO	в̀ќs	ÀŔSA	ÙŤU	τ̀ẃυ
ennsylvania Reading Seashore Lines	TAMRAW	(*)	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
ittsburgh & Lake Erie RR	. TAM&AW	ÌΒΒ́	SMWIA	IBEW	TWU	IBFO	USWA	ARSA	(*)	(*)
eading Co	TAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	ÙÝU	ĤŔE
lichmond, Fredericksburg & Potomac RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
t. Louis-San Francisco Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	TÙTU	ĤŔE
t. Louis Southwestern Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ÀŔSA	Χ	HRE
eaboard Coast Line RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
pokane International RR	_ (*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)
oo Line RR	_ IAM&AW	ÌΒΒ́	ŠMWIA	ÌBÉW	BŔCA	ÌBFO	BŔS	ÀŔSA	(*)	(+)
Southern Pacific Transportation Co	- IAM&AW	BB	SMWIA	ÍBEW	BRCA	IBFO	BRS	ARSA	ÙŤU	ĤŔE
outhern Ry	_ TAM&AW	BB	SMWIA	ÎBEW	BRCA	IBFO	BRS	ARSA	ŬŤŬ	BRAC
Texas Mexican Ry. Co	_ IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS			
Cexas & Pacific Ry	_ IAM&AW	BB	SMWIA	ĬĔĔŴ	BRCA	ÍBFÓ	BRS	RED	UTU	HRE
oledo, Peoria & Western RR	IAM&AW	BB	SMWIA	IBEW	BRCA	ÍBFÓ	BRS		(*)	(*)
Inion Pacific RR	_ IAM&AW	Β̈́Β	SMWIA	IBEW	BRCA	ÍBFO	BRS	ARSA	¯ ùru	ĤŔE
Vestern Maryland Ry	IAM&AW	BB	SMWIA	IBEW	BRCA	ÍBFO	BRS	ARSA	(*)	(*)
Western Pacific	_ IAM&AW	BB	SMWIA	ĬĔĔŴ	BRCA	ÍBFO	BRS	ARSA	Ùτ́U	ĤŔE
Western Railway of Alabama		BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	(*)	(*)

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

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Flight Attendants	Radio and teletype operators	Mechanics	Clerical, office, fleet and passenger service	Stock and stores
Airlift, International	ALPA		TWU		ALPA		IAM&AW	ALEA	IAM&AW
Alaska Airlines, Inc					ALPA		IAM&AW	IAM&AW	IAM&AW
Allegheny Airlines, Inc	ALPA				ALPA		IAM&AW		_ IAM&AW
Aloha Airlines, Inc				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		TWII	ALPA		IAM&AW		_ IAM&AW
Delta Air Lines, Inc									
Eastern Air Lines, Inc		ALPA			TWU	CWA	IAM&AW		IAM&AW
Flying Tiger Line, Inc		ALPA	TWU	IAM&AW	IBT				_ IAM&AW
Frontier Airlines, Inc					ALPA		IAM&AW	ALEA	IAM&AW
Hawaiian Airlines, Inc					ALPA	Individual	IAM&AW	IAM&AW	IAM&AW
Hughes Air West	ALPA				ALPA			ALEA	IAM&AW
Kodiak-Western Alaska Airlines, Inc									
Los Angeles Airways, Inc. (in a state of bank-									
ruptcy).									
National Airlines, Inc.	ALPA	FEIA		TWU	ALPA	CWA	IAM&AW	ALEA	IAM&AW
New York Airways, Inc	ALPA				ALPA		TWU	IAM&AW	IAM&AW
North Central Airlines, Inc.					ALPA		IAM&AW	ALEA	IAM&AW
Northwest Airlines, Inc.		IAM&AW	TWII	ALDA	ALPA	TWU	IAM&AW	BRAC	IAM&AW
Ozark Air Lines, Inc					ALPA	IBT	AMFA	IAM&AW	IBT
Pan American World Airways, Inc.	AT.PA				TWU			IBT	ĪBT
Piedmont Airlines, Inc.					ÂLPA				_ ÎAM&AW
Reeve Aleutian Airways, Inc.		ALPA			******				
SFO Helicopter Airlines, Inc.		_			IBT			IBT	TWU
Seaboard World Airlines, Inc		IRT			ĪBŤ	TWU	TWŬ		
Southern Airways, Inc.					TWU	1 11 0	1110		SASEA
Texas-International Airlines, Inc.	AT.PA				ALPA		IAMAAW	ALEA	IAM&AW
Trans World Airlines, Inc		ALPA		TWI	TWU	IAM&AW	IAM&AW	ALBR	
United Air Lines, Inc.		ALPA	TWU	IAM&AW	ALPA	CWA	IAM&AW		(2)
Western Airlines, Inc.		ALPA	1 W U		ALPA	BRAC	IBT	BRAC	IBT
Wien Air Alaska, Inc.	ALPA				ALPA	DIMO	_ IAM&AW	IAM&AW	IAM&AW
Wright Air Lines, Inc.					VIII.V		- MINGAW	111110VV 11	***************************************

Railroad (MARINE)	Li- censed deck em- ployees	Li- censed engine- room em- ployees	Unli- censed deck em- ployees	Unli- censed engine- room em- ployees	Cap- tains, lighters, grain boats	Float- watch men bridge- men bridge opera- tors	Cooks, chefs, waiters
Ann Arbor RR		MEBA	SIU	SIU			SIU
Atchison, Topeka & Santa Fe Ry		MEBA.	IUP	M37777		CTT	
Baltimore & Ohio RR		TWU	SIU	TWU	ΙĻΑ	SIU	
Central RR. of New Jersey	MMP	MEBA	TWU	TWU	ILA		
Chesapeake & Ohio Ry.:	MMD	MEDA	CITI	USWA			
Chesapeake District Pere Marquette District		MEBA GLLO	SIU NMU	NMU			NIMIT
Erie-Lackawanna Ry		MEBA	SIU	TWU	ILA		INMO
Grand Trunk Western RR		MEBA	NMU	NMU	ILA		- NMU
Norfolk & Western Ry		MEBA	USWA	USWA	MEBA		- 11110
Penn Central Transportation Co		NMU	SIU	TWU	ILA	ILA	ŠIU
Reading Co		MEBA	NMU	NMU	1011	12371	
Western Maryland Ry						SIU	

ARSA

American Railway Supervisors Association.

RAILROADS

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 Employes.
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 Employes' 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
224110	& Station Employes.
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.

Only a portion of the craft or class.
 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.

MARINE

GLLO	Great Lakes Licensed Officers' Organization. International Longshoremen's Association.
ILA	
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	Seafarers International Union of North America.
TWU	Transport Workers of America.
USWA	United Steelworkers of America.