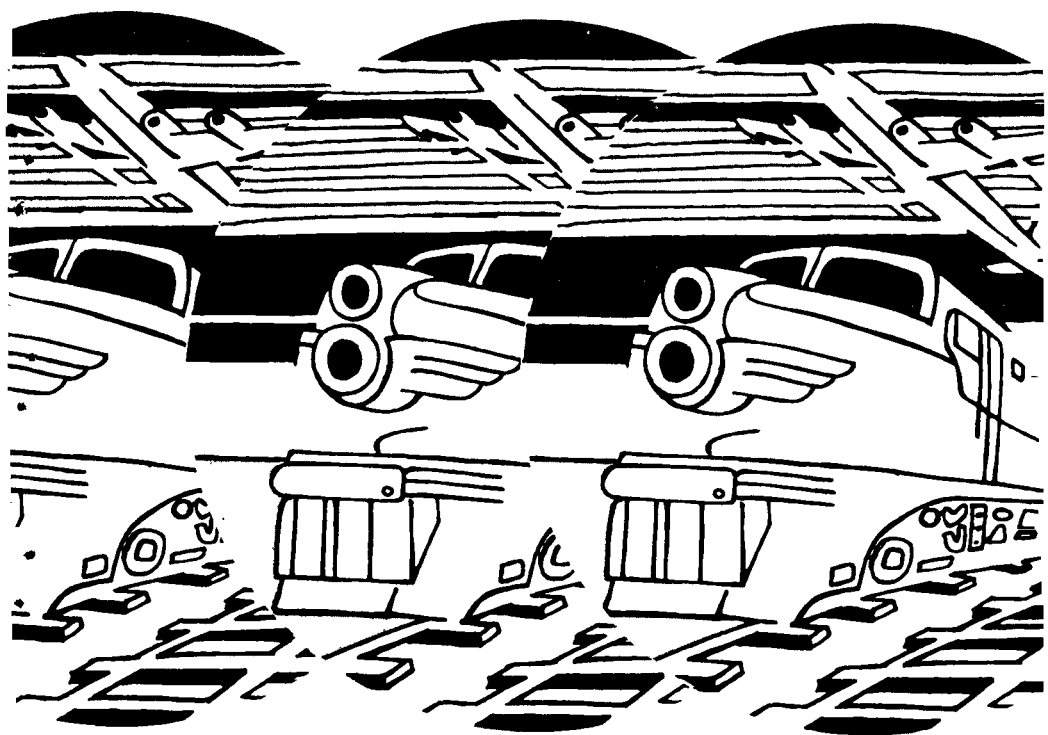


**Forty-Second
Annual Report of the
National Mediation Board
Including
The Report of the National
Railroad Adjustment Board**



**For The Fiscal Year Ended June 30, 1976
And The Transition Quarter Ended September 30, 1976**

Forty-Second
ANNUAL REPORT OF THE
**NATIONAL
MEDIATION
BOARD**

INCLUDING
THE REPORT OF THE
NATIONAL RAILROAD
ADJUSTMENT BOARD



*For the Fiscal Year Ended June 30, 1976 and the Transition
Quarter Ended September 30, 1976*

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON : 1977

NATIONAL MEDIATION BOARD

*Fiscal Year Ended June 30, 1976, including Transition Quarter Ended
September 30, 1976*

DAVID H. STOWE, *Chairman*
GEORGE S. IVES, *Member*
KAY McMURRAY, *Member*
ROWLAND K. QUINN, JR., *Executive Secretary*
E. B. MEREDITH, *Staff Director/Mediation*
WILLIAM E. FREDENBERGER, JR. *General Counsel*
MICHAEL CIMINI, *Senior Research Analyst*
RONALD ETTERS, *Hearing Officer*
JAMES ARMISHAW, *Research Analyst*
C. RICHARD MISERENDINO, *Hearing Officer*

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, 73d Congress, approved June 21, 1934. I have the honor to submit the Forty-second Annual Report of the National Mediation Board for the fiscal year and transition quarter ended September 30, 1976 together with the annual report of the National Railroad Adjustment Board, as required by section 3, First (w), of the same act.

DAVID S. STOWE, *Chairman.*

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I. SUMMARY AND OBSERVATIONS

This report summarizes the activity of the National Mediation Board in its work of administering the Railway Labor Act during the fiscal year and transition quarter ending September 30, 1976. This report also includes a summary of the activities of the National Railroad Adjustment Board for the same period.

The Railway Labor Act is the Federal legislation specifically designed to establish a code of procedure for handling labor relations in the vital rail and air transportation industries. The statute provides a complete set of tools to be used in achieving industrial peace at all levels of negotiations.

These procedures include, in the first instance, a requirement that the parties directly negotiate in an effort to resolve differences which may arise in making new agreements or revising existing agreements. Subsequent steps include assistance to the parties through the mediatory services of the National Mediation Board, voluntary final and binding arbitration by an impartial neutral person, and, in certain instances, investigation and recommendation by a Presidential board.

Procedures are available to dispose of disputes involving the interpretation or application of existing agreements between the parties.

All of these tools are available for use by the parties in finding a solution to their own labor relations problems. Providing tools, however, does not in itself assure a peaceful resolution of the differences between the parties. The procedures of the Railway Labor Act provide the means by which the parties may reach a settlement of their problems but the duty of the parties to make their own decisions is not usurped by the act. The act should not be used as a shield by the parties to avoid their duties and responsibilities to the public to settle promptly all disputes relating to making and maintaining agreements concerning rates of pay, rules, and working conditions of employees. The parties themselves have an obligation to conduct their labor relations in a manner that will prevent interruption to transportation services so vital to the needs of the public and the general welfare of the Nation.

Railway Labor Act—Development

The 1926 Railway Labor Act resulted from proposals advanced by representatives of management and labor outlining comprehensive procedures and methods for the handling of labor disputes founded upon practical experience gained by the parties under many previous laws and regulations in this field.¹ Public Law 69-257.

Because of the importance of the transportation service provided by the railroads and because of the peculiar problems encountered in this industry, special and separate legislation was enacted to avoid

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

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

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

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

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

The amended act of 1934 retained the procedures in the 1926 act for the handling of controversies between carriers and their employees growing out of proposals to make or change collective bargaining agreements concerning rates of pay, rules, or working conditions. The procedures outlined in the act for handling this type of dispute are: Conferences by the parties on the individual properties in an effort to settle the dispute; mediation by the National Mediation Board; voluntary arbitration; and, in special cases, emergency board procedure. 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 (National Railroad Adjustment Board procedure) were made applicable to common carriers by air engaged in interstate commerce or transporting mail for or under contract with the U.S. Government. Special provisions, however, were made in title II of the act for the handling of disputes arising out of grievances in the airline industry. 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, 11th) 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 the Board, was amended on August 31, 1964, to provide that members of the Mediation Board, who are appointed for 3-year terms expiring on July 1, shall continue to serve upon the expiration of the term of office until a successor is appointed and shall have qualified. Public Law No. 88-542.

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

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

the request either 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 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 the United Transportation Union. Under the provisions of this amendment, the membership of the Adjustment Board was cut from 36 members to 34 members, 17 selected by the carriers and 17 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 concerning 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 utilizing a secret-ballot election or other appropriate method to determine the 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, 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 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. Conferences may continue from time to time until a settlement or deadlock is reached. During this period and for a period of 10 days following the termination of a 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 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. Historically, more than 95 percent of the cases handled by Board mediators have been 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 voluntary

procedure by the parties which may conclusively dispose of the issue at hand. The parties are not required to accept the arbitration procedure; one or both parties may decline to utilize this method of disposing of the dispute. But if the parties do accept this method of terminating the issue the act provides in sections 7, 8, and 9 a comprehensive arrangement by which the arbitration proceedings will be conducted. The Board has always felt that arbitration should be used by the parties more frequently in disposing of disputes which have not been settled in mediation. (It is significant to note that in recent years in the airline industry 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 42 years the National Mediation Board has been in existence, 187 emergency boards have been created. In most instances the recommendations of the boards have been accepted by the parties as a basis for resolving their disputes without resorting to a final test of economic strength. In other instances, the period of conflict has been shortened by the recommendations of the boards which narrowed the

area of disagreement between the parties and clarified the issues in dispute.

In the early days of World War II, the standard railway labor organizations, as represented by the Railway Labor Executives' Association, and the carriers agreed that there should be no strikes or lockouts and that all disputes would be settled by peaceful means. The procedure under the Railway Labor Act presupposes strike ballots and the fixing of strike dates as necessary preliminaries to any threatened interruption to interstate commerce and the appointment of an emergency board by the President. The Railway Labor Executives' Association suggested certain supplements to the procedures of the act for the peaceful settlement of all disputes between carriers and their employees for the duration of the war. As a result of these suggestions the National Railway Labor Panel was created by Executive Order 9172, May 22, 1942. The order provided for a panel of nine members appointed by the President. The order provided that if a dispute concerning changes in rates of pay, rules, or working conditions was not settled under the provisions of section 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

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 has been the peaceful settlement of literally thousands of potentially volatile issues without strike activity having occurred. Additionally 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.

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 move-

ment 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 13 work stoppages occurring during fiscal year 1976 which ended on June 30, 1976, in industries covered by the Railway Labor Act. Ten of these stoppages occurred in the airline industry, and three occurred in the railroad industry. From July 1, 1976, through September 30, 1976, there were four work stoppages, all occurring in the airline industry.

A-9519—*National Airlines and Association of Flight Attendants*

On September 1, 1975 some 1,400 flight attendant employees struck the carrier forcing a total suspension of operations. The Labor Day strike commenced when the parties failed to reach agreement on a new

contract. Unresolved issues at the time of the work stoppage included wages, working conditions, and fringe benefits. The strike continued for 127 days until an agreement was reached by the parties. The carrier resumed operations on January 6, 1976.

A-9524—*Staten Island Rapid Transit Operating Authority and United Transportation Union*

A-9686—*Staten Island Rapid Transit Operating Authority and United Transportation Union*

This commuter railroad suspended operations when two separate disputes resulted in work stoppages by locomotive engineers on December 11, 1975, and by trainmen and conductors on December 18, 1975. Disputed issues were similar in both disputes, and involved changes in rates of pay, hours of work, sick leave, and related benefits and/or entitlements. Both disputes were complicated (further) by the fact that the carrier was named as an entity subject to the New York Financial Emergency Act for the city of New York, a State statute which mandated a "wage freeze" and prohibited the carrier from entering into any labor agreement not authorized by the newly created Emergency Financial Control Board. A back-to-work agreement covering both disputes was concluded on April 19, 1976, and the carrier subsequently resumed operations. Thereafter, a final and complete settlement of both disputes was concluded through the efforts of the two representative organizations and the carrier with the aid of Board mediation.

A-9656—*Airlift International and Air Line Pilots Association*

On November 14, 1975, the pilot employees of the carrier began a walkout after rejecting a carrier proposal to extend the previous agreement. On March 1, 1976, the parties resolved their differences and concluded a back-to-work agreement providing for a staged return to a full schedule of operations. A partial flying schedule began on March 8, 1976, and a full-time schedule was resumed during the period covered by this report.

A-9678—*Northwest Airlines and Air Line Pilots Association*

This 3-day strike commenced August 4, 1975, when 1,559 pilot employees withdrew their services in a dispute with the carrier. Major issues leading to the work stoppage included working conditions and retirement benefits. The dispute was resolved with the assistance of Board mediation and an agreement was reached between the parties on August 7, 1975, ending the stoppage.

A-9703—*Elgin, Joliet and Eastern Railroad and the United Transportation Union*

This 5-day work stoppage resulted when the carrier and the representative organization failed to resolve an agreement covering rates of pay for train service employees. The strike began February 26, 1976, and was subsequently settled on March 1, 1976, after the parties reached an agreement with the assistance of Board mediation.

A-9708—*Modern Air Transport and Air Line Pilots Association*

Pilot employees of this supplemental air carrier began a work stoppage on September 1, 1975, after negotiations on certain proposed changes in the pilot employees agreement came to a standstill. Follow-

ing the work stoppage the carrier ceased operations, and the carrier had not resumed operations during the period covered by this report.

A-9766—*Scandinavian Airline and International Brotherhood of Teamsters*

Approximately 180 cargo and passenger service employees began a work stoppage when representatives of this foreign air carrier and the employees' representative organization failed to agree on a new agreement. The strike commenced on November 24, 1975, and a mediation agreement resolving the dispute was reached by the parties on December 19, 1975. The mediation agreement stipulated that all remaining outstanding issues would be submitted to final and binding arbitration. On December 24, 1975, the arbitrator issued an award establishing new rates of pay and work assignments by classification in accordance with seniority.

A-9780—*Altair Airline and International Association of Machinists and Aerospace Workers*

The mechanics and related employees of this commuter carrier commenced a work stoppage on November 24, 1975, when negotiations over rates of pay, benefits, rules, and working conditions became deadlocked. The 105-day stoppage was concluded when the parties resolved their dispute with the aid of Board mediation, and a mediation agreement between the parties was signed on March 4, 1976.

A-9785—*Golden West Airlines and International Brotherhood of Teamsters*

Flight deck crewmembers struck the carrier as a result of unresolved pay, rules, and related issues on March 12, 1976. On March 17, 1976, the employees returned to work pending final resolution of the dispute, and on March 25, 1976, the parties concluded an agreement with the aid of Board mediation. The agreement resolved all previously disputed issues.

A-9802—*Alaska Airlines and Association of Flight Attendants*

Some 150 flight attendant employees struck the carrier on September 28, 1976, when negotiations on a new wage and rule agreement became deadlocked. The strike continued for 24 days until the parties reached an agreement on all outstanding issues. Striking employees returned to work on October 21, 1976.

A-9808—*New York Airways and International Association of Machinists and Aerospace Workers*

Approximately 70 cargo, passenger service, ramp, and maintenance employees engaged in a 1-day work stoppage after a previously negotiated proposed agreement was rejected in a ratification vote by the employees. The stoppage began on March 30, 1976, and an agreement was reached by the parties with the aid of Board mediation on March 31, 1976. The principal issue in the dispute involved the earlier proposed wage agreement which had failed ratification by the membership.

A-9814—*World Airways and International Brotherhood of Teamsters*

A-9815—*World Airways and International Brotherhood of Teamsters*

A-9816—*World Airways and International Brotherhood of Teamsters*

A-9817—World Airways and International Brotherhood of Teamsters

On May 27, 1976, approximately 500 pilots and flight engineers, flight attendants, mechanics and related, and stock clerk employees commenced a work stoppage against this supplemental air carrier. Major issues in dispute in all four cases involved wages, hours, and working conditions. On June 4, 1976, the parties reached agreement with the aid of Board mediation on all outstanding issues and all four working agreements were subsequently ratified. The carrier resumed operations on June 5, 1976.

A-9842—United Airlines and International Association of Machinists and Aerospace Workers

A strike by approximately 18,000 aircraft mechanics and ground service, stores, and flight dispatcher employees began on December 6, 1975, when the carrier and the representative organization were unable to reach a new agreement. Major issues in the dispute involved the carrier's utilization of part-time employees and the question of work assignments and job security. An agreement between the parties settling all outstanding issues was reached on December 19, 1975, with the assistance of Board mediation. Carrier operations resumed on December 21, 1975.

A-9883—San Francisco Helicopter Airlines and Transport Workers Union

The mechanics and related employees of this helicopter carrier withdrew their services after a previously negotiated proposed agreement failed ratification by the employees. Subsequently, the carrier ceased operations and the carrier remained shut down during the period covered by this report.

A-9897—Trans World Airlines and International Association of Machinists and Aerospace Workers

On September 18, 1976, the carrier's 13,000 mechanics and ground service personnel withdrew their services over the issue of full retroactivity of negotiated wage increases. This 1-day strike was terminated when the parties reached an agreement with the assistance of Board mediation on all outstanding issues in the dispute.

A-9924—Rio Airways and Union of Professional Airmen

On August 25, 1976, the pilot employees of this commuter carrier commenced a work stoppage after the carrier and the representative organization failed to agree on an initial collective bargaining agreement. The carrier employed replacement pilots and has continued to operate with such replacements.

2. THREATENED STRIKES

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

During the past fiscal year one emergency board was created by Executive order of the President after notification by the Board pursuant to section 10 of the act.

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

No. 187 (E.O. 11876), issued October 10, 1975. National Railway Labor Conference, and certain of their employees represented by the Railway Employees' Department (AFL-CIO).

Section 5 of the act also provides a procedure for handling threatened strikes. Under this provision of the act the Mediation Board may proffer its services in case any labor emergency is found to exist at any time. The Board will, if the occasion warrants action under this provision on its own motion, enter into an emergency situation which threatens to interrupt interstate commerce and endeavor to assist the parties in working out an arrangement which will dispose of the threat to rail or air transportation. However, failure or unwillingness of the parties to respond to the Board's concern after a proffer of arbitration can impede settlement and is inconsistent with their obligation to make and maintain agreements.

Usually these emergency situations occur when a notice is issued by the employees that they intend to withdraw from the service of the carrier. Investigation often indicates, however, that the procedures of the act have not been exhausted when the notice of withdrawal from service by the employees is issued. Frequently, it is found that the notice procedures of section 6 of the act have not been followed, or that the act's mandate of direct negotiations has not been fulfilled.

The mediation and arbitration procedures of the act are available to handle major disputes in both industries. The 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 Act on Its 50th Birthday

The bicentennial year celebrating our Nation's independence also marked the 50th anniversary of the Railway Labor Act. In honor of the occasion the National Mediation Board sponsored a unique 2-day symposium for the purpose of evaluating the past five decades of labor relations experience under the act.

The symposium held at Sarasota, Fla., brought together nearly 250 representatives of labor and management along with academicians, arbitrators, and other outstanding authorities on labor-management relations. The focus of the symposium was on the presentation of scholarly papers evaluating the major provisions of the act, namely representation, mediation, emergency board, interest arbitration, and grievance arbitration. The separate papers will be published in July 1977 and this compilation of scholarly work will constitute the first comprehensive study of labor-management relations in the railroad and airline industries.

Technical Assistance

The symposium provided an opportunity for labor and industry representatives to meet informally with mediators and staff of the Board, and with their respective labor and industry counterparts.

The success of the symposium led labor and industry representatives to request the Board to conduct future conferences and workshops. The Board surveyed the needs and demands of both industries and concluded that future informal mediatory and technical service efforts should be geared to condition and improve the climate for formal negotiations at both the national and local level in the railroads, and at the carrier level in the airlines.

These activities enable labor and industry representatives to explore jointly, in an informal atmosphere away from the strain and tension of formal negotiations, the relevant economic and noneconomic facts which condition collective bargaining in the railroad and airline industries and encourage bargaining representatives to identify areas of mutual concern and hopefully narrow areas of disagreement. Efforts directed at improving railroad and airline collective bargaining relationships minimize the possibility of work stoppages in these two vital industries, and such efforts are consistent with the general purposes of the Railway Labor Act, as amended, and the statutory functions of the National Mediation Board.

Illustrative of such technical assistance activities are the following:

1. Prenegotiation conferences geared to influence the quantity and quality of proposals subsequently made by the parties during formal negotiations. The objective in this instance would be to free negotiations of the sometimes voluminous number of extraneous proposals which often characterize formal negotiations and consume an inordinate amount of time during the negotiation process;
2. Informal conferences and meetings to provide the parties an opportunity to explore a range of voluntary and creative procedures including the more effective use of voluntary arbitration;
3. Workshops for the purpose of educating inexperienced negotiators in the major dispute provisions of the Railway Labor Act, and in the functions and duties of the National Mediation Board;
4. Research efforts aimed at identifying and cataloging techniques and solutions successfully employed in past negotiations. Ideally, such an inventory would encompass a wide and diverse range of issues as well as the techniques and bargaining procedures employed.

Recent Innovations in Collective Bargaining

The Air Line Employees Association and National Airlines as well as the Air Line Pilots Association and Braniff Airways have entered into agreements calling for binding arbitration of unresolved issues in their next round of negotiations.

The terms of the National Airlines procedural agreement limits the parties to a maximum of 10 issues in their initial openers. In the event direct negotiations do not produce an agreement a joint application for mediation will be made by the parties. If no agreement is

reached in mediation by a given date, the National Mediation Board shall proffer arbitration and the parties stipulate that they will agree to arbitrate. An interesting feature of this agreement lies in the provision that it shall remain in effect from the date of signing until 60 days after the initial implementation of the arbitration procedures.

The Braniff agreement also sets forth a timeframe for negotiations and mediation. If arbitration is invoked, the parties shall submit to the arbitrator their last offers or positions on the open issues not to exceed 15 in number by either party. The award of the arbitration board shall be confined to the open issues within those last offers and positions and shall provide for an agreement of not more than 24 months duration from the last amendable date.

These two agreements, if they successfully serve the interests of the parties, may result in more effective use of arbitration in the airline industry.

***Availability of Information
Freedom of Information Regulations
Federal Register, 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, Ill. 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 10 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

NMB Fee Schedules

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

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, 15 cents per copy of each page.
2. Copying of microfilm, 50 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 copying any record.
4. Nonclerical 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 per certification 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.
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.

REGIONAL RAIL REORGANIZATION ACT OF 1973

The Regional Rail Reorganization Act of 1973, Public Law 93-236 provided, among other matters, for the establishment of the U.S. Railway Association and the Consolidated Rail Corp. as well as allocating certain responsibilities to the National Mediation Board.

Section 504 of the act, captioned Collective-Bargaining Agreements, directs in subsection (b) that the National Mediation Board shall appoint a neutral referee in the event the parties fail within specified periods to perfect the terms of agreements implementing the transfer of each craft or class of employees to the Consolidated Rail Corp. and are unable to jointly select a neutral to adjust any remaining differences regarding such agreements. Subsection (f) of section 504, added by the 1976 amendments to the act, requires the National Mediation Board to exercise like responsibilities regarding agreements implementing the transfer of employees to the National Railroad Passenger Corp. Under both subsections, the decision of the neutral referee is final and binding.

Section 505 of the act, Employee Protection, assigns the National Mediation Board the responsibility of appointing a third qualified

real estate appraiser in unresolved disputes with respect to the liquidation of a protected employee's property rights in his or her current residence. Such appointments will be made by the Board upon request when the appraisers selected by the parties fail to agree on the appropriate compensation for any losses sustained and are unable to jointly select a third appraiser. The decision of a majority of the appraisers is binding upon the parties.

Section 507 of the act, Arbitration, provides that any dispute or controversy with respect to the interpretation, application, or enforcement of title V of the act, except as otherwise expressly limited, may be submitted by either party to an adjustment board created and administered under section 3, second, of the Railway Labor Act. Under appropriate circumstances, therefore, the National Mediation Board is responsible for appointing the neutral member of such adjustment boards and/or designating one or more of the partisan members. Any two members of a board so convened are competent to render a final and binding award.

The National Mediation Board was not requested to perform any appointments under the foregoing provisions of the Regional Rail Reorganization Act of 1973 during fiscal year 1976 or the transition quarter covered by this report although several panels of neutrals were furnished at the parties' request.

RAILROAD REVITALIZATION AND REGULATORY REFORM ACT OF 1976

The Railroad Revitalization and Regulatory Reform Act of 1976, Public Law 94-210, provided, among other matters, for the implementation of the final system plan as adopted by the U.S. Railway Association and the establishment of the Operations Review Panel as well as assigning certain responsibilities to the National Mediation Board.

The protective arrangements prescribed by the Secretary of Labor pursuant to section 516 of the act, Employee Protection, contain several provisions which require the National Mediation Board to appoint a neutral referee in the event the parties are unable to do so within the time periods specified. Such provisions are found in paragraphs 4(b), 11(a) and 12(d) of the protective conditions adopted by the Secretary. In view of the July 6, 1976, effective date of these provisions, no appointments were made by the Board in fiscal year 1976 and none were requested during the transition quarter.

Section 702 of the act established a body known as the Operations Review Panel which was to be representative of the various public and private rail entities utilizing the Northeast corridor's rail transportation facilities. With limited exceptions, the Panel was provided with complete authority to take such actions as are necessary to resolve differences of opinion concerning all operational matters within the eight Northeast corridor States and the District of Columbia which arise among the National Railroad Passenger Corp., other corridor railroads, and the State, local, and regional agencies responsible for furnishing the corridor's commuter rail, rapid rail, or rail freight services. Decisions of the Panel are final and binding on the parties and are not subject to review by any court.

As provided by the act, the Panel consists of five members, three of whom are appointed by the constituent rail carriers and commuter rail authorities and two who are selected by the Chairman of the National

Mediation Board. Incident to this authority, and after careful consideration, Mr. David H. Stowe, the Board's Chairman, appointed Mr. Francis A. O'Neill and Mr. Maynard E. Parks as the neutral members of the Panel on March 25, 1976. The rules of procedure subsequently adopted by the Panel provide that the body shall be chaired by one of the neutral members who shall, however, retain full voting privileges while serving as Chairman. Mr. Maynard E. Parks was selected by the Panel's membership to serve as their first Chairman.

During fiscal year 1976 and the transition quarter, the Panel's activities addressed substantial internal organizational matters including the adoption of the previously noted rules of procedure.

4. COURT DECISIONS

This section of the annual report is an analysis of significant Federal court decisions pertinent to the operations of the National Mediation Board, the National Railroad Adjustment Board and other adjustment boards constituted pursuant to the Railway Labor Act as well as to other matters covered in the report. While this section is intended to be comprehensive it should not be considered exhaustive. Decisions known to be under appeal at the time of printing are not included.

Duty to Bargain

The duty to bargain in good faith imposed upon carriers and labor organizations by section 2, first of the Railway Labor Act, 45 U.S.C. § 152, first was dealt with in *National Airlines, Inc. v. Air Line Pilots Association*, 91 LRRM 2679 (SD Fla. 1975). In that case individual members of the union's negotiating committee agreed during negotiations with the carrier to recommend to the union membership a specific contract proposal but subsequently announced to the membership their official opposition to the proposal. The individuals were found to have violated their duty imposed by section 2, first of the act to exert every reasonable effort to make and maintain agreements with the carrier and their agreement to exert their best efforts to secure expeditious ratification of the proposal. The Court issued a preliminary injunction against such activity by the committee members and ordered a second ballot to be taken with respect to ratification. However, in a subsequent proceeding involving the same parties, 93 LRRM 2509, the Court, noting that the defendant labor organization had been ousted as the collective bargaining representative of the carrier's employees, refused to grant a permanent injunction and characterize the carrier's request therefor as being motivated either by irrational and unfounded fear of harm or unmitigated desire for vengeance. In the second proceeding the Court also found no cause of action for damages by the carrier against the defendants for failure to bargain in good faith and that the act preempted any cause of action by the carrier against the defendants in State courts for breach of contract.

The U.S. Court of Appeals for the First Circuit held in *International Association of Machinists & Aerospace Workers v. Northeast Airlines, Inc.*, 536 F. 2d 975 (1 Cir. 1976), *cert. denied*, — U.S. — (1976) involving the merger of Northeast Airlines, Inc. into Delta Airlines, Inc. that in the absence of a National Mediation Board certification there was no duty on the part of Delta to negotiate with the labor organization which had represented a majority of Northeast's

employees prior to the merger. In the court's view the merger created real doubts as to whether the organization did in fact represent a majority of Delta's employees. The court then found that such matter was not within its jurisdiction but must be left to the resolution of the National Mediation Board. The court distinguished the case before it from *John Wiley & Sons, Inc. v. Livingston*, 376 U.S. 543 (1964) which involved the question of the duty to arbitrate rather than to negotiate.

In *Brotherhood of Railway, Airline & Steamship Clerks v. Railway Express Agency, Inc.*, 523 F. 2d 164 (2 Cir. 1975) *cert. denied*, 423 U.S. 1073 (1976), the U.S. Court of Appeals for the Second Circuit held that the terms of the Bankruptcy Act take precedence over those of the Railway Labor Act to the extent that a company in bankruptcy, other than a railroad, covered by the Railway Labor Act may be permitted to disavow an existing collective bargaining agreement and institute unilateral changes in terms and conditions of employment without regard to the Railway Labor Act which otherwise would proscribe such action. In that case REA Express filed for bankruptcy and petitioned the bankruptcy court to disavow its collective agreements pursuant to section 13 (1) of the Bankruptcy Act, 11 U.S.C. § 713 (1), upon a showing that they were onerous and burdensome. The bankruptcy court denied the petition on the ground that the Railway Labor Act prohibited such action, but on appeal the U.S. District Court for the Southern District of New York reversed. The second circuit affirmed the district court's opinion, holding specifically that the "elaborate bargaining procedures" required by the Railway Labor Act need not be observed by REA Express, but that the company need only to give reasonable notice to existing collective bargaining representatives of its intention to implement unilateral changes, negotiate for a reasonable period and then implement the changes.

The question of subcontracting as a subject of collective bargaining under the Railway Labor Act was examined by the U.S. Court of Appeals for the Second Circuit in *Japan Airlines Co. v. International Association of Machinists & Aerospace Workers*, 538 F. 2d 46 (2 Cir. 1976). The union sought an order compelling the carrier to bargain over the company's longstanding practice of subcontracting maintenance and ground service work at various airports in the United States. The court held that the subcontracting was not a mandatory subject of bargaining under section 2, first of the act. The court found that the subcontracting was not directly related to rates of pay, rules, or working conditions of employees represented by the union and that the benefits which may accrue to existing union members by requiring the carrier to bargain about subcontracting were outweighed by the carrier's interest in retaining basic control over the size and direction of its enterprise. The court particularly noted the insubstantial connection between the subcontracting and the interests of existing employees represented by the union. Specifically, the principal beneficiaries of the union's proposal would be persons hired to fill newly created jobs and existing employees represented by the union had substantial protection from the effects of subcontracting by a clause in their collective bargaining agreement restricting their furlough.

In *Union of Professional Airmen v. Air South, Inc.*, 92 LRRM 2515 (ND Ga. 1976) the court held that a carrier's decision to contract

with another carrier for services involving work which was being performed by the contractor's employees who were covered by an existing collective bargaining agreement was a mandatory subject of collective bargaining and could not be made unilaterally without bargaining with the employees collective bargaining representative. The case involved two non-certificated air carriers under common control of a single individual. Both carriers had employees performing similar services who were represented for purposes of collective bargaining, although by a different labor organization and thus subject to different collective bargaining agreements. The individual controlling both carriers unilaterally contracted one carrier with the other for the performance of services on both thereby effectively eliminating the services performed by the contractor. The employees of the contractor who had been performing the services were then made the employees of the carrier with whom the contract was made, thus eliminating their collective bargaining agreement and placing them under the other agreement which was more favorable to the carrier. Noting that both companies remained separate entities, the court rejected the carrier's contention that there had been a merger and analogized the arrangement to unilateral subcontracting of work which had been performed by employees represented for purposes of collective bargaining.

Jurisdiction of the National Mediation Board

In *Lum v. China Airlines, Co.*, 413 F. Supp. 613 (DC Hi. 1976) a discharged employee who had been engaged in union activity sued the carrier. The court held that it had jurisdiction over the employee's cause of action under section 2, fourth of the Railway Labor Act, 45 U.S.C. §152, fourth, which proscribes interference by a carrier with an employee's right to engage in union activity. The court specifically rejected the contention that the National Mediation Board had exclusive jurisdiction over the action.

In *Aircraft Mechanics Fraternal Association v. United Airlines, Inc.*, 406 F. Supp. 492 (ND Cal. 1976) an incumbent labor organization was challenged, and during the pendency of the representation proceeding before the National Mediation Board the incumbent bargained with the carrier as to the renewal or amendment of an existing agreement. The challenging labor organization brought suit alleging that the negotiations constituted carrier interference with the selection or designation by its employees of their representatives for purposes of collective bargaining protected by section 2, third of the act, 45 U.S.C. § 152, third. The organization also contended that the carrier's rule prohibiting distribution of union literature in nonworking areas during nonworking time and its policy of allowing supporters of the incumbent to engage in organizational activities on its property while prohibiting the challenger from doing so constituted unlawful interference. The court found all these matters within the exclusive jurisdiction of the National Mediation Board investigating the underlying representation dispute pursuant to section 2, ninth of the act, 45 U.S.C. § 152, ninth. The court also found that activities complained of did not as a matter of law amount to carrier domination of a labor organization such as would vest jurisdiction in the court under section 2, third of the act.

In *Jasinski v. International Association of Machinists & Aerospace Workers*, 90 LRRM 3021 (ND Ga. 1975) (not officially reported), *aff'd* 517 F. 2d 478 (5 Cir. 1975), *cert. denied*, 424 U.S. 909 (1976) individual members of a labor organization challenged the manner in which the organization and the carrier bargained collectively. Although the labor organization held certifications for separate crafts or classes of employees and was recognized as the representative of others the organization and the carrier covered all represented crafts or classes under a single collective bargaining agreement. The court turned aside the employees' challenge on the ground that the dispute was representational in nature and within the exclusive jurisdiction of the National Mediation Board.

**Judicial Review of
National Mediation Board
Representation Determinations**

The court in *International Association of Machinists & Aerospace Workers v. National Mediation Board*, 409 F. Supp. 113 (D.C.D.C. 1976) dismissed an action by a labor organization for injunctive relief against the National Mediation Board to prevent the Board from conducting a representation election. The Board had denied the organization intervention, and consequently appearance on the election ballot, because the organization's application to intervene was untimely. Turning aside allegations of lack of due process resulting from insufficient notice, failure to comply with the publication requirements of the Administrative Procedure Act, misleading statements by Board members and violation of the Railway Labor Act, the court found that the Board's action was unreviewable inasmuch as it was not in excess of its statutory authority or violative of any statutory mandate.

In *Air Line Pilots Association v. Braniff Airways, Inc.*, 411 F. Supp. 319 (ND Tex. 1976) it was held that a carrier may not collaterally attack the status of a labor organization certified by the National Mediation Board. In that case ALPA was the certified representative of the craft or class of flight attendants, but the carrier contended that the employees were members of the Association of Flight Attendants and not ALPA, thus depriving ALPA of party status in the proceeding before the court. The court held that the carrier was estopped by the certification to question ALPA's right to represent the flight attendants and that to follow the carrier's argument would require judicial determination of the scope of the collective bargaining unit and union membership, functions reserved exclusively to the Board by section 2, ninth of the act.

Discovery of Information Obtained During Mediation

In *National Airlines, Inc. v. Air Line Pilots Association*, 92 LRRM 3600 (D.C.D.C. 1976) the court faced with a breach of contract action quashed subpoenas for depositions of Federal mediators who had mediated a collective bargaining dispute between the parties to the litigation. The court held that such discovery was barred by applicable agency regulations and that the parties to the mediation were bound by those regulations. The court also found that disclosure of information obtained by Federal mediators in the course of their duties cannot be exacted in disputes between private parties except under the most

unusual and compelling circumstances which the court found not to exist. Additionally, the court viewed the information sought as apparently not crucial to any issue in the case and at best of dubious relevance.

Adjustment Board Proceedings

It is well established that under the Railway Labor Act adjustment boards have exclusive jurisdiction over employee grievances. It sometimes is said that an employee must "exhaust" his remedies before an adjustment board as a condition precedent to instituting a court action with respect to the claim or grievance, but under the act no jurisdiction exists in any court to adjudicate matters within the exclusive jurisdiction of an adjustment board.

It is equally well established that such exclusive jurisdiction does not exist and exhaustion is not required where resort to an adjustment board would be futile. This may occur in the case of wrongful treatment by a carrier of an employee in conjunction with a breach of duty of fair representation by a labor organization having the duty to represent the employee.

However, the structure and composition of adjustment boards, i.e., equal numbers of carrier and labor representatives who could dispose of a case without a neutral, are insufficient without more to render exhaustion futile and defeat the exclusive jurisdiction of the adjustment board. *Kennan v. Pan American Airways, Inc.*, 93 LRRM 2621 (ND Cal. 1976); *James v. Union Pacific RR.*, 93 LRRM 2857 (DC Neb. 1976). As the court held in *Horton v. United Transportation Union*, 92 LRRM 3546 (SD Ga. 1976), the mere fact that union and company officials must oversee or administer the available remedies is insufficient, standing alone. There must be an affirmative showing of conspiracy or collusion between the representative and the carrier.

The impact of a merger upon the jurisdiction of the National Railroad Adjustment Board to arbitrate a dispute as to the interpretation or application of a premerger collective bargaining agreement arose in *Burlington Northern, Inc. v. American Railway Supervisors Assn.*, 527 F. 2d 216 (7 Cir. 1975). The board had rendered awards on claims by a labor organization that a carrier had violated the maintenance of membership agreement and had failed to bulletin vacancies, all as required by a premerger collective bargaining agreement. The court rejected the carrier's contention that the claims were arbitrable exclusively under the merger protective agreement and held that the Board had jurisdiction.

In *Sheehan v. Union Pacific RR. Co.*, 423 F. Supp. 324 (DC Utah 1976) the court held that the National Railroad Adjustment Board is an improper party defendant to an action under section 3, first (q) of the act, 45 U.S.C. § 153, first (q), to review its award. In so holding the court followed the U.S. District Court for the Northern District of Illinois which reached the same decision several years ago in *System Federation No. 30 v. Braidwood*, 284 F. Supp. 607 (ND Ill. 1968).

Noting its consistent holding that upon review of a National Railroad Adjustment Board award a court must apply the narrow standards of section 3, first (q) of the act, the Seventh Circuit ruled in *Kotakis v. Elgin, Joliet & Eastern Ry.*, 520 F. 2d 570 (7 Cir. 1975), *cert. denied*, 423 U.S. 1016 (1975) a court may not apply a "clearly

erroneous" standard. Thus, even if an award is "clearly erroneous" such a showing is insufficient to warrant setting the award aside.

The same case shields from inquiry the burden of proof imposed by the Adjustment Board. Holding that the Railway Labor Act does not confine the board to a particular standard of proof in determining a claim before it, the court rejected the contention that the Board improperly required a claimant to demonstrate the merits of his claim beyond a reasonable doubt. The court found that inquiry into the issue would invade the Board's province under the act.

The issue of whether, absent official notice from an adjustment board, a claimant has received "due notice" as provided in section 3, first (j) of the act, 45 U.S.C. § 3, first (j), was dealt with by two courts of appeal during the period covered by this report. The seventh circuit in the *Kotakis* case, *supra*, found sufficient notice upon the simple showing that a claimant had authorized his collective bargaining representative to represent him before the Adjustment Board with respect to his grievance and knew that his grievance had been submitted to the Board. However, in *Cole v. Erie Lackawanna Ry.*, 541 F. 2d 528, (6 Cir. 1976), *cert. denied*, ---- U.S. ---- (1977) the sixth circuit found such knowledge and authorization insufficient notice within the meaning of section 3, first (j) where the claimant had been informed by his representative that he need not bring witnesses to the hearing on his claim and that he could not appear at the hearing.

Notice is not required where, because of the limited nature of the issues before the adjustment board, an award may affect an employee but would not preclude the employee from asserting rights personal to him in a subsequent proceeding. Thus, in *Burlington Northern, Inc. v. American Railway Supervisors Assn.*, *supra*, where the court reviewed two National Railroad Adjustment Board awards involving the applicability of a maintenance of membership agreement to a carrier, the court held that employees affected by the award need not be given notice inasmuch as those employees were free to advance in a subsequent action either before the Board or appropriate court any reason why they should not be compelled to join the labor organization. In the court's view the Adjustment Board adjudicated the question of whether the relationship between the union and the railroad included a requirement that the railroad direct employees to join the labor organization or lose their seniority. The awards required nothing of the affected employees. The court found that both the carrier and the union had sufficient interests in the proceedings before the Board to represent adequately their respective positions and that, accordingly, the case was distinguishable from previous rulings involving jurisdictional disputes with respect to which notice must be given to all labor organizations whose work jurisdiction may be affected by the award.

Whether attorneys' fees provided in section 3, first (p) of the act, 45 U.S.C. § 153, first (p), for a petitioner who prevails in the enforcement of an adjustment board award are recoverable on a counterclaim pursuant to that section where the initial action is brought for review pursuant to section 3, first (q) of the act, which contains no provision for attorneys' fees was answered in the affirmative by the seventh circuit in *Burlington Northern, Inc. v. American Railway Supervisors Assn.*, *supra*. Noting that under the Federal Rules of Civil Procedure

such counterclaim is mandatory, the court found that a contrary holding would frustrate the clear intent of the attorneys' fees provision by encouraging carriers to race to the courthouse and file a petition for review under section 3, first (q) before an aggrieved employee could file an enforcement action pursuant to section 3, first (p).

In *United Transportation Union v. Indiana Harbor Belt RR.*, 540 F. 2d 861 (7 Cir. 1976) the U.S. Court of Appeals for the Seventh Circuit brought itself in line with all other circuits which have dealt with the question and held that jurisdiction exists under section 3, first (q) to review the award of a public law board created pursuant to section 3, second of the act, 45 U.S.C. § 153, second. In so doing it specifically nullified what the court termed dicta in a prior decision, *Brotherhood of Railway, Airline & Steamship Clerks v. Special Board of Adjustment No. 605*, 410 F. 2d 520 (7 Cir. 1969), *cert. denied*, 396 U.S. 887 (1969) which indicated that such jurisdiction did not exist.

The sixth circuit's decision in *Cole v. Erie Lackawanna Ry.*, *supra*, not only substantially broadened the meaning of "due notice" under section 3, first (j) of the act, it also held the section and all of the rights it contains applicable to public law board proceedings. Previously, section 3, first (j) only had been held to apply to proceedings of the National Railroad Adjustment Board.

The fifth circuit held in *United Transportation Union v. Southern Pacific Transportation Co.*, 529 F.2d 691 (5 Cir. 1976) that a public law board award may be remanded to the board under section 153, first (m) of the act, 45 U.S.C. § 153, first (m). The court further held if such an award is ambiguous remand is required if the ambiguities cannot be resolved by considering nonspecialized extrinsic evidence. If, however, the ambiguities may be resolved by reference to such evidence which does not involve special expertise of the board the district court may resolve the conflict.

While nothing in section 3 of the act applies to airline system boards of adjustment, the courts reviewing the awards of such boards readily refer to the standards of review and procedural guarantees of section 3.

In *Northwest Airlines v. Air Line Pilots Association, Int'l.* 530 F. 2d 1048 (D.C. Cir. 1976), *cert. denied*, 426 U.S. 942 (1976) the court set aside an award of an airline system board of adjustment as being beyond its jurisdiction where due to an undisputed mistake of fact the board failed to decide an arbitrable issue. Specifically, the board refused to decide the meaning of a pilots' seniority list on the ground that the parties to the dispute had stipulated that the list did not include furloughed pilots, when in fact no such stipulation had been reached. The court distinguished the case from the situation where the board makes a decision as to the arbitrability of a particular subject under the applicable collective bargaining agreement.

Jurisdiction exists for a district court reviewing an award of an airline system board of adjustment to remand the award to the board. Such remand, rather than simply setting the award aside, is the proper remedy where the award is too vague and indefinite to be enforced. However, the court held that the award may and should be set aside if review of the record discloses that a full and fair hearing was not afforded to the parties. Upon setting aside the award the district court should formulate an appropriate remedy to provide for the resolution of the parties' differences by arbitration, including, if necessary, a pro-

cedure for selecting a new arbitrator. *Hart v. Overseas National Airways, Inc.*, 541 F.2d 386 (3 Cir. 1976).

Appendix C-1 to Rail Passenger Service Act

In *Brotherhood of Locomotive Engineers v. Burlington Northern, Inc.*, 92 LRRM 3436 (D.C. Minn. 1976) the court reviewed an arbitration award rendered under appendix C-1 to the Rail Passenger Service Act of 1970 providing for employee protection. Applying general standards for review of an arbitration award rather than the specific standards applicable to review of an adjustment board award under the Railway Labor Act, the court upheld the award which was generated by the failure of the carrier and the union to reach an agreement as required by article I, section 4 of appendix C-1 for the implementation of the protective conditions of appendix C-1. In so doing the court noted that Appendix C-1 is not a bargained for agreement but rather Federal law (a certification by the Secretary of Labor pursuant to the statute) the purpose of which is to protect employees but not to freeze their jobs.

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 commonly referred to as interpretation cases.

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

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

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

Another type of file which has been consuming an increasing amount of the Board's time is the "C" number designation series. The "C" number is given to miscellaneous disputes which may involve both representation and mediation applications. A "C" number may be given to a dispute which has been disposed of for identification purposes only. A total of 4,391 "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 among 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 1976 was 292. This is 12 less than was docketed in fiscal year 1975. For the transition quarter the total of all cases docketed was 77. The 292 figure shows an increase of 39 representation cases and a decrease of 49 mediation cases. This figure also shows that the total of interpretations docketed was 2 in fiscal year 1976 as compared to 4 in fiscal year 1975.

2. DISPOSITION OF CASES

Table 1, appendix C, further indicates that a total of 363 cases were disposed of in fiscal year 1976. When this is compared to fiscal year 1975 in which 298 cases were disposed of, there is noted an increase of 65 cases. For the transition quarter the total of all cases disposed of is 69. The 363 figure shows an increase of 39 representation cases; 93 in fiscal year 1976 and 64 in fiscal year 1975. The total mediation cases disposed of in 1976 was 267 as compared to 230 in fiscal year 1975, an increase of 37 cases. The total of interpretation dispositions was 4 in fiscal year 1975 as compared to 3 in fiscal year 1976. In the 42-year period, the Board has disposed of 14,516 cases.

3. MAJOR GROUPS OF EMPLOYEES INVOLVED IN CASES

Table 3, appendix C, shows that 31,044 employees were involved in 93 representation cases in fiscal year 1976. This number shows an increase of 22,508 from the prior year. Railroad employees accounted for 5,123 of the total in 37 disputes. Airline disputes, totaling 56 in number, involved 25,921 employees. For the transition quarter, 13,947 employees were involved in 28 representation cases. Railroad employees accounted for 1,448 of the total in 16 disputes. Airline disputes, totaling 12 in number, involved 12,499 employees.

Table 4 shows that of the total of all cases disposed of, railroad employees were involved in 240, while airline employees were involved in 123. In the railroad industry, the greatest activity was among train, engine, and yard service employees with a total of 119 cases; 4 representation cases and 115 mediation cases, and 0 interpretations of a mediation agreement case. In the airline industry, the same table indicates that clerical, office, fleet and passenger service employees were involved in 31 cases; 17 representation, 12 mediation, and 2 interpretation of a mediation agreement case. Pilots were involved in 22 cases; 9 representation and 13 mediation. Flight attendants were involved in 16 cases; 3 representation and 13 mediation. Mechanics and related employees were involved in 15 cases; 8 representation and 7 mediation.

For the transition quarter, for the total of all cases disposed of, railroad employees were involved in 39, while airline employees were involved in 30. In the railroad industry, the greatest activity was among train, engine and yard service employees with a total of 19 cases; 3 representation and 16 mediation. In the airline industry, clerical, office, fleet and passenger service employees were involved in 8 cases; 7 representation and 1 mediation. Flight attendants were involved in 6 cases; 1 representation and 5 mediation. Pilots were involved in 5 cases; 1 representation and 4 mediation.

Table 5 is a summary of crafts or classes of employees involved in representation cases disposed of in fiscal year 1976. Involved in a total of 93 disputes were 111 crafts or classes covering 31,044 employees. There were 37 railroad cases consisting of 47 crafts or classes numbering 5,123 or 16 percent of all employees involved in representation disputes. In the airline industry there were 56 cases consisting of 64 crafts or classes covering 25,921 employees or 83 percent of all employees involved in representation disputes.

For the transition quarter, there were 28 disputes consisting of 28 crafts or classes covering 13,947 employees. Of this total, there were 16 railroad cases consisting of 16 crafts or classes numbering 1,448 or 10 percent of all employees involved in representation disputes. In the airline industry there were 12 railroad cases consisting of 12 crafts or classes covering 12,499 employees or 90 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 1976 totaled 183, which is a decrease of 49 cases over fiscal year 1975. The total cases docketed and the number pending from the prior year made 444 which were considered by the Board. The Board disposed of 267 cases, leaving 177 cases pending and unsettled at the end of the year.

5. ELECTION AND CERTIFICATION OF REPRESENTATIVES

Table 3 shows that 16,213 employees actively participated in the outcome of 93 representation cases. Certifications were issued in 56 cases; 25 railroad and 31 airline. Of the 25 railroad cases, 29 crafts or classes were involved among 681 employees of which 540 actively participated in the selection of the representative. Of the 31 airline cases, 32 crafts or classes were involved among 4,945 employees of which 4,063 actively participated in the selection of the representative. There were 5 certifications based on verification of authorization cards issued in fiscal year 1976, all in the railroad industry. The Board dismissed 37 cases; 12 railroad cases with 18 crafts or classes and 25 airline cases with 32 crafts or classes. The railroad cases involved 5,123 employees of which 2,619 actively participated and the airline cases involved 25,921 employees of which, 13,594 actively participated.

In the transition quarter 6,902 employees actively participated in the outcome of 28 representation cases. Certifications were issued in 20 cases; 13 railroad and 7 airline. Of the 13 railroad cases, 13 crafts or classes were involved among 1,423 employees of which 1,123 actively participated in the selection of the representative. Of the 7

airline cases, 7 crafts or classes were involved among 2,999 of which 2,032 actively participated. There was 1 certification based on verification of authorization cards in the railroad industry—none in the airline industry. The Board dismissed 8 crafts or classes. The railroad cases involved 25 employees of which 19 actively participated. The Board dismissed 8 cases; 3 railroad cases with 3 crafts or classes and 5 airline cases with 5 crafts or classes. The airline cases involved 9,500 employees of which 3,728 actively participated.

For the transition quarter, mediation cases docketed were 46. The total cases docketed and the number pending from fiscal year 1976 were 223 cases considered by the Board. The Board disposed of 41 cases during the transition quarter, leaving 182 cases pending and unsettled.

Table 2, appendix C, summarizes mediation cases disposed of during fiscal year 1976 subdivided into method of disposition, class of carrier, and issues involved. Of the total 267 cases 202 were railroad while 65 were airline. Mediation agreements were obtained in 114 cases; 63 railroad and 51 airline. Cases withdrawn after mediation totaled 3, all in the railroad industry. There were 5 refusals to arbitrate by the carrier, all in the airline industry. Also, there was 1 refusal to arbitrate by both carrier and employees in the airline industry. An arbitration agreement was obtained in 1 case which was in the railroad industry. Cases withdrawn before mediation totaled 6, all in the railroad industry. The Board dismissed 137 cases; 128 railroad and 9 airline. Of the total of 137 cases in the railroad industry, class I carriers were involved in 99 cases, class II carriers in 13 cases, switching and terminal carriers in 8 cases, and miscellaneous carriers in 8 cases.

For the transition quarter of the total of 41 cases; 23 were railroad while 18 were airline. Cases withdrawn after mediation totaled 1 which was in the railroad industry. There were 2 refusals to arbitrate by the carrier, both in the railroad industry. Also there was 1 refusal to arbitrate by the employees in the railroad industry. Mediation agreements were obtained in 22 cases; 7 railroad and 15 airline. The Board dismissed 15 cases; 12 railroad and 3 airline. Of the total of 15 cases in the railroad industry, class I carriers were involved in 6 cases, class II carriers in 3 cases, and miscellaneous carriers in 3 cases.

Table 6 shows that 250 employees in 14 crafts or classes acquired representation for the first time by means of an election by a national organization and 3 employees in 1 craft or class acquired representation for the first time by means of an election by a local union in the railroad industry. In the airline industry 2,691 employees in 17 crafts or classes acquired representation for the first time by means of an election by a national organization and 55 employees in 3 crafts or classes acquired representation for the first time by means of an election by a local union. There were 25 employees in 1 craft or class that acquired representation by means of a check of authorizations for the first time in the railroad industry. In the railroad industry a new representative was selected by 44 employees in 5 crafts or classes via an election by a national organization. There were 172 employees in 3 crafts or classes that chose a new representative in the railroad industry to a national organization and 8 employees in 2 crafts or classes that chose a new representative in the railroad industry to a local union by means of a check of authorizations. In the airline industry there were 602 employees in 9 crafts or classes

that chose a new representative to a national organization and 7 employees in 1 craft or class that chose a new representative to a local union via an election. In election in the railroad industry 9 employees in 1 craft or class retained their same national organization following a challenge by another union and 146 employees in 1 craft or class retained their same local union. There were also 24 employees in 1 craft or class that retained their same national organization in the railroad industry which were recognized voluntarily. In elections in the airline industry 1,590 employees in 2 crafts or classes retained their same national organization following a challenge by another union.

Transition quarter shows that 295 employees in 8 crafts or classes acquired representation for the first time by means of an election by a national organization in the railroad industry. There were 114 employees in 1 craft or class that acquired representation by means of a check of authorizations in the railroad industry. In the airline industry 92 employees in 3 crafts or classes acquired representation for the first time via an election by a national organization. In the railroad industry a new representative was selected by 4 employees in 1 craft or class via an election by a national organization and 12 employees in 1 craft or class via an election by local union. In the airline industry a new representative was selected by 1,841 employee in 3 crafts or classes via an election by a national organization. In elections in the railroad industry 968 employees in 2 crafts or classes retained their same national organization following a challenge by another union. In elections in the airline industry, 1,066 in 1 craft or class 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 advanced notice, their intention to change the agreement between them. Arrangements must be made promptly for direct conferences between the parties on the subject covered by the notice in an effort to dispose of any dispute affecting rules, wages, and working conditions. It is at this level of direct negotiation that the majority of labor disputes are disposed of without the assistance of or intervention by an outside party. Chapter VI of this report indicates that during the past fiscal year, numerous revisions in agreements covering rates of pay, rules, and working conditions were made without the active assistance of the National Mediation Board.

In the event that settlement of the dispute is not reached in the first stage, section 5, first, of the act permits either party—carrier or labor organization—or both, to invoke the services of the National Mediation Board. Applications for the assistance of the Board in disposing of disputes may be made on printed forms NMB-2, copies of which may be obtained from the Executive Secretary, National Mediation Board, Washington, D.C. 20572.

Applications for Mediation

The instructions for filing application for mediation services of the Board call attention to the following provisions of the Railway Labor Act bearing directly on the procedures to be followed in handling disputes in which the services of the Board have been invoked. These instructions follow:

Item 1.—The Specific Question in Dispute

The specific question in dispute should be clearly stated, and special care exercised to see that it is in accord with the notice of request of the party serving same, as well as in harmony with the basis upon which direct negotiations were conducted. If the question is stated in general terms, the details of the proposed rates or rules found to be in dispute after conclusion of direct negotiations should be attached in an appropriate exhibit referred to in the question. This will save the time of all concerned in developing the essential facts through correspondence by the office or preliminary investigation by a mediator upon which the Board

may determine its jurisdiction. The importance of having the specific question in dispute clearly stated is especially apparent when mediation is unsuccessful and the parties agree to submit such question to arbitration.

Item 2.—Compliance With Railway Labor Act

Attention is directed to the following provisions of the Railway Labor Act bearing directly on the procedure to be followed in handling disputes and invoking the services of the National Mediation Board :

Notice of Intended Change

"SEC. 6. Carriers and representatives of the employees shall give at least thirty days' written notice of an intended change in agreements affecting rates of pay, rules, or working conditions, and the time and place for the beginning of conference between the representatives of the parties interested in such intended changes shall be agreed upon within ten days after the receipt of said notice; and said time shall be within thirty days provided in the notice. * * *"

Conferences Between the Parties

"SEC. 2. Second. All disputes between a carrier or carriers and its or their employees shall be considered, and, if possible, decided, with all expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute."

Services of Mediation Board

"SEC. 5. First. The parties or either party, to a dispute between an employee or group of employees and a carrier may invoke the services of the Mediation Board in any of the following cases :

"(a) A dispute concerning changes in rates of pay, rules, or working conditions not adjusted by the parties in conference. * * *"

Status Quo Provisions

"SEC. 6. * * * In every case where such notice of intended change has been given, or conferences are being held with reference thereto, or the services of the Mediation Board have been requested by either party, or said Board has proffered its services, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon, as required by Section 5 of the 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 section 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 in-

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 section 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 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

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

of this nature do not permit a prompt disposition of the dispute as anticipated by the act.

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

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

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

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

IV. REPRESENTATION DISPUTES

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

Representatives, for the purposes of this Act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employees for the purpose of this Act need not be persons in the employ of the carrier, and no carrier shall, by interference, influence, or coercion seek in any manner to prevent the designation by its employees as their representatives of those who or which are not employees of the carrier.

The act makes no mention as to how carrier representatives are selected. In practice, the carrier's chief executive designates the person or persons authorized to act in behalf of the carrier for the purposes of the act.

Paragraph fourth of general duties of the act grants to the employees the right to organize and bargain collectively through representatives of their own choosing.

To insure the employees of a free choice in naming their collective-bargaining representative, paragraph fourth of the act further states that "No carrier, its officers or agents, shall deny or in any way question the right of its employees to join, organize, or assist in organizing the labor organization of their choice, and it shall be unlawful for any carrier to interfere in any way with the organization of its employees, or to use the funds of the carrier in maintaining or assisting or contributing to any labor organization, labor representative, or other agency of collective bargaining, or in performance of any work therefore, * * *." Section 2, tenth, provides a fine and imprisonment for the violation of this and other parts of section 2.

The act provides that enforcement of this provision may be carried out by any district attorney of the United States proceeding under the direction of the Attorney General of the United States.

Section 2, ninth, of the act sets forth the duty of the Board in representation disputes. This provision makes it a statutory duty of the Board to investigate a representation dispute to determine the representative of the employees. Thereafter, the Board certifies the representative 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 employee's representative, questions frequently arise concerning the effect of the change on the existing agreement. The Board has taken the position that a change in representation does not alter or cancel any existing agreement made in behalf of the employees by their previous representatives. The only effect of a certification by the Board is that the employees have chosen other agents to represent them in dealing with the management under the existing agreement. If a change in the agreement is desired, the new representatives are required to give due notice of such desired change as provided by the agreement or by the Railway Labor Act. Conferences must then be held to agree on the changes exactly as if the original representatives had been continued. The purpose of such a policy is to emphasize a principle of the Railway Labor Act that agreements are between the employees and the carrier, and that the change of an employee representative does not automatically change the contents of an agreement. The procedures of section 6 of the Railway Labor Act are to be followed if any changes in agreements are desired.

1. RULES AND REGULATIONS

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

§ 1202.3 *Representation disputes.*

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

§ 1202.4 *Secret ballot.*

In conducting such investigation, the Board is authorized to take a secret ballot of the employees involved, or to utilize any other appropriate method

of ascertaining the names of their duly designated and authorized representatives in such manner as shall insure the choice of representatives by the employees without interference, influence, or coercion exercised by the carrier.

§ 1202.5 Rules to govern elections.

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

§ 1202.6 Access to carrier records.

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

§ 1202.7 Who may participate in elections.

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

§ 1202.8 Hearings on craft or class.

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

§ 1203.2 Investigation of representation disputes.

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

§ 1206.1 Run-off elections.

(a) If in an election among any craft or class no organization or individual receives a majority of the legal votes cast, or in the event of a tie, a second or run-off election shall be 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 election shall be eligible to vote in the run-off election except (1) those employees whose employment relationship has terminated, and (2) those employees who are no longer employed in the craft or class.

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

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

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

§ 1206.3 *Age of authorization cards.*

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

§ 1206.4 *Time limit on applications.*

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

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

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

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

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

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

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

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

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

§ 1206.6 *Eligibility of dismissed employees to vote.*

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

§ 1206.7 *Construction of this part.*

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

§ 1206.8 *Amendment or rescission of rules in this part.*

(a) Any rule or regulation in this part may be amended or rescinded by the Board at any time.

(b) Any interested person may petition the Board, in writing, for the issuance, amendment, or repeal of a rule or regulation in this part. An original and three

copies of such petition shall be filed with the Board in Washington, D.C., and shall state the rule or regulation proposed to be issued, amended, or repealed, together with a statement of grounds in support of such petition.

(c) Upon the filing of such petition, the Board shall consider the same, and may thereupon either grant or deny the petition in whole or in part, conduct an appropriate hearing thereon and make other disposition of the petition. Should the petition be denied in whole or in part, prompt notice shall be given of the denial, accompanied by a simple statement of the grounds unless the denial is self-explanatory.

V. ARBITRATION AND EMERGENCY BOARDS

1. ARBITRATION BOARDS

Arbitration is one of the important procedures made available to the parties for peacefully disposing of disputes. Generally, this provision of the act is used for disposing of so-called major disputes, i.e., those growing out of the making or changing of collective bargaining agreements covering rates of pay, rules, or working conditions, but it is not unusual for the parties to agree on the arbitration procedures in certain instances to dispose of other types of disputes, for example, the so-called minor disputes, i.e., those arising out of grievances or interpretation or application of existing collective bargaining agreements.

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

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

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

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

It shall be the duty of all carriers, their officers, agents and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules and working conditions and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of a 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 & Ohio R.R. Co.	United Transportation Union.	Switching limits.
315	Southern Pacific Transportation Co. (Texas and Louisiana lines).	Brotherhood of Locomotive Engineers.	Interdivisional service.
316	.....do.....	United Transportation Union (C&T).	Do.
317	The Chesapeake & Ohio Ry. Co.	Brotherhood of Locomotive Engineers.	Switching limits.
318	.....do.....	United Transportation Union (E&T).	Do.
319	The Central R.R. Co. of New Jersey.	Brotherhood of Locomotive Engineers.	Do.
320	.....do.....	United Transportation Union.	Do.
322	Soo Line R.R. Co.	.....do.....	Interdivisional service.
323	St. Louis-San Francisco R.R. Co.	Brotherhood of Locomotive Engineers.	Do.
325	Denver & Rio Grande Western Ry. Co.	United Transportation Union.	Interdivisional service and switching limits.
327	Lehigh Valley R.R. Co.....	Brotherhood of Locomotive Engineers.	Interdivisional service.
328	Penn Central Transportation Co....	United Transportation Union (T).	Switching limits.
329	Atchison, Topeka & Santa Fe Ry. Co.	United Transportation Union.	Interdivisional service.
330	Penn Central Transportation Co....	United Transportation Union (E).	Switching limits.
331	Denver & Rio Grande Western RR Co.	United Transportation Union (C&E&T).	Interdivisional service.
332	Penn Central Transportation Co.....do.....	.....do.....	Switching limits.
334	.....do.....	.....do.....	Do.

Arbitration Board No.	Carrier	Organization	Issue
336	Norfolk & Western Ry. Co. (Proper).	United Transportation Union (C&T).	Interdivisional service.
337	Boston & Maine Corp.....	United Transportation Union.	Switching limits.
338	Penn Central Transportation Co....	Brotherhood of Locomotive Engineers.	Do..
339	.....do.....	United Transportation Union (E).	Do.
340	Green Bay & Western RR Co.....	United Transportation Union.	Protection of employees.
342	Erie Lackawanna Ry. Co.....	United Transportation Union (T).	Do.
343	Penn Central Transportation Co....	United Transportation Union.	Switching limits.
344	.....do.....	do.....	Do.
346	Norfolk & Western Ry. Co.....	United Transportation Union (E&C&T).	Interdivisional service.
347	Western Pacific RR. Co.....	Brotherhood of Locomotive Engineers.	Do.
348	Reading Co.....	do.....	Switching limits.
349	Lehigh Valley RR. Co.....	do.....	Do.
351	St. Louis-San Francisco Ry. Co.....	United Transportation Union.	Protection of employees.
352	Norfolk & Western Ry. Co.....	do.....	Interdivisional service.
353	Lehigh Valley RR. Co.....	do.....	Switching limits.
354	Reading Co.....	Brotherhood of Locomotive Engineers.	Do.
356	Southern Pacific Transportation Co.....	do.....	Do.
357	Penn Central Transportation Co.....	do.....	Interdivisional service.
358	Southern Pacific Transportation Co.	United Transportation Union.	Switching limits.
359	Norfolk & Western Ry. Co.....	Brotherhood of Locomotive Engineers.	Interdivisional service.
360	Atchison, Topeka & Santa Fe Ry. Co.	do.....	Switching limits.
361	.....do.....	United Transportation Union.	Do.
362	Chicago, Rock Island & Pacific RR. Co.	Brotherhood of Locomotive Engineers.	Interdivisional service.

Arbitration Board No. 354—Reading Co. and Brotherhood of Locomotive Engineers

Under an agreement between the parties dated May 12, 1975, and in accordance with section 7 of the Railway Labor Act, as amended, the above arbitration board was constituted to hear a dispute over the interpretation of an agreement dated May 13, 1971, article 11(a)—switching limits. The carrier sought to end the payment of certain arbitraries resulting from the application of existing switching limit work rules, and sought to extend these limits some 8,550 feet beyond the previously agreed to limit.

The board concluded that the elimination of such arbitraries must result in greater efficiency and improved service, and that switching limits are not to be extended simply to allow cost savings.

Fact-finding Board NMB Case No. A-9834, Southern Pacific Transportation Co. and the American Railway Supervisors Association

The carrier and organization entered into a mediation agreement on July 20, 1976, to resolve all outstanding issues in a dispute involving mechanical department supervisory employees. The mediation agreement stipulated that the issue of time and one-half payments for overtime be submitted to a fact-finding board composed of three (3) members, a representative of each of the parties, and a neutral member, Nicholas H. Zumas, acting as chairman to be appointed by the National Mediation Board. It was stipulated further that the findings of fact and recommendations be advisory and not binding.

The board in its findings and recommendations noted that the vast majority of agreements throughout the railroad industry contain

provisions for the payment of a premium or penalty rate for time worked in excess of 40 hours.

However, it was noted that this fact must be considered in light of the evidence that the particular supervisors here have through the years accepted favorable rate increases in lieu of the time and one-half overtime provision.

The board concluded, with the organization representative dissenting, that the monthly rates of payment for the involved supervisors compare favorably with a large majority of other rail carriers, and therefore did not recommend that the carrier and organization accept the time and one-half overtime provision.

ARBITRATION TASK FORCE

The agreement of January 27, 1972, between certain employees represented by the United Transportation Union and the railroads represented by the National Carriers' Conference Committee established a particular arrangement to effect individual carrier implementation of interdivisional, interseniority districts and intradivisional or intraseniority district services, in freight or passenger service.

This arrangement provides for the carrier and organization to each designate representatives to serve on a "task force" appointed for the purpose of meeting and discussing the implementation of the runs specified by the carrier.

If the task force is unable to agree, the matter is submitted to arbitration for a final and binding decision.

The following Arbitration Task Force decisions were rendered during the fiscal year 1976.

Arbitration Task Force	Carrier	Organization	Issue
1	Penn Central Transportation Co.	United Transportation Union.	Interdivisional service.
2	Southern Pacific Transportation Co.	do.	do.
3	Lehigh Valley R.R. Co.	do.	do.
4	Baltimore & Ohio R.R. Co.	do.	do.
5	Southern Ry. Co.	do.	do.
	Alabama Great Southern R.R. Co.		
	Cincinnati, New Orleans & Texas Pacific Ry. Co.		
	Georgia Southern & Florida Ry. Co.		
	Central of Georgia R.R. Co.		
6	Denver & Rio Grande Western R.R.	do.	do.
	Co.		
7	Missouri Pacific R.R. Co.	do.	do.
8	Chicago, Rock Island & Pacific R.R.	do.	do.
	Co.		
9	Norfolk & Western Ry. Co.	do.	do.

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
355	Chesapeake & Ohio Ry. Co.	Brotherhood of Railroad Signalmen.	Camp cars.
	Converted to Special Board of Adjustment No. 855		

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

Arbitration Board No.	Carrier	Organization	Issue
363	Chicago, West Pullman & Southern R.R. Co.	United Transportation Union.	Disposition of UTU sec. 6 notice dated Apr. 19, 1971.

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 period covered by this report, July 1, 1975 to September 30, 1976.

Emergency Board No. 187 (NMB Case No. A-9699—National Railway Labor Conference and Railway Employees' Department

By Executive Order No. 11876 under the date of September 2, 1975, President Gerald R. Ford created Emergency Board No. 187 to forestall a strike by four shopcraft railroad organizations represented by the Railway Employees' Department, AFL-CIO. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers; the Brotherhood of Railway Carmen of United States and Canada; the International Brotherhood of Electrical Workers; and the International Brotherhood of Firemen and Oilers had come to an impasse in negotiations with the National Railway Labor Conference representing 95 percent of the Nation's class I railroads. Named as chairman of the three member Emergency Board was Dr. Charles M. Rehmus, codirector of the Institute of Labor and Industrial Relations at the University of Michigan. Serving with Dr. Rehmus were two attorneys and arbitrators, Harold Weston of New York City and Dana E. Eischen of Ithaca, N.Y.

Major issues before the Board involved wage and cost of living increases, classification of work rules and a number of issues which concerned job protection for shopcraft employees—viz, subcontracting, work jurisdiction, and a job protection procedure.

COMPENSATION

The Board recommended that the pattern settlement which then covered 85 percent of railroad employees be accepted by the four shopcrafts represented by the Railway Employees' Department. The pattern consisted of a general wage increase of 10 percent effective January 1, 1975, 5 percent effective October 1, 1975, plus 3 percent effective April 1, 1976, and an additional 4 percent effective July 1, 1977. Additionally, the pattern settlement included four cost-of-living wage adjustments to be made at 6-month intervals, a 10th holiday, and continued maintenance of benefit levels in the existing health and welfare plan, plus a new dental plan. Total wage and other benefits made the total increased cost of the pattern settlement equivalent to 40.7 percent, or an average annual increase of 12.2 percent.

SUBCONTRACTING

A most troublesome problem confronting the Board concerned the organizations' complaint that carriers' subcontracting practices had continued the erosion of shopcraft work opportunities despite the recommendations of Emergency Board No. 160 and the agreement of

September 25, 1964, which specified a criteria to guide carriers in the subcontracting of work and established an expedited arbitration procedure to resolve disputes over the subcontracting of work.

The Board concluded that the Machinist and Sheet Metal Worker settlements did not constitute a controlling precedent since in the aggregate the four shopcraft organizations here were considerably more affected by subcontracting than the other two groups of shopcraft employees. Since many local agreements have no classification of work rules, the Board recommended that covered work should include work performed under the scope rule of the facility involved and that the 1964 agreement be expanded to embrace all work historically performed and generally recognized as work of a particular craft. The Board reviewed and clarified existing subcontracting criteria and recommended certain changes with an eye on removing ambiguities as to coverage and purpose that proved misleading to adjustment boards and frustrating to the shopcraft organizations. The Board recommended also that the labor-management committee established by the parties in May 1973 become a more effective instrument for correcting misunderstanding and errors and preventing real or imagined abuses from mushrooming into serious and costly disputes.

MORATORIUM

The difference separating the parties on the moratorium issues concerned the treatment to be accorded outstanding local notices. The Board recommended that the final agreement encompass the principles that (1) no new notice or proposal for change on subjects covered in the instant round of negotiations should be served prior to January 1, 1977, not to become effective before January 1, 1978, and (2) that local notices pending in various stages of negotiations need not be withdrawn but may be progressed under the procedures for peacefully resolving disputes provided in the Railway Labor Act. In this connection, the Board recommended that arbitration be held where impasses develop in the handling of such local notices, and that disputes over the arbitrability of proposals should be referred to a joint committee of carrier and organization members, plus a neutral member if needed.

EMERGENCY BOARD NO. 187 RECONVENED

Negotiations held subsequent to the release of the above Emergency Board report had narrowed the area of disagreement to differing carrier and organization interpretations of the phrase "subcontracting of work, including unit exchange, will be done only when genuinely unavoidable." In 1973, the parties agreed that the term "genuinely unavoidable" was the controlling concept underlying the subcontracting issue, and Emergency Board No. 187 reaffirmed this principle. However, a dispute arose over the meaning of the previously quoted language in connection with the subcontracting criteria embodied in the earlier agreement and as subsequently interpreted in the Emergency Board report.

On November 19, 1975, President Ford approved a request by the National Mediation Board to reconvene Board No. 187 and the reconvened Board issued a supplemental report on November 26, 1975. It

recommended that shopcraft work be performed by employees in all but those exceptional instances where it is established by competent evidence that one of the previously established criteria is applicable.

On December 4, 1975, the National Railway Labor Conference and the Railway Employees' Department, AFL-CIO reached agreement with the assistance of Board mediation along the lines of settlement recommended by Emergency Board No. 187.

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 42-year period of 1935-76. During the last fiscal year, there were four initial agreements, all in the airline industry. A total of 7,473 agreements are on file in the Board's offices. Of this number 1,079 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 fiscal year 1976, the Board was called upon to interpret the terms of two mediation agreements, which added to the one request on hand at the beginning of the fiscal year, made a total of three under consideration. At the conclusion of the fiscal year, all three requests had been disposed of leaving none still pending. Since the passage of the 1934 amendment to the act, the Board has disposed of 139 cases under the provisions of section 5, second, of the Railway Labor Act as compared to a total of 6,530 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 eight members, four of whom are selected and designated by the carriers and four of whom are selected and designated by the labor organizations, national in scope.

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

The fourth division has six members, also equally divided. The law establishes the headquarters of the Adjustment Board at Chicago, Ill. A report of the board's operations for the past fiscal year is contained in appendix A.

When the members of any of the four divisions of the Adjustment Board are unable to agree upon an award on any dispute being considered, because of deadlock or inability to secure a majority vote, they are required under section 3, first (i), of the act to attempt to agree upon and select a neutral person to sit with the division as a member and make an award. Failing to agree upon such neutral person within 10 days, the act provides that the fact be certified to the National Mediation Board, whereupon the latter body selects the neutral person or referee.

The qualifications of the referee are indicated by his designation in the act as a "neutral person." In the appointment of referees the National Mediation Board is bound by the same provisions of the law that apply in the appointment of arbitrators. The law requires that appointees to such positions must be wholly disinterested in the controversy, impartial, and without bias as between the parties in dispute.

A list of all persons serving as referees on the four divisions of the Adjustment Board are shown in appendix A. During its 42-year existence the adjustment Board has received 75,195 cases and disposed of 73,719. Table 9 of this report shows that 886 cases were disposed of in fiscal year 1976—760 by decision with referee, 7 by decision without referee, and 127 by withdrawal. In fiscal year 1976, 970 new cases were received as compared with 917 received during fiscal year 1975. For the transition quarter (July 1, 1976 to September 30, 1976) and including its 42-year existence, the Adjustment Board has received 75,437 cases and disposed of 73,952. Table 9 also shows that 233 cases were disposed of during the transition quarter—144 by decision with referee, 1 by decision without referee, and 89 by withdrawal.

3. AIRLINE ADJUSTMENT BOARDS

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

Gradually, over the years, as more and more crafts or classes of airline employees have established collective bargaining relationships, the employees and carriers have agreed upon grievance handling procedures with final jurisdiction resting with a system board of adjustment. Such agreements usually provide for designation of neutral referees to break deadlocks. Where the parties are unable to agree upon a neutral to serve as referee, the National Mediation Board is frequently called upon to name such neutrals. Such referees serve without cost to the Government and although the Board is not required

to make such appointments under the law, it does so upon request in the interest of promoting stable labor relations on the airlines. With the extension of collective bargaining relationships to most airline workers, the requests upon the Board to designate referees have increased considerably.

A list of all persons designated by the National Mediation Board to serve as referees with system boards of adjustment is shown in appendix B.

4. SPECIAL BOARDS OF ADJUSTMENT—RAILROADS

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

The special board of adjustment procedure had its inception in the late 1940's at the suggestion of the National Mediation Board as an effective method for expediting the disposition of such disputes through an adaptation of the grievance function of the divisions of the National Railroad Adjustment Board, and also as a means of reducing the backlog of cases pending before certain divisions of the National Railroad Adjustment Board.

These special boards usually consist of three members—a railroad member, an organization member, and a neutral chairman. The National Mediation Board designates the neutral in the event the party members fail to agree upon the selection of a neutral.

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

Special boards of adjustment continued to function during the past year. There were 14 new special boards of adjustment created during this period. A total of 41 boards convened. These boards had disposed of 806 cases as of June 30, 1976. This figure compares with 1,071 cases disposed of during the preceding fiscal year.

During the transitional quarter (July 1, 1976 to September 30, 1976) there was 1 special board of adjustment created. A total of 18 boards convened and disposed of 223 cases.

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 fiscal year 211 new public law boards were established and 302 convened. Of the boards convened, 8 involved procedural issues and 294 boards dealt solely with the merits of specific grievances. Public law boards disposed (decided and/or withdrawn) of 5,606 cases in fiscal year 1976.

During the transitional quarter (July 1, 1976 to September 30, 1976) 39 new public law boards were established and 127 convened. Of the boards convened, 4 involved procedural issues and 123 boards dealt solely with the merits of specific grievances. Public law boards disposed (decided and/or withdrawn) of 1,050 cases in the transitional quarter.

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

6. AMTRAK—RAIL WORKER PROTECTION PLAN CERTIFIED BY HODGSON

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

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

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

Workers affected by the discontinuance of passenger service will be considered for other employment by the individual railroads for which they now work on the basis of establishing seniority rules. Because of the cutback in passenger service, some workers may be displaced into lower-paying jobs or released. The plan is designed to provide a measure of protection for these workers and does so for displaced and dismissed employees for up to 6 years.

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

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

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

Any worker who has to move his place of residence due to a job-site change brought about by a discontinuation of rail service will receive moving expenses for himself and his family. Further, if such an employee is furloughed within 2 years after transferring to another job site and chooses to move back to where he was previously employed, the railroad will pay moving expenses.

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

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

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

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

A list of the 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 1425 K Street NW., 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:

Charles R. Barnes
 Harry D. Bickford
 Charles H. Callahan
 Jack W. Cassle
 Robert J. Cerjan
 Samuel J. Cognata
 Ralph T. Colliander
 Francis J. Dooley
 Robert J. Finnegan
 Edward F. Hampton ¹
 Thomas B. Ingles

Thomas C. Kinsella
 Warren S. Lane ²
 Robert B. Martin
 Charles A. Peacock
 Walter L. Phipps
 William H. Pierce
 Thomas H. Roadley
 Alfred H. Smith
 Joseph W. Smith
 John B. Willits

REGISTER

MEMBERS, NATIONAL MEDIATION BOARD

<i>Name</i>	<i>Appointed</i>	<i>Terminations</i>
William M. Leiserson-----	July 21, 1934	Resigned May 31, 1939.
James W. Carmalt-----	do-----	Deceased Dec. 2, 1937.
John M. Carmody-----	do-----	Resigned Sept. 30, 1935.
Otto S. Beyer-----	Feb. 11, 1936	Resigned Feb. 11, 1943.
George A. Cook-----	Jan. 7, 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-----	July 3, 1944	Resigned Mar. 1, 1950.
Francis A. O'Neill, Jr-----	Apr. 1, 1947	Resigned April 30, 1971.
John Thad Scott, Jr-----	Mar. 5, 1948	Resigned July 31, 1953.
Leverett Edwards-----	Apr. 21, 1950	Resigned July 31, 1970.
Robert O. Boyd-----	Dec. 28, 1953	Resigned Oct. 14, 1962.
Howard G. Gamser-----	Mar. 11, 1963	Resigned May 31, 1969.
Peter C. Benedict-----	Aug. 9, 1971	Deceased April 12, 1972.
Georges S. Ives-----	Sept. 19, 1969	Term expires July 1, 1978.
David H. Stowe-----	Dec. 10, 1970	Term expired July 1, 1979.
Kay McMurray-----	Oct. 5, 1972	Term expired July 1, 1977.

FINANCIAL STATEMENT FOR THE ANNUAL REPORT FOR FISCAL YEAR 1976

For the fiscal year 1976, the Congress appropriated \$3,405,000 and for the transitional quarter \$850,000.

Obligations and expenses incurred for the various activities of the Board were as follows:

	1976	Transitional quarter
Mediation-----	\$1, 536, 818	\$421, 356
Voluntary arbitration and emergency disputes-----	20, 940	1, 140
Adjustment of railroad grievances-----	1, 571, 697	505, 606

¹ Retired July 31, 1976.

² Retired October 31, 1976.

Accounting of all moneys appropriated by Congress for the fiscal year 1976, pursuant to the authority conferred by the Railway Labor Act approved May 20, 1926 (amended June 21, 1934) :

	1976 actual	Transition quarter actual
Expenses and obligations:		
Personnel compensation.....	\$2, 288, 578	\$658, 365
Personnel benefits.....	161, 673	41, 728
Travel and transportation of persons.....	288, 091	76, 606
Standard level user charges.....	187, 538	49, 499
Other rent, communications, and utilities.....	118, 133	24, 032
Printing and reproduction.....	21, 445	16, 796
Other services.....	34, 448	46, 415
Supplies and materials.....	22, 050	9, 275
Equipment.....	7, 499	5, 386
Unobligated balance, available, start of year.....		—275, 545
Unobligated balance, available, end of year.....	275, 545	-----
Unobligated balance, lapsing.....		197, 443
Budget authority.....	3, 405, 000	850, 000

APPENDIX A

NATIONAL RAILROAD ADJUSTMENT BOARD

(Created June 21, 1934)

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

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

Fiscal Year July 1, 1975–June 30, 1976

MEMBERSHIP

F. P. RIORDAN, *Chairman*
 W. B. JONES,¹ *Vice Chairman*

W. F. EUKER
 M. W. FITZPATRICK
 Q. C. GABRIEL
 W. A. HIRST

J. R. LANGE
 D. A. MILLER²
 A. E. MYLES

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 group 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 1975–76.

TABLE 2—*Cases docketed fiscal year 1975–76; classified according to carrier party to submission*

Name of carrier :	Number of cases docketed	Name of carrier :	Number of cases docketed
Atchison, Topeka & Santa Fe--	4	Georgia, Southern & Florida--	1
Baltimore & Ohio-----	3	Grand Trunk Western-----	1
Bessemer & Lake Erie-----	1	Illinois Central Gulf-----	9
Burlington Northern-----	15	Louisville & Nashville-----	1
Chesapeake & Ohio-----	2	Maine Central RR.-Portland	
Chicago, Milwaukee, St. Paul & Pacific -----	2	Terminal -----	15
Chicago, Rock Island & Pacific--	1	Missouri-Kansas-Texas -----	1
Clinchfield -----	1	New Orleans Public Belt-----	2
Colorado & Wyoming-----	2	Penn Central Transportation--	2
Florida East Coast Ry-----	1	Seaboard Coast Line-----	15

¹ Substitute for Mr. A. E. Myles.

² Retired October 31, 1975.

Name of carrier :	Number of cases docketed	Name of carrier :	Number of cases docketed
Southern	1	Union Railroad (Pittsburgh) ..	7
Terminal Railroad Association		Youngstown & Northern	1
of St. Louis	1		
Union Pacific	1	Total	90

TABLE 3.—Cases docketed fiscal year 1975-76; classified according to organization party to submission

Name of organization :	Number of cases docketed
United Transportation Union	16
Brotherhood of Locomotive Engineers	63
Individual	11
Total	90

Neutrals appointed to First Division, National Railroad Adjustment Board, fiscal year 1976

Name	Residence	Date of appointment
Nicholas H. Zumas	Washington, D.C.	Oct. 6, 1975
Preston J. Moore	Oklahoma City, Okla.	Oct. 14, 1975
Do	do	Dec. 22, 1975
Nicholas H. Zumas	Washington, D.C.	Mar. 23, 1976

FIRST DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

Transitional Quarter July 1–September 30, 1976

W. B. JONES, *Chairman*

Q. C. GABRIEL, *Vice Chairman*

W. F. EUKER

M. F. FITZPATRICK

W. A. HIRST

J. R. LANGE

G. W. LEGGE

A. E. MYLES

F. P. RIORDAN

A. W. PAULOS, *Executive Secretary*

TABLE 2.—Cases docketed transition quarter, July 1 through Sept. 30, 1976; classified according to carrier party to submission

Name of carrier :	Number of cases docketed
Burlington Northern	4
Georgia	1
Grand Trunk Western	1
Louisville & Nashville	1
Seaboard Coast Line	2
Total	9

TABLE 3.—Cases docketed transition quarter, July 1 through Sept. 30, 1976; classified according to organization party to submission

Name of organization :	Number of cases docketed
United Transportation Union	2
Brotherhood of Locomotive Engineers	6
Individual	1
Total	9

Neutrals appointed to First Division, National Railroad Adjustment Board, transitional quarter July 1–Sept. 30, 1976..... None

SECOND DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

Fiscal Year July 1, 1975–June 30, 1976

MEMBERSHIP

W. O. HEARN, *Chairman*

G. M. YOUNG, *Vice Chairman*

C. H. HERRINGTON
W. B. JONES
R. C. KNIEWEL
W. F. SNELL, JR.

D. S. ANDERSON
M. J. CULLEN
G. R. DEHAGUE
J. G. HAYES¹

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, powerhouse employees, and railroad shop laborers.

Carriers party to cases docketed

	Number of cases		Number of cases
Akron, Canton & Youngstown Ry. Co -----	1	Louisiana & Arkansas RY. Co.---	5
Alton & Southern Ry. Co.-----	3	Louisville & Nashville RR. Co.---	9
Atchison, Topeka & Santa Fe Ry. Co -----	4	Missouri-Kansas-Texas RY. Co.---	3
Baltimore & Ohio RR. Co.-----	5	Missouri Pacific RR. Co.-----	12
Burlington Northern Inc.-----	15	Norfolk & Western Ry. Co.-----	18
Chesapeake & Ohio RY. Co.-----	9	Patapsco & Back Rivers RR. Co.---	2
Chicago & Eastern Illinois RR. Co -----	1	Penn Central Transportation Co.---	13
Chicago & North Western Trans- portation Co.-----	9	Pittsburgh & Lake Erie RR. Co.---	1
Chicago, Rock Island & Pacific RR. Co.-----	2	Port Authority-Trans Hudson---	2
Clinchfield RR. Co.-----	3	REA Express, Inc.-----	1
Denver & Rio Grande Western RR. Co.-----	1	St. Louis-San Francisco Ry. Co.---	5
Detroit & Toledo Shore Line RR. Co -----	7	St. Louis Southwestern Ry. Co.---	2
Duluth, Missabe & Iron Range RR. Co.-----	1	Seaboard Coast Line RR.-----	15
Elgin, Joliet & Eastern RR. Co.---	2	Soo Line RR. Co.-----	4
Florida East Coast RY. Co.-----	1	Southern Pacific Transportation Co. (PL)-----	19
Houston Belt & Terminal RY. Co.---	3	Southern Pacific Transportation Co. (T&L)-----	1
Indiana Harbor Belt RR. Co.-----	2	Southern Railway Co.-----	7
Illinois Central Gulf RR. Co.-----	7	Staten Island Rapid Transit Op- erating Authority-----	1
Kansas City Terminal RY. Co.-----	3	Texas & Pacific Ry. Co.-----	19
Kentucky & Indiana Terminal RY. Co.-----	1	Terminal RR. Association of St. Louis -----	4
Lake Terminal RR. Co.-----	6	Texas Pacific-Missouri Pacific Terminal RR. of New Orleans---	2
Lehigh Valley RR. Co.-----	1	Washington Terminal Co.-----	5
Long Island RR. Co.-----	2	Western Maryland Ry. Co.-----	2
		Western Pacific RR. Co.-----	3
		Total -----	244

Organizations, etc., party to cases docketed

	Number of cases
Brotherhood Railway Carmen of America-----	102
International Brotherhood of Boilermakers, Iron Shipbuilders, Black- smiths, Forgers & Helpers-----	8

¹ Mr. J. G. Hayes replaced Mr. E. J. McDermott November 1, 1975.

	<i>Number of cases</i>
International Brotherhood of Electrical Workers.....	31
International Association of Machinists.....	48
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse & Railway Shop Laborers.....	11
Sheet Metal Workers' International Association.....	27
Individually submitted cases, etc.....	11
United Steelworkers of America.....	6
Total	244

*Neutrals appointed to Second Division, National Railroad Adjustment Board,
fiscal year 1976*

<i>Name</i>	<i>Residence</i>	<i>Date of appointment</i>
David P. Twomey.....	Squantum, Mass.....	July 8, 1975
Walter C. Wallace.....	Washington, D.C.....	Oct. 22, 1975
Louis Norris.....	New York, N.Y.....	do.
David P. Twomey.....	Squantum, Mass.....	Jan. 14, 1976
Martin I. Rose.....	New York, N.Y.....	Feb. 23, 1976
David P. Twomey.....	Squantum, Mass.....	Mar. 8, 1976
Joseph A. Sickles.....	Rockville, Md.....	Apr. 13, 1976
Nicholas H. Zumas.....	Washington, D.C.....	May 18, 1976
Herbert L. Marx, Jr.....	New York, N.Y.....	June 22, 1976

NATIONAL RAILROAD ADJUSTMENT BOARD SECOND DIVISION—

Transition Quarter July 1–September 30, 1976

MEMBERSHIP

G. M. YOUNG, Chairman

C. E. WHEELER,¹ Vice Chairman

C. H. HERRINGTON

D. S. ANDERSON

W. B. JONES

M. J. CULLEN

R. C. KNEWEL

G. R. DEHAGUE

W. F. SNELL, Jr.

J. G. HAYES

A. W. PAULOS, Executive Secretary

Carriers party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Alton & Southern Ry. Co.....	1	Louisville & Nashville RR. Co....	4
Atchison, Topeka & Santa Fe Ry. Co.....	1	Milwaukee-Kansas City South- ern Joint Agency.....	1
Baltimore & Ohio RR. Co.....	3	Missouri Pacific RR. Co.....	6
Baltimore & Ohio Chicago Termi- nal.....	2	Norfolk & Western Ry. Co.....	2
Belt Ry. Co. of Chicago.....	1	Pacific Fruit Express Co.....	2
Burlington Northern Inc.....	5	Peoria & Pekin Union Ry. Co....	1
Chesapeake & Ohio Ry. Co.....	4	St. Louis Southwestern Ry. Co....	3
Chicago & North Western Trans- portation Co.....	1	Seaboard Coast Line RR. Co....	1
Consolidated Rail Corp.....	5	Southern Pacific Transportation Co.....	4
Denver & Rio Grande Western RR. Co.....	1	Southern Ry. Co.....	1
Detroit & Toledo Shore Line RR. Co.....	5	Terminal RR. Association of St. Louis.....	1
Illinois Central Gulf RR. Co....	1	Texas & Pacific Ry. Co.....	2
Illinois Terminal RR. Co.....	2	Washington Terminal Co.....	5
Long Island RR. Co.....	2	Western Pacific RR. Co.....	1
		Total	68

¹ Mr. C. E. Wheeler replaced Mr. W. O. Hearn, July 1, 1976.

Organizations, etc., party to cases docketed

	<i>Number of cases</i>
Brotherhood of Railway Carmen of America.....	31
International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers.....	2
International Brotherhood of Electrical Workers.....	6
International Association of Machinists.....	18
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse & Railway Shop Laborers.....	7
Sheet Metal Workers' International Association.....	2
Individually submitted cases, etc.....	2
Total	68

*Neutrals appointed to Second Division, National Railroad Adjustment Board,
transitional quarter July 1-Sept. 30, 1976*

Name	Residence	Date of appointment
Gene T. Ritter.....	Ardmore, Okla.....	Aug. 4, 1976
Joseph A. Sickles.....	Rockville, Md.....	Do.

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

Fiscal Year July 1, 1975-June 30, 1976

MEMBERSHIP

H. G. HARPER, <i>Chairman</i>	J. E. MASON ¹
P. C. CARTER, <i>Vice Chairman</i>	G. L. NAYLOR
W. W. ALTUS, Jr.	R. G. RICHTER
H. F. M. BRAIDWOOD.	R. W. SMITH
J. P. ERICKSON	GERALD TOPPEN
J. S. GODFREY	

A. W. PAULOS, *Executive Secretary*

JURISDICTION

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

Carriers party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Akron, Canton & Youngstown..	2	Brooklyn Eastern District Ter- minal	1
Alabama Great Southern.....	2	Burlington Northern Inc.....	51
Atchison, Topeka & Santa Fe Ry..	14	Canadian National Ry.—St. Law- rence Region.....	2
Atlanta Joint Terminal.....	1	Central of Georgia.....	3
Baltimore & Ohio	13	Central Vermont.....	1
Bangor & Aroostook.....	1	Chesapeake & Ohio.....	7
Belt Ry. Co. of Chicago.....	3	Chesapeake & Ohio (Pere Marqu- ette).....	4
Board of Trustees Galveston Wharves	1		
Boston & Maine.....	4		

¹ J. E. Mason replaced H.F.M. Braidwood on April 1, 1976.

	Number of cases		Number of cases
Chicago & Eastern Illinois.....	8	New Orleans Public Belt.....	2
Chicago & North Western Trans- portation Co.....	22	Norfolk & Western.....	53
Chicago, Milwaukee, St. Paul & Pacific.....	11	Norfolk, Franklin & Danville....	1
Chicago, Rock Island & Pacific RR.....	5	Pacific Fruit Express.....	5
Chicago Union Station.....	1	Penn Central Transportation Co....	44
Chicago West Pullman & South- ern.....	1	Philadelphia, Bethlehem & New England.....	1
Cincinnati New Orleans.....	1	Pittsburgh & Lake Erie.....	11
Consolidated Rail Corp.....	11	Portland Terminal RR. Co.....	2
Denver & Rio Grande Western....	8	Port Terminal RR. Association....	7
Detroit Terminal.....	1	REA Express.....	3
Detroit, Toledo & Ironton.....	2	St. Johnsbury & Lamoille County RR.....	2
Duluth, Missabe & Iron Range....	1	St. Louis-San Francisco.....	4
Elgin, Joliet & Eastern.....	4	Seaboard Coast Line.....	19
Erie-Lackawanna.....	1	Seacoast Transportation.....	1
Florida East Coast.....	2	Soo Line.....	4
Fort Worth & Denver.....	2	Southeastern Demurrage & Stor- age Bureau.....	2
Grand Trunk Western.....	7	Southern Freight Tariff Bureau..	1
Houston Belt & Terminal.....	6	Southern Pacific (Pacific Lines)..	23
Illinois Central Gulf.....	4	Southern Pacific (Texas & Loui- siana).....	10
Kansas City Southern.....	1	Southern Railway.....	21
Kansas City Terminal.....	1	Terminal RR. Association of St. Louis.....	5
Kentucky & Indiana Terminal....	2	Texas & Pacific.....	11
Lehigh Valley.....	3	Texas City Terminal.....	1
Long Island RR.....	5	Union Pacific.....	2
Louisville & Nashville.....	11	Utah Ry. Co.....	1
Maine Central-Portland Ter- minal.....	1	Washington Terminal.....	6
Minnesota Transfer Co.....	1	Western Pacific.....	4
Missouri-Kansas-Texas.....	6		
Missouri Pacific.....	20	Total.....	505

Organizations party to cases docketed

	Number of cases
American Train Dispatchers Association.....	7
Brotherhood of Maintenance of Way Employees.....	98
Brotherhood of Railroad Signalmen.....	89
Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.....	291
Joint Council-Dining Car Employees.....	1
Total organizations.....	486
Miscellaneous class of employees.....	19
Total.....	505

*Neutrals appointed to Third Division, National Railroad Adjustment Board,
fiscal year 1976*

Name	Residence	Date of appointment
Irwin M. Lieberman.....	Stamford, Conn.....	Aug. 11, 1975
Francis X. Quinn.....	Philadelphia, Pa.....	Sept. 23, 1975
Joseph A. Sickles.....	Rockville, Md.....	Oct. 29, 1975
Lloyd H. Baier.....	Los Angeles, Calif.....	Oct. 31, 1975
William M. Edgett.....	Baltimore, Md.....	Dec. 1, 1975
Joseph A. Sickles.....	Rockville, Md.....	Jan. 2, 1976
Frederick R. Blackwell.....	Washington, D.C.....	Feb. 11, 1976
Irwin M. Lieberman.....	Stamford, Conn.....	Feb. 18, 1976
James C. McBrearty.....	Tucson, Ariz.....	Mar. 31, 1976
Walter C. Wallace.....	Washington, D.C.....	May 12, 1976
Dana E. Eischen.....	Ithaca, N.Y.....	June 15, 1976

THIRD DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

Transition Quarter July 1–September 30, 1976

P. C. CARTER, *Chairman*

H. G. HARPER, *Vice Chairman*

W. W. ALTUS, Jr.

J. P. ERICKSON

J. S. GODFREY

J. E. MASON

G. L. NAYLOR

R. G. RICHTER

R. W. SMITH

GERALD TOPPEN

A. W. PAULOS, *Executive Secretary*

Carriers party to cases docketed

	Number of cases		Number of cases
Akron, Canton & Youngston RR.....	1	Missouri Pacific RR.....	7
Ashley, Drew & Northern.....	1	Norfolk & Western Ry. Co.....	6
Baltimore & Ohio RR.....	4	Pacific Fruit Express.....	1
Buffalo Creek RR.....	1	Penn Central Transportation Co.....	1
Burlington Northern Inc.....	11	Philadelphia, Bethlehem & New England RR.....	6
Chesapeake & Ohio Ry.....	2	Pittsburgh & Lake Erie RR.....	3
Chesapeake & Ohio Ry. (Pere Marquette).....	1	Port Terminal RR Association.....	1
Chicago & North Western Trans- portation Co.....	6	St. Louis-San Francisco Ry.....	3
Chicago, Milwaukee, St. Paul & Pacific RR. Co.....	7	Seaboard Coast Line RR.....	1
Chicago, Rock Island & Pacific RR. Co.....	2	Soo Line RR.....	3
Colorado & Southern Ry.....	1	Southern Pacific Transportation Co. (Pacific Lines).....	12
Consolidated Rail Corp.....	10	Southern Pacific Transportation Co. (Texas & Louisiana).....	2
Denver & Rio Grande Western RR.....	5	Southern Ry.....	3
Galveston, Houston, Henderson RR. Co.....	1	Terminal RR Association of St. Louis.....	2
Grand Trunk Western RR.....	2	Trans Continental Freight Bu- reau—Weighing and Inspection Department—Southern Pacific Coast Terminal.....	1
Illinois Central Gulf RR.....	1	Western Maryland Ry.....	1
Indiana Harbor Belt RR.....	1	Western Pacific RR.....	2
Kansas City Terminal Ry.....	1	Western RR Association.....	2
Kentucky & Indiana Terminal RR. Co.....	1	Western Weighing & Inspection Bureau.....	1
Long Island RR.....	1		
Louisville & Nashville RR.....	9		
Milwaukee-Kansas City Southern Joint Agency.....	1	Total.....	128

Organizations party to cases docketed

	Number of cases
American Train Dispatchers Association.....	4
Brotherhood of Maintenance of Way Employees.....	35
Brotherhood of Railroad Signalmen.....	18
Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.....	62
Miscellaneous class of employees.....	9
Total.....	128

*Neutrals appointed to Third Division, National Railroad Adjustment Board,
transitional quarter July 1–Sept. 30, 1976*

Name	Residence	Date of appointment
Nicholas H. Zumas.....	Washington, D.C.....	July 28, 1976
Irwin M. Lieberman.....	Stamford, Conn.....	Aug. 23, 1976
John H. Dorsey.....	Rehoboth Beach, Del.....	Sept. 14, 1976

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

Fiscal Year July 1, 1975—June 30, 1976

MEMBERSHIP

R. F. O'LEARY, *Chairman*

W. F. EUKER, *Vice Chairman*

H. E. CROW ¹

C. M. CRAWFORD ²

A. D. DULA ³

F. FERLIN

R. F. O'LEARY

C. E. ROBINSON ⁴

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

	Number of cases		Number of cases
Atchison, Topeka & Santa Fe Ry. Co.....	18	Missouri-Kansas Texas RR. Co....	1
Baltimore & Ohio, Chicago Ter- minal.....	3	Missouri Pacific RR. Co.....	4
Boston & Maine Corp.....	4	Norfolk & Western.....	19
Burlington Northern, Inc.....	2	Odgen Union Terminal Co.....	1
Central RR. Co. of New Jersey..	3	Penn Central Transportation Co..	27
Chesapeake & Ohio.....	3	Pittsburgh & Lake Erie RR. Co....	5
Chicago & Northwestern Trans- portation Co.....	1	Richmond, Fredericksburg & Po- tomac RR. Co.....	1
Chicago & Western Indiana.....	1	St. Louis-San Francisco Ry. Co....	2
Cincinnati Union Terminal.....	1	Seaboard Coast Line RR. Co.....	3
Delaware & Hulsan RR. Co.....	2	Southern Pacific—T&L.....	1
Denver & Rio Grande Western RR. Co.....	1	Southern Pacific—Pacific.....	5
Galveston Wharf Co.....	1	Southern.....	3
Lehigh Valley RR. Co.....	2	Soo Line.....	1
Louisville & Nashville RR. Co....	2	Union Belt RR. Detroit.....	1
Long Island RR. Co.....	7	Union Pacific.....	5
		Western Maryland.....	1
		Total	131

Organizations-employees party to case docketed

	Number of cases
American Railway Supervisors Association.....	23
Association of Railway Technical Employees.....	1
BRAC (RP&SOS).....	10
Individual.....	12
Police Benevolent Association.....	3
Railway Employees' Department.....	1
Railroad Yardmasters of America.....	81
Total	131

¹ W. B. Jones, substitute for Mr. Crow.

² G. L. Naylor, substitute for Mr. Crawford.

³ W. F. Euker, substitute for Mr. Dula.

⁴ Replace Miss Krassow, effective July 1, 1975.

*Neutrals appointed to Fourth Division, National Railroad Adjustment Board,
fiscal year 1976*

Name	Residence	Date of appointment
Irwin M. Lieberman.....	Stamford, Conn.....	July 14, 1975
Nicholas H. Zumas.....	Washington, D.C.....	Aug. 19, 1975
Irwin M. Lieberman.....	Stamford, Conn.....	Sept. 24, 1975
Francis X. Quinn.....	Philadelphia, Pa.....	Oct. 16, 1975
Irwin M. Lieberman.....	Stamford, Conn.....	Nov. 11, 1975
David Dolnick.....	Chicago, Ill.....	Dec. 15, 1975
Do.....	do.....	Feb. 10, 1976
Do.....	do.....	Mar. 19, 1976
Irwin M. Lieberman.....	Stamford, Conn.....	May 18, 1976
William G. Caples.....	Chicago, Ill.....	June 18, 1976

FOURTH DIVISION—NATIONAL RAILROAD ADJUSTMENT BOARD

220 South State Street, Chicago, Ill. 60604

Transition Quarter July 1–September 30, 1976

W. F. EUKER, Chairman

R. F. O'LEARY, Vice Chairman

H. E. CROW ¹

C. M. CRAWFORD ²

A. D. DULA ³

F. FERLIN

R. F. O'LEARY

C. E. ROBINSON

A. W. PAULOS, Executive Secretary

Carrier party to cases docketed

	<i>Number of cases</i>		<i>Number of cases</i>
Alton & Southern.....	1	Norfolk & Western Ry.....	6
Atchison, Topeka & Santa Fe....	1	North Carolina State Ports Au-	
Baltimore & Ohio.....	1	thority.....	1
Belt Ry. Co. of Chicago.....	1	Richmond, Fredericksburg &	
Boston & Maine Corp.....	2	Potomac.....	2
Chesapeake & Ohio.....	1	Seaboard Coast Line.....	5
Chicago & North Western.....	1	Southern.....	1
Chicago Produce Co.....	1	Southern Pacific—T&L.....	1
Chicago, Rock Island & Pacific....	1	Southern Pacific—Pacific.....	1
Consolidated Rail Corp.....	4	Union Pacific.....	2
Detroit Terminal RR.....	1		
Houston Belt & Terminal.....	3	Total.....	37

Organization-employees party to cases docketed

	<i>Number of cases</i>
American Railway Supervisors Association.....	8
BRAC (RP&SOS).....	1
International Longshoremen's Association.....	1
Railroad Yardmasters of America.....	27
Total.....	37

*Neutrals appointed to Fourth Division, National Railroad Adjustment Board,
Transition quarter, July 1–September 30, 1976*

Name	Residence	Date of appointment
David Dolnick.....	Chicago, Ill.....	July 20, 1976
Joseph A. Sickles.....	Rockville, Md.....	Sept. 8, 1976

¹ W. B. Jones, substitute for Mr. Crow.

² G. L. Naylor, substitute for Mr. Crawford.

³ W. F. Euker, substitute for Mr. Dula.

APPENDIX B

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year July 1, 1975 to June 30, 1976*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Lloyd H. Bailer ¹	Los Angeles, Calif.	Feb. 5, 1976 ²	629	Southern Pacific Transportation Co. and American Train Dispatchers Association.
Irving T. Bergman ²	Mineola, N.Y.	Mar. 9, 1976	949	Chicago & Illinois Midland Ry. Co. and United Transportation Union (E&T).
Byron R. Abernethy ²	Lubbock Tex.	July 14, 1975 ³	1289	Chicago & Eastern Illinois R.R. and United Transportation Union (T).
Irwin M. Lieberman ²	Stamford, Conn.	Nov. 21, 1975	1364	Missouri Pacific R.R. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Joseph Shister ²	Buffalo, N.Y.	Aug. 28, 1975	1385	Lehigh Valley R.R. Co. and Brotherhood of Locomotive Engineers.
Arthur W. SEMPLINER ²	Grosse Pointe Farms, Mich.	do.	1395	Norfolk & Western Ry. Co. and United Transportation Union (T).
Don J. Harr ²	Oklahoma City, Okla.	Nov. 21, 1975	1437	Kansas City Southern Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Harold M. Weston ²	New York, N.Y.	Aug. 22, 1975	1467	Delaware & Hudson Ry. Co. and United Transportation Union (E).
Nicholas H. Zumas ²	Washington, D.C.	Nov. 11, 1975	1490	Burlington Northern Inc. and United Transportation Union (T).
John H. Dorsey ²	do.	July 23, 1975	1512	Clinchfield R.R. Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore ¹	Oklahoma City, Okla.	Nov. 4, 1975	1518	Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas ²	Washington, D.C.	Mar. 23, 1976	1518	Do.
Murray M. Rohman ²	Fort Worth, Tex.	July 10, 1975	1521	Union Pacific R.R. Co. and United Transportation Union (C&T).
Irving R. Shapiro ¹	Albany, N.Y.	Sept. 26, 1975	1523	Long Island R.R. and The American Railway Supervisors Association.
Arthur Van Wart ²	Atlanta, Ga.	Dec. 22, 1975	1533	Soo Line R.R. Co. and United Transportation Union (T).
Murray M. Rohman ²	Fort Worth, Tex.	July 14, 1975 ³	1535	Houston Belt & Terminal Ry. Co. and United Transportation Union.
David P. Twomey ²	Squantum, Mass.	July 17, 1975	1549	Seaboard Coast Line R.R. Co. and United Transportation Union (C).
William H. Coburn ²	Alexandria, Va.	Mar. 29, 1976	1554	Indiana Harbor Belt R.R. Co. and Brotherhood of Locomotive Engineers.
Harold M. Weston ²	New York, N.Y.	Sept. 10, 1975	1559	Longview Switching Co. and Brotherhood of Locomotive Engineers.
Frederick R. Blackwell ²	Washington, D.C.	Aug. 8, 1975	1561	Penn Central Transportation Co. and United Transportation Union.
William H. Coburn ²	do.	Aug. 15, 1975	1563	South Buffalo Ry. Co. and United Transportation Union.
Arthur T. Van Wart ²	Atlanta, Ga.	Aug. 11, 1975	1564	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Murray M. Rohman ²	Fort Worth, Tex.	July 1, 1975	1565	Do.
Preston J. Moore ²	Oklahoma, City, Okla.	July 10, 1975	1566	St. Louis-San Francisco Ry. Co. and United Transportation Union.
Do. ²	do.	July 8, 1975	1567	Terminal Railway Alabama State Docks and United Transportation Union.
Harold M. Weston ²	New York, N.Y.	July 11, 1975	1568	The Long Island R.R. and Brotherhood of Locomotive Engineers.
Robert M. O'Brien ²	Boston, Mass.	July 21, 1975	1569	Chicago & Eastern Illinois R.R. Co. and Brotherhood of Locomotive Engineers.
Arthur T. Van Wart ²	Atlanta, Ga.	July 17, 1975	1570	Central of Georgia R.R. Co. and United Transportation Union (S).
Nicholas H. Zumas ²	Washington, D.C.	Aug. 22, 1975	1571	Louisville & Nashville R.R. Co. and United Transportation Union.
Frederick R. Blackwell ²	do.	July 28, 1975	1573	Soo Line R.R. Co. and Brotherhood of Maintenance of Way Employees.
Eugene Mittelman ¹	do.	Feb. 13, 1976	1574	New York Dock Ry. Co. and United Transportation Union.
Do. ²	do.	June 23, 1976	1574	Do.

See footnotes at end of table.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year July 1, 1975 to June 30, 1976—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Arthur T. Van Wart ²	Atlanta, Ga.	July 28, 1975	1575	Sacramento Northern Ry. Co. and Brotherhood of Locomotive Engineers.
Robert M. O'Brien ²	Boston, Mass.	do.	1576	The Atchison, Topeka & Santa Fe Ry. Co. and Inlandboatmen's Union of Pacific-San Francisco Region.
Robert Franden ²	Tulsa, Okla.	Aug. 7, 1975	1577	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
James M. Harkless ²	Washington, D.C.	do.	1578	The Belt Ry. Co. of Chicago and United Transportation Union.
Murray M. Rohman ²	Fort Worth, Tex.	do.	1579	Houston Belt & Terminal Ry. Co. and Brotherhood of Locomotive Engineers.
William M. Edgett ²	Baltimore, Md.	Sept. 5, 1975	1580	Burlington Northern Inc. and United Transportation Union (E).
Leverett Edwards ²	Fort Worth, Tex.	Aug. 5, 1975	1581	Southern Pacific Transportation Co. and United Transportation Union.
Preston J. Moore ²	Oklahoma City, Okla.	do.	1582	The Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Maintenance of Way Employees.
Louis Yagoda ²	New Rochelle, N.Y.	Aug. 28, 1975	1583	Norfolk & Western Ry. Co. and United Transportation Union.
Arthur T. Van Wart ²	Atlanta, Ga.	Aug. 11, 1975	1584	Soo Line R.R. Co. and United Transportation Union (T&C).
Byron R. Abernethy ²	Lubbock, Tex.	Aug. 8, 1975	1585	Ashley, Drew & Northern Ry. Co. and United Transportation Union.
Harold M. Weston ²	New York, N.Y.	do.	1586	Duluth, Missabe & Iron Range Ry. Co. and United Transportation Union.
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 11, 1975	1587	Erie Lackawanna Ry. Co. and United Transportation Union (T).
David H. Brown ²	Sherman, Tex.	do.	1588	Chesapeake & Ohio Ry. Co. and United Transportation Union.
Do.	do.	Aug. 18, 1975	1589	Minneapolis, Northfield & Southern Ry. Co. and United Transportation Union.
Robert M. O'Brien ²	Boston, Mass.	June 18, 1976	1590	The Denver & Rio Grande Western R.R. Co. and United Transportation Union (S).
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 22, 1975	1591	Lehigh Valley R.R. Co. and United Transportation Union.
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	Aug. 25, 1975	1592	Do.
Preston J. Moore ²	Oklahoma City, Okla.	Aug. 28, 1975	1593	Alameda Belt Line and United Transportation Union.
Irwin M. Lieberman ²	Stamford, Conn.	Sept. 5, 1975	1594	Seaboard Coast Line R.R. Co. and American Train Dispatchers Association.
Murray M. Rohman ²	Fort Worth, Tex.	Sept. 4, 1975	1595	Penn Central Transportation Co. and United Transportation Union.
Nicholas H. Zumas ²	Washington, D.C.	Sept. 10, 1975	1596	Louisville & Nashville R.R. Co. and United Transportation Union.
William M. Edgett ²	Baltimore, Md.	Sept. 25, 1975	1597	Port Authority Trans-Hudson Corp. and Brotherhood Railway Carmen of the United States and Canada.
Gene T. Ritter ²	Ardmore, Okla.	Oct. 15, 1975	1598	Louisville & Nashville R.R. Co. and United Transportation Union.
Arthur T. Van Wart ²	Atlanta, Ga.	Jan. 12, 1976	1599	The Denver & Rio Grande Western R.R. Co. and United Transportation Union (E).
William H. Coburn ²	Washington, D.C.	Sept. 11, 1975	1600	Cambria & Indiana R.R. Co. and United Transportation Union.
Do.	do.	do.	1601	Steeleton & Highspire R.R. Co. and United Transportation Union.
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	do.	1602	Union R.R. Co. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas ²	Washington, D.C.	Sept. 17, 1975	1603	Central of Georgia R.R. Co. and Brotherhood of Locomotive Engineers.
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	Dec. 23, 1975	1604	Illinois Terminal R.R. Co. and United Transportation Union.
Frederick R. Blackwell ²	Washington, D.C.	Sept. 30, 1975	1605	Louisville & Nashville R.R. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Irving T. Bergman ²	Mineola, N.Y.	do.	1606	Norfolk & Western Ry. Co. and United Transportation Union.

Thomas L. Hayes ¹	Burlington, Vt.	do.	1607	Central Vermont Ry., Inc. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas ²	Washington, D.C.	Oct. 2, 1975	1608	Chesapeake & Ohio Ry. Co. and System Federation No. 4, Railway Employees' Department, AFL-CIO, Carmen.
Arthur W. Sempliner ¹	Grosse Pointe Farms, Mich.	Mar. 9, 1976	1609	The Detroit & Toledo Shore Line R.R. Co. and United Transportation Union.
Francis X. Quinn ¹	Philadelphia, Pa.	Jan. 15, 1976	1610	Union R.R. Co. and Brotherhood of Locomotive Engineers.
David Dolnick ²	Chicago, Ill.	May 25, 1976	1611	Norfolk & Western Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Jacob Seidenberg ²	Falls Church, Va.	Nov. 4, 1975	1612	Penn Central Transportation Co. and International Brotherhood of Electrical Workers.
Joseph A. Sickles ²	Rockville, Md.	Oct. 6, 1975	1613	Southern Railway Co.; Cincinnati, New Orleans & Texas Pacific Ry. Co.; Alabama Great Southern R.R. Co.; New Orleans Terminal Co.; Georgia, Southern & Florida Ry. Co.; St. Johns River Terminal Co.; Interstate R.R. Co. and United Transportation Union (E&C).
John B. Criswell ²	Stigler, Okla.	Oct. 9, 1975	1614	Port Authority Trans-Hudson Corp. and American Train Dispatchers Association.
Harold M. Weston ²	New York, N.Y.	Nov. 3, 1975	1615	The Long Island R.R. and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.
Jacob Seidenberg ²	Falls Church, Va.	Nov. 6, 1975	1616	Louisiana & Arkansas Ry. Co. and Brotherhood of Locomotive Engineers.
Harold M. Weston ²	New York, N.Y.	Nov. 13, 1975	1617	California Western R.R. Co. and United Transportation Union.
David H. Brown ²	Sherman, Tex.	Nov. 11, 1975	1618	Seaboard Coast Line R.R. Co. and United Transportation Union (T).
Nicholas H. Zumas ²	Washington, D.C.	Feb. 18, 1976	1619	Union R.R. Co. and United Steelworkers of America.
Jacob Seidenberg ²	Falls Church, Va.	Oct. 31, 1975	1620	Fort Worth & Denver Ry. Co. and United Transportation Union.
David H. Brown ²	Sherman, Tex.	Oct. 22, 1975	1621	Seaboard Coast Line R.R. Co. and United Transportation Union (T).
Nicholas H. Zumas ²	Washington, D.C.	Feb. 18, 1976	1622	Port Authority Trans-Hudson Corp. and Brotherhood of Locomotive Engineers.
Irwin M. Lieberman ²	Stamford, Conn.	Nov. 24, 1975	1623	The Baltimore & Annapolis R.R. Co. and United Transportation Union.
William M. Edgett ²	Baltimore, Md.	Nov. 21, 1975	1624	The Long Island R.R. and American Railway Supervisors Association.
Nicholas H. Zumas ²	Washington, D.C.	Oct. 28, 1975	1625	Louisville & Nashville R.R. Co. and United Transportation Union (C&T).
Joseph A. Sickles ²	Rockville, Md.	Feb. 13, 1976	1626	Nevada Northern Ry. Co. and United Transportation Union.
Howard S. Block ²	Santa Ana, Calif.	Nov. 3, 1975	1626	Do.
Tedford E. Schoonover ²	Colorado Springs, Colo.	Mar. 10, 1976 ³	1627	Boston & Maine Corp. and Brotherhood Railway Carmen of the United States and Canada.
Irving R. Shapiro ²	Albany, N.Y.	Nov. 4, 1975	1628	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Robert M. O'Brien ²	Boston, Mass.	Nov. 25, 1975	1630	Erie Lackawanna Ry. Co. and United Transportation Union (T).
Arthur T. Van Wart ²	Atlanta, Ga.	Nov. 7, 1975	1633	Do.
Irving T. Bergman ²	Mineola, N.Y.	Nov. 24, 1975	1634	Norfolk & Portsmouth Belt Line R.R. Co. and United Transportation Union (T).
Arthur T. Van Wart ²	Atlanta, Ga.	May 17, 1976	1635	Missouri Pacific R.R. Co. and American Train Dispatchers Association.
Paul C. Dugan ²	Kansas City, Mo.	Nov. 24, 1975	1636	Seaboard Coast Line R.R. Co. and United Transportation Union (C&T).
Arthur T. Van Wart ²	Atlanta, Ga.	Nov. 14, 1975	1637	Erie Lackawanna Ry. Co. and United Transportation Union (T).
Louis Norris ²	New York, N.Y.	Nov. 24, 1975	1638	Pittsburgh & Lake Erie R.R. Co., The Lake Erie and Eastern R.R. Co. and Railroad Yardmasters of America.
Jacob Seidenberg ²	Falls Church, Va.	Dec. 1, 1975	1639	The Long Island R.R. and International Brotherhood of Teamsters, Local 808.
Irving R. Shapiro ²	Albany, N.Y.	Nov. 14, 1975	1640	Burlington Northern Inc. and International Brotherhood of Firemen and Oilers, System Council No. 15.
Harold M. Weston ²	New York, N.Y.	Dec. 8, 1975	1641	Erie Lackawanna Ry. Co. and United Transportation Union (T).
Joseph A. Sickles ²	Rockville, Md.	Nov. 21, 1975	1642	Do.
Preston J. Moore ²	Oklahoma City, Okla.	do.	1644	The Western Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
Arthur T. Van Wart ²	Atlanta, Ga.	Nov. 25, 1975		

See footnotes at end of table.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year July 1, 1975 to June 30, 1976—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Irving T. Bergman ¹	Mineola, N. Y.	Dec. 22, 1975	1645	Maine Central R.R. Co.—Portland Terminal Co. and Brotherhood Railway Carmen of the United States and Canada.
Robert O. Boyd ¹	Washington, D.C.	Nov. 26, 1975	1646	Norfolk & Western Ry. Co. and Brotherhood of Locomotive Engineers.
Jacob Seidenberg ¹	Falls Church, Va.	do.....	1647	The Los Angeles Junction Ry. Co. and United Transportation Union.
Do ¹	do.....	Dec. 4, 1975	1648	Southern Pacific Transportation Co. (PL) and Brotherhood of Locomotive Engineers.
David Dolnick ¹	Chicago, Ill.	Jan. 7, 1976	1649	Bangor & Aroostook R.R. Co. and Brotherhood Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Robert M. O'Brien ¹	Boston, Mass.	Dec. 11, 1975	1650	Houston Belt & Terminal Ry. Co. and Allied Services Division, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Arthur T. Van Wart ¹	Atlanta, Ga.	Mar. 5, 1976	1651	Peoria & Pekin Union Ry. Co. and United Transportation Union (E).
Do ¹	do.....	Feb. 10, 1976	1652	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (C&T).
Robert M. O'Brien ¹	Boston, Mass.	Feb. 23, 1976	1653	The Monongahela Connecting R.R. Co. and United Transportation Union.
Robert G. Williams ¹	Charlotte, N.C.	Jan. 5, 1976	1654	Norfolk & Western Ry. Co. and United Transportation Union.
Arthur T. Van Wart ¹	Atlanta, Ga.	Jan. 12, 1976	1655	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Robert M. O'Brien ¹	Boston, Mass.	Dec. 22, 1975	1656	The Long Island R.R. and Brotherhood of Locomotive Engineers.
Jacob Seidenberg ¹	Falls Church, Va.	Jan. 15, 1976	1657	Norfolk & Western Ry. Co. and Railroad Yardmasters of America.
Frederick R. Blackwell ¹	Washington, D.C.	Jan. 16, 1976	1658	Chicago, West Pullman & Southern R.R. Co. and United Transportation Union (E).
Don J. Harr ¹	Oklahoma City, Okla.	Feb. 17, 1976	1659	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (C&T).
Jacob Seidenberg ¹	Falls Church, Va.	Dec. 29, 1975	1660	The Long Island R.R. and Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
Do ¹	do.....	Jan. 7, 1976	1661	Canadian National Ry. and United Transportation Union.
Arthur T. Van Wart ¹	Atlanta, Ga.	May 24, 1976	1662	Akron, Canton & Youngstown R.R. and United Transportation Union (E).
Robert G. Williams ¹	Charlotte, N.C.	Jan. 15, 1976	1663	Winston-Salem Southbound Ry. Co. and United Transportation Union (T).
Joseph S. Kane ¹	Seattle, Wash.	Jan. 8, 1976	1664	Pacific & Arctic Ry. and Navigation Co. & International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
David H. Brown ¹	Sherman, Tex.	Jan. 30, 1976	1665	California Western R.R. and United Transportation Union.
Eugene Mittelman ¹	Washington, D.C.	Jan. 15, 1976	1666	Belt Railway Co. of Chicago and United Transportation Union.
Arthur T. Van Wart ¹	Atlanta, Ga.	Feb. 5, 1976	1667	Soo Line R.R. Co. and United Transportation Union (T&C).
Murray M. Rohman ¹	Fort Worth, Tex.	Jan. 12, 1976	1668	Penn. Central Transportation Co. and United Transportation Union (T).
John H. Dorsey ¹	Washington, D.C.	June 24, 1976	1670	Pittsburgh & Ohio Valley Ry. Co. and United Steelworkers of America.
Irving R. Shapiro ¹	Albany, N. Y.	Feb. 4, 1976	1671	The Long Island R.R. and United Transportation Union.
Do ¹	do.....	Jan. 16, 1976	1672	The Long Island R.R. and Brotherhood of Railroad Signalmen.
Robert G. Williams ¹	Charlotte, N.C.	Feb. 23, 1976	1673	Norfolk & Western Ry. Co. and United Transportation Union (C).
Arthur T. Van Wart ¹	Atlanta, Ga.	Jan. 16, 1976	1674	The Western Pacific R.R. Co. and United Transportation Union.
Irwin M. Lieberman ¹	Stamford, Conn.	Feb. 5, 1976	1675	The Long Island R.R. and United Transportation Union.
Do ¹	do.....	Feb. 17, 1976	1676	Penn. Central Transportation Co. and United Transportation Union (T).
Arthur T. Van Wart ¹	Atlanta, Ga.	Jan. 24, 1976	1677	Modesto & Empire Traction Co. and United Transportation Union (T).

Louis Yagoda ¹	New Rochelle, N.Y.	Apr. 13, 1976	1678	Norfolk & Western Ry. Co. and United Transportation Union (T).
Arthur T. Van Wart ²	Atlanta, Ga.	Apr. 16, 1976	1679	Seaboard Coast Line R.R. Co. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas ²	Washington, D.C.	Jan. 28, 1976	1680	Elgin, Joliet & Eastern Ry. Co. and United Transportation Union (T).
Robert M. O'Brien ²	Boston, Mass.	Jan. 30, 1976	1681	Central of Georgia Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Frederick R. Blackwell ²	Washington, D.C.	do.	1682	Southern Railway System and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Robert M. O'Brien ²	Boston, Mass.	Feb. 23, 1976	1683	The Monongahela Connecting R.R. Co. and United Transportation Union.
Murray M. Rohman ²	Fort Worth, Tex.	Mar. 23, 1976	1684	Illinois Central Gulf R.R. and United Transportation Union (T).
Jesse Simons ²	New York, N.Y.	Jan. 30, 1976	1685	Penn Central Transportation Co. and United Transportation Union (T&C).
Robert M. O'Brien ²	Boston, Mass.	Feb. 5, 1976	1686	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
H. Raymond Cluster ²	North Truro, Mass.	Feb. 4, 1976	1687	Union Pacific R.R. Co. and United Transportation Union (C&T).
Jacob Seidenberg ²	Falls Church, Va.	Feb. 5, 1976	1688	Penn Central Transportation Co. and Railroad Yardmasters of America.
John F. Sembower ²	Chicago, Ill.	Apr. 5, 1976	1689	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (T-C-E).
Robert M. O'Brien ²	Boston, Mass.	Feb. 10, 1976	1690	Atlanta & West Point R.R. Co./The Western Ry. of Alabama and United Transportation Union (C&T).
Irving R. Shapiro ²	Albany, N.Y.	Feb. 26, 1976	1691	The Long Island R.R. and Brotherhood of Railway Carmen of the United States and Canada.
Nicholas H. Zumas ²	Washington, D.C.	Feb. 11, 1976	1692	Newburgh & South Shore Ry. Co. and United Transportation Union (T).
Gene T. Ritter ²	Ardmore, Okla.	Apr. 6, 1976	1693	Louisville & Nashville R.R. Co. and United Transportation Union.
Harold M. Weston ²	New York, N.Y.	Feb. 19, 1976	1694	Burlington Northern, Inc. and Brotherhood Railway Carmen of the United States and Canada.
Preston J. Moore ²	Oklahoma City, Okla.	Mar. 15, 1976	1695	The Atchison, Topeka & Santa Fe Ry. Co., Southern Pacific Transportation Co. and United Transportation Union (S).
Robert M. O'Brien ²	Boston, Mass.	Apr. 23, 1976	1696	Cuyahoga Valley Ry. Co. and United Steelworkers of America.
Arthur T. Van Wart ²	Atlanta, Ga.	May 24, 1976	1697	Norfolk & Western Ry. Co. and United Transportation Union (T-C-E).
Preston J. Moore ²	Oklahoma City, Okla.	Apr. 20, 1976	1698	Fairport, Painesville & Eastern Ry. Co. and United Transportation Union.
Do ¹	do.	Mar. 15, 1976	1699	Louisville & Nashville R.R. Co. and United Transportation Union.
Harold M. Weston ²	New York, N.Y.	Mar. 1, 1976	1700	Norfolk & Western Ry. Co. and Brotherhood of Locomotive Engineers.
Irwin M. Lieberman ²	Stamford, Conn.	do.	1701	Union R.R. Co. and United Steelworkers of America.
Nicholas H. Zumas ²	Washington, D.C.	Mar. 3, 1976	1702	The Long Island R.R. and American Ry. Supervisors Association.
Do ²	do.	Apr. 12, 1976	1703	Louisville & Nashville R.R. Co. and United Transportation Union.
David Dolnick ²	Chicago, Ill.	Apr. 7, 1976	1704	Louisville & Nashville R.R. Co. and Brotherhood of Railroad Signalmen.
Nelson M. Bortz ¹	Kitty Hawk, N.C.	Mar. 17, 1976	1706	Norfolk, Franklin & Danville Ry. Co. and Brotherhood of Locomotive Engineers.
David H. Brown ²	Sherman, Tex.	Mar. 12, 1976	1707	Southern Pacific Transportation Co. (T&L Lines) and United Transportation Union (S).
Arthur W. Sempliner ²	Grosse Pointe Farms, Mich.	Apr. 5, 1976	1709	Ludington & Northern Ry. Co. and United Steelworkers of America.
Leverett Edwards ²	Fort Worth, Tex.	Mar. 17, 1976	1710	Texas-Mexican Ry. Co. and United Transportation Union (C&T).
David H. Brown ²	Sherman, Tex.	do.	1711	Penn Central Transportation Co. and United Transportation Union (E).
Arthur T. Van Wart ²	Atlanta, Ga.	do.	1712	Soo Line R.R. Co. and United Transportation Union (E).
Preston J. Moore ²	Oklahoma City, Okla.	June 15, 1976	1713	The Ogden Union Ry. & Depot Co. and United Transportation Union (E).
Do ²	do.	do.	1714	Union Pacific R.R. Co. and United Transportation Union (T).
John H. Dorsey ¹	Washington, D.C.	May 20, 1976	1716	Norfolk & Western Ry. Co. and United Transportation Union (T).
Louis Yagoda ²	New Rochelle, N.Y.	Mar. 23, 1976	1717	South Buffalo Ry. Co. and United Transportation Union (E&T).
Do ²	do.	June 29, 1976	1718	Aliquippa & Southern Ry. Co. and Transport Workers Union of America.
David Dolnick ²	Chicago, Ill.	Mar. 23, 1976	1719	Seaboard Coast Line R.R. Co. and Brotherhood of Railroad Signalmen.
Arthur T. Van Wart ²	Atlanta, Ga.	Mar. 29, 1976	1720	Western Maryland Ry. Co. and United Transportation Union (T).
Do ²	do.	Mar. 30, 1976	1721	Burlington Northern Inc., and United Transportation Union.
Nicholas H. Zumas ²	Washington, D.C.	do.	1722	Indiana Harbor Belt R.R. Co. and Brotherhood of Locomotive Engineers.

See footnotes at end of table.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), fiscal year July 1, 1975 to June 30, 1976—Continued*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Irving T. Bergman ¹	Mineola, N.Y.....	May 5, 1976	1723	The Long Island R.R. and International Brotherhood of Electrical Workers.
Paul C. Dugan ²	Kansas City, Mo.....	Apr. 20, 1976	1724	The Atchison, Topeka & Santa Fe Ry. Co. (Eastern Lines) and United Transportation Union (C&T).
Burl E. Hays ¹	Oklahoma City, Okla..	May 20, 1976	1725	Texas-Mexican Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Arthur T. Van Wart ¹	Atlanta, Ga.....	Apr. 5, 1976	1726	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Thomas G. S. Christensen ¹	New York, N.Y.....	May 24, 1976	1727	Central R.R. Co. of New Jersey and Great Lakes and River District Masters, Mates and Pilots.
Robert O. Boyd ¹	Joseph, Oreg.....	June 24, 1976	1723	Oregon & Northwestern R.R. Co. and Brotherhood of Locomotive Engineers.
Arthur T. Van Wart ¹	Atlanta, Ga.....	Apr. 12, 1976	1731	Terminal R.R. Association of St. Louis and Brotherhood of Locomotive Engineers.
John B. Criswell ¹	Stigler, Okla.....	Apr. 20, 1976	1733	Portland Terminal R.R. Co. and United Transportation Union.
John H. Dorsey ¹	Washington, D.C.....	May 4, 1976	1734	The Toledo Lakefront Dock Co. and International Longshoremen's Association.
Arthur T. Van Wart ¹	Atlanta, Ga.....	June 2, 1976	1735	Longview Switching Co., Longview Portland & Northern Ry. Co. and United Transportation Union.
Do. ¹	do.....	Apr. 23, 1976	1736	Norfolk & Western Ry. Co. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas ¹	Washington, D.C.....	do.....	1737	Illinois Central Gulf R.R. and International Association of Machinists and Aerospace Workers.
Harold M. Weston ¹	New York, N.Y.....	Apr. 26, 1976	1738	The Atchison, Topeka & Santa Fe Ry. Co. (Western Lines) and Brotherhood of Locomotive Engineers.
Irving R. Shapiro ¹	Albany, N.Y.....	Apr. 27, 1976	1740	The Long Island R.R. and American Railway Supervisors Association.
Nicholas H. Zumas ¹	Washington, D.C.....	June 22, 1976	1741	Pittsburgh & Lake Erie R.R. Co. and The Lake Erie and Eastern R.R. Co. and Transport Workers Union of America.
Thomas L. Hayes ¹	Burlington, Vt.....	June 24, 1976	1743	Central Vermont Ry. and United Transportation Union (E).
Nicholas H. Zumas ¹	Washington, D.C.....	June 29, 1976	1744	Aliquippa & Southern R.R. Co. and Transport Workers Union of America.
Hubert Wyckoff ¹	Watsonville, Calif.....	May 24, 1976	1745	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (C&T).
Robert M. O'Brien ¹	Boston, Mass.....	May 28, 1976	1746	Green Bay & Western R.R. Co. and United Transportation Union.

Preston J. Moore ²	Oklahoma City, Okla.	June 22, 1976	1747	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Nicholas H. Zumas ¹	Washington, D.C.	May 20, 1976	1748	Indiana Harbor Belt R.R. Co. and Brotherhood of Locomotive Engineers.
John B. Criswell ²	Stigler, Okla.	May 17, 1976	1749	Central of Georgia R.R. Co. and United Transportation Union (S).
Arthur T. Van Wart ²	Atlanta, Ga.	do	1750	Atlanta Joint Terminal and United Transportation Union (T).
Louis Yagoda ¹	New Rochelle, N.Y.	do	1751	Norfolk & Western Ry. Co. and United Transportation Union (C&E&T).
David Dolnick ²	Chicago, Ill.	May 24, 1976	1752	Consolidated Rail Corp. and Brotherhood of Locomotive Engineers.
Arthur T. Van Wart ²	Atlanta, Ga.	do	1753	Norfolk & Western Ry. Co. and United Transportation Union (E).
Preston J. Moore ²	Oklahoma City, Okla.	do	1754	Terminal Railway Alabama State Docks and United Transportation Union.
Nicholas H. Zumas ²	Washington, D.C.	May 25, 1976	1756	Duluth, Missabe & Iron Range Ry. Co. and United Transportation Union.
John B. Criswell ²	Stigler, Okla.	May 28, 1976	1757	Atlanta & St. Andrews Bay Ry. Co. and United Transportation Union.
William M. Edgett ²	Baltimore, Md.	June 2, 1976	1759	Burlington Northern Inc. and United Transportation Union (T).
Arthur T. Van Wart ²	Atlanta, Ga.	June 4, 1976	1760	Norfolk & Western Ry. Co. and Brotherhood of Maintenance of Way Employees.
William G. Caples ²	Chicago, Ill.	June 24, 1976	1761	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Joseph E. Cole ²	Junction City, Kans.	do	1762	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union.
Harold M. Weston ²	New York, N.Y.	June 15, 1976	1763	Kansas City Southern Ry. Co. and Brotherhood of Locomotive Engineers.
David H. Brown ²	Sherman, Tex.	do	1766	The Colorado & Southern Ry. Co. and United Transportation Union.
Nicholas H. Zumas ²	Washington, D.C.	do	1767	Clinchfield R.R. Co. and United Transportation Union.
Do. ²	do	do	1768	Burlington Northern Inc. and Brotherhood of Locomotive Engineers.
Paul C. Dugan ²	Kansas City, Mo.	June 24, 1976	1769	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (C-T-Y).
David H. Brown ²	Sherman, Tex.	June 18, 1976	1770	Ashley, Drew & Northern Ry. Co. and United Transportation Union (E).
Jacob Seidenberg ²	Falls Church, Va.	June 22, 1976	1771	The Kansas City Southern Ry. Co./Louisiana & Arkansas Ry. Co. and United Transportation Union (T).
Leverett Edwards ²	Fort Worth, Tex.	June 29, 1976	1773	Chesapeake & Ohio Ry. Co. and United Transportation Union (E).
Robert O. Boyd ²	Washington, D.C.	do	1775	Richmond, Fredericksburg & Potomac R.R. Co. and United Transportation Union (T).

¹ Procedural.² Merits.³ Neutral resigned.

1. *Neutrals appointed pursuant to Public Law 89-456 (Public Law Boards), transition quarter July 1-Sept. 30, 1976*

Name	Residence	Date of appointment	Public Law Board No.	Parties
Robert M. O'Brien ^{1,2}	Boston, Mass.	July 2, 1976	1401	Burlington Northern, Inc. and United Transportation Union (C).
William M. Edgett ¹	Baltimore, Md.	Aug. 2, 1976	1632	Illinois Central Gulf R.R. and United Transportation Union.
Robert M. O'Brien ¹	Boston, Mass.	Aug. 25, 1976	1729	Aliquippa & Southern R.R. Co. and United Transportation Union (T).
John H. Dorsey ¹	Rehoboth Beach, Del.	Sept. 13, 1976	1730	Buffalo Creek R.R. Co. and United Transportation Union.
Do ²	Washington, D.C.	July 8, 1976	1732	Detroit, Toledo & Ironton R.R. and United Transportation Union.
Nicholas H. Zumas ¹	do.	Aug. 2, 1976	1739	Bessemer & Lake Erie Ry. and United Transportation Union (E).
Tedford E. Schoonover ²	Colorado Springs, Colo.	Sept. 14, 1976	1764	Kansas City Terminal Ry. Co. and United Transportation Union (E).
Arthur T. Van Wart ¹	Atlanta, Ga.	Sept. 16, 1976	1772	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union.
Murray M. Rohman ²	Fort Worth, Tex.	July 2, 1976	1774	The Belt Ry. Co. of Chicago and United Transportation Union.
Nicholas H. Zumas ¹	Washington, D.C.	July 9, 1976	1776	Norfolk & Western Ry., Co. and Brotherhood of Railroad Signalmen.
H. Raymond Cluster ¹	North Truro, Mass.	July 2, 1976	1777	Burlington Northern and United Transportation Union (T).
William M. Edgett ¹	Ellicott City, Md.	Aug. 12, 1976	1778	Louisville & Nashville R.R. Co. and United Transportation Union.
See footnotes at end of table.				
David R. Douglass ²	Oklahoma City, Okla.	July 2, 1976	1779	Consolidated Rail Corp. and Brotherhood of Locomotive Engineers.
Arthur T. Van Wart ²	Atlanta, Ga.	July 20, 1976	1781	The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (C-T-Y).
Irwin M. Lieberman ²	Stamford, Conn.	do.	1782	Union R.R. Co. and United Steelworkers of America.
Jacob Seidenberg ²	Falls Church, Va.	July 26, 1976	1783	Consolidated Rail Corp. and United Transportation Union (E).
Martin L. Rose ²	New York, N.Y.	Aug. 4, 1976	1784	The Long Island R.R. and Police Benevolent Association.
Frederick R. Blackwell ²	Washington, D.C.	July 23, 1976	1785	Union Pacific R.R. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
David H. Brown ²	Sherman, Tex.	Sept. 7, 1976	1786	Louisville & Nashville R.R. Co. and United Transportation Union.
Gene T. Ritter ²	Ardmore, Okla.	Aug. 26, 1976	1787	St. Louis-San Francisco Ry. Co. and American Train Dispatchers Assn.
Arthur T. Van Wart ²	Atlanta, Ga.	Sept. 13, 1976	1788	Denver & Rio Grande Western R.R. Co. and United Transportation Union (C-T).
Nicholas H. Zumas ²	Washington, D.C.	Aug. 4, 1976	1789	St. Louis-San Francisco Ry. and Brotherhood of Locomotive Engineers.
David Dolnick ²	Chicago, Ill.	July 28, 1976	1790	Norfolk & Western Ry. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Do.	do.	Aug. 23, 1976	1792	Brooklyn Eastern District Terminal and United Transportation Union.
Sam Kagel ²	San Francisco, Calif.	do.	1793	Nevada Northern Ry. Co. and United Steelworkers of America.
Arthur W. Sempliner ¹	Grosse Pointe Farms, Mich.	Sept. 13, 1976	1794	Detroit, Toledo & Ironton R.R. Co. and Brotherhood of Locomotive Engineers.
Harold M. Weston ²	New York, N.Y.	Sept. 7, 1976	1798	Longview Switching Co. and Brotherhood of Locomotive Engineers.
Preston J. Moore ²	Oklahoma City, Okla.	do.	1799	Norfolk & Western Ry. Co. and United Transportation Union (E).
Arthur T. Van Wart ²	Atlanta, Ga.	do.	1800	Indiana Harbor Belt R.R. Co. and Brotherhood of Locomotive Engineers.
Thomas L. Hayes ²	Burlington, Vt.	do.	1801	Central Vermont Ry., Inc. and Brotherhood of Locomotive Engineers.
Irwin M. Lieberman ²	Stamford, Conn.	Sept. 14, 1976	1802	Houston Belt & Terminal Ry. Co. Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
Preston J. Moore ²	Oklahoma City, Okla.	do.	1803	Central California Traction Co. and United Transportation Union.
Harold M. Weston ²	New York, N.Y.	do.	1805	Burlington Northern, Inc. and United Transportation Union (E).
Murray M. Rohman ¹	Fort Worth, Tex.	Sept. 22, 1976	1806	Port Terminal R.R. Association, Texas City Terminal Ry. Co. and United Transportation Union (E&T).
Preston J. Moore ²	Oklahoma City, Okla.	do.	1808	Western Pacific R.R. Co. and United Transportation Union.
Harold M. Weston ²	New York, N.Y.	Sept. 24, 1976	1809	The Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Locomotive Engineers.

Arthur T. Van Wart ¹	Atlanta, Ga.....	Sept. 28, 1976	1810 The Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union (E).
Harold M. Weston ²	New York, N.Y.....	do.....	1811 Chicago & North Western Transportation Co. and United Transportation Union (C&T).
Irwin M. Lieberman ³	Stamford, Conn.....	do.....	1812 Southern Pacific Transportation Co. (T&L Lines) and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Nicholas H. Zumas ³	Washington, D.C.....	do.....	1814 Illinois Central Gulf R.R. and United Transportation Union.

¹ Procedural.

² Merits.

³ Natural resigned.

2. Arbitrators appointed—Arbitration Boards, July 1, 1975 to June 30, 1976

Name	Residence	Date of appointment	Arbitration board and case no.	Parties
Joseph A. Sickles ¹	Rockville, Md.....	July 55, 1975	Arbitration No. 353, Case No. A-8830.	Lehigh Valley R.R. Co. and United Transportation Union.
Irving R. Shapiro.....	Albany, N.Y.....	July 25, 1975	Arbitration No. 354, No case number.	Reading Co. and Brotherhood of Locomotive Engineers.
William M. Edgett.....	Baltimore, Md.....	Aug. 13, 1975	Arbitration No. 354, No case number.	Do.
(Converted to Special Board of Adjustment No. 855)			Arbitration No. 355, Case No. A-8811.	Chesapeake & Ohio Ry. Co. and Brotherhood of Railroad Signalmen.
Paul D. Hanlon.....	Portland, Oreg.....	Sept. 26, 1975	Arbitration No. 356, No case number.	Southern Pacific Transportation Co. and Brotherhood of Locomotive Engineers.
Francis X. Quinn, S.J.....	Philadelphia, Pa.....	Nov. 3, 1975	Arbitration No. 357, No case number.	Penn Central Transportation Co. and Brotherhood of Locomotive Engineers.
Paul D. Hanlon.....	Portland, Oreg.....	Nov. 4, 1975	Arbitration No. 358, Case No. A-8830.	Southern Pacific Transportation Co. and United Transportation Union (C-T-E).
Robert O. Boyd.....	Washington, D.C.....	do.....	Arbitration No. 359, No case number.	Norfolk & Western Ry Co. and Brotherhood of Locomotive Engineers.
Parties disposed of dispute.....			Arbitration No. 360, No case number.	Atchison, Topeka & Santa Fe Ry. Co. and Brotherhood of Locomotive Engineers.
Do.....			Arbitration No. 361, Case No. A-8830.	Atchison, Topeka & Santa Fe Ry. Co. and United Transportation Union.
H. Raymond Cluster ¹	North Truro, Mass.....	May 28, 1976	Arbitration No. 362, No case number.	Chicago, Rock Island & Pacific R.R. Co. and Brotherhood of Locomotive Engineers.
Nicholas H. Zumas.....	Washington, D.C.....	June 16, 1976	Arbitration No. 363, Case No. A-8830.	Chicago, West Pullman & Southern R.R. Co. and United Transportation Union.
			Arbitration No. 363, Case No. A-8830.	Do.

¹ Relinquished assignment.

2a. Arbitrators appointed—Task Force Arbitrations, July 1, 1975 to June 30, 1976

Name	Residence	Date of appointment	Task Force Board No.	Parties
John B. Criswell.....	Stigler, Okla.....	Mar. 25, 1976	8	Chicago, Rock Island & Pacific R.R. Co. and United Transportation Union.
Jacob Seidenberg.....	Falls Church, Va.....	Sept. 14, 1976	9	Norfolk & Western Ry. Co. and United Transportation Union.

3. Neutrals appointed—Special Boards of Adjustment, July 1, 1975 to June 30, 1976

Name	Residence	Date of appointment	Special Board No.	Parties
Irwin M. Lieberman ¹	Stamford, Conn.....	Nov. 28, 1975	605	National Railway Labor Conference and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, Brotherhood of Railroad Signalmen, Brotherhood of Maintenance of Way Employees, and Hotel and Restaurant Employees' and Bartenders International Union.
Robert M. O'Brien ¹	Boston, Mass.....	May 18, 1976	605	Do.
David H. Brown ¹	Sherman, Tex.....	Jan. 16, 1976	793	Burlington Northern Inc. and United Transportation Union (E).
Robert G. Williams.....	Charlotte, N.C.....	July 1, 1975	847	Norfolk & Western Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Nicholas H. Zumas.....	Washington, D.C.....	July 15, 1975	848	Norfolk & Western Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Jacob Seidenberg.....	Falls Church, Va.....	Aug. 7, 1975	849	Norfolk & Western Ry. Co. and United Transportation Union.
Arthur T. Van Wart.....	Atlanta, Ga.....	July 23, 1975	850	National Carriers Conference Committee and Brotherhood of Locomotive Engineers and United Transportation Union (S&E).
Leverett Edwards.....	Fort Worth, Tex.....	Aug. 29, 1975	851	Norfolk & Western Ry. Co. and United Transportation Union (T).
Frederick R. Blackwell.....	Washington, D.C.....	Aug. 20, 1975	852	Louisville & Nashville R.R. Co. and American Train Dispatchers Association.
Jacob Seidenberg.....	Falls Church, Va.....	Nov. 4, 1975	853	Erie Lackawanna Ry. Co. and United Transportation Union.
Nicholas H. Zumas.....	Washington, D.C.....	Sept. 25, 1975	854	Penn Central Transportation Co. and Railway Employees' Department.
William M. Edgett.....	Baltimore, Md.....	Oct. 3, 1975	855	Chesapeake & Ohio Ry. Co. and Brotherhood of Railroad Signalmen.
William M. Edgett.....	Baltimore, Md.....	Dec. 23, 1975	856	Penn Central Transportation Co. and United Transportation Union (T).
Jacob Seidenberg.....	Falls Church, Va.....	Nov. 24, 1975	857	Southern Railway Co., Norfolk Southern R.R. Co.; Carolina Northwestern Ry. Co.; and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
Nelson M. Bortz.....	Kitty Hawk, N.C.....	Feb. 13, 1976	858	Norfolk & Western Ry. Co. and Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees.
H. Raymond Cluster.....	North Truro, Mass.....	May 5, 1976	859	National Railway Labor Conference and United Transportation Union.
Jacob Seidenberg.....	Falls Church, Va.....	June 25, 1976	860	Consolidated Rail Corp. and United Transportation Union (T).
David L. Kabaker.....	Cleveland, Ohio.....	do.....	861	Norfolk & Western Ry. Co. and United Transportation Union.

¹ Parties replaced neutral previously appointed.

² Neutral resigned.

3. *Neutrals appointed—Special Boards of Adjustment, transition quarter July 1–Sept. 30, 1976*

Name	Residence	Date of appointment	Special Board No.	Parties
Irving R. Shapiro ¹	Albany, N.Y.	Aug. 27, 1976	739	The Long Island R.R. and Brotherhood Railway Carmen of United States, and Canada.
Harold M. Weston	New York, N.Y.	Sept. 3, 1976	862	Union Pacific R.R. Co. and United Transportation Union (T).

¹ Parties replaced neutral previously appointed.

4. *Neutrals appointed pursuant to union shop agreement, July 1, 1975 to June 30, 1976*

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
Joseph S. Kane	Seattle, Wash.	July 7, 1975	Western Pacific R.R. Co.	American Train Dispatchers Association.	C. T. Mallory.

4a. *Neutrals appointed pursuant to Interstate Commerce Commission's orders, July 1, 1975 to June 30, 1976*

Name	Residence	Date of appointment	Carrier	Organization	Individual involved
Preston J. Moore	Oklahoma City, Okla.	Oct. 24, 1975	Illinois Central Gulf R.R. Co.		Jim Mills.
C. Robert Roadley	Montross, Va.	June 24, 1976	Penn Central Transportation Co.		Robert W. Sommerville.

5a. Referees appointed—System Board of Adjustment July 1, 1975 to June 30, 1976

Name	Residence	Date of appointment	Parties
Murray M. Rohman ¹	Fort Worth, Tex.....	July 1, 1975, panel....	Capitol International Airways, Inc. and Air Line Pilots Association.
Parties used ad hoc arbitrators from California area. Six Flight Attendant grievance disputes.	.....	do.....	Trans International Airlines and International Brotherhood of Teamsters.
Parties resolved without need for neutral arbitrator.	.....	do.....	Capitol International Airways, Inc. and Air Line Pilots Association.
Do.....	.....	do.....	Do.
Preston J. Moore ¹	Oklahoma City, Okla.....	do.....	Southern Airways, Inc. and Air Line Stewards and Stewardesses Association Local 550.
Francis J. Robertson.....	Washington, D.C.....	do.....	Do.
Louis Szep ¹	Dallas, Tex.....	do.....	Braniff Airways, Inc. and International Association of Machinists and Aerospace Workers.
Joseph S. Kane.....	Seattle, Wash.....	July 2, 1975, panel....	Alaska Airlines, Inc. and Air Line Pilots Association.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	do.....	Do.
Joseph S. Kane.....	Seattle, Wash.....	do.....	Saturn Airways, Inc. and Air Line Pilots Association.
Morris L. Myers.....	San Francisco, Calif.....	do.....	Do.
Parties resolved without need for neutral arbitrator.	.....	do.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Do.....	.....	July 3, 1975, panel....	Braniff Airways, Inc. and Air Line Pilots Association.
James J. Sherman.....	Tampa, Fla.....	Aug. 7, 1975, panel....	Taca International Airlines, S. A. and Air Line Pilots Association.
Howard G. Gamser.....	Washington, D.C.....	do.....	Do.
G. Allan Dash, Jr.....	Philadelphia, Pa.....	do.....	Prinair and International Association of Machinists and Aerospace Workers.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	Aug. 7, 1975.....	Johnson International Airlines and International Association of Machinists and Aerospace Workers.
John P. Linn.....	Littleton, Colo.....	do.....	Do.
Anthony V. Sinicropi.....	Iowa City, Iowa.....	do.....	Do.
Frank J. Dugan.....	Washington, D.C.....	Aug. 8, 1975.....	Ozark Air Lines, Inc. and International Association of Machinists and Aerospace Workers.
Morris L. Myers.....	San Francisco, Calif.....	Aug. 13, 1975, panel....	Braniff Airways, Inc. and Air Line Pilots Association.
M. David Keefe.....	Roseville, Mich.....	Aug. 14, 1975, panel....	Do.
Jacob Seidenberg.....	Falls Church, Va.....	do.....	Do.
John P. Linn.....	Littleton, Colo.....	do.....	Do.
Preston J. Moore.....	Oklahoma City, Okla.....	do.....	Southern Airways, Inc. and Air Line Pilots Association.
Edmond W. Schedler.....	Dallas, Tex.....	do.....	Capital International Airways and Air Line Pilots Association.
Leo C. Brown.....	St. Louis, Mo.....	do.....	Do.
James C. Vadakin.....	Coral Gables, Fla.....	do.....	National Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Parties resolved without need for neutral arbitrator.	.....	do.....	Braniff Airways, Inc. and Air Line Pilots Association.
Arnold Zack.....	Boston, Mass.....	Aug. 15, 1975.....	Pan American World Airways, Inc. and International Brotherhood of Teamsters.
Harold D. Jones, Jr.....	Atlanta, Ga.....	Aug. 14, 1975, panel....	National Airlines, Inc. and International Association of Machinists and Aerospace Workers.
George S. Roukis.....	New Hyde Park, N.Y.....	Aug. 18, 1975.....	Argentine Airlines and Transport Workers Union of America.
James M. Harkless.....	Washington, D.C.....	do.....	Do.
Irwin M. Lieberman.....	Stamford, Conn.....	do.....	Do.

Walter C. Wallace.....	Chevy Chase, Md.....	do.....	Do.
Millard Cass.....	Washington, D.C.....	do.....	Do.
Eva Robins.....	New York, N.Y.....	do.....	National Airlines, Inc. and Air Line Pilots Association.
Francis A. O'Neill, Jr.....	Manasquan, N.J.....	do.....	Do.
Francis J. Robertson.....	Washington, D.C.....	do.....	Do.
Nicholas J. Zumas.....	do.....	do.....	Do.
Alice B. Grant.....	Ithaca, N.Y.....	do.....	Do.
Peyton M. Williams.....	Oklahoma City, Okla.....	do.....	Do.
Herbert L. Marx, Jr.....	New York, N.Y.....	do.....	Do.
Jean T. McKelvey.....	Rochester, N.Y.....	do.....	Do.
Joseph A. Sickles.....	Rockville, Md.....	do.....	Do.
Arnold Ordman.....	Bethesda, Md.....	do.....	Do.
Howard G. Gamser.....	Washington, D.C.....	do.....	Do.
Paul C. Dugan.....	Kansas City, Mo.....	Aug. 25, 1975.....	Ozark Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Arthur Stark.....	New York, N.Y.....	Aug. 28, 1975.....	Allegheny Airlines, Inc. and Air Line Pilots Association.
Eva Robins.....	do.....	do.....	Ozark Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Bert L. Luskin.....	Chicago, Ill.....	do.....	Mexicana Airlines and International Association of Machinists and Aerospace Workers.
Donald J. Harr.....	Oklahoma City, Okla.....	Aug. 29, 1975, panel.....	Braniff Airways, Inc. and International Association of Machinists and Aerospace Workers.
Preston J. Moore.....	do.....	do.....	Do.
James J. Sherman.....	Tampa, Fla.....	do.....	Capitol International Airways and Air Line Pilots Association.
Paul C. Dugan.....	Kansas City, Mo.....	do.....	Do.
Joseph V. McKenna.....	St. Louis, Mo.....	do.....	Do.
Jerry L. Goodman.....	Oklahoma City, Okla.....	do.....	Do.
Murray M. Rohman.....	Fort Worth, Tex.....	do.....	Do.
Dana E. Eischen.....	Liverpool, N.Y.....	do.....	Do.
Panel submitted but parties have not decided on arbitrator.		Aug. 29, 1975.....	Allegheny Airlines, Inc. and Air Line Pilots Association.
Do.....		do.....	Do.
Byron R. Abernethy.....	Lubbock, Tex.....	Sept. 23, 1975, panel.....	Capitol International Airways, Inc. and Air Line Pilots Association.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	do.....	Braniff Airways, Inc. and Air Line Pilots Association.
William H. Coburn.....	Washington, D.C.....	Sept. 24, 1975.....	Johnson International Association of Machinists and Aerospace Workers.
Joseph S. Kane.....	Seattle, Wash.....	do.....	Do.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	do.....	Do.
John P. Linn.....	Denver, Colo.....	Sept. 25, 1975.....	Alaska Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Howard G. Gamser.....	Washington, D.C.....	Sept. 30, 1975, panel.....	Cargo Development Co. and International Association of Machinists and Aerospace Workers.
Joseph V. McKenna.....	St. Louis, Mo.....	Oct. 1, 1975.....	Ozark Airlines, Inc. and Air Line Pilots Association.
Louis Norris.....	New York, N.Y.....	Oct. 2, 1975.....	Air India and International Brotherhood of Teamsters.
Walter C. Wallace.....	Chevy Chase, Md.....	Oct. 1, 1975.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Eugene Mittelman.....	Washington, D.C.....	Oct. 2, 1975.....	Do.
Bert L. Luskin.....	Chicago, Ill.....	Oct. 1, 1975.....	Do.
Patrick J. Fisher.....	Indianapolis, Ind.....	do.....	Do.
Mark L. Kahn.....	Detroit, Mich.....	do.....	Do.
Paul C. Dugan.....	Kansas City, Mo.....	Oct. 2, 1975.....	Do.

5a. Referres appointed—System Board of Adjustment July 1, 1975 to June 30, 1976—Continued

Name	Residence	Date of appointment	Parties
Irving T. Bergman.....	Mineola, N. Y.....	Oct. 1, 1975.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Irwin M. Lieberman.....	Stamford, Conn.....	do.....	Do.
Marvin J. Feldman.....	Cleveland, Ohio.....	do.....	Do.
Phillip G. Marshall.....	Milwaukee, Wis.....	do.....	Do.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	Oct. 17, 1975.....	Johnson International Airlines and International Association of Machinists and Aerospace Workers.
Irving R. Shapiro.....	Albany, N. Y.....	Nov. 3, 1975, panel.....	Pan American World Airways and International Brotherhood of Teamsters.
Panel submitted but dispute never arbitrated.		Nov. 3, 1975.....	Piedmont Airlines and International Association of Machinists and Aerospace Workers.
Do.....		do.....	Do.
Do.....		do.....	Do.
Do.....		do.....	Do.
Do.....		do.....	Do.
Do.....		do.....	Do.
Do.....		do.....	Do.
Jacob Seidenberg.....	Falls Church, Va.....	Nov. 13, 1975, panel.....	Prinair and Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees.
John P. Linn.....	Denver, Colo.....	Nov. 24, 1975.....	Johnson International Airlines and International Association of Machinists and Aerospace Workers.
Joseph S. Kane.....	Seattle, Wash.....	do.....	Do.
Arnold Ordman.....	Bethesda, Md.....	do.....	Do.
Eugene Mittelman.....	Washington, D. C.....	do.....	Do.
Walter C. Wallace.....	do.....	do.....	Do.
Francis J. Robertson.....	do.....	do.....	Do.
Paul D. Hanlon.....	Portland, Oreg.....	Nov. 25, 1975.....	Alaska Airlines, Inc. and Air Line Pilots Association.
J. B. Gillingham.....	Seattle, Wash.....	do.....	Do.
Joseph E. Cole.....	Junction City, Kans.....	Dec. 2, 1975.....	Ozark Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Perry G. Gathright.....	Pearland, Tex.....	do.....	Do.
Patrick J. Fisher.....	Indianapolis, Ind.....	do.....	Do.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	do.....	Do.
Leo C. Brown.....	St. Louis, Mo.....	do.....	Do.
Panel submitted but dispute settled before arbitration.		Dec. 19, 1975.....	Alaska Airlines, Inc. and Air Line Pilots Association.
Thomas T. Roberts.....	Rolling Hills, Calif.....	Dec. 19, 1975, panel.....	Do.
Anne Holman Woolf.....	Norman, Okla.....	do.....	Do.
Walter N. Kaufman.....	La Jolla, Calif.....	do.....	Do.
Donald Hamilton.....	Oklahoma City, Okla.....	do.....	Do.
Lloyd H. Bailer.....	Los Angeles, Calif.....	do.....	Do.
Thomas T. Roberts.....	Rolling Hills, Calif.....	do.....	Do.
Merton C. Bernstein.....	Columbus, Ohio.....	do.....	Capitol International Airways and Air Line Pilots Association.
Morris L. Myers.....	San Francisco, Calif.....	do.....	Air Canada and International Association of Machinists and Aerospace Workers.

Arnold M. Zack.....	Boston, Mass.....	Dec. 23, 1975.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Walter C. Wallace.....	Washington, D.C.....	Dec. 24, 1975.....	Do.
Bert L. Luskin.....	Chicago, Ill.....	do.....	Do.
Patrick J. Fisher.....	Indianapolis, Ind.....	do.....	Do.
Burl E. Hays.....	Oklahoma City, Okla.....	do.....	Do.
Woodrow J. Sandler.....	New York, N.Y.....	do.....	Do.
Eugene Mittelman.....	Washington, D.C.....	Jan. 15, 1976.....	Sabena Belgian World Airlines and Transport Workers Union of America.
Paul D. Hanlon.....	Portland, Oreg.....	Jan. 16, 1976.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Burton Turkus.....	New York, N.Y.....	Jan. 15, 1976.....	Alitalia and International Association of Machinists and Aerospace Workers.
Gladys W. Gruenberg.....	St. Louis, Mo.....	Jan. 16, 1976, panel.....	Texas International Airlines, Inc. and Air Line Pilots Association.
Leverett Edwards.....	Fort Worth, Tex.....	do.....	Do.
Millard Cass.....	Silver Spring, Md.....	do.....	Do.
Eva Robins.....	New York, N.Y.....	do.....	Do.
Lawrence T. Holden, Jr.....	Boston, Mass.....	do.....	Do.
John P. Linn.....	Denver, Colo.....	Jan. 19, 1976.....	Hughes Airwest and Aircraft Mechanics Fraternal Association.
Preston J. Moore.....	Oklahoma City, Okla.....	do.....	Do.
Peyton M. Williams.....	do.....	do.....	Do.
Howard G. Gamser.....	Washington, D.C.....	Jan. 22, 1976.....	Eastern Airlines, Inc. and Salaried Non-Management Employees.
Francis A. O'Neill, Jr.....	Manasquan, N.J.....	do.....	Do.
Dana E. Eischen.....	East Syracuse, N.Y.....	Feb. 13, 1976.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Paul C. Dugan.....	Kansas City, Mo.....	Feb. 13, 1976, panel.....	Braniff Airways, Inc. and Air Line Pilots Association.
Woodrow J. Sandler.....	New York, N.Y.....	Feb. 17, 1976.....	Northwest Airlines, Inc. and the Air Line Pilots Association.
Gladys W. Gruenberg.....	St. Louis, Mo.....	Mar. 8, 1976, panel.....	Texas International Airlines, Inc. and Air Line Pilots Association.
Irwin M. Lieberman.....	Stamford, Conn.....	Mar. 9, 1976.....	Alitalia and International Association of Machinists and Aerospace Workers.
Irving T. Bergman.....	Mineola, N.Y.....	do.....	Do.
Panel submitted but dispute never arbitrated.....	do.....	do.....	Pan American World Airways, Inc. and International Brotherhood of Teamsters.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	Mar. 10, 1976.....	Northwest Airlines, Inc. and Air Line Pilots Association.
John P. Linn.....	Denver, Colo.....	do.....	Do.
Robert L. Stutz.....	Storrs, Conn.....	do.....	Do.
John P. Linn.....	Denver, Colo.....	Mar. 8, 1976.....	Alaska Airlines, Inc. and Air Line Pilots Association.
Panel submitted but dispute settled by parties.....	do.....	do.....	Braniff Airways, Inc. and Air Line Pilots Association.
Peyton M. Williams.....	Oklahoma City, Okla.....	Mar. 8, 1976, panel.....	Do.
Jerre S. Williams.....	Austin, Tex.....	do.....	Do.
James M. Harkless.....	Washington, D.C.....	Mar. 10, 1976.....	Northwest Airlines, Inc. and Air Line Pilots Association.
John F. Sembower.....	Chicago, Ill.....	do.....	Do.
Frederick R. Blackwell.....	Washington, D.C.....	Mar. 11, 1976.....	Do.
C. Robert Roadley.....	Montross, Va.....	do.....	Do.
James M. Harkless.....	Washington, D.C.....	Mar. 15, 1976.....	Pan American World Airways and Transport Workers Union of America.
Francis J. Robertson.....	Washington, D.C.....	do.....	Alitalia and International Association of Machinists and Aerospace Workers.
Ida Klaus.....	New York, N.Y.....	Apr. 2, 1976, panel.....	Braniff International and Air Line Pilots Association.
Russell A. Smith.....	Naples, Fla.....	do.....	Lan Chile Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Paul C. Dugan.....	Kansas City, Mo.....	do.....	Braniff Airways and Air Line Pilots Association.
David M. Helfeld.....	Rio Piedras, Puerto Rico.....	Apr. 5, 1976, panel.....	National Airlines, Inc. and Air Line Pilots Association.

5a. Referees appointed—System Board of Adjustment July 1, 1975 to June 30, 1976—Continued

Name	Residence	Date of appointment	Parties
Paul D. Hanlon.....	Portland, Oreg.....	Apr. 20, 1976, panel..	Saturn Airways, Inc. and Air Line Pilots Association.
John E. Gorsuch.....	Denver, Colo.....	do.....	Do.
Leo C. Brown.....	St. Louis, Mo.....	Apr. 21, 1976.....	Ozark Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Howard G. Garner.....	Washington, D.C.....	do.....	Do.
Joseph V. McKenna.....	St. Louis, Mo.....	do.....	Do.
William G. Caples.....	Chicago, Ill.....	do.....	Do.
Byron R. Abernethy.....	Lubbock, Tex.....	Apr. 28, 1976.....	Do.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	May 20, 1976.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Rodney E. Dennis.....	Ithaca, N.Y.....	do.....	Do.
Leo C. Brown.....	St. Louis, Mo.....	do.....	Do.
Panel submitted but dispute never arbitrated.		do.....	Texas International Airlines, Inc. and Air Line Pilots Association.
James C. Vadakin.....	Coral Gables, Fla.....	May 20, 1976, panel..	National Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Dana E. Eischen.....	East Syracuse, N.Y.....	May 21, 1976.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Mark L. Kahn.....	Detroit, Mich.....	do.....	Do.
Lawrence T. Holden, Jr.....	Boston, Mass.....	do.....	Do.
John P. Linn.....	Denver, Colo.....	May 24, 1976.....	Do.
Charles C. Killingsworth.....	East Lansing, Mich.....	do.....	Do.
Paul C. Dugan.....	Kansas City, Mo.....	do.....	Do.
Charles M. Rehmsus.....	Ann Arbor, Mich.....	do.....	Do.
William M. Edgett.....	Baltimore, Md.....	May 25, 1976.....	British Airways and International Association of Machinists and Aerospace Workers.
Patrick J. Fisher.....	Indianapolis, Ind.....	do.....	Northwest Airlines, Inc. and Air Line Pilots Association.
Joseph S. Kane.....	Seattle, Wash.....	June 24, 1976.....	Wien Air Alaska, Inc. and International Association of Machinists and Aerospace Workers.
Perry G. Gathright.....	Pearland, Tex.....	June 24, 1976, panel.	National Airlines, Inc. and International Association of Machinists and Aerospace Workers.
Louis Szep.....	Dallas, Tex.....	do.....	Braniff Airways, Inc. and International Association of Machinists and Aerospace Workers.
Eugene Mittelman.....	Washington, D.C.....	June 25, 1976.....	British Airways and International Association of Machinists and Aerospace Workers.
Anne H. Miller.....	Glenview, Ill.....	do.....	Ozark Airlines, Inc. and Air Line Pilots Association.
Gladys W. Gruenberg.....	St. Louis, Mo.....	do.....	Do.
Panel submitted but dispute settled by parties.		do.....	Capitol International Airways, Inc. and Air Line Pilots Association.
Panel submitted but dispute never arbitrated.		do.....	Do.
Preston J. Moore.....	Oklahoma City, Okla..	June 29, 1976.....	Texas International Airlines, Inc. and International Association of Machinists and Aerospace Workers.
David H. Brown.....	Sherman, Tex.....	do.....	Do.
Russell Smith.....	Ann Arbor, Mich.....	June 30, 1976.....	National Airlines, Inc. and Air Line Pilots Association.
Eva Robins.....	New York, N.Y.....	do.....	Do.

5a. Referees appointed—System Board of Adjustment—transition quarter, July 1–Sept. 30, 1976

Name	Residence	Date of appointment	Parties
Bert L. Luskin.....	Chicago, Ill.....	July 12, 1976, panel..	Capitol International Airways, Inc. and Air Line Pilots Association.
Panel submitted but dispute never arbitrated.		July 12, 1976.....	Braniff Airways, Inc. and Air Line Pilots Association.
Do.....		do.....	do.....
Do.....		do.....	do.....
Do.....		do.....	do.....
Do.....		do.....	do.....
Do.....		do.....	do.....
Do.....		do.....	do.....
Do.....		do.....	do.....
Do.....		do.....	do.....
Do.....		do.....	do.....
Jerre S. Williams.....	Austin, Tex.....	July 12, 1976, panel..	Texas International Airlines and Association of Flight Attendants.
Mark L. Kahn.....	Detroit, Mich.....	July 13, 1976, panel..	Saturn Airways, Inc. and Air Line Pilots Association.
Joseph S. Cole.....	Junction City, Kans.....	do.....	Do.
Bert L. Luskin.....	Chicago, Ill.....	do.....	Do.
Adolph M. Koven.....	San Francisco, Calif.....	do.....	Do.
Panel submitted but dispute never arbitrated.		Aug. 17, 1976.....	Braniff Airways, Inc. and Air Line Pilots Association.
Gene T. Ritter.....	Ardmore, Okla.....	Aug. 17, 1976, panel..	Braniff Airways and International Association of Machinists and Aerospace Workers.
Preston J. Moore.....	Oklahoma City, Okla.....	do.....	Braniff Airways and International Brotherhood of Teamsters.
Don J. Harr.....	do.....	do.....	Braniff Airways and International Association of Machinists and Aerospace Workers.
Joseph S. Kane.....	Seattle, Wash.....	Aug. 18, 1976.....	Saturn Airways, Inc. and Air Line Pilots Association.
Tedford E. Schoonover.....	Colorado Springs, Colo.....	do.....	Do.
Preston J. Moore.....	Oklahoma, City Okla.....	do.....	Do.
William E. Simkin.....	Tucson, Ariz.....	do.....	Do.
James C. McBrearty.....	do.....	do.....	Do.
James J. Sherman.....	Tampa, Fla.....	Aug. 26, 1976, panel..	Southern Airways, Inc. and Transport Workers Union of America.
Eva Robins.....	New York, N. Y.....	do.....	Piedmont Aviation, Inc. and Association of Flight Attendants.
William M. Edgett.....	Ellicott City, Md.....	Aug. 27, 1976.....	Ozark Airlines, Inc. and Air Line Pilots Association.
John Phillip Linn.....	Denver, Colo.....	do.....	Do.
Millard Cass.....	Silver Spring, Md.....	do.....	Do.
Bert L. Luskin.....	Chicago, Ill.....	do.....	Do.
Preston J. Moore.....	Oklahoma City, Okla.....	do.....	Do.
David H. Brown.....	Sherman, Tex.....	Sept. 13, 1976, panel..	Braniff Airways, Inc. and International Brotherhood of Teamsters.
Do.....	do.....	do.....	Do.
Morris L. Myers.....	San Francisco, Calif.....	do.....	Saturn Airways, Inc. and International Association of Machinists and Aerospace Workers.
Panel submitted but dispute never arbitrated.		do.....	Capitol International Airways, Inc. and Air Line Pilots Association.
Peyton M. Williams.....	Oklahoma City, Okla.....	Sept. 29, 1976, panel..	Braniff Airways, Inc. and Association of Flight Attendants.

5a. Referees appointed—CAB labor protective provisions, July 1, 1975 to June 30, 1976

Name	Residence	Date of appointment	Parties
Panel submitted but dispute never arbitrated.		Feb. 25, 1976	Pan American World Airways, Inc. and Trans World Airlines, Inc.; Route Transfer Agreement
Do.....		Mar. 11, 1976	Pan American World Airways, Inc. and Trans World Airlines, Inc.; Route Transfer Agreement—grievance of 9 furloughed employees.
Mark L. Kahn.....	Detroit, Mich.....	Apr. 2, 1976	Pan American World Airways, Inc. and Flight Engineers' International Association.
Panel submitted but dispute never arbitrated.		Apr. 5, 1976	Eastern Air Lines, Inc. and Demetrio Fernandez.
Parties resolved dispute without going to arbitration.		Apr. 23, 1976	Evergreen Helicopters, Inc. et al. and International Association of Machinists and Aerospace Workers.

5b. Referees appointed—CAB labor protective provisions, transition quarter, July 1–Sept. 30, 1976—None.

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6. Neutral referees appointed pursuant to Public Law 91–518—Rail Passenger Service Act of 1970 (Amtrak), July 1, 1975 to June 30, 1976

Name	Residence	Date of appointment	Amtrak No.	Parties
Nicholas H. Zumas.....	Washington, D.C.....	July 1, 1975	15–11	Burlington Northern/St. Paul Union Depot Co. and United Transportation Union.
Fred Blackwell.....	do.....	June 24, 1976	16–11	Cincinnati Union Terminal Co. and American Railway Supervisors Association.

6. Neutral referees appointed pursuant to Public Law 91–518—Rail Passenger Service Act of 1970 (Amtrak), transition quarter July 1–Sept. 30, 1976

Name	Residence	Date of appointment	Amtrak No.	Parties
Nicholas H. Zumas.....	Washington, D.C.....	Aug. 31, 1976	17–11	Louisville & Nashville R.R. Co. and United Transportation Union.
Jacob Seidenberg.....	Falls Church, Va.....	July 21, 1976	101(C–2)	National Railroad Passenger Corp. and International Association of Machinists and Aerospace Workers.

APPENDIX C

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-76

Status of cases	42-yr period 1935-76	1976	1975	1970-74 5-yr period (average)	1965-69 5-yr period (average)	1960-64 5-yr period (average)	1955-59 5-yr period (average)	1950-54 5-yr period (average)
All types of cases								
Cases pending and unsettled at beginning of period.....	96	285	279	447	472	248	202	136
New cases docketed.....	14, 634	292	304	300	394	302	413	415
Total cases on hand and received.....	14, 730	577	583	747	866	550	615	551
Cases disposed of.....	14, 516	363	298	339	356	289	401	403
Cases pending and unsettled at end of period.....	214	214	285	408	510	261	214	148
Representation cases								
Cases pending and unsettled at beginning of period.....	24	23	19	11	22	17	22	34
New cases docketed.....	4, 615	107	68	76	82	62	100	136
Total cases on hand and received.....	4, 639	130	87	87	104	79	122	170
Cases disposed of.....	4, 602	93	64	74	82	62	102	137
Cases pending and unsettled at end of period.....	37	37	23	13	22	17	20	33
Mediation cases								
Cases pending and unsettled at beginning of period.....	72	261	259	435	447	228	173	102
New cases docketed.....	9, 890	183	232	221	309	235	304	276
Total cases on hand and received.....	9, 952	444	491	656	756	463	477	378
Cases disposed of.....	9, 775	267	230	261	271	221	290	264
Cases pending and unsettled at end of period.....	177	177	261	395	485	242	187	114
Interpretation cases								
Cases pending and unsettled at beginning of period.....	None	1	1	2	3	3	6	0
New cases docketed.....	139	2	4	2	3	5	9	3
Total cases on hand and received.....	139	3	5	4	6	8	15	3
Cases disposed of.....	139	3	4	3	3	5	8	2
Cases pending and unsettled at end of period.....	0	0	1	1	3	3	7	1

TABLE 1.—Number of cases received and disposed of, fiscal years 1935-76, including transition quarter

Status of cases	42-yr period 1935-76	Transition quarter	1976	1975	5-yr period (average)				
					1970-74	1965-69	1960-64	1955-59	1950-54
All types of cases									
Cases pending and unsettled at beginning of period	96	214	285	279	447	472	248	202	136
New cases docketed	14, 711	77	292	304	300	394	302	413	415
Total cases on hand and received	14, 807	291	577	583	747	866	550	615	551
Cases disposed of	14, 585	69	363	298	339	356	289	401	403
Cases pending and unsettled at end of period	222	222	214	285	408	510	261	214	148
Representation cases									
Cases pending and unsettled at beginning of period	24	37	23	19	11	22	17	22	34
New cases docketed	4, 646	31	107	68	76	82	62	100	136
Total cases on hand and received	4, 670	68	130	87	87	104	79	122	170
Cases disposed of	4, 630	28	93	64	74	82	62	102	137
Cases pending and unsettled at end of period	40	40	37	23	13	22	17	20	33
Mediation cases									
Cases pending and unsettled at beginning of period	72	177	261	259	435	447	228	173	102
New cases docketed	9, 924	46	183	232	221	309	235	304	276
Total cases on hand and received	9, 996	223	444	491	656	756	463	477	378
Cases disposed of	9, 814	41	267	230	261	271	221	290	264
Cases pending and unsettled at end of period	182	182	177	261	395	485	242	187	114
Interpretation cases									
Cases pending and unsettled at beginning of period	None	0	1	1	2	3	3	6	0
New cases docketed	139	0	2	4	2	3	5	9	3
Total cases on hand and received	139	0	3	5	4	6	8	15	3
Cases disposed of	0	0	3	4	3	3	5	8	2
Cases pending and unsettled at end of period	0	0	0	1	1	3	3	7	1

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, July 1, 1975 to June 30, 1976

	Disposition by type of carrier—Railroads								Disposition by major issue involved					
	Total all cases	Class I	Class II	Switch- ing and terminal	Elec- tric	Miscel- laneous	Rail- roads total	Air- lines total	New agreement		Rates of pay		Rules	
									Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
Total.....	267	136	30	24	0	12	202	65	0	4	4	0	198	61
Mediation agreement.....	114	29	14	16	0	4	63	51	0	3	3	0	60	48
Arbitration agreement.....	1	0	1	0	0	0	1	0	0	0	0	0	1	0
Withdrawn after mediation.....	3	3	0	0	0	0	3	0	0	0	0	0	3	0
Withdrawn before mediation.....	6	5	1	0	0	0	6	0	0	0	0	0	6	0
Refusal to arbitrate by:														
Carrier.....	5	0	0	0	0	0	0	5	0	0	0	0	0	5
Employees.....	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Both.....	1	0	1	0	0	0	1	0	0	0	0	0	1	0
Closed—Board action.....	137	99	13	8	0	8	128	9	0	1	1	0	127	8

TABLE 2.—Disposition of mediation cases by method, class of carrier, issue involved, fiscal year 1976, including transition quarter

	Disposition by type of carrier—Railroads								Disposition by major issue involved					
	Total all cases	Class I	Class II	Switch- ing and terminal	Elec- tric	Miscel- laneous	Rail- roads total	Air- lines total	New agreement		Rates of pay		Rules	
									Rail- road	Air- line	Rail- road	Air- line	Rail- road	Air- line
Total.....	41	11	4	1	0	7	23	18	1	0	1	0	21	18
Mediation agreement.....	22	2	1	1	0	3	7	15	0	0	1	0	6	15
Arbitration agreement.....	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Withdrawn after mediation.....	1	1	0	0	0	0	1	0	0	0	0	0	1	0
Withdrawn before mediation.....	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Refusal to arbitrate by:														
Carrier.....	2	2	0	0	0	0	2	0	0	0	0	0	2	0
Employees.....	1	0	0	0	0	1	1	0	1	0	0	0	0	0
Both.....	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Closed—Board action.....	15	6	3	0	0	3	12	3	0	0	0	0	12	3

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, July 1, 1975 to Sept. 30, 1976

	Railroads				Airlines			
	Number cases	Number crafts and classes	Em- ployees involved	Number partic- ipating	Number cases	Number crafts and classes	Em- ployees involved	Number partic- ipating
Total.....	37	47	5, 123	2, 619	56	64	25, 921	13, 594
Disposition:								
Certification.....	25	29	681	540	31	32	4, 945	4, 063
Dismissals.....	12	18	4, 442	2, 079	25	32	20, 976	9, 531
Total all cases.....	93		31, 044	16, 213				

TABLE 3.—Representation cases disposition by craft or class, employees involved and participating, July 1, 1975 to June 30, 1976

	Railroads				Airlines			
	Number cases	Number crafts and classes	Em- ployees involved	Number partic- ipating	Number cases	Number crafts and classes	Em- ployees involved	Number partic- ipating
Total.....	16	16	1, 448	1, 142	12	12	12, 499	5, 760
Disposition:								
Certification.....	13	13	1, 423	1, 123	7	7	2, 999	2, 032
Dismissals.....	3	3	25	19	5	5	9, 500	3, 728
Total all cases.....	28		13, 947	6, 902				

TABLE 4.—Number of cases disposed of by major groups of employees, July 1, 1975 to June 30, 1976

	Number of—			
	All types of cases	Representa- tion cases	Mediation cases	Interpre- tation cases
Grand total, all groups of employees.....	363	93	267	3
Railroad total.....	240	37	202	1
Combined groups, railroad.....	15	4	11	0
Train, engine, and yard service.....	119	4	115	0
Mechanical foremen and/or supervisors of me- chanics.....	3	1	1	1
Maintenance of equipment.....	14	5	9	0
Clerical, office, station and storehouse.....	21	5	16	0
Yardmasters.....	19	1	18	0
Maintenance of way and signal.....	10	3	7	0
Subordinate officials in maintenance of way.....	1	1	0	0
Agents, telegraphers, and towermen.....	2	0	2	0
Train dispatchers.....	8	4	4	0
Technical engineers, architects and draftsmen, etc.....	1	0	1	0
Dining car employees, train and pullman porters.....	2	1	1	0
Patrolmen and special officers.....	5	3	2	0
Marine servicemen.....	9	0	9	0
Miscellaneous railroad.....	11	5	6	0
Airline total.....	123	56	65	2
Combined groups, airline.....	10	5	5	0
Mechanics and related.....	15	8	7	0
Radio and teletype operators.....	7	5	2	0
Clerical, office, fleet and passenger service.....	31	17	12	2
Flight attendants.....	16	3	13	0
Pilots.....	22	9	13	0
Airline dispatchers.....	4	0	4	0
Meteorologists.....	0	0	0	0
Stock and stores.....	5	2	3	0
Flight engineers.....	2	1	1	0
Flight navigators.....	0	0	0	0
Flight kitchen and commissary employees.....	0	0	0	0
Guards.....	1	1	0	0
Miscellaneous airline.....	10	5	5	0

TABLE 4.—Number of cases disposed of by major groups of employees, July 1, 1976 to September 30, 1976

	Number of—			
	All types of cases	Representation cases	Mediation cases	Interpretation cases
Grand total, all groups of employees.....	69	28	41	0
Railroad total.....	39	16	23	0
Combined groups, railroad.....	0	0	0	0
Train, engine, and yard service.....	19	3	16	0
Mechanical foremen and/or supervisors of mechanics.....	1	0	1	0
Maintenance of equipment.....	5	5	0	0
Clerical, office, station and storehouse.....	2	1	1	0
Yardmasters.....	1	1	0	0
Maintenance of way and signal.....	2	1	1	0
Subordinate officials in maintenance of way.....	0	0	0	0
Agents, telegraphers, and towermen.....	0	0	0	0
Train dispatchers.....	0	0	0	0
Technical engineers, architects and draftsmen, etc.....	1	0	1	0
Dining car employees, train and pullman porters.....	0	0	0	0
Patrolmen and special officers.....	3	3	0	0
Marine servicemen.....	2	0	2	0
Miscellaneous railroad.....	3	2	1	0
Airline total.....	30	12	18	0
Combined groups, airline.....	1	0	1	0
Mechanics and related.....	3	1	2	0
Radio and teletype operators.....	0	0	0	0
Clerical, office, fleet and passenger service.....	8	7	1	0
Flight attendants.....	6	1	5	0
Pilots.....	5	1	4	0
Airline dispatchers.....	2	1	1	0
Meteorologists.....	0	0	0	0
Stock and stores.....	2	0	2	0
Flight engineers.....	0	0	0	0
Flight navigators.....	0	0	0	0
Flight kitchen and commissary employees.....	0	0	0	0
Guards.....	0	0	0	0
Miscellaneous airline.....	3	1	2	0

TABLE 5.—Number of crafts or classes and number of employees involved in representative cases, by major groups of employees, July 1, 1975 to June 30, 1976

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	93	111	31,044	100
Railroad total.....	37	47	5,123	16
Dining car employees, train and pullman porters.....	1	1	2,554	8
Engine service.....	4	4	163	(1)
Train service.....	0	0	0	0
Yard service.....	0	0	0	0
Mechanical department foremen and/or supervisors of mechanics.....	1	1	201	(1)
Train dispatchers.....	4	4	44	(1)
Maintenance of equipment.....	5	5	69	(1)
Clerical, office, station, and storehouse employees.....	5	5	295	(1)
Yardmasters.....	1	1	5	(1)
Maintenance of way and signal.....	3	3	76	(1)
Subordinate officials, maintenance of way.....	1	1	606	2
Agents, telegraphers, and towermen.....	0	0	0	0
Technical engineers, architects, draftsmen and allied workers.....	0	0	0	0
Patrolmen and special officers.....	3	3	23	(1)
Marine service.....	0	0	0	0
Combined groups, railroad.....	4	14	895	3
Miscellaneous, railroad.....	5	5	192	(1)
Airline, total.....	56	64	25,921	83
Mechanics and related employees.....	8	8	2,077	7
Flight navigators.....	0	0	0	0
Clerical, office, fleet and passenger service employees.....	17	17	20,755	67
Stock and stores employees.....	2	2	24	(1)
Flight attendants.....	3	3	2,136	7
Pilots.....	9	9	336	(1)
Flight engineers.....	1	1	4	(1)
Airline dispatchers.....	0	0	0	-----
Commissary employees.....	0	0	0	-----
Guards.....	1	1	32	(1)
Radio and teletype operators.....	5	5	105	(1)
Meteorologists.....	0	0	0	-----
Combined groups, airline.....	5	13	388	(1)
Miscellaneous, airline.....	5	5	64	(1)

¹ Less than 1 pct.

TABLE 5.—Number of crafts or classes and number of employees involved in representation cases, by major groups of employees, July 1, 1975 to September 30, 1976

Major groups of employees	Number of cases	Number of crafts or classes	Employees involved	
			Number	Percent
Grand total, all groups of employees.....	28	28	13,947	100
Railroad total.....	16	16	1,448	10
Dining car employees, train and pullman porters.....	0	0	0	-----
Engine service.....	3	3	27	(1)
Train service.....	0	0	0	-----
Yard service.....	0	0	0	-----
Mechanical department foremen and/or supervisors of mechanics.....	0	0	0	-----
Maintenance of equipment.....	5	5	213	2
Clerical, office, station, and storehouse employees.....	1	1	69	(1)
Yardmasters.....	1	1	4	(1)
Maintenance of way and signal.....	1	1	1	(1)
Subordinate officials, maintenance of way.....	0	0	0	-----
Agents, telegraphers, and towermen.....	0	0	0	-----
Technical engineers, architects, draftsmen and allied workers.....	0	0	0	-----
Patrolmen and special officers.....	3	3	958	7
Marine service.....	0	0	0	-----
Combined groups, railroad.....	0	0	0	-----
Miscellaneous, railroad.....	2	2	166	1
Airline, total.....	12	12	12,499	90
Mechanics and related employees.....	1	1	2	(1)
Flight navigators.....	0	0	0	-----
Clerical, office, fleet and passenger service employees.....	7	7	11,173	80
Stock and stores employees.....	0	0	0	-----
Flight attendants.....	1	1	1,259	9
Pilots.....	1	1	25	(1)
Flight engineers.....	0	0	0	-----
Airline dispatchers.....	1	1	27	(1)
Commissary employees.....	0	0	0	-----
Radio and teletype operators.....	0	0	0	-----
Meteorologists.....	0	0	0	-----
Combined groups, airline.....	0	0	0	-----
Miscellaneous, airline.....	1	1	13	(1)

¹ Less than 1 pct.

TABLE 6.—Number of crafts or classes certified and employees involved in representation cases by type of results, July 1, 1975 to June 30, 1976

	Certifications issued to—								
	National organizations			Local unions			Total		
	Craft or class	Employees involved		Craft or class	Employees involved		Craft or class	Employees involved	
		Num- ber	Per- cent		Num- ber	Per- cent		Num- ber	Per- cent
RAILROADS									
Representation acquired:									
Elections.....	14	250	4	1	3	(1)	15	253	4
Proved authorizations.....	1	25	(1)	0	0	0	1	25	(1)
Representation changed:									
Elections.....	5	44	(1)	0	0	0	5	44	(1)
Proved authorizations.....	3	172	3	2	8	(1)	5	180	3
Representation unchanged:									
Elections.....	1	9	(1)	1	146	2	2	155	2
Proved authorizations.....	1	24	(1)	0	0	0	1	24	(1)
Total, railroad.....	25	524	9	4	157	2	29	681	9
AIRLINES									
Representation acquired:									
Election.....	17	2,691	48	3	55	(1)	20	2,746	49
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation changed:									
Election.....	9	602	10	1	7	(1)	10	609	11
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation unchanged:									
Election.....	2	1,590	28	0	0	0	2	1,590	28
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total, airline.....	28	4,883	87	4	62	(1)	32	4,945	88
Total, combined railroad and airline.....	53	5,407	96	8	219	4	61	5,626	100.0

¹ Less than 1 pct.

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 6.—Number of crafts or classes certified and employees involved in representation cases by type of results, July 1, 1976 to September 30, 1976

	Certifications issued to—								
	National organizations			Local unions			Total		
	Craft or class	Employees involved		Craft or class	Employees involved		Craft or class	Employees involved	
		Num- ber	Per- cent		Num- ber	Per- cent		Num- ber	Per- cent
RAILROADS									
Representation acquired:									
Elections.....	8	295	6	0	0	0	8	295	6
Proved authorizations.....	1	144	3	0	0	0	1	144	3
Representation changed:									
Elections.....	1	4	(1)	1	12	(1)	2	16	(1)
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation unchanged:									
Elections.....	2	968	22	0	0	0	2	968	22
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total, railroad.....	12	1,411	31	1	12	(1)	13	1,423	32
AIRLINES									
Representation acquired:									
Election.....	3	92	2	0	0	0	3	92	2
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation changed:									
Election.....	3	1,841	41	0	0	0	3	1,841	41
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Representation unchanged:									
Election.....	1	1,066	24	0	0	0	1	1,066	24
Proved authorizations.....	0	0	0	0	0	0	0	0	0
Total, airline.....	7	2,999	67	0	0	0	7	2,999	67
Total, combined railroad and airline.....	19	4,410	99	1	12	(1)	20	4,422	100

¹ Less than 1 pct.

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1975 to June 30, 1976*

Case No.	Carrier	Organization	Craft or class	Date of work stoppage	Date work resumed	Number of days	Issues	Number of employees	Disposition
A-9678	Northwest Airlines, Inc.	Air Line Pilots Association.	Pilots.....	Aug. 4, 1975	Aug. 7, 1975	3	Working conditions and pension rights.	1,559	Agreement reached in mediation.
A-9519	National Airlines, Inc.	Association of Flight Attendants.	Flight attendants....	Sept. 1, 1975	Jan. 6, 1976	127	Improved salary, working conditions, and fringe benefits.	1,200	Agreement reached between the parties.
A-9708	Modern Air Transport, Inc.	Air Line Pilots Association.	Pilots.....	do.....	do.....	do.....	Changes in pilots employment agreement.	45	Sold to new owner.
A-9656	Airlift, Inc.	do.....	do.....	Nov. 14, 1975	Mar. 2, 1976	109	Amendment to pilots employment agreement.	140	Agreement reached between the parties.
A-9780	Altair Airlines, Inc.	International Association of Machinists and Aerospace workers.	Mechanics and related employees.	Nov. 24, 1975	Mar. 8, 1976	105	Rates of pay, benefits, rules, and working conditions.	30	Mediation agreement dated Mar. 4, 1976.
A-9766	Scandinavian Airlines.	International Brotherhood of Teamsters.	Cargo handlers and passenger reservation agents.	do.....	Dec. 29, 1975	36	Terms of new agreement.	182	Mediation agreement dated Dec. 19, 1975. Harry Silverman rendered an award on remaining issues in dispute dated Dec. 24, 1975.
A-9842	United Airlines, Inc.	International Association of Machinists and Aerospace Workers.	Dispatchers, aircraft mechanics, stores, ramp service and dining car employees.	Dec. 6, 1975	Dec. 21, 1975	16	Work assignments and use of part-time employees.	16,770	Mediation agreement dated Dec. 19, 1975.
A-9686	Staten Island Rapid Transit Operating Authority.	Brotherhood of Locomotive Engineers.	Engineers or motormen.	Dec. 11, 1975	Apr. 19, 1976	131	Wages, rules, and working conditions.	23	Mediation agreement dated June 30, 1976.
A-9524	do.....	United Transportation Union.	Trainmen and conductors.	Dec. 18, 1975	do.....	124	do.....	75	Mediation agreement dated Apr. 20, 1976.

A-9703	Elgin, Joliet, & Eastern R.R. Co.	.....do.....	Conductors and brakemen.	Feb. 26, 1976	Mar. 1, 1976	5	Rates of pay.	150	Mediation agreement dated Mar. 1, 1976.
A-9785	Golden West Airlines, Inc.	International Brotherhood of Teamsters.	Flight deck crew members.	Mar. 12, 1976	Mar. 17, 1976	5	Rates of pay, rules, and working conditions.	72	Mediation agreement dated Mar. 25, 1976.
A-9808	New York Airlines, Inc.	International Association of Machinists and Aerospace Workers.	Cargo agents, ramp agents, passenger agents, maintenance clerks.	Mar. 30, 1976	Mar. 31, 1976	1	Wages.	70	Mediation agreement dated Mar. 20, 1976.
A-9814,	World Airways, Inc.	International Brotherhood of Teamsters.	Cockpit crew members,	May 27, 1976	June 6, 1976	500	Wages, hours, and working conditions.	500	Mediation agreements dated June 9, 1976.
A-9815,		.....do.....	Flight attendants.	.....do.....	.....do.....		.....do.....		
A-9816,		.....do.....	Mechanics and related stock clerks.	.....do.....	.....do.....		.....do.....		
A-9817									

TABLE 7.—*Strikes in the railroad and airline industries, July 1, 1976 to Sept. 30, 1976*

Case No.	Carrier	Organization	Craft or class	Date of work stoppage	Date work resumed	Number of days	Issues	Number of employees	Disposition
A-9883	San Francisco Helicopter Airlines, Inc.	Transport Workers Union of America.	Mechanics and related employees.	Aug. 24, 1976	.....		Wages and working conditions.	36	Sold to British interest and possibly will be shut down.
A-9924	Rio Airways, Inc.	Union of Professional Airmen.	Pilots.....	Aug. 25, 1976	.....		Rates of pay, rules, and working conditions.	40	Still on strike.
A-9897	Trans World Airways, Inc.	International Association of Machinists and Aerospace Workers.	Mechanics and ground service personnel.	Sept. 19, 1976	Sept. 20, 1976	1	Retroactivity of pay raise.	13,000	Mediation agreement dated Nov. 1, 1976.
A-9802	Alaska Airlines, Inc.	Association of Flight Attendants.	Flight attendants...	Sept. 28, 1976	Oct. 21, 1976	24	Wages and working conditions.	150	Agreement reached between the parties.

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 1934-76

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
Total:								
1976.....	7,458	4,053	1,089	926	177	18	121	1,074
1975.....	7,186	3,892	1,076	917	177	18	120	986
1974.....	6,961	3,820	1,050	874	177	18	119	903
1973.....	6,781	3,775	997	856	177	18	115	863
1972.....	6,592	3,674	941	834	177	18	115	833
1971.....	6,112	3,458	828	829	177	18	113	689
1970.....	5,704	3,333	803	814	176	18	108	452
1969.....	5,404	3,200	785	791	166	16	92	354
1968.....	5,285	3,145	780	771	164	14	87	324
1967.....	5,275	3,143	778	771	164	14	87	318
1966.....	5,235	3,134	776	770	164	14	87	290
1965.....	5,230	3,132	775	770	164	14	87	288
1964.....	5,228	3,132	775	769	164	14	87	287
1963.....	5,226	3,132	774	769	164	14	87	286
1962.....	5,221	3,131	772	767	164	14	87	286
1961.....	5,220	3,131	772	767	164	14	87	285
1960.....	5,218	3,131	772	766	164	14	87	284
1959.....	5,215	3,130	772	766	164	14	87	282
1958.....	5,205	3,126	770	764	164	14	87	280
1957.....	5,196	3,117	770	764	164	14	87	280
1956.....	5,190	3,117	769	763	164	14	86	277
1955.....	5,180	3,116	763	763	163	14	86	275
1950.....	5,082	3,094	752	749	159	13	84	241
1945.....	4,665	2,913	735	705	150	8	56	98
1940.....	4,193	2,708	684	603	108	8	38	44
1935.....	3,021	2,335	347	334	.....	5	.....	.....
National organizations:								
1976.....	7,361	3,995	1,085	908	173	18	120	1,062
1975.....	7,089	3,834	1,072	899	173	18	119	974
1974.....	6,864	3,762	1,046	856	173	18	118	891
1973.....	6,684	3,697	993	838	173	18	114	851
1972.....	6,495	3,616	937	816	173	18	114	821
1971.....	6,015	3,400	824	811	173	18	112	677
1970.....	5,607	3,275	799	796	172	18	107	440
1969.....	5,279	3,142	781	773	162	16	91	342
1968.....	5,160	3,087	776	753	160	14	86	312
1967.....	5,150	3,085	774	753	160	14	86	306
1966.....	5,139	3,077	772	752	160	14	86	278
1965.....	5,135	3,076	771	752	160	14	86	276
1964.....	5,133	3,076	771	751	160	14	86	275
1963.....	5,131	3,076	770	751	160	14	86	274
1962.....	5,127	3,076	768	749	160	14	86	274
1961.....	5,126	3,076	768	749	160	14	86	273
1960.....	5,124	3,076	768	748	160	14	86	272
1959.....	5,121	3,075	768	748	160	14	86	270
1958.....	5,111	3,071	766	746	160	14	86	268
1957.....	5,102	3,062	766	746	160	14	86	268
1956.....	5,096	3,062	765	745	160	14	85	265
1955.....	5,086	3,061	759	745	159	14	85	263
1950.....	4,999	3,040	748	731	155	13	83	229
1945.....	4,585	2,865	732	687	146	8	56	91
1940.....	4,128	2,668	681	558	106	8	38	39
1935.....	2,940	2,254	347	334	.....	6	.....	.....
Other organizations:								
1976.....	97	58	4	18	4	.....	1	12
1975.....	97	58	4	18	4	.....	1	12
1974.....	97	58	4	18	4	.....	1	12
1973.....	97	58	4	18	4	.....	1	12
1972.....	97	58	4	18	4	.....	1	12
1971.....	97	58	4	18	4	.....	1	12
1970.....	97	58	4	18	4	.....	1	12
1969.....	97	58	4	18	4	.....	1	12
1968.....	97	58	4	18	4	.....	1	12
1967.....	97	58	4	18	4	.....	1	12
1966.....	96	57	4	18	4	.....	1	12
1965.....	95	56	4	18	4	.....	1	12
1964.....	95	56	4	18	4	.....	1	12
1963.....	95	56	4	18	4	.....	1	12
1962.....	94	55	4	18	4	.....	1	12
1961.....	94	55	4	18	4	.....	1	12
1960.....	94	55	4	18	4	.....	1	12
1959.....	94	55	4	18	4	.....	1	12
1958.....	94	55	4	18	4	.....	1	12
1957.....	94	55	4	18	4	.....	1	12
1956.....	94	55	4	18	4	.....	1	12
1955.....	94	55	4	18	4	.....	1	12
1950.....	93	54	4	18	4	.....	1	12
1945.....	80	48	3	18	4	.....	.....	7
1940.....	65	40	3	15	2	.....	.....	5
1935.....	81	81	.....	.....	.....	.....	.....	.....

TABLE 8.—Number of labor agreements on file with the National Mediation Board according to type of labor organization and class of carrier, transition quarter, July 1, 1976 to Sept. 30, 1976

Fiscal year	All carriers	Class I	Class II	Switching and terminal	Electric	Express and pullman	Miscellaneous railroad carriers	Air carriers
Total:								
Transition quarter.....	7,473	4,063	1,089	926	177	18	121	1,079
1976.....	7,458	4,053	1,089	926	177	18	121	1,074
1975.....	7,186	3,892	1,076	917	177	18	120	986
1974.....	6,961	3,820	1,050	874	177	18	119	903
1973.....	6,781	3,775	997	856	177	18	115	863
1972.....	6,592	3,674	941	834	177	18	115	833
1971.....	6,112	3,458	828	829	177	18	113	689
1970.....	5,704	3,333	803	814	176	18	108	452
1969.....	5,404	3,200	785	791	166	16	92	354
1968.....	5,285	3,145	780	771	164	14	87	324
1967.....	5,275	3,143	778	771	164	14	87	318
1966.....	5,235	3,134	776	770	164	14	87	290
1965.....	5,230	3,132	775	770	164	14	87	288
1964.....	5,228	3,132	775	769	164	14	87	287
1963.....	5,226	3,132	774	769	164	14	87	286
1962.....	5,221	3,131	772	767	164	14	87	286
1961.....	5,220	3,131	772	767	164	14	87	285
1960.....	5,218	3,131	772	766	164	14	87	284
1959.....	5,215	3,130	772	766	164	14	87	282
1958.....	5,205	3,126	770	764	164	14	87	280
1957.....	5,196	3,117	770	764	164	14	87	280
1956.....	5,190	3,117	769	763	164	14	86	277
1955.....	5,180	3,116	763	763	163	14	86	275
1950.....	5,092	3,094	752	749	159	14	84	241
1945.....	4,665	2,913	735	705	150	13	56	98
1940.....	4,193	2,708	684	603	108	8	38	44
1935.....	3,021	2,335	347	334	-----	6	-----	-----
National organizations:								
Transition quarter.....	7,376	4,005	1,085	908	173	18	120	1,067
1976.....	7,391	3,995	1,085	908	173	18	120	1,062
1975.....	7,089	3,834	1,072	899	173	18	119	974
1974.....	6,864	3,762	1,046	856	173	18	118	891
1973.....	6,684	3,697	993	838	173	18	114	851
1972.....	6,495	3,616	937	816	173	18	114	821
1971.....	6,015	3,400	824	811	173	18	112	677
1970.....	5,607	3,275	799	796	172	18	107	440
1969.....	5,279	3,142	781	773	162	16	91	342
1968.....	5,160	3,087	776	753	160	14	86	312
1967.....	5,150	3,085	774	753	160	14	86	306
1966.....	5,139	3,077	772	752	160	14	86	278
1965.....	5,135	3,076	771	752	160	14	86	276
1964.....	5,133	3,076	771	751	160	14	86	275
1963.....	5,131	3,076	770	751	160	14	86	274
1962.....	5,127	3,076	768	749	160	14	86	274
1961.....	5,126	3,076	768	749	160	14	86	273
1960.....	5,124	3,076	768	748	160	14	86	272
1959.....	5,121	3,075	768	748	160	14	86	270
1958.....	5,111	3,071	766	746	160	14	86	268
1957.....	5,102	3,062	766	746	160	14	86	268
1956.....	5,096	3,062	765	745	160	14	85	265
1955.....	5,086	3,061	759	745	159	14	85	263
1950.....	4,999	3,040	748	731	155	13	83	229
1945.....	4,585	2,865	732	687	146	8	56	91
1940.....	4,128	2,668	681	558	106	8	38	39
1935.....	2,940	2,254	347	334	-----	6	-----	-----
Other organizations:								
Transition quarter.....	97	58	4	18	4	-----	1	12
1976.....	97	58	4	18	4	-----	1	12
1975.....	97	58	4	18	4	-----	1	12
1974.....	97	58	4	18	4	-----	1	12
1973.....	97	58	4	18	4	-----	1	12
1972.....	97	58	4	18	4	-----	1	12
1971.....	97	58	4	18	4	-----	1	12
1970.....	97	58	4	18	4	-----	1	12
1969.....	97	58	4	18	4	-----	1	12
1968.....	97	58	4	18	4	-----	1	12
1967.....	97	58	4	18	4	-----	1	12
1966.....	96	57	4	18	4	-----	1	12
1965.....	95	56	4	18	4	-----	1	12
1964.....	95	56	4	18	4	-----	1	12
1963.....	95	56	4	18	4	-----	1	12
1962.....	94	55	4	18	4	-----	1	12
1961.....	94	55	4	18	4	-----	1	12
1960.....	94	55	4	18	4	-----	1	12
1959.....	94	55	4	18	4	-----	1	12
1958.....	94	55	4	18	4	-----	1	12
1957.....	94	55	4	18	4	-----	1	12
1956.....	94	55	4	18	4	-----	1	12
1955.....	94	55	4	18	4	-----	1	12
1950.....	93	54	4	18	4	-----	1	12
1945.....	80	48	3	18	4	-----	-----	7
1940.....	65	40	3	15	2	-----	-----	5
1935.....	81	81	-----	-----	-----	-----	-----	-----

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, fiscal years 1934-76 inclusive

ALL DIVISIONS						
Cases	42-yr period	1976	1975	1974	1973	1972
Open and on hand at beginning of period.....		1,392	1,517	2,078	2,549	3,015
New cases docketed.....	75,195	970	917	766	916	847
Total number of cases on hand and docketed.....	75,195	2,362	2,434	2,844	3,465	3,862
Cases disposed of.....	73,719	1,886	1,033	1,322	1,387	1,313
Decided without referee.....	12,557	7	6	25	15	29
Decided with referee.....	1,35,808	760	860	1,042	1,164	975
Withdrawn.....	25,355	127	167	255	208	309
Open cases on hand close of period.....	1,476	1,476	1,401	1,522	2,078	2,549
FIRST DIVISION						
Open and on hand at beginning of period.....		626	847	1,378	1,764	2,054
New cases docketed.....	42,979	90	97	20	61	66
Total number of cases on hand and docketed.....	42,979	716	944	1,398	1,825	2,120
Cases disposed of.....	42,433	170	318	546	447	356
Decided without referee.....	10,913	5	6	25	15	23
Decided with referee.....	12,083	100	259	303	299	220
Withdrawn.....	19,437	65	53	218	133	113
Open cases on hand close of period.....	546	546	626	852	1,378	1,764
SECOND DIVISION						
Open and on hand at beginning of period.....		185	148	123	156	137
New cases docketed.....	7,145	244	193	195	197	190
Total number of cases on hand and docketed.....	7,145	429	341	318	353	327
Cases disposed of.....	6,909	193	156	170	230	171
Decided without referee.....	734	2	0	0	0	4
Decided with referee.....	5,316	176	148	166	226	164
Withdrawn.....	859	15	8	4	4	3
Open cases on hand close of period.....	236	236	185	148	123	156
THIRD DIVISION						
Open and on hand at beginning of period.....		498	461	500	521	779
New cases docketed.....	21,674	505	475	439	489	425
Total number of cases on hand and docketed.....	21,674	1,003	936	938	1,010	1,204
Cases disposed of.....	21,030	359	438	477	510	683
Decided without referee.....	910	0	0	0	0	0
Decided with referee.....	16,064	2,330	2,372	454	478	528
Withdrawn.....	4,057	30	67	23	33	165
Open cases on hand close of period.....	644	644	498	461	500	521
FOURTH DIVISION						
Open and on hand at beginning of period.....		2,83	61	89	120	45
New cases docketed.....	3,397	131	152	113	169	166
Total number of cases on hand and docketed.....	3,397	214	213	202	289	211
Cases disposed of.....	3,347	164	121	141	200	91
Decided without referee.....	0	0	0	0	0	0
Decided with referee.....	2,345	147	82	119	162	63
Withdrawn.....	2,1,002	17	39	22	38	28
Open cases on hand close of period.....	50	50	1,92	61	89	120

¹ Adjusted to reflect actual count.

² Second award rendered on one case decided by referee.

TABLE 9.—Cases docketed and disposed of by the National Railroad Adjustment Board, 1934-1976 including transition quarter

ALL DIVISIONS						
Cases	42-yr period including transition quarter	Transition quarter	1976	1975	1974	1973
Open and on hand at beginning of period.....			1, 476	¹ 1, 392	1, 517	2, 549
New cases docketed.....	75, 437	242	970	917	266	916
Total number of cases on hand and docketed.....	75, 437	1, 718	2, 362	2, 434	2, 844	3, 465
Cases disposed of.....	73, 952	233	886	1, 033	1, 322	1, 387
Decided without referee.....	12, 565	1	7	6	25	15
Decided with referee.....	35, 950	144	760	860	1, 042	1, 164
Withdrawn.....	25, 437	89	127	167	255	208
Open cases on hand close of period.....	1, 485	1, 485	1, 476	1, 401	1, 522	2, 078
FIRST DIVISION						
Open and on hand at beginning of period.....		546	626	¹ 847	1, 378	1, 764
New cases docketed.....	42, 988	9	90	97	20	61
Total number of cases on hand and docketed.....	42, 988	555	716	944	1, 398	1, 825
Cases disposed of.....	42, 454	21	170	318	546	447
Decided without referee.....	10, 914	1	5	6	25	15
Decided with referee.....	12, 093	10	100	259	303	299
Withdrawn.....	19, 447	10	65	53	218	133
Open cases on hand close of period.....	534	534	546	626	852	1, 378
SECOND DIVISION						
Open and on hand at beginning of period.....		236	185	148	123	156
New cases docketed.....	7, 213	68	244	193	195	197
Total number of cases on hand and docketed.....	7, 213	304	429	341	318	353
Cases disposed of.....	6, 972	63	193	156	170	230
Decided without referee.....	734	0	2	0	0	0
Decided with referee.....	5, 367	51	176	148	166	226
Withdrawn.....	871	12	15	8	4	4
Open cases on hand close of period.....	241	241	236	185	148	123
THIRD DIVISION						
Open and on hand at beginning of period.....		644	498	461	500	521
New cases docketed.....	21, 802	128	505	475	439	489
Total number of cases on hand and docketed.....	21, 802	772	1, 003	936	938	1, 010
Cases disposed of.....	21, 166	136	359	438	477	510
Decided without referee.....	910			0	0	0
Decided with referee.....	16, 136	73	330	372	454	478
Withdrawn.....	4, 120	63	30	67	23	33
Open cases on hand close of period.....	636	636	644	498	461	500
FOURTH DIVISION						
Open and on hand at beginning of period.....		50	¹ 83	61	89	120
New cases docketed.....	3, 434	37	131	152	113	169
Total number of cases on hand and docketed.....	3, 434	87	214	213	202	289
Cases disposed of.....	3, 360	13	164	121	141	200
Decided without referee.....	0	0	0	0	0	0
Decided with referee.....	2, 354	9	147	82	119	162
Withdrawn.....	1, 006	4	17	39	22	38
Open cases on hand close of period.....	74	74	50	92	61	89

¹ Adjusted to reflect actual count.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1976

Railroad	Engineers	Firemen and hostlers	Conductors	Brakemen, flagmen, and baggage-men	Yard-foremen, helpers, and switch-tenders	Yard-masters	Clerical, office, station, and store-house	Maintenance of way employees	Telegraphers	Dispatcher
Atchison, Topeka & Santa Fe Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Auto-Train Corp.....	X	(*)	(*)	(*)	IAM&AW	(*)	(*)	X	(*)	(*)
Baltimore & Ohio RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Bangor & Aroostook RR.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Bessemer & Lake Erie RR.....	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	X
Boston & Maine Corp.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Burlington Northern.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Canadian Pacific Lines in Maine.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	BRAC
Central Vermont Ry., Inc.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Chesapeake & Ohio Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago & Eastern Illinois RR.....	BLE	UTU	UTU	UTU	UTU	ARSA	BRAC	BMW	BRAC	ATDA
Chicago & North Western Transportation Co.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Milwaukee, St. Paul & Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Rock Island & Pacific Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Clinchfield RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Colorado & Southern Ry.....	BLE	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Consolidated Rail Corporation.....	BLE	UTU								
Delaware & Hudson Ry. Co.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Denver & Rio Grande Western RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit & Toledo Shore Line RR.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit, Toledo & Ironton RR.....	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Duluth, Missabe & Iron Range Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Duluth, Winnipeg & Pacific Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Elgin, Joliet & Eastern Ry.....	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	LU

Florida East Coast Ry.....	BLE	UTU	UTU	UTU	UTU	LU	BRAC	BMW	BRAC	LU
Fort Worth & Denver Ry.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Georgia RR. Lessee Organization.....	BLE	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Grand Trunk Western RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Illinois Central Gulf RR.....	BLE	UTU	UTU	UTU	UTU	SA	BRAC	BMW	BRAC	ITDA
Illinois Terminal RR.....	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Kansas City Southern Ry.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Long Island RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	IBT	BRAC	ARSA
Louisville & Nashville RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Maine Central.....	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Missouri-Kansas-Texas RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Missouri Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
National RR Passenger Corp.....							BRAC			
Norfolk & Western Ry.....	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Northwestern Pacific RR.....	BLE	BLE	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	ATDA
Pittsburgh & Lake Erie RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Richmond, Fredericksburg & Potomac RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	X
St. Louis-San Francisco Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
St. Louis Southwestern Ry.....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Seaboard Coast Line RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Soo Line RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	(*)
Southern Pacific Transportation Co.....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Southern Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Texas & Pacific Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Texas Mexican Ry. Co.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	
Toledo, Peoria & Western RR.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Union Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	LU
Western Maryland Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Western Pacific RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of June 30, 1976—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
Atchison, Topeka & Santa Fe Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		UTU	(*)
Auto Train Corp.		(*)	(*)				(*)			(*)
Baltimore and Ohio RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	BRAC
Bangor & Aroostook RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS			HRE
Bessemer & Lake Erie RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Boston & Maine Corp.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	SA	BRAC
Burlington Northern	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Canadian Pacific Lines in Maine					BRCA		BRS			
Central Vermont Ry., Inc.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chesapeake & Ohio Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & Eastern RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & North Western Transportation Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago, Milwaukee, St. Paul and Pacific RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	MRSA	UTU	HRE
Chicago, Rock Island & Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ASRA	UTU	HRE
Clinchfield RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Colorado & Southern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BSCP
Consolidated Rail Corporation						IBFO				
Delaware & Hudson Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Denver & Rio Grande Western RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		UTU	SA
Detroit & Toledo Shore Line RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS			(*)
Detroit, Toledo & Ironton RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Duluth, Missabe & Iron Range Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	MDFA		(*)
Duluth, Winnipeg & Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	ARSA	(*)	(*)

Elgin, Joliet & Eastern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Florida East Coast Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	X
Fort Worth & Denver Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	SA	UTU	HRE
Georgia R.R. Lessee Organization.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Grand Trunk Western R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Illinois Central Gulf R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	UTU	HRE
Illinois Terminal R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Kansas City Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Long Island R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Louisville & Nashville R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE
Maine Central R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Missouri-Kansas-Texas R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Missouri Pacific R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
National R.R. Passenger Corp.....	IAM&AW			IBEW	LU			ARSA		HRE
Norfolk & Western Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Northwestern Pacific R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	LU	(*)	(*)
Pittsburgh & Lake Erie R.R.....	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	BRS	ARSA	(*)	(*)
Richmond, Fredericksburg & Potomac R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
St. Louis-San Francisco Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE
St. Louis Southwestern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	X	HRE
Seaboard Coast Line R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Soo Line R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Southern Pacific Transportation Co.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BRAC
Texas Mexican Ry. Co.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----		
Texas & Pacific Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	HRE
Toledo, Peoria & Western R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Union Pacific R.R.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Western Maryland Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Western Pacific.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE

See footnotes at end of table.

TABLE 10a.—Employee representation on selected air carriers as of June 30, 1976

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Flight attendants	Radio and teletype operators	Mechanics	Clerical, office, fleet and passenger service	Stock and stores
Air New England, Inc.	ALPA				SEIU				
Airlift, International	ALPA		TWU	FOA	ALPA		IAM&AW	ALEA	IAM&AW
Alaska Airlines, Inc.	ALPA			IAM&AW	AFA		IAM&AW	IAM&AW	IAM&AW
Alleghany Airlines, Inc.	ALPA				AFA		IAM&AW		IAM&AW
Aloha Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW	IAM&AW	IAM&AW
American Airlines, Inc.	APA	FEIA		TWU	TWU	TWU	TWU		TWU
Aspen Airways, Inc.	ASPA				ASPA		Individual		
Braniff International	ALPA			ADA	ALPA	IBT	IAM&AW	IBT	IBT
Continental Airlines, Inc.	ALPA	ALPA		TWU	ALPA		IAM&AW		IAM&AW
Delta Air Lines, Inc.	ALPA			PAFCA					
Eastern Air Lines, Inc.	ALPA	ALPA		IAM&AW	TWU	IAM&AW	IAM&AW		IAM&AW
Flying Tiger Line, Inc.	ALPA	ALPA		IAM&AW	IBT		IAM&AW		IAM&AW
Frontier Airlines, Inc.	APLA			TWU	ALPA		IAM&AW	ALEA	IAM&AW
Hawaiian Airlines, Inc.	ALPA			Individual	ALPA	Individual	IAM&AW	IAM&AW	IAM&AW
Hughes Air West	ALPA			TWU	AFA		AMFA	ALEA	IAM&AW
Kodiak-Western Alaska Airlines, Inc.									
National Airlines, Inc.	ALPA	FEIA		TWU	ALPA	IBT	IAM&AW	ALEA	IAM&AW
New York Airways, Inc.	ALPA			ALDA	ALPA		TWU	IAM&AW	IAM&AW
North Central Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW	ALEA	IAM&AW
Northwest Airlines, Inc.	ALPA	IAM&AW	TWU	ALDA	IBT	TWU	IAM&AW	BRAC	IAM&AW
Ozark Air Lines, Inc.	ALPA			ALDA	ALPA	IBT	AMFA	IAM&AW	IBT
Pan American World Airways, Inc.	ALPA	FEIA		TWU	TWU		TWU	IBT	IBT
Piedmont Aviation, Inc.	APLA			TWU	ALPA		IAM&AW		IAM&AW
Reeve Aleutian Airways, Inc.	ALPA	ALPA					IAM&AW		IBT
SFO Helicopter Airlines, Inc.	ALPA				IBT		TWU	IBT	TWU
Seaboard World Airlines, Inc.	ALPA	IBT		TWU	IBT	TWU	TWU		TWU
Southern Airways, Inc.	ALPA			SADA	TWU				SASEA
Texas-International Airlines, Inc.	ALPA			TWU	AFA		IAM&AW	ALEA	IAM&AW
Trans World Airlines, Inc.	ALPA	ALPA		TWU	TWU	IAM&AW	IAM&AW		IAM&AW
United Air Lines, Inc.	ALPA		TWU	IAM&AW	ALPA	IAM&AW	IAM&AW		(?)
Western Airlines, Inc.	ALPA	ALPA		TWU	ALPA	BRAC	IBT	BRAC	IBT
Wien Air Alaska, Inc.	ALPA			IAM&AW	ALPA		IBT	IAM&AW	IBT
Wright Air Lines, Inc.								WAMA	

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of Sept. 30, 1976

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	Mainte- nance of way employees	Tele- graphers	Dispatcher
Atchison, Topeka & Santa Fe Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Auto-Train Corp.	IAM&AW							IAM&AW		
Baltimore & Ohio RR.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Bangor & Aroostook RR.	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Bessemer & Lake Erie RR.	UTU	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	X
Boston & Maine Corp.	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Burlington Northern	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Canadian Pacific Lines in Maine	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	BRAC
Central Vermont Ry., Inc.	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Chesapeake & Ohio Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago & Eastern Illinois RR.	BLE	UTU	UTU	UTU	UTU	ARSA	BRAC	BMW	BRAC	ATDA
Chicago & North Western Transportation Co.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Milwaukee, St. Paul & Pacific RR.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Chicago, Rock Island & Pacific Ry.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Clinchfield RR.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Colorado & Southern Ry.	BLE	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Consolidated Rail Corp.										
Delaware & Hudson Ry. Co.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Denver & Rio Grande Western RR.	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit & Toledo Shore Line RR.	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Detroit, Toledo & Ironton RR.	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Duluth, Missabe & Iron Range Ry.	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Duluth, Winnipeg & Pacific Ry.	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	BRAC
Elgin, Joliet & Eastern Ry.	BLE	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	LU
Florida East Coast Ry.	BLE	UTU	UTU	UTU	UTU	LU	BRAC	BMW	BRAC	LU
Fort Worth & Denver Ry.	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Georgia R.R. Lessee Organization	BLE	BLE	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of Sept. 30, 1976—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	Tele- graphers	Dispatcher
Grand Trunk Western RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Illinois Central Gulf RR.....	BLE	UTU	UTU	UTU	UTU	SA	BRAC	BMW	BRAC	ITDA
Illinois Terminal RR.....	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Kansas City Southern Ry.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Long Island RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	IBT	BRAC	ARSA
Louisville & Nashville RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Maine Central.....	UTU	UTU	UTU	UTU	UTU	UTU	BRAC	BMW	BRAC	ATDA
Missouri-Kansas-Texas RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Missouri Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
National RR Passenger Corp.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Norfolk & Western Ry.....	BLE	UTU	UTU	UTU	UTU	X	BRAC	BMW	BRAC	ATDA
Northwestern Pacific RR.....	BLE	BLE	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	ATDA
Pittsburgh & Lake Erie RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Richmond, Fredericksburg & Potomac RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	X
St. Louis-San Francisco Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
St. Louis Southwestern Ry.....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Seaboard Coast Line RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Soo Line RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	(*)
Southern Pacific Transportation Co.....	BLE	UTU	UTU	UTU	UTU	WRSA	BRAC	BMW	BRAC	ATDA
Southern Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Texas & Pacific Ry.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Texas Mexican Ry. Co.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	-----
Toledo, Peoria & Western RR.....	UTU	UTU	UTU	UTU	UTU	(*)	BRAC	BMW	BRAC	(*)
Union Pacific RR.....	BLE	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	LU
Western Maryland Ry.....	UTU	UTU	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA
Western Pacific RR.....	BLE	BLE	UTU	UTU	UTU	RYA	BRAC	BMW	BRAC	ATDA

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of Sept. 30, 1976—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
Atchison, Topeka & Santa Fe Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		UTU	(*)
Auto Train Corp.	IAM&AW		IAM&AW	IAM&AW	IAM&AW					
Baltimore and Ohio RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	BRAC
Bangor & Aroostook RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	HRE
Bessemer & Lake Erie RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Boston & Maine Corp.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	SA	BRAC
Burlington Northern	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Canadian Pacific Lines in Maine					BRCA		BRS			
Central Vermont Ry, Inc.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Chesapeake & Ohio Ry.	IAM&AW	BB	SMWIA	IBHW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & Eastern RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago & North Western Transportation Co.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Chicago, Milwaukee St. Paul and Pacific RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	MRMFA	UTU	HRE
Chicago, Rock Island & Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Clinchfield RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Colorado & Southern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BSCP
Consolidated Rail Corporation										
Delaware & Hudson Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Denver & Rio Grande Western RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		UTU	SA
Detroit & Toledo Shore Line RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Detroit, Toledo & Ironton RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Duluth, Missabe & Iron Range Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	MDFA	(*)	(*)
Duluth, Winnipeg & Pacific Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	IBEW	ARSA	(*)	(*)
Elgin, Joliet & Eastern Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Florida East Coast Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	X
Fort Worth & Denver Ry.	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	SA	UTU	HRE
Georgia RR. Lessee Organization	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS		(*)	(*)
Grand Trunk Western RR	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE

See footnotes at end of table.

TABLE 10.—Employee representation on selected rail carriers as of Sept. 30, 1976—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
Illinois Central Gulf RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	UTU	HRE
Illinois Terminal RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Kansas City Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Long Island RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Louisville & Nashville RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	UTU	HRE
Maine Central RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Missouri-Kansas-Texas RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Missouri Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
National R.R. Passenger Corp.....	IAM&AW	-----	-----	IBEW	LU	-----	-----	ARSA	-----	HRE
Norfolk & Western Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Northwestern Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	(*)	LU	(*)	(*)
Pittsburgh & Lake Erie RR.....	IAM&AW	BB	SMWIA	IBEW	TWU	IBFO	BRS	ARSA	(*)	(*)
Richmond, Fredericksburg & Potomac RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
St. Louis-San Francisco Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	(*)	UTU	HRE
St. Louis Southwestern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	X	HRE
Seaboard Coast Line RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Soo Line RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Southern Pacific Transportation Co.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Southern Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	BRAC
Texas Mexican Ry. Co.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	-----	-----
Texas & Pacific Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	RED	UTU	HRE
Toledo, Peoria & Western RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	-----	(*)	(*)
Union Pacific RR.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE
Western Maryland Ry.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	(*)	(*)
Western Pacific.....	IAM&AW	BB	SMWIA	IBEW	BRCA	IBFO	BRS	ARSA	UTU	HRE

See footnotes at end of table.

TABLE 10a.—Employee representation on selected air carriers as of Sept. 30, 1976

Airline	Pilots	Flight engineers	Flight navigators	Flight dispatchers	Flight attendants	Radio and teletype operators	Mechanics	Clerical, office, fleet and passenger service	Stock and stores
Air New England, Inc.	ALPA				SEIU				
Airlift, International	ALPA		TWU	FOA	ALPA		IAM&AW	ALEA	IAM&AW
Alaska Airlines, Inc.	ALPA			IAM&AW	AFA		IAM&AW	IAM&AW	IAM&AW
Allegheny Airlines, Inc.	ALPA				AFA		IAM&AW		IAM&AW
Aloha Airlines, Inc.	ALPA			ALDA	ALPA		IAM&AW	IAM&AW	IAM&AW
American Airlines, Inc.	APA	FEIA		TWU	TWU	TWU	TWU		TWU
Aspen Airways, Inc.	ASPA				ASPA		Individual		
Braniff International	ALPA			ADA	ALPA	IBT	IAM&AW	IBT	IBT
Continental Airlines, Inc.	ALPA	ALPA		TWU	ALPA		IAM&AW		IAM&AW
Delta Air Lines, Inc.	ALPA			PAFCA					
Eastern Air Lines, Inc.	ALPA	ALPA		IAM&AW	TWU	IAM&AW	IAM&AW		IAM&AW
Flyine Tiger Line, Inc.	ALPA	ALPA		IAM&AW	IBT		IAM&AW		IAM&AW
Frontier Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW	ALEA	IAM&AW
Hawaiian Airlines, Inc.	ALPA			Individual	ALPA	Individual	IAM&AW	IAM&AW	IAM&AW
Hughes Air West	ALPA			TWU	AFA		AMFA	ALEA	IAM&AW
Kodiak-Western Alaska Airlines, Inc.									
National Airlines, Inc.	ALPA	FEIA		TWU	TWU	IBT	IAM&AW	ALEA	IAM&AW
New York Airways, Inc.	ALPA			ALDA	AFA		TWU	IAM&AW	IAM&AW
North Central Airlines, Inc.	ALPA			TWU	ALPA		IAM&AW	ALEA	IAM&AW
Northwest Airlines, Inc.	ALPA	IAM&AW	TWU	ALDA	IBT	TWU	IAM&AW	BRAC	IAM&AW
Ozark Air Lines, Inc.	ALPA			ALDA	ALPA	IBT	AMFA	IAM&AW	IBT
Pan American World Airways, Inc.	ALPA	FEIA		TWU	TWU		TWU	IBT	IBT
Piedmont Aviation Inc.	ALPA			TWU	ALPA		IAM&AW		IAM&AW
Reeve Aleutian Airways, Inc.	ALPA	ALPA					IAM&AW		IBT
SFO Helicopter Airlines, Inc.	ALPA				IBT		TWU	IBT	TWU
Seaboard World Airlines, Inc.	ALPA	IBT		TWU	IBT	TWU	TWU		TWU
Southern Airways, Inc.	ALPA			SADA	TWU				SASEA
Texas-International Airlines, Inc.	ALPA			TWU	AFA		IAM&AW	ALEA	IAM&AW
Trans World Airlines, Inc.	ALPA	ALPA		TWU	TWU	IAM&AW	IAM&AW		IAM&AW
United Air Lines, Inc.	ALPA	ALPA	TWU	IAM&AW	ALPA	IAM&AW	IAM&AW		(?)
Western Airlines, Inc.	ALPA	ALPA		TWU	ALPA	BRAC	IBT	BRAC	IBT
Wien Air Alaska, Inc.	ALPA			IBT	ALPA		IBT	IBT	IBT
Wright Air Lines, Inc.								WAMA	

See footnotes at end of table.

TABLE 10b.—Employee representation on selected rail carriers as of Sept. 30, 1976

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	MEBA	SIU	SIU	-----	-----	SIU
Atchison, Topeka & Santa Fe Ry..	MMP	MEBA	IUP	-----	-----	-----	-----
Baltimore & Ohio RR.....	MMP	TWU	SIU	TWU	ILA	SIU	-----
Central RR. of New Jersey.....	MMP	MEBA	TWU	TWU	ILA	-----	-----
Chesapeake & Ohio Ry.: Chesapeake District.....	MMP	MEBA	SIU	USWA	-----	-----	-----
Pere Marquette District.....	MMP	GLLO	NMU	NMU	-----	-----	NMU
Erie-Lackawanna Ry.....	MMP	MEBA	SIU	TWU	ILA	-----	-----
Grand Trunk Western RR.....	GLLO	MEBA	NMU	NMU	-----	-----	NMU
Norfolk & Western Ry.....	GLLO	MEBA	USWA	USWA	MEBA	-----	-----
Penn Central Transportation Co....	MMP	NMU	SIU	TWU	ILA	ILA	SIU
Reading Co.....	MMP	MEBA	NMU	NMU	-----	-----	-----
Western Maryland Ry.....	-----	-----	-----	-----	-----	SIU	-----

¹ Only a portion of the craft or class.

² Ramp, stores, and vehicle drivers are represented by IAM&AW.

* Carriers report no employees in this craft or class.

X Employees in this craft or class but not covered by agreement.

RAILROADS

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

AIRLINES

ADA	Air Transport Dispatchers Association.
AFA	Association of Flight Attendants.
ALEA	Air Line Employees Association.
ALPA	Air Line Pilots Association.
AMFA	Aircraft Mechanics Fraternal Association.
APA	Allied Pilots Association.
ASPA	Aspen Pilots Association.
BRAC	Brotherhood of Railway, Airline & Steamship Clerks, Freight Handlers, Express and Station Employees.
CWA	Communication Workers of America.
FEIA	Flight Engineers International Association.
FOA	Flight Operations 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.
SEIU	Service Employees International Union.
TWU	Transport Workers Union of America.
WAMA	Wright Airlines Mechanics Association.
UPA	Union of Professional Airmen.

MARINE

GLLO	Great Lakes Licensed Officers' Organization.
ILA	International Longshoremen's Association.
IUP	Inlandboatmen's Union of the Pacific.
MMP	International Organization of Masters, Mates, & Pilots.
MEBA	National Marine Engineers' Beneficial Association.
NMU	National Maritime Union of America.
SIU	Seafarers International Union of North America.
TWU	Transport Workers Union of America.
USWA	United Steelworkers of America.

