Report

TO

THE PRESIDENT

BY

EMERGENCY BOARDS

APPOINTED BY EXECUTIVE ORDERS NOS. 11168, 11169, 11170
DATED AUGUST 18, 1964, PURSUANT TO SECTION 10
OF THE RAILWAY LABOR ACT, AS AMENDED

To Investigate Certain Disputes Between the Carriers Represented by the National Railway Labor Conference and Certain of Their Employees Represented by the Railway Employees' Department, AFL–CIO (and other Cooperating Railway Labor Organizations listed herein).

WASHINGTON, D.C.
October 20, 1964

(National Mediation Board Cases Nos. A–7107; A–7127; A–7128)
(Emergency Boards Nos. 161, 162, and 163)

LETTER OF TRANSMITTAL

WASHINGTON, D.C.,
October 20, 1964.

THE PRESIDENT
The White House, Washington, D.C.

MR. PRESIDENT: The Emergency Boards created by you on August 18, 1964, by Executive Orders 11168, 11169 and 11170, pursuant to Section 10 of the Railway Labor Act, as amended, to investigate disputes between the carriers represented by the National Railway Labor Conference and certain of their employees represented by certain Cooperating Railway Labor Organizations, have the honor to submit herewith a report and recommendations based upon their investigation of the issues in dispute.

Respectfully submitted.

RICHARDSON DILWORTH, *Chairman.*
ROBERT J. ABLES, *Member.*
H. RAYMOND CLUSTER, *Member.*
FRANK J. DUGAN, *Member.*
LEWIS M. GILL, *Member.*
PAUL D. HANLON, *Member.*
JACOB J. WEINSTEIN, *Member.*

INTRODUCTION

Emergency Boards Nos. 161, 162, and 163 were created by Executive Orders 11168, 11169, 11170, of the President on August 18, 1964, pursuant to Section 10 of the Railway Labor Act, as amended.

The President directed the Board to investigate disputes between the railroad carriers represented by the National Railway Conference and the Eastern, Western, and Southeastern Carriers Conference Committees, consisting of 187 line-haul railroad, terminal and switching companies, and the 11 cooperating railroad labor organizations including the 6 unions representing the so-called shop-craft employees.

The Board was directed to report its findings to the President with respect to this dispute within 30 days from the date of the Orders.

This date was later extended by agreement of the parties and by Order of the President, to October 20, 1964.

In due course the President appointed, as members of the Emergency Board, the following:

Richardson Dilworth, Philadelphia, Pa.—Chairman.
Robert J. Ables, Washington, D.C.
H. Raymond Cluster, Baltimore, Md.
Frank J. Dugan, Washington, D.C.
Lewis M. Gill, Philadelphia, Pa.
Paul D. Hanlon, Portland, Oreg.
Jacob J. Weinstein, Chicago, Ill.

John W. McConnell, originally appointed to serve on this Board, being unable to serve, the President, on September 9, 1964, named Jacob J. Weinstein, Chicago, Ill., in his place.

It should also be noted that previous Boards generally consisted of three members. The instant matter involving three separate disputes, a seven-man Board was appointed, with the thought that the Board might set up panels to hear each dispute. The Board concluded that this was impractical, and so sat as a body on each of the disputes.

The Board convened in Chicago, Ill., on August 31. Public hearings began the following day and were conducted in Chicago for 2 weeks.

The hearings were then transferred to Washington, D.C., and were conducted there from September 14 through September 30.

In addition to 22 days of formal hearings, various members of the Board held private meetings with the parties, and two members of

the Board went to Chicago during the week of October 5 for the specific purpose of meeting with the parties in the hope of mediating the dispute.

PARTIES TO THE DISPUTE

The railroads involved conduct more than 90 percent of the railroad business of the Nation and employ more than 90 percent of all workers in the railroad industry.

The Labor organizations before the Board represent approximately 60 percent of the employees of the Class I carriers, and have a total membership in excess of 400,000. They include clerical and station employees, maintenance-of-way employees, shopcraft employees, stationary engine and boiler-room employees, telegraphers and dining car employees.

The parties involved in each of the three disputes before this Board are listed in Appendix B.

HISTORY OF THE DISPUTE

On May 31, 1963, under Section 6 of the Railway Labor Act, as amended, the various unions involved in this dispute served notice upon the carriers as follows:

(a) *Emergency Board No. 161.*—A request by the six shopcraft unions for increased rates of pay;

(b) *Emergency Board No. 162.*—A request by 11 cooperating railway labor organizations for improved vacations, holidays, surgical and hospital benefits, and group life insurance;

(c) *Emergency Board No. 163.*—On behalf of five cooperating unions, a request for stabilization of employment, and on behalf of four (not including signalmen) increased rates of pay.

The carriers filed counterproposals in each dispute, including a request that existing agreements, rules, regulations, interpretations, or practices which impede efficient and economic operation of the railroads be eliminated.

NATURE OF THE PROCEEDINGS

Section 10 of the Railway Labor Act charges Emergency Boards with the duty to "investigate promptly the facts as to the dispute and make a report thereon to the President within 30 days from the date of its creation."

As Board No. 160 commented: "While the Act does not specify the manner in which the Board is to carry out its investigation, it seems clear that by providing for a report in 30 days the framers of the legislation must have had in contemplation a flexible, expeditious

procedure, suited to the problems of each case, in which all suitable means of information-gathering would be employed."

The Act has now been in effect for almost 40 years, and the parties have long shown a preference for lengthy, formal hearings, of a quasi-judicial nature, in which many witnesses are put on the stand by both sides, and in which mountains of exhibits are filed by each side to the dispute.

The result is that no Board in recent years has been able to complete its report within the statutory period, and if both the railroads and the unions are given a free hand in these hearings their testimony could easily occupy 50 to 60 full days of hearings.

In this case the printed exhibits alone total 75, and when piled on top of one another came to a height of almost 7 feet. Even a hurried reading of these exhibits would require not less than 14 or 15 full days of a Board member's time.

The attorneys for both sides have had long experience in this type of hearing, and are men of much ability, with great knowledge of every phase of the railroad industry, and a persistent determination to explore every facet of labor relations in the industry since the first steam engine made its appearance.

Their principle witnesses are economists, together with railroad executives and union officials. Every witness who appeared in this proceeding had testified before many previous Boards.

This Board had the distinct impression that this was, to a great extent, a repeat performance of an even longer run than "My Fair Lady," with each side knowing exactly what the other side would present and to what each witness would testify.

The parties appear to regard the Board as an audience to an elaborate ritual—something like the Japanese Kabuchi Theater.

Attempts by previous Boards and by our own Board to break through this ritual were quite unsuccessful.

We were, of course, able to prevent the actual reading of a great mass of exhibits and statements, but each party, courteously but firmly, resisted all attempts to narrow the issues.

Both sides seem to believe that in the long run they have a better chance of success by swamping the Board with testimony, studies, surveys, charts, statistics, etc., than by enlightening the Board with a concise presentation of relevant facts.

In view of this, the present Board would like to unburden itself of certain comments.

It is clear that any Board which has attempted to effect a change in procedure has been regarded by both sides as a band of itinerant philosophers. This Board agrees that it is not its function to attempt to bring about basic changes in the industry, or in the philosophy of

the employers or the employees. However, this Board does feel strongly that the present procedure needs a basic overhaul to shorten and simplify the proceedings.

Specifically, it is believed that it would be helpful for each Board to hold the equivalent of a pretrial conference, at which each side would file a trial brief. This brief would summarize the issues at stake, including a concise summary of the existing agreement and the proposed changes. The brief should also include an enumeration of the witnesses and exhibits, with a statement of what it is expected to establish through each witness and exhibit.

Much time is spent by the railroads in picturing the industry as a dying industry. Similarly, the unions spend a great deal of time trying to convince the Board that the railroad industry is an even better investment than General Motors. Neither argument is convincing.

These general strictures may be more meaningful if we cite some specific examples of the type of evidence which we think could profitably have been subjected to drastic pruning.

A large area of evidence concerned the comparative level of wage rates as between the railroads and other industries. This subject has been exhaustively thrashed out before prior Boards, and their careful findings on the subject might well have been cited, and brought up to date in short order, with current data. Instead, both sides presented incredibly detailed and voluminous exhibits, rehashing the entire subject *de novo*.

The attempts to reargue the findings of earlier Boards on these matters, however, was by no means the only difficulty. Even the rehashing process could have been accomplished in a fraction of the time actually spent. Hundreds of pages of exhibits were devoted to detailed breakdowns of wage statistics, often on points which were not really in dispute; these figures could have been set forth, with equal or greater effectiveness, in one or two page summaries.

But even that was not all. Witnesses were presented to explain the weighty exhibits to the Board, almost page by page. It is no exaggeration to say that on numerous occasions several hours were spent in belaboring a point which could have been made with perfect clarity in a 5-minute statement.

In conclusion, we hope that not only future Boards, but especially the parties themselves, will give thought to a drastic revamping of Emergency Board procedures along the lines suggested herein. If nothing more was at stake than saving time and money for the parties, and reducing the frustration of the Board members, perhaps the matter would not be of any major concern. But we are convinced that more

is at stake—the cumbersome procedures before the Emergency Board are, we think, symptomatic of the whole approach of the parties to their collective bargaining relationships. The pattern of long delays, in both contract negotiations and grievance handling, as well as in procedures before Emergency Boards, is in itself one of the most serious irritants creating difficulties between the parties. We are convinced that if the parties reform their approach to the Emergency Board procedures, it would inevitably lead to similar improvements in the handling of disputes between the parties at other stages. It need hardly be added that any improvements in the labor relations of this critical industry would be decidedly in the public interest.

DURATION OF THE PROPOSED CONTRACT

Before discussing the specific issues in the dispute, it is appropriate to comment on a matter affecting all of the issues—the duration of the contract. Some prior Emergency Boards have recommended 1-year contracts, some have recommended 2 years, and some have made no specific recommendations as to duration.

We believe that there are strong reasons, both in the national interest and in the parties' own interests, for a substantial period of stability before these issues are reopened again, and we are therefore recommending a 3-year contract.

As will appear when we come to specific recommendations, the total cost of the recommended package in the second and third years is higher than in the first year, because of certain fringe costs which do not take effect during the first year. We think this modest escalation in cost for the later years is fully warranted. All of the economic indicators seem to point strongly to substantial gains in the next year or two in collective bargaining settlements. We think the cost of the package we are recommending will turn out to be a fair and reasonable price for the industry to pay for the stability inherent in a 3-year agreement.

WAGE MOVEMENT

The organizations are making two wage proposals. The Brotherhood of Railway Steamship Clerks, Freight Handlers, Express and Station Employees, the Brotherhood of Maintenance of Way Employees, the Order of Railroad Telegraphers, and Hotel and Restaurant Employes and Bartenders International Union made the following proposal:

Article II—Wages

1. INITIAL WAGE INCREASE. Increase all rates of pay for employees covered by this agreement in the amount of 29 cents per hour, effective June 30, 1963, ap-

plied so as to give effect to this increase in pay irrespective of the method of payment.

2. SUBSEQUENT WAGE INCREASES. Increase all rates of pay for employees covered by the agreement in the amount of 3.5 percent per year, to be effective at the midpoint of each 12-months' period beginning with the effective date of this agreement.

3. COST OF LIVING ADJUSTMENT. Wage rates established in accordance with Paragraphs 1 and 2 of this Article shall be subject to a cost of living adjustment, effective on each November 1 and May 1. Such cost of living adjustment shall be proportionate to the change in the Consumer Price Index for the months of September and March respectively, above the base figure of 106 (1957–59=100), excepting that it shall not operate to reduce wage rates below those established in Paragraphs 1 and 2 of this Article.

The counterproposal of the Carriers provides:

Article I—Wages and Fringe Benefits

1. All rates of pay of nonoperating employees which are below the composite average straight time hourly rate for the 73 classes of nonoperating employees shall be reduced by 10 cents per hour, and all rates of pay which are above the composite average straight time hourly rate for the 73 classes of nonoperating employees shall be increased on a proportionate percentage basis, so that the composite average straight time hourly rate for the 73 classes of nonoperating employees after the adjustments will be identical to such average before the adjustments. These adjustments shall be made on an individual railroad basis, the averages to be computed railroad by railroad by dividing the straight time compensation by the straight time hours paid for as reported by each railroad to the Interstate Commerce Commission on Wage Statistics Form A, Monthly Report of Employees, Service, and Compensation, for the three months period immediately prior to the date of the adjustments.

The shopcraft employees proposed:

Wage Proposal

1. INITIAL WAGE INCREASE. Increase all rates of pay for employees covered by this agreement in the amount of 10 percent plus 14 cents per hour, effective June 30, 1963, applied so as to give effect to this increase in pay irrespective of the method of payment.

2. SUBSEQUENT WAGE INCREASES. Increase all rates of pay for employees covered by the agreement in the amount of 3½ percent per year, to be effective at the midpoint of each 12-months' period beginning with the effective date of this agreement.

3. COST-OF-LIVING ADJUSTMENT. Wage rates established in accordance with Paragraphs 1 and 2 above shall be subject to a cost-of-living adjustment, effective on each November 1 and May 1. Such cost-of-living adjustment shall be proportionate to the change in the Consumer Price Index for the months of September and March respectively, above the base figure of 106 (1957–59=100), excepting that it shall not operate to reduce wage rates belowe those established in Paragraphs 1 and 2 above.

The counterproposal of the Carriers is the same for the shopcraft employees as it is for the other nonoperating employees and has been set out above.

The basic difference between the proposals of the shopcraft employees and the other nonoperating employees is that the shopcraft organizations are seeking an increase in the differential between their skilled and unskilled employees in addition to a flat cents per hour across the board increase.

The history of prior wage movements of the nonoperating employees of the railroads has been treated exhaustively in the reports of prior Emergency Boards. We see no point in repeating that history in this report.

In this and prior Board proceedings, much of the evidence relates to the relative wage progress of the nonoperating employees of the railroads and workers in other industries.

First, a problem has arisen over the proper base period from which wage changes should be measured. This Board believes, as stated by Emergency Board No. 159, that "the appropriate base from which to measure comparative wage progress . . . is May 1, 1963." Emergency Board No. 159 pointed out:

"* * * This conclusion is based on the express findings of the past two Emergency Boards, No. 130 and 145, as related above. Both Boards reviewed the progress of average earnings of nonoperating railroad employees and employees in manufacturing industries from various base periods since 1949, and found that no increase could be justified on this basis. Emergency Board No. 145 recommended an increase of 2½ percent (6.28 cents) on the basis of anticipated wage increases in the year ahead. The prediction proved quite accurate. From May 1962 to May 1963, average straight time hourly earnings increased 6 cents in all manufacturing, and 7 cents in durable goods."

The Unions contend that we should, in effect, go behind the findings of Board No. 145 and correct certain inequities which, in their view, that Board failed to consider adequately. We have considered that contention but are not persuaded that we should undertake a fresh review of what prior Boards have done. For one thing, it would be an interminable process if each Board tried to review what previous Boards had done, but the conclusive answer is, we think, that *the parties themselves made an agreement* following the recommendations of Board No. 145. That agreement settled the wage issue up until May 1, 1963, and we certainly cannot be expected to inquire into the adequacy, or inadequacy, of what the parties themselves agreed upon.

Furthermore, because of drastic technological and other changes in doing business, not only in the railroads but in other industries as well, this seems the most appropriate and equitable base.

Second, the Carriers and the Organizations differ drastically as to the appropriate standards of comparison. Again, the Board agrees

with Emergency Board No. 159 that the wage progress of these employees cannot be decided by a limited consideration of any one single or exclusive standard of comparison. Accordingly, the Board has considered various standards including the wage progress in all manufacturing and in durable goods as well as wage improvements resulting from collective bargaining agreements in the organized parts of American industry. We recognize that none of these standards is a complete answer; all of them have some value in arriving at fair wage recommendations.

The Board also believes that the cost of living, national productivity, and the financial condition of the railroads must be considered in arriving at any equitable wage adjustment.

In applying the factors set forth, we note that from May 1, 1963, to July 31, 1964, the average straight time hourly earnings of production workers in all manufacturing has increased 7 cents.

In the public utilities and other durable goods industries, which the Unions say are most fairly comparable to the railroads, the increases have been somewhat higher.

In addition, "Bureau of Labor Statistics, Major Wage Developments 1963," dated January 28, 1964, surveying settlements based on collective bargaining contracts shows the median increase for 3.6 million workers at 3.1 percent. The median increase of 2.7 million workers within this 3.6 million who received some increase was 3.4. Measured in costs per hour this increase ranged from 7 to 9 cents.

Two very recent wage settlements in the railroad industry itself have naturally been given special emphasis in these proceedings. The one which in our view is most pertinent, because it involved one of the very unions participating in these proceedings on other issues, is that covering the signalmen, represented by the Order of Railroad Signalmen. The increases there, recommended by Board No. 159 and later adopted by agreement of the parties, were 6 cents an hour for all employees, plus an additional 4 cents to the "skilled" categories, which comprised some 80 percent of the employees involved in that case. Stating it differently, the settlement provided a total of 10 cents for 80 percent of the signalmen, and 6 cents for the balance—the weighted average being about 9 cents an hour. The increases were effective January 1, 1964. There was no provision for any deferred increases in later years.

The other settlement, less directly applicable, but still in the railroad industry, was made with the Brotherhood of Locomotive Engineers in July of this year. Basically, it provided for a daily wage increase of $1.75, which comes to about 22 cents an hour on the basis of an 8-hour day. (The hourly rate increase would vary upward or downward

when the hours worked were less or more than 8.) Certain other provisions in that agreement are of some interest, but do not have enough pertinence to warrant detailing here.

The Organizations contend that the Engineers' settlement is highly pertinent here, even though it concerns one of the operating unions. The Carriers deny that it has any particular relevance, and assert that in any event the Engineers had gone without a wage increase since 1961, and that the agreement is for a 2-year period.

Cost of Living

There are various ways of considering cost of living changes, but we think the soundest approach in the circumstances of this case is to start from the base date of May, 1963. Board No. 159 used that starting point for comparisons with wage movements, as previously noted, on the ground that Board No. 145 had undertaken to establish fair and equitable wages for the period up to May 1963 by way of anticipating (with remarkable accuracy) the likely trend of increases from May 1962 to May 1963. And for the same reason, we think the date is appropriate for starting the cost of living calculations. The increases in outside industries up to May 1963, which the May 1962 increase here was designed to match, presumably reflected the changes in cost of living up to that time, along with all the other factors entering into wage determinations.

From May 1963 to May 1964, the latest date of available figures, the Consumers Price Index went up from 106.2 to 107.8, an increase of 1.6 points or 1.5 percent, equivalent to just under 4 cents an hour when applied to the current average of around $2.58 for the employees involved.

Financial Condition of the Carriers

It is well recognized that railroads are not a "growth" industry. Some carriers are in dire economic straits. Nevertheless, it is also true that the industry as a whole has made substantial economic progress in the last few years. Advancing technology and the prospect of continuing mergers offer the prospects of an even brighter future. We are confident that our recommendations will not hamper the economic prospects of the railroad industry.

Conclusions as to Wages

As it is usually the case, the various factors bearing on the wage issue do not point to any precise figure as the "right" answer. Rather, they indicate an area within which reasonable men may differ as to

what increase is appropriate, depending on the comparative weight given to the different factors.

In this case, we think the indicated area ranges from a low of around 6 cents to a high of around 12 cents. Some outside industry comparisons offered by the Carriers support a figure at the low end of this scale, and the recommendations of Board No. 159 can be read as suggesting that about 6 cents is an appropriate general increase for the period under review. Furthermore, the financial conditions of the industry, as depicted in the Carrier exhibits, would suggest a "low end" approach to the matter.

On the other hand, the outside industry comparisons offered by the Organizations suggest figures on the high end of the scale, and the recommendations of Board No. 159 actually gave a total of 10 cents to something like 80 percent of the employees involved in that dispute. Furthermore, the recent settlement between the Carriers and the Engineers lends support to increases at the high end of the scale, even after allowances are made for the fact that the Engineers had no wage increase since 1961. Finally, the financial conditions of the industry, while not showing any boom characteristics, have been improving.

Weighing all these factors as best we can, we are concluding that a general increase of 9 cents an hour is appropriate, effective January 1, 1964—the effective date recommended by Board No. 159 and since adopted by agreement in that case. We think this is a fair figure both as a matter of the wage question standing alone and when it is viewed in connection with our recommendations on the other issues in dispute.

Up to this point we have been discussing the appropriate increase for the year 1964, the first year of the proposed new contract. As stated earlier in this report, we are recommending a 3-year contract. When it comes to the second and third years, we are obviously entering the realm of informed estimating as to what the trend is likely to be in these future periods.

Certain recent developments have a significant bearing on this question. The automobile settlements, while not directly relevant for comparative purposes here because of the boom conditions in that industry, nevertheless will inevitably have a far-reaching impact on settlements in outside industry generally over the next few years. It is surely a conservative prediction to say that the level of settlements is not likely to *decrease* in the next year or two.

In the light of this generally bullish climate, we think it is eminently reasonable to project the same 9-cent figure into the second and third years.

Finally, we come to the matter of the "wage equivalent." It is agreed, as noted elsewhere in this report, that about 2 cents an hour

will be required by January 1966 to maintain the present level of health and welfare benefits. The Carriers contend that if this 2-cent payment is to be made by them (which we are recommending), it should be deducted from the wage increase, since the health and welfare program has been recognized on all sides as a wage equivalent. According to this approach, the wage increase of 9 cents for the third year would be reduced to 7 cents, by deducting the 2 cents paid for health and welfare at that time.

We think the Carriers' position is understandable on this point, but that it overlooks one critically important factor—the fact that the general level of health and welfare benefits in outside industries will almost certainly be substantially higher by 1966.

The scope and cost of these benefits has been increasing steadily in recent years, and all the indications are that under the impact of automobile and other recent settlements, the pace of these increases in benefits will accelerate rather than slow down in the next year or two.

We think it is reasonable to estimate that by 1966, if the Organizations were to launch a movement for improved health and welfare benefits on the railroads, a strong case could be made for increases in that area costing at least 2 cents an hour more. We are recommending that no such movement be launched until at least January 1967—that the health and welfare benefits stay at their present level for the 3 years of this new contract. Under those conditions, we think it would be patently unfair to deduct from the otherwise appropriate wage increase, the 2 cents needed to maintain those present benefits into 1966. That 2 cents should rather be viewed, as we see it, as a payment in lieu of a further increase in health and welfare benefits at that time, or, putting it another way, in lieu of further "wage equivalents."

For these reasons, our recommendations will not provide for any "wage equivalent" deduction from the 9-cent increase in the third year.

The figure of 9 cents an hour increase each year should be across the board for the Organizations which prefer not to have a differential treatment among their members (those other than the shop crafts), and should be in percentage terms for the shop crafts, which prefer it that way so as to recognize the special problem of their skilled craftsmen whose rates are low compared to those in outside industries.

This is happily one area in which there seems to be no basic disagreement between the parties. The Carriers have indicated their willingness to go along with the different Organizations on the distribution of the increases, so long as the amounts are comparable. We will leave it to the Carriers and the shopcraft unions to determine the exact mechanics of applying the increases on a percentage basis, guided by the principle that it should average out, as closely as is practicable, to 9 cents an hour each year.

RULE CHANGES AND EMPLOYEE PROTECTION

A. The Organizations' Case

1. PROPOSALS

Characterizing their proposals as "Stabilization of Employment," the Clerks, Maintenance of Way, Telegraphers, Signalmen and Dining Car Employees proposed that the number of employees in each of the occupational classifications as of May 31, 1963, not be reduced, except by normal attrition (death, retirement, resignation, discharge for cause) limited to 2 percent per year. In addition, they proposed that the carriers be prohibited, except by agreement, from contracting out or otherwise transferring to other establishments or employers any of the work now being performed, or susceptible of being performed, by employees represented by the Organizations.

Further, the Organizations proposed that any employee adversely affected by the abolition of any position or change in technological, organization, volume or consist of traffic, or in location or employment shall be made whole for any and all adverse effects, financial or otherwise, to himself or to his family. A severance allowance is proposed for those employees who elect not to transfer to another location as a result of the changes made by the Carriers.

2. ORGANIZATIONS' POSITION ON STABILIZATION OF EMPLOYMENT

The heart of the employees' case in support of their proposals for protection is the very sharp decline in employment in these five organizations in recent years, with the resulting hardship on those disemployed and insecurity for those remaining employed.

With comparatively minor variations, the number of employees in these groups held steady between 1936 (486,000) and 1955 (479,148). Since 1955, however, the number of employees has dropped to 276,265, or by more than 42 percent. The Maintenance of Way and Dining Car classes of employees have been hardest hit in this period, with a reduction of more than 50 percent. In addition to this sharp reduction in employment, a number of those who are considered to be employed are actually unemployed during some part of the year. Of those unemployed, the average age in 1962 was over 40 and in one class was over 50. A substantial number of these employees has exhausted all benefit rights under the Railroad Unemployment Insurance Act. Particularly irritating to the employees is the fact that the railroads have hired many new employees (about 7 percent of total employees in 1963) with no railroad experience, at the same time regular employees have been laid off.

In support of their proposals for protection, the employees point to recent agreements which have extended the principles of the Washington Agreement of 1936 and the statutory provisions of the Transportation Act of 1940 both in scope and degree of coverage. Examples are:

(a) The Southern Pacific-Telegraphers' Agreement (1961) which adopted an attrition principle and, later, in April 1964, eliminated the exception for change in the volume or composition of traffic;

(b) The Norfolk and Western Agreement (1962) which similarly adopted an attrition principle;

(c) The Chicago and Northwestern-Telegraphers' Agreement (1962) which expanded the principle of protection to employees adversely affected through decline in business;

(d) The Long Island-Clerk's Agreement (1964) which adopted the principle of normal attrition but provided relief for the carrier "for causes beyond the Carrier's control which have a substantial impact upon business." The term "substantial impact" was defined.

(e) The Agreement for protection of employees in the event of merger of the Pennsylvania and New York Central Railroads (April 1964) also adopts the natural attrition principle and provides for continued employment for all employees of both railroads who are in compensated service between January 1, 1964, and the date of the merger. Furlough or layoff is limited to seasonal requirements. In the event of a business decline in excess of 5 percent, a reduction in forces below the number of protected employees is permitted to the extent of 1 percent for each 1 percent the business decline exceeds 5 percent.

B. The Carriers' Case

1. PROPOSALS

The carriers would extend unemployment benefits to employees adversely affected as the immediate and proximate consequence of the exercise by the Carriers of certain rights set forth in the Carriers' proposal relating to the elimination of restrictive work rules. These benefits would increase the unemployment benefits payable under the Railroad Unemployment Insurance Act to an amount equal to 60 percent of the daily rate of the employee involved.

In exchange for the extension of these unemployment benefits, the Carriers request freedom to transfer or contract out work, abandon or consolidate facilities, cross craft lines, consolidate seniority districts, etc.

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2. CARRIERS' POSITION ON WORK RULES AND JOB PROTECTION

The railroads ask that the union proposals be rejected as being inconsistent with public policy (expressed through Emergency Boards and the Executive Branch of the Government) which favors technological progress and improvement in operating efficiency in American industry.

The Carriers stress that this public policy is reflected in all employee protection agreements of recent years and they conclude that although these agreements are costly, they have also generally recognized that in consideration of that protection the Carriers should have a free hand to make changes.

C. Board Discussion of Rule Changes and Employee Protection

The principle has been stated so often recently it needs no special emphasis here that restrictions on management to modernize equipment, facilities and techniques must be lifted if our economy is to move forward at a desirable pace. At the same time, it is now accepted in American industry that the price for such progress should not be paid completely, or even principally, by the employees who by virtue of long service in the industry have acquired equitable rights in their jobs.

Time and a more analytical study of developing trends will be required before an Emergency Board or other special commission, can come to grips with the advanced proposals of the parties for a national agreement dealing with principles of normal attrition, continued employment for regularly assigned employees, and assured earnings in exchange for broad relaxation of work rules.

For the present, however, we think that the agreement of September 25, 1964, between the railroads and the shopcraft organizations following the recommendations of Emergency Board No. 160 provides a good basis for settlement of the rule changes and employee protection issues in this dispute because it matches fairly the need of employees for protection and the need of the Carriers for managerial freedom *under existing conditions.*

For the first time in the railroad industry, a national agreement has been made following the Washington Agreement which protects employees on a property from the effects of technological change; transfer or contracting out work; abandonment, discontinuance or consolidation of facilities; etc. In addition, flexibility has been introduced in the use of employees at new locations when work is transferred from one location to another. Moreover, an expedited arbitration procedure has been agreed upon to settle disputes arising under this shopcraft agreement.

These are important advances in the railroads' quest for greater managerial freedom and for the employees' need for protection when management decisions affect them adversely. Since these are the same policy questions involved in this dispute and because this agreement which was hard-fought by both sides, was made less than a month ago, it should form the basis of agreement here—and we so recommend.

Mindful of the fact that Emergency Board No. 160 made its recommendations on employee protection within the limits of the proposals of the organizations, however, and mindful further that recent agreements in the railroad industry have included provision for protection of employees adversely affected by a decline in business, we would extend protection to an employee who is adversely affected by a decline in a carrier's business.

This Board is convinced that an employee who loses his job or is disadvantaged by a decline in business is just as much adversely affected, through no fault of his own, as the employee affected by technological change and should be protected to the same extent. This principle of protection for employees adversely affected by a decline in business was set in the Chicago and Northwestern-Telegraphers' Agreement in 1962 and has been followed a number of times in other agreements. This principle, therefore, should be incorporated in a new agreement between the parties.

We recommend that the provisions of the agreement relating to employee protection be made effective October 1, 1964.

VACATIONS

The proposals of the parties for changes in the vacation agreement are set forth in full in Appendix A. Seven issues are raised by the proposals:

(1) Maximum length of vacation.
(2) Length-of-service requirements.
(3) Minimum work requirements.
(4) Holidays during vacation.
(5) Job classifications within which qualifying service must be performed.
(6) Qualifying effect of service in the armed forces.
(7) Length of notice required for proposed changes in the vacation agreement.

Each of these issues is discussed below, except No. 4, Holidays During Vacation, which is discussed under the "Holiday" Section of the report.

(1) Maximum Length of Vacation

The maximum vacation available to nonoperating employees under the current vacation agreement is 3 weeks; the Organizations have proposed a maximum of 4 weeks.

The first national vacation agreement involving these employees was dated December 17, 1941, and followed the report of Emergency Board No. 11. It provided for 1 week of paid vacation. In the agreement of February 23, 1945, a maximum 2 weeks of vacation was provided. In 1953, the Organizations proposed the addition of 3 and 4 week vacations, and these proposals were eventually dealt with by Emergency Board No. 106. That Board, in making its recommendations, considered "the general practice in industry * * * and the ability of the Carriers to pay." It concluded that a "maximum vacation of 3 weeks is becoming generally available in industry * * *" and recommended a third week of vacation for the nonoperating employees. A provision for a third week was included in the agreement of August 21, 1954.

In 1959, the Organizations again proposed a maximum of 4 weeks of vacation and this proposal became a subject of the recommendations of Emergency Board No. 130 in 1960. That Board found that "the trend toward 4-week vacations in industry, generally, while clearly discernible, does not yet justify the conclusion that this maximum will become the prevailing practice in the next few years." The trend noted was a rise in the number of agrements providing vacations of over 3 weeks and the number of workers covered thereunder from 4.7 percent and 4.4 percent respectively in 1952, to 26 percent and 28.9 respectively in 1957, according to BLS studies. The Board concluded that "a maximum vacation allowance of 3 weeks is still the predominant practice in industry generally" and declined to recommend a fourth week for nonoperating railroad employees.

The trend toward 4-week vacations which was discernible to Emergency Board No. 130 in 1954 has continued. The 1961 BLS Bulletin No. 1342 shows that in that year 43.2 percent of agreements covering 41.9 percent of employees provided for vacations of 4 weeks or more. When adjusted to reflect the change in the steel industry vacation rule, effective January 1, 1963, these figures become 48.9 percent and 50.0 percent respectively. 1964 BNA data show that 51 percent of union agreements provide for 4 or more weeks of vacation. The Board concludes that a 4-week maximum vacation is becoming generally available in industry and that the application of this maximum to the nonoperating employees who have remained at the 3-week maximum for 10 years, is justified at this time. It is recommended that the parties agree to a maximum 4-week vacation, effective January 1, 1965.

(2) Length of Service Requirements

Under the current agreement, otherwise eligible employees, except for certain clerks and telegraphers, receive 1 week of vacation after 1 year of service, 2 weeks after 3 years and 3 weeks after 15 years.

The Organizations have proposed the following length of service schedule: 1 week after 6 months, 2 weeks after 2 years, 3 weeks after 5 years, and 4 weeks after 10 years.

The Carriers would make no change in the requirements for 1 week and 3 week vacations, but would increase the requirement for 2 week vacations to 5 years instead of the present 3 years.

A requirement of 1 year of service for 1 week's vacation was established in 1941; 5 years of service for 2 week's vacation was provided by the 1945 agreement. In 1954, before Emergency Board No. 106 Organizations proposed to reduce the service requirement for 2 weeks from 5 years to 2 years, and to add a 3-week vacation after 5 years of service and a 4-week vacation after 10 years of service. The Board declined to recommend a 4-week vacation or to lower the service requirement for a 2-week vacation. It did recommend a 3-week vacation after 15 years of service, which was incorporated in the 1954 agreement.

In 1960, before Emergency Board No. 130, the Organizations proposed 2 weeks after 1 year, 3 weeks after 5 years and 4 weeks after 10 years. The Board recommended no change in the requirements of 1 year for a 1-week vacation and 15 years for a 3-week vacation; nor did it recommend a 4-week vacation. However, it did recommend the reduction of the requirement for a 2-week vacation from 5 years to 3 years, on the ground that available data indicated that a service requirement of 5 years for a 2-week vacation was "no longer the prevailing practice in industry generally," and that the data supported the conclusion "that a 2-week vacation after 3 years' service conforms to general practice."

The BLS study of vacation plans for 1961 shows that approximately 70 percent of employees covered must have 1 or more years of service in order to qualify for a 1-week vacation and that approximately 60 percent of employees covered must have 3 or more years of service to qualify for a 2-week vacation. These data clearly establish that there is no basis for changing the present length of service requirements for 1- and 2-week vacations.

With respect to 3-week vacations, the 1961 study shows that 54 percent of the employees covered need 15 or more years in order to qualify for a 3-week vacation. Also, in the BLS metropolitan area study (July 1962–June 1963) of the 39 cities studied, it appears that as to office employees, a majority in 22 cities, and as to plant employees, a majority in 27 cities, require 15 years of service to qualify for a 3-week

vacation. In view of these data and the Board's recommendations as to 4-week vacations, the Board concludes that no change in the present 15-year requirement for a 3-week vacation should be recommended at this time.

With respect to the 4-week vacation which the Board has recommended, the data indicate a strong trend from a requirement of 25 years to a requirement of 20 years, and the Board recommends that the parties agree to a length of service requirement of 20 years.

Certain clerks and telegraphers presently receive 1½ weeks of vacation after 2 years of service; no change is recommended with respect to this provision of the vacation agreement.

(3) Minimum Work Requirements

The present agreement provides that in order to qualify for a 1-week vacation, an employee must have rendered compensated service on 120 days during the preceding calendar year; for a 2-week vacation, he must have rendered compensated service on 110 days during the preceding calendar year and 110 days in each of 3 years of service; for a 3-week vacation, 100 days during the preceding year and 100 days in each of 15 years of service. Thus, an employee must meet the work requirements of the preceding year in order to qualify for any vacation; and he must have met the work requirements in each past year of service which is to be counted to determine the length of vacation he is entitled to.

The Organizations propose to substitute for the specific amounts now provided, any compensated service at all during the preceding year; and to eliminate the requirement for compensated service during other qualifying years, in favor of the simple requirement that the employee must have been in "an employment relation" during such years.

The Carriers propose to increase the number of compensated service days required in all years to 133.

Much of the material submitted to this Board was considered and discussed by Emergency Board No. 130. In brief, it appears from the data submitted that the minimum work requirements presently provided for in the present vacation agreement are not out of line with those in industry generally, where any such requirements are provided. No persuasive evidence was offered by the Organizations to show that the present requirements have worked a hardship on employees who would otherwise be entitled to vacations; nor was persuasive evidence offered by the Carriers to support their position that the requirements are too liberal.

The Board finds no basis in the record to recommend any change in the work requirement provisions of the present agreement. As to work requirements for 4-week vacations, the Board recommends that they be the same as the present requirements for 3-week vacations.

(4) Job classification within which qualifying service must be performed;

(5) Qualifying effect of service in the armed forces;

(6) Length of notice required for proposed changes in vacation agreement.

The proposals of the Organizations with respect to these three items were given substantially less attention in their presentation than the other vacation proposals. The Board concludes that the record does not provide a basis for recommending any of the changes contained in any of these proposals.

HOLIDAYS

The proposals of the parties with respect to paid holidays are set forth in full in Appendix A. These proposals raise issues with respect to (1) number of paid holidays, (2) eligibility for holiday pay, and (3) paid holidays for dining car employees. Each of these is discussed below under separate headings. In addition, a fourth issue—(4) holidays during vacations, although raised by the vacation proposals, is discussed below.

(1) Number of Paid Holidays

Under the present agreement, there are seven paid holidays; New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. The Organizations propose to add Good Friday and Veterans' Day to make a total of 9 paid holidays; for monthly paid employees, it is proposed to add the equivalent of 16 hours to their annual compensation.

The present seven paid holidays were first provided in the agreement of August 21, 1954, following the recommendations of Emergency Board No. 106; prior to that time, employees received time off on these same holidays but were not paid. The Organizations proposed two additional holidays before Emergency Board No. 130 in 1960 but that Board recommended no increase in the number of holidays. The Board found the request based more on a trend toward more holidays than on the practice then prevailing. The Board concluded that "the present provisions for 7 paid holidays will be representative of industry practice for the likely duration of the agreement to be negotiated at this time."

The trend toward more than 7 paid holidays has increased considerably since the report of Emergency Board 130. In the major

BLS studies, the percentage of employees receiving more than 7 holidays has gone from 10.6 in 1952 to 19.2 in 1958 to 28 in 1961. Recent contract settlements indicate a continuation of the trend. A 1964 BNA study shows 56 percent of contracts providing for 7½ or less paid holidays and 44 percent providing for 8 or more. A National Industrial Conference Board report in July 1964, shows that of 361 manufacturers, 50 percent provided 7 or less holidays and 49 percent provided 8 or more. The two largest categories were 7 holidays (35 percent) and 8 holidays (31 percent).

The Board concludes that more than 7 paid holidays is now or will soon become the prevailing industry practice; however, it is not able to conclude that the prevailing practice will rise to 9 holidays within the span of the agreement to be negotiated by the parties. One additional paid holiday, making a total of 8, should place nonoperating employees at no disadvantage with respect to employees in industry generally over the next several years. The Board recommends that the parties agree to one additional paid holiday, effective January 1, 1965; it leaves to the parties the determination of which holiday that shall be. To reflect this additional holiday, the monthly rates of monthly paid employees (other than dining car employees) should be adjusted by adding the equivalent of 8 hours to their annual compensation and this sum should be divided by 12 in order to establish a new monthly rate.

(2) Eligibility for Holiday Pay

The present agreement provides a number of requirements which must be met in order for an employee to qualify for holiday pay. The requirements differ for regularly assigned employees and for employees who are not regularly assigned. In order for a regularly assigned employee to be eligible for a paid holiday, the holiday must fall on a work day of his work week, and he must be credited with compensation on the work days immediately preceding and following the holiday unless he is not assigned to work on those days; in the latter case, he must still be "available for service" in order to qualify.

An employee who is not regularly assigned must meet the same work requirement as to the days preceding and following the holiday and in addition must have been compensated for services on 11 of the 30 calendar days immediately preceding the holiday and must have 60 days of seniority or of continuous active service preceding the holiday.

The Organizations propose that any employee shall qualify for holiday pay if he is credited with compensation at any time during the 60 calendar days preceding the holiday, unless he is assigned to work on the day preceding or following the holiday and fails to do so without good cause. Good cause is defined as including sickness, in-

jury, disability, vacation, leave of absence, and any other reasonable cause.

The Carriers propose the following three requirements in order for any employee to qualify for holiday pay: (1) the employee must be a regularly assigned employee, (2) compensation must be credited to his work days immediately preceding and immediately following the holiday, (3) the holiday must fall on a work day of his work week.

When Emergency Board No. 106 originally recommended 7 paid holidays, it did so for the stated purpose of enabling regularly assigned employees to maintain their usual take-home pay during weeks in which holidays fall; and it recommended eligibility requirements in accordance with this purpose. These recommendations as to eligibility were followed by the parties in the 1954 agreement, and the provisions of that agreement are the provisions which the Carriers now propose to reinstate.

In 1960, the Organizations proposed a simplification of the paid holiday eligibility requirements somewhat similar to those now proposed before this Board. Emergency Board No. 130 considered all of the eligibility requirements at length. The Board found that holiday pay for these employees was premised on a doctrine of maintenance of take-home pay; consequently, it declined to recommend any change in the requirement that the holiday must fall on a work day of the employee's work week. The Board did make two recommendations: (1) that eligibility for holiday pay should be extended to include certain employees who are not regularly assigned and (2) that employees should not be denied holiday pay for not working on the work days before and after the holiday due to their not being assigned work on such days. These recommendations were incorporated into the present agreement.

The bulk of the evidence as to work and service requirements for holiday pay in other industries which was presented to the present Board was also presented to and considered by Emergency Board No. 130. There have been no significant developments since the report of Emergency Board No. 130 which justify any further recommendations in this area by this Board.

(3) Holidays During Vacations

Under the present agreement, if a holiday occurs during an employee's vacation period, he gets neither additional pay nor an additional day of vacation if the holiday falls on one of the rest days of his position, or if his position is not assigned to work on the holiday. If the employee's position is assigned to work on the holiday, the employee on vacation receives an additional day's pay at time and one-half for the holiday.

The Organizations propose no change in the method of payment for holidays during vacation on which an employee's position is assigned to work. In either of the other situations—holidays on rest days or position not assigned to work on the holiday—it is proposed that the employee receive holiday pay for the holiday and an additional day of paid vacation.

The present treatment of holidays during vacation periods grows out of and is consistent with the doctrine that the justification for paid holidays is the maintenance of take-home pay. Thus, under present practice, the employee receives exactly the same pay during a vacation in which a holiday falls as he would receive if he were not on vacation but working at his regular position. Both Emergency Boards 106 and 130 concluded that it would be inconsistent with the maintenance of take-home pay theory of paid holidays to provide additional pay or vacation for holidays falling during vacation.

Essentially the same evidence is presented and the same arguments are advanced by the Organizations in support of the present proposal as to holidays falling during vacations as in the case before Emergency Board No. 130. As the Board concluded in connection with the proposals to change the eligibility rules for paid holidays, there have been no significant developments with respect to holidays during vacations which justify any further recommendations by the Board at this time.

(4) Holiday Pay for Dining Car Employees

Cooks, chefs, and waiters who work on dining cars are monthly paid employees who work a 205-hour month and are not covered by the present paid holiday agreement covering other nonoperating employees.

There is a dispute as to the proposal which is before the Board. The Organizations contend that the effect of the notice served on the Carriers with respect to monthly rated nonoperating employees generally, together with the addendum attached to the notice by the union representing the dining car employees, was to request that the annual pay of these employees be increased (1) by the additional 28 hours added to monthly paid employees whose pay was based on more than 169⅓ hours per month under the 1954 settlement and (2) by an additional 16 hours for the two additional paid holidays being requested for all employees in the instant case. The Carriers contend that the notice as to monthly rated employees requested only 16 additional hours and that the addendum covering the dining car employees simply requested that that proposal be applied to them; thus, Carriers contend, the Board is limited to a consideration only of the proposal for 16 additional hours and cannot consider the additional 28 "catch up" hours which are contended by the Organizations.

On the merits of the proposal, the Organizations contend that the dining car employees are the only nonoperating employees not entitled to paid holidays and that there is no reason, either historical or in the nature of their service, for them to be treated differently than other nonoperating employees in this respect. Historically, it appears that in 1954, when the other nonoperating employees first received 7 paid holidays, the dining car employees negotiated a separate agreement under which they received a 5-cent-per-hour wage increase in lieu of the paid holiday and health and welfare benefits extended to the other nonoperating employees. However, under the December 21, 1955, agreement, the dining car employees gave up 5 cents in wages in order to receive the health and welfare benefits. Thus, as of 1956, they were restored to the pre-1954 wage increase parity with other non-ops, had the same health and welfare benefits, but did not have the paid holidays which they had given up in part payment for their now-lost 5-cent differential. Emergency Board No. 130 declined to recommend paid holidays for the dining care employees in 1960, stating that the only information it had before it was that the dining car employees had not received paid holidays in the 1954 bargaining.

The reasons why the dining car employees negotiated a separate settlement and did not receive paid holidays in 1954 are not entirely clear to the Board. However, on the record before us, there seems to be no persuasive reason why they should not now receive these benefits. It is clear to us, as it was not to Emergency Board No. 130, that there is no additional increment in the pay of these employees to compensate for the lack of holiday pay. Nor is the Board convinced that these employees have more in common with the operating employees on the trains than with the rest of the nonoperating employees. The Board concludes therefore that dining car employees should receive paid holidays.

However, the Carriers' position that the notice served by the dining car employees was the same as that served in behalf of other monthly rated employees appears on the record to be correct. On the merits, however, we think that improvement from no holidays to two holidays represents substantial progress. The Board therefore limits its recommendation with respect to paid holidays for these employees to the terms of the proposal made on behalf of other monthly rated employees: the addition of the equivalent of 16 hours to their annual compensation and the division of this sum by 12 in order to establish a new monthly rate.

The Board recommends that all changes in existing agreements on vacations and holidays be made effective January 1, 1965.

HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE

The Organizations made the following proposals:

1. That the hospital and medical benefits in the present agreement be kept in full force by the Carriers for a 3-year period beginning March 1, 1964.
2. That the group life insurance now in effect be raised from $4,000 to $6,000 for active employees and that insurance in the amount of $2,000 be provided by the Carriers for employees retiring on or after March 1, 1964, and for a 3-year period thereafter.
3. That the dues required to achieve the same benefits for employees on railroads having hospital associations shall be paid by the Carriers.

We note a pattern of steady progress in the protection afforded by the health and welfare plan from its inception in 1955. At each step benefits were increased for employees and then extended to dependents. The Railroads through the Railroad Retirement Act, Unemployment Insurance and Sickness Benefits were the pioneers in a movement that is now spreading through all of industry and has made especially marked strides in the past decade so that a majority of the 117 Group Insurance Plans for employees of Public Utilities provide considerably greater benefits than are now provided by the railroads. The Organizations are not asking for increased medical and hospital services. They are asking that the benefits in the present contract, agreed upon in February of 1961, be maintained by meeting the increased costs of this insurance. A sense of historic fitness requires that these modest health and welfare benefits be not diminished. We therefore recommend that the Carriers pay to the Travelers Insurance Company or to the Hospital Associations whatever sums are necessary to keep the present benefits in force. It is agreed by the parties that this amounts to approximately 2 cents per employee. It is also understood that the funds in the special reserve fund will provide this increase for 1964 and 1965. We therefore recommend that the Carriers provide the additional 2 cents for 1966. The question as to whether this constitutes a wage equivalent and is or is not to be "deducted" from the wages at that time is treated in the portion of this report dealing with wages.

We recommend also that the Carriers absorb the cost of providing group insurance in the amount of $2,000 for retired employees, retiring on or after March 1, 1964, and for 3 years thereafter. Insurance for retired employees is a feature of 100 out of 117 group insurance plans mentioned above and is fast becoming a standard feature of

such plans. The average lump sum insurance available to a retired employee under the Railroad Retirement Act is hardly adequate protection against the hazards of old age, sickness and death and the fact that a large part of the working population does not have even this protection does not make this inadequacy any more palatable. The Carriers estimate that the cost of this benefit for the first 5 years will be about 50 cents per employee per month, or about three-tenths of a cent per hour.

We do not recommend the granting of an increase to active employees of group life insurance from $4,000 to $6,000. We are mindful of the additional costs to the Company in the other provisions of this report, and we are impressed with the relatively comfortable equity now available for active employees in the Insurance Provision of the Railroad Retirement Act.

GENERAL COMMENTS

In the necessarily limited time available to us, we have attempted to make constructive recommendations on the principal issues in dispute. We believe that our recommendations come within the guide lines of the Council of Economic Advisers, and we hope that they will be helpful to the parties in reaching an agreement.

Special mention should perhaps be made of a number of proposals by the Carriers for changes in work rules. We recognize that as to those matters in particular, there simply was not enough time to present them fully; a different kind of forum, not operating under Emergency Board limitations, would be needed for an informed investigation into those subjects.

In order that no loose ends be left dangling, we recommend that all proposals of either side, which are not otherwise specifically dealt with in this report, be withdrawn.

Respectfully submitted.

RICHARDSON DILWORTH, *Chairman.*
ROBERT J. ABLES, *Member.*
H. RAYMOND CLUSTER, *Member.*
FRANK J. DUGAN, *Member.*
LEWIS M. GILL, *Member.*
PAUL D. HANLON, *Member.*
JACOB J. WEINSTEIN, *Member.*

APPENDIX A

THE PROPOSALS OF THE PARTIES

UNION PROPOSALS DATED MAY 31, 1963

INTERNATIONAL ASSOCIATION OF MACHINISTS

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BROTHERHOOD RAILWAY CARMEN OF AMERICA

INTERNATIONAL BROTHERHOOD OF FIREMEN, OILERS, HELPERS, ROUNDHOUSE AND RAILWAY SHOP LABORERS

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

THE ORDER OF RAILROAD TELEGRAPHERS

BROTHERHOOD OF RAILROAD SIGNALMEN

HOTEL & RESTAURANT EMPLOYES AND BARTENDERS INTERNATIONAL UNION

Article I. Vacations.
Article II. Holidays.
Article III. Hospital, Surgical and Medical Benefits and Group Life Insurance.

Article I—Vacations

Section 1. Article 1 of the Vacation Agreement of December 17, 1941, as subsequently amended, is hereby amended to read as follows:

(a) Effective with the calendar year 1964, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this agreement who has been in an employment relation for a period of not less than 6 months during the preceding calendar year, and has rendered some compensated service during that period. Existence of an employment relation of 6 months or

more, with the rendering of some compensated service during that period, in the first calendar year of employment, shall be considered as a full year of employment relation of an employee for qualification under paragraphs (b), (c), and (d) of this article.

(b) Effective with the calendar year 1964, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this agreement who has been in an employment relation for a period of 2 or more years, and has rendered some compensated service during the preceding calendar year.

(c) Effective with the calendar year 1964, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this agreement who has been in an employment relation for a period of 5 or more years, and has rendered some compensated service during the preceding calendar year.

(d) Effective with the calendar year 1964, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this agreement who has been in an employment relation for a period of 10 or more years, and has rendered some compensated service during the preceding calendar year.

(e) Paragraphs (a), (b), (c), and (d) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than 5 days of service per week, vacations of 1, 2, 3, or 4 work weeks.

(f) Any employee covered by this agreement shall be given credit for any service rendered or the existence of any employment relation with the same carrier in computing the period of employment relation for vacation qualifying purposes under this Agreement.

(g) In instances where employees have qualified for a vacation in any calendar year, and subsequently become members of the armed forces of the United States, the time spent by such employees in the armed forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

Section 2. Amend Section 3 of Article I of the Agreement of August 21, 1954, effective January 1, 1964, to read as follows:

When any of the recognized holidays, as defined in Article II of this Notice, occur during an employee's vacation period, the following shall apply:

(a) If the holiday falls on a work day of the employee's assignment in the case of an employee having an assignment, or on a work day of the position on which the employee last worked before the holiday in the case of an employee not having an assignment, then:

(1) If such assignment or position is not assigned to work on the holiday, the holiday shall not be considered as a vacation day of the period for which the employee is entitled to vacation, such vacation period shall be extended accordingly, and the employee shall be entitled to his holiday pay for such day.

(2) If such assignment or position is assigned to work on the holiday, the holiday shall be considered as a vacation day of the period for which the employee is entitled to vacation and the employee shall be entitled to a straight time day's pay plus pay at the rate of time and one-half for time the position is assigned to work on such holiday.

(b) If the holiday falls on a rest day of the employee's assignment in the case of an employee having an assignment, or on a rest day of the position on which the employee last worked before the holiday in the case of an employee not having an assignment, the holiday shall not be considered as a vacation day of the period for which the employee is entitled to vacation and the employee shall be entitled to his holiday pay for such day.

Section 3. Article 15 of the Vacation Agreement of December 17, 1941, as amended by the agreement of August 19, 1960, is hereby amended to read as follows:

Except as otherwise provided herein this Agreement shall be effective as of January 1, 1964, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect thereafter, subject to change upon written notice by any carrier or organization party hereto, of desire to change this Agreement, in accordance with the provisions of the Railway Labor Act, as amended.

Article II—Holidays

Article II of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960, is hereby amended to read as follows:

Section 1. (a) Effective June 30, 1963, each hourly, daily, and weekly rated employee shall receive 8 hours' pay at the pro rata hourly rate of the position on which he last worked before the holiday, for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Good Friday
Decoration Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas

(b) This Article does not disturb agreements or practices now in effect under which another holiday has been substituted for one of the above-enumerated holidays. This Article shall be applicable to any day which by agreement or practice has been designated as a holiday in addition to those enumerated above; it shall be applicable to any day which by agreement or practice is observed by the employee instead of the day on which the holiday occurs (holidays enumerated above or holidays in addition thereto designated by agreement or practice or holidays substituted for one of the holidays enumerated above).

Section 2. Monthly rates shall be adjusted by adding the equivalent of 16 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 16 divided by 12 will establish a new hourly factor for wage adjustments; overtime rates will be computed on the basis of such hours minus the number of holiday pay hours included in such computation.

Section 3. Eeach hourly, daily, and weekly rated employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the carrier is credited to him at any time during the 60 calendar days preceding the holiday or holidays, unless the employee was assigned to work on the work day of his work week immediately preceding or following the holiday and he fails to report for work on such day without good cause. Good cause shall include sickness, injury, disability, vacation, leave of absence, and any other reasonable cause for failure to report for work, not including, however, as such reasonable cause absence in anticipation of or in prolongation of the holiday.

Section 4. Nothing in this Article shall be construed to reduce the number of holidays in any case where by agreement or practice holidays have been designated in addition to those enumerated in Section 1 hereof.

Section 5. Nothing in this Article shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

Article III—Hospital, Surgical and Medical Benefits and Group Life Insurance

Section 1. Hospital, surgical, and medical benefits now provided in The Travelers Insurance Company Group Policy Contract No. GA-23000 shall be continued for the 3-year period beginning March 1, 1964.

Section 2. Group Life Insurance provisions of The Travelers In-

surance Company Group Policy Contract No. GA–23000 shall be amended to provide group life insurance in the amount of $6,000, for active employees, and to provide group life insurance in the amount of $2,000 for retired employees, retiring on or after March 1, 1964, for the 3-year period beginning March 1, 1964.

Section 3. The carriers will make such payments per qualifying employee per month to The Travelers Insurance Company as are necessary to cover the costs of continuing the hospital, surgical, and medical benefits as provided in Section 1 of this Article, and to cover the costs of the group life insurance as amended, without cost to active or retired employees.

Section 4. The maximum hospital association dues required to be paid by employers on behalf of each employee on railroads having hospital associations shall be increased by the amount of increase in the premium paid to The Travelers Insurance Company on behalf of each employee for his own hospital, surgical and medical benefits, as provided in Group Policy Contract GA–23000.

UNION PROPOSALS DATED MAY 31, 1963

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

THE ORDER OF RAILROAD TELEGRAPHERS

HOTEL & RESTAURANT EMPLOYES AND BARTENDERS INTERNATIONAL UNION

Article I. Stabilization of Employment.*
Article II. Wages.

Article I—Stabilization of Employment

Section I. The number of employees in each of the occupational classifications as of May 31, 1963, covered by the agreement between the carrier and the organization shall not be reduced for any reason excepting through normal attrition, and such reduction shall not exceed 2 percent per year.

Section 2. The Carrier shall give not less than 90-days' notice to the organization of any change in equipment, methods, location of work or any other change that will affect an employee and said notice shall include detailed information as to changes in assignments and positions to be affected.

*Article I was also served on the carriers by the Brotherhood of Railroad Signalmen on or about May 31, 1963.

Section 3. None of the work of the carrier now being performed, or susceptible of being performed, by employees coming within the scope of the agreement between the carrier and the organization, will be contracted out or otherwise transferred to other establishments or employers, and no existing arrangement under which such work is now being performed by other establishments or employers shall be continued, excepting upon agreement between the carrier and the duly authorized representatives of the organization.

Section 4. Any employee adversely affected by abolition of any position or by any change in technology, organization, volume or consist of traffic, or in location of work or employment, including contracting out or other transfer of work to other establishments or employers (as agreed upon pursuant to Section 3) shall be made whole for any and all adverse effects, financial or otherwise, to himself or his family.

Section 5. Any employee who, as a result of any of the types of changes referred to in Section 4, would be required to transfer to another position or location, and who may elect in lieu of such transfer to resign or retire, shall be considered to be made whole either by payment of a severance allowance in the amount provided for in Section 9 of the Agreement, May 1936, Washington, D.C., or in the event of early retirement under the Railroad Retirement Act, by payment of a supplementary retirement allowance sufficient to compensate for immediate reduction of income and subsequent reduction in retirement annuity under the Railroad Retirement Act, due to such early retirement.

Section 6. Resignation or early retirement, brought about by the circumstances set forth in Section 5 above, shall not be considered as normal attrition for the purpose of this agreement.

Article II—Wages

1. Initial Wage Increase. Increase all rates of pay for employees covered by this Agreement in the amount of 29 cents per hour, effective June 30, 1963, applied so as to give effect to this increase in pay irrespective of the method of payment.

2. Subsequent Wage Increases. Increases all rates of pay for employees covered by the Agreement in the amount of 3½ percent per year, to be effective at the midpoint of each 12 months' period beginning with the effective date of this agreement.

3. Cost of Living Adjustment. Wage rates established in accordance with paragraphs 1 and 2 of this Article shall be subject to a cost of living adjustment, effective on each November 1 and May 1. Such cost of living adjustment shall be proportionate to the change in the

Consumer Price Index for the months of September and March respectively, above the base figure of 106 (1957–59=100) excepting that it shall not operate to reduce wage rates below those established in paragraphs 1 and 2 of this Article.

SHOP UNIONS' WAGE PROPOSAL

PROPOSALS DATED MAY 31, 1963

INTERNATIONAL ASSOCIATION OF MACHINISTS
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
BROTHERHOOD RAILWAY CARMEN OF AMERICA
INTERNATIONAL BROTHERHOOD OF FIREMEN, OILERS, HELPERS, ROUNDHOUSE AND RAILWAY SHOP LABORERS

1. INITIAL WAGE INCREASE. Increase all rates of pay for employees covered by this agreement in the amount of 10 percent plus 14 cents per hour, effective June 30, 1963, applied so as to give effect to this increase in pay irrespective of the method of payment.

2. SUBSEQUENT WAGE INCREASES. Increase all rates of pay for employees covered by the agreement in the amount of 3½ percent per year, to be effective at the midpoint of each 12-months' period beginning with the effective date of this agreement.

3. COST OF LIVING ADJUSTMENT. Wage rates established in accordance with paragraphs 1 and 2 above shall be subject to a cost of living adjustment, effective on each November 1 and May 1. Such cost of living adjustment shall be proportionate to the change in the Consumer Price Index for the months of September and March respectively, above the base figure of 106 (1957–59=100), excepting that it shall not operate to reduce wage rates below those established in paragraphs 1 and 2 above.

PROPOSALS OF THE CARRIERS SERVED ON THEIR NONOPERATING EMPLOYEES ON OR ABOUT JUNE 17, 1963

Article I. Wages and Fringe Benefits
  1. Wage Adjustments
  2. Vacations
  3. Holidays
  4. Wage Equivalents
Article II. Technological, Organizational and Other Changes
Article III. Employee Protection
Article IV. Disposition and Savings Clause
Article V. Tri-Partite Commission

Article I—Wages and Fringe Benefits

1. All rates of pay of nonoperating employees which are below the composite average straight time hourly rate for the 73 classes of nonoperating employees shall be reduced by 10 cents per hour, and all rates of pay which are above the composite average straight time hourly rate for the 73 classes of nonoperating employees shall be increased on a proportionate percentage basis, so that the composite average straight time hourly rate for the 73 classes of nonoperating employees after the adjustments will be identical to such average before the adjustments. These adjustments shall be made on an individual railroad basis, the averages to be computed railroad by railroad by dividing the straight time compensation by the straight time hours paid for as reported by each railroad to the Interstate Commerce Commission on Wage Statistics Form A, Monthly Report of Employees, Service, and Compensation, for the three months' period immediately prior to the date of the adjustments.

2. Paragraphs (a), (b), and (c) of Article I of the Vacation Agreement of December 17, 1941, as amended by the Agreement of August 19, 1960, shall be amended to read as follows:

(a) Effective with the calendar year 1964, an annual vacation of 5 consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year.

(b) Effective with the calendar year 1964, an annual vacation of 10 consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has 5 or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of 5 of such years not necessarily consecutive.

(c) Effective with the calendar year 1964, an annual vacation of 15 consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has 15 or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of 15 of such years not necessarily consecutive.

3. Sections 1 and 3 of Article III—Holidays—of the Agreement of August 19, 1960, shall be amended to read as follows, effective August 1, 1963:

Section 1. Effective August 1, 1963, each regularly assigned hourly and daily rated employee shall receive 8 hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas
Fourth of July	

NOTE.—This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above-enumerated holidays.

Section 3. An employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

4. The proposals in paragraphs 1, 2, and 3 of this Article shall be in full and final disposition of the wage, vacation, holiday, health and welfare and life insurance proposals served by the Cooperating Railway Labor Organizations on or about May 31, 1963; the "Wage Proposal" of the six Federated Shop Craft Organizations making up the Railway Employees' Department, served on or about May 31, 1963; and the proposal for a 25-percent wage increase of the Brotherhood of Railroad Signalmen served on or about February 1, 1963, and all other proposals served on individual carriers by any of the aforesaid organizations covering the above subject matter. In accordance with established precedent both by agreement and otherwise, health and welfare and life insurance benefits are wage equivalents. Accordingly, if such benefits are changed, or if premium costs are increased for any reason or reasons such increased costs shall be financed by offsetting reductions in the rates of pay of nonoperating employees.

Article II—Technological, Organizational and Other Changes

1. All agreements, rules, regulations, interpretations or practices, however established, which interfere with or prohibit a carrier from exercising the following rights are hereby eliminated:

(a) The right to transfer work either permanently or temporarily from one facility, location, territory, department, seniority district or seniority roster to another.

(b) The right to abandon partially or entirely any operation or to consolidate any facility or service heretofore operated separately.

(c) The right to contract out work.

(d) The right to lease or purchase structures, facilities, equipment or component parts thereof, and to arrange for the installation, operation, maintenance or repair thereof by employees other than those of the carrier.

(e) The right to trade in, repurchase or exchange units or components.

(f) The right to make effective any changes in work assignments or operations.

(g) The right to cross craft lines.

(h) The right to consolidate seniority districts and seniority rosters and to establish new seniority districts and seniority rosters.

(i) The right to effect technological changes, including the installation of laborsaving equipment or machinery.

Provided, that this proposal does not affect the application of the Washington Job Protection Agreement to any transaction subject to its terms.

2. If the exercise of any of the rights described in Paragraph 1 hereof will result in the transfer of work across craft or seniority district or seniority roster lines, or the merger, consolidation, elimination or establishment of seniority districts, or seniority rosters, the carrier shall give reasonable notice to the organization or organizations representing employees affected of its proposed changes and the manner in which employees shall be selected and assigned. The parties shall engage in joint negotiations regarding the selection and assignment of employees, and if agreement has not been reached within 30 days, any party may submit the question to final and binding determination by an Arbitration Board established under Paragraph 3 hereof. This Arbitration Board shall consider and decide only the question of the selection and assignment of employees. It shall not undertake to examine whether the change proposed by the carrier is

to be carried out, nor what protection shall be afforded to affected employees.

3. If any party requests arbitration as provided in Paragraph 2 above, each party shall within 10 days appoint its member of the Arbitration Board. The Arbitration Board shall consist of a representative of each organization involved, and equal number of carrier representatives and a neutral member selected by the participating members. Should the party members fail to agree upon the selection of a neutral within 10 days from the date of the appointment of the party members, the parties, or any party, to the dispute may certify that fact to the National Mediation Board, which Board shall, within 10 days from receipt of such certificate, name a neutral. If the parties to the dispute fail to agree upon the fee to be paid to the neutral, the National Mediation Board shall stipulate the amount of such fee. The arbitration board shall begin hearings within 10 days of the appointment of the neutral. Findings shall be rendered in writing by the Arbitration Board within 30 days from the date of the beginning of the hearings on the particular dispute, such findings to be final and binding upon all the parties to the dispute, whether or not such parties appear before the arbitration board. The jurisdiction of the Board shall be limited as stated in Paragraph 2 above. Decisions shall be by a majority of the Board; except that the decision of the Chairman shall be the decision of the Board if there is no majority. The arbitration award thus rendered may be effective 30 days after the date of such award or at a later date if the carrier, for operational or other reasons, so decides.

Article III—Employee Protection

1. Employees adversely affected as the immediate and proximate consequences of the exercise by a carrier of the rights set forth in Article II shall be entitled to supplemental unemployment benefits and other named benefits as hereinafter set out. The loss of employment for any cause other than those set out in Article II is not covered by this proposal.

2. Benefits to an eligible employee shall consist of:

(a) Supplemental unemployment benefits payable with respect to each day of unemployment for which benefits are payable under the Railroad Unemployment Insurance Act sufficient to increase his total benefit to an amount equal to 60 per centum of the daily rate of his last employment with the carrier in his base year; provided that such supplemental benefits shall in no event be paid for more than—

130 days for an employee with less than 10 years' service

195 days for an employee with 10 and less than 15 years' service

260 days for an employee with 15 years of service and over.

Supplemental unemployment benefits hereunder shall be considered as paid pursuant to a nongovernmental plan for unemployment insurance, and shall not be considered compensation or remuneration under the Railroad Retirement Act, the Railroad Retirement Taxing Acts or the Railroad Unemployment Insurance Act. Supplemental unemployment benefits shall be reduced by any benefits paid under Federal or State Unemployment Insurance laws, retraining laws, and by any earnings in other employment.

(b) An employee eligible to receive supplemental unemployment benefits under Paragraph 2(a) hereof may at his option resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum an amount equal to one week's pay, at the rate of the position last occupied, for each year of his service with the employing railroad. Such option may be exercised at the time the employee becomes eligible to receive supplemental unemployment benefits, or within 10 days thereafter.

(c) At the option of the carrier, employees eligible to receive supplemental unemployment benefits, may, if fitness and ability are sufficient, and in order of seniority, be offered on-the-job training. During such training they will be paid 80 percent of the rate of their last regular position. The length of training will be determined by the carrier.

3. An employee required to change the point of his employment as a result of the exercise by a carrier of the rights set forth in Article II, and therefore required to move his place of residence, shall be reimbursed for the expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer (not to exceed 2 working days) used in securing a place of residence in his new location.

4. An employee otherwise eligible will not be entitled to supplemental unemployment benefits for any period during which:

(a) He is disqualified for unemployment benefits under the Railroad Unemployment Insurance Act.

(b) He is unemployed because of resignation, discharge, or suspension.

(c) He is unemployed because of any strike, slowdown, work stoppage or picketing by railroad employees, employees of other industries or any other persons.

(d) He is unemployed because of conditions beyond the control of the carrier, such as floods, hurricanes, storms, sabotage, riots, acts of war, and similar emergencies.

(e) He is in receipt of, or on application could receive, a full age annuity under the Railroad Retirement or Social Security Act.

(f) He is in receipt of, or on application could receive, benefits under the Washington Job Protection Agreement, under orders of the Interstate Commerce Commission or under any other agreement or order providing similar benefits.

(g) He has failed to register for work with the Railroad Retirement Board or has failed to make himself available for work offered by the Board.

(h) He has failed to accept work offered by the employing carrier for which he is qualified or has failed to accept on-the-job training offered by the carrier.

Article IV—Disposition and Savings Clause

The proposals in Articles II and III hereof shall be in full and final disposition of the proposals submitted by the six Federated Shop Crafts on or about October 15, 1962, and the "Stabilization of Employment" proposals served by other nonoperating employees on or about May 31, 1963. This disposition shall supersede any existing agreement covering the same or similar subject matter, including but not limited to employee protection or stabilization, and technological or organizational changes, except that any carrier having such an agreement may at its election retain its present agreement. Where, in relation to any provision of Article II, no agreement, rule, regulation, interpretation or practice exists which imposes the limitations or restrictions which would be eliminated by the provisions of such Article II, the fact that the subject matter is included in such Article II is not to be construed as an admission that such limitation or restriction exists on this Carrier. The Carriers' proposals served on the Federated Shop Crafts during November 1962 for handling concurrently with their proposals of October 15, 1962, shall be considered a part of this proposal.

Article V—Tri-Partite Commission

In the event that the issues raised by the employee and carrier proposals set out and referred to in this Attachment A are not settled by agreement, a Commission shall be established to investigate and study the issues in dispute and to make findings and recommendations for final disposition thereof. The Commission shall consist of representatives of the public, the carriers and the employees and shall provide a full and fair hearing to the parties. The recommendations of the Commission shall be final and binding upon the parties.

APPENDIX B

PARTIES TO THE DISPUTE

In all three disputes the railroads involved are those carriers represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees.

The organizations involved in each of the three disputes are as follows:

Emergency Board No. 161

International Association of Machinists
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
Sheet Metal Workers' International Association
International Brotherhood of Electrical Workers
Brotherhood Railway Carmen of America
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers, affiliated with and comprising the Railway Employes' Department of the American Federation of Labor and Congress of Industrial Organizations

Emergency Board No. 162

International Association of Machinists
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
Sheet Metal Workers' International Association
International Brotherhood of Electrical Workers
Brotherhood Railway Carmen of America
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes
Brotherhood of Maintenance of Way Employes
The Order of Railroad Telegraphers
Brotherhood of Railroad Signalmen
Hotel and Restaurant Employes and Bartenders International Union

Emergency Board No. 163

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes
Brotherhood of Maintenance of Way Employes
The Order of Railroad Telegraphers
Hotel and Restaurant Employes and Bartenders International Union
*Brotherhood of Railroad Signalmen

*The Brotherhood of Railroad Signalmen was not involved in the dispute with respect to wages.

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