Report

TO

THE PRESIDENT

BY

EMERGENCY BOARD

NO. 172

APPOINTED BY EXECUTIVE ORDER 11433 DATED NOVEMBER 6, 1968, PURSUANT TO SECTION 10 OF THE RAILWAY LABOR ACT, AS AMENDED

To Investigate Disputes Between the Illinois Central Railroad Company, Louisville & Nashville Railroad Company, and the Belt Railway Company of Chicago, and Certain of Their Employees Represented by the Brotherhood of Railroad Trainmen.

(National Mediation Board Cases A–7521, A–7521 Sub–1, A–7538, A–7538 Sub–1, A–7566, A7566 Sub–1, A–7567, and A–7567 Sub–1.)

WASHINGTON, D.C.

DECEMBER 13, 1968

LETTER OF TRANSMITTAL

WASHINGTON, D.C., *December 13, 1968.*

THE PRESIDENT,

The White House.

MR. PRESIDENT: The Emergency Board created by you on November 6, 1968, by Executive Order 11433, in accordance with Section 10 of the Railway Labor Act, has the honor to submit herewith its report and recommendations.

This Board was appointed to investigate disputes between the Illinois Central Railroad Company, Louisville & Nashville Railroad Company, the Belt Railway Company of Chicago and certain of their employees represented by the Brotherhood of Railroad Trainmen. In fulfillment of its obligation the Board has held hearings and considered the evidence and arguments presented by the parties.

Respectfully submitted.

Msgr. GEORGE G. HIGGINS, *Chairman.*
BYRON R. ABERNETHY, *Member.*
A. LANGLEY COFFEY, *Member.*

I. INTRODUCTION

Presidential Emergency Board 172, established by Executive Order 11433, November 6, 1968, met first on November 13, in Washington, D.C., organized, adopted rules of procedure, and recessed to November 18, Washington, D.C., at which time and place the Board reconvened, heard the evidence, oral argument, received written summations, and closed the hearing on December 2, 1968.

The transcript of the proceedings, consisting of nine volumes, 1425 pages, and 65 exhibits identified in and filed with the transcript, and the written summations from each of the parties have been carefully reviewed, studied and considered by this Board, and are made a part hereof by reference, but, for the purposes of this Report, need not be summarized in detail.[1]

At the conclusion of the hearings, this Board volunteered its services in a final attempt to adjust and settle the dispute in mediation. The tender was accepted, but the effort was nonproductive, the parties preferring to "stand on the record" and have the Board make its Report.

Three carriers, out of a total of 70 Class I line-haul railroads and 25 Class I switching and terminal companies in the United States, are parties to this dispute. They are the Illinois Central, the Louisville & Nashville (Class I line-haul railroads) and the Belt Railway of Chicago (Class I switching and terminal railroad company).[2] Certain of their employees in train service, road and yard, represented by the Brotherhood of Railroad Trainmen, comprise the employee parties to the dispute.

II. BACKGROUND OF THE DISPUTE

The specific dispute or disputes before this Board originated in notices, pursuant to Section 6 of the Railway Labor Act, as amended, served on each of the Carriers by the Organizations, July 5, 6, and 13, 1965, and similar notices served on the Brotherhood of Railroad

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[1] The transcript contains a number of charges and counter charges reflecting upon the good faith bargaining of the parties. We have taken due notice of these allegations in our careful study of the complete record, but we do not feel that it would serve the best interests of the parties to review them in this report.

[2] The Belt is owned by 12 line-haul carriers. Eight of the 12 have settled the crew consist dispute on their roads and in their yards.

Trainmen by each of the Carriers on December 23, 1965, proposing to revise and supplement existing rules relating to crew consists.

In brief, the Brotherhood's notices requested rules requiring the use of not less than one conductor (foreman) and two brakemen (helpers) on all crews, with additional brakemen (helpers) on certain specified crews.[3]

The carriers' notices, identical in content and all served on the same day, proposed the elimination of all such rules, agreements or regulations, and the establishment in lieu thereof a rule which would give Management the unrestricted right, under any and all circumstances, to determine the size of the crew to be used in any and all classes and kinds of service. The Carriers further proposed the handling of this matter on a joint national basis in the event that the parties were unable to reach an agreement in their bargaining conferences on the properties.

These proposals are practically identical with those served in 1959 and 1960, which were before the Presidential Railroad Commission. The issue is precisely the same. Neither party to the dispute professes to want crews undermanned or overmanned, but therein, of course lies the core of the dispute.

The dimension of the problem before this Board cannot be measured in terms of the number of railroads and employees involved. The dispute can only be properly judged in the context of its history.[4]

This same dispute has been in one or more stages of handling for more than 9 years without any lasting results. Three Presidents, the Congress, the Courts, a Presidential Railroad Commission, various Boards, and other Tribunals have been drawn into the controversy. All have made lasting contributions. However, at the end of their productive and painstaking labors, all of our predecessors were agreed that the matter can best be resolved with finality through the conscientious collective bargaining efforts of the directly interested parties.

The Presidential Railroad Commission found that a negotiated rule, as opposed to managerial discretion, was desirable; but, that the negotiated rule should allow for either party to propose changes in crew consists after conducting a survey to support its proposed changes; and, upon the parties' failure to agree, that the dispute should be submitted to a tribunal which, in turn, would decide the dispute on the basis of:

(1) The adequacy or necessity of the proposed crew consists in terms of the safety of the operations; and,

[3] Except for one or two car trains in suburban passenger train service on the Illinois Central where the Organization's proposal was for a crew consisting of a conductor and one trainman.

[4] Appendix A, Chronology of Train Crew Consist Dispute.

(2) Whether the proposed crew consist would impose an unreasonably burdensome or onerous workload on the members of the crew or would be necessary to avoid such workload.

The Commission further recognized that the consist of train crews in road and yard service would have to be updated (not more than once a year) to keep pace with the changing times.

The operating crafts, in train service, rejected then, as now, the idea of surrendering their statutory powers to negotiate and make agreements, and the vesting of that power and final authority in some tribunal, permanent or temporary. The President and the Congress reluctantly forced such a temporary measure upon them in 1963,[5] but only in the face of compelling evidence that the peace and tranquillity of the Nation were threatened because the carriers and the duly constituted representatives of their employees, bargaining nationally, could not settle the crew consist issue, among others in controversy, without a test of their economic strength.

The solution, insofar as the present dispute is concerned, was the establishment of Arbitration Board No. 282 with jurisdiction over the broad crew consist dispute in road and yard service.

On November 26, 1963, Arbitration Board No. 282 submitted its Award to the President and the parties. The Award became effective on January 25, 1964, 60 days after it had been filed in the District Court, District of Columbia.

The Presidential Railroad Commission's report and recommendations had emphasized the "safety" and "workload" concepts for measuring crew size. The Award of Arbitration Board No. 282 supplemented and enlarged upon those concepts by the enumeration of "guidelines," all but one of them already agreed upon by the parties, to assist them in resolving questions of proper crew size on different properties—the issue which is in dispute here.

Arbitration Board 282 also concluded that the crew size in yard and road service (other than engine service) which was needed to assure "safety" and prevent "undue burden" should be determined primarily in conformity with local conditions and demands of the service on each property. The Board then remanded the dispute to the indiviudal properties for resolution by collective bargaining if possible.

In any case, where the parties could not agree, the dispute was to be arbitrated by a special tribunal using the "guidelines" as the test for deciding "safety" and "workload" on a crew-by-crew basis. The Award also established procedures for creating Special Boards of Adjust-

[5] Public Law 88–108, August 28, 1963.

ment, on individual properties, to settle unresolved crew consist disputes.

The "guidelines" for assisting the parties in negotiation and for encouraging local bargaining are among the valid and lasting contributions made by Arbitration Board No. 282. The Award expired by its own terms and as provided by Public Law 88–108 on January 25, 1966.

The Award of Arbitration Board No. 282 and awards of the Special Boards of Adjustment resulted in an uneasy peace. Employee representatives were impatient to be free of restraint. Attempts to resume negotiations led to litigation which prolonged the division of forces and widened the breach. Notable progress had been made in collective bargaining, however, during that period. A significant breakthrough was the agreements between the Brotherhood and certain major railroads in the Eastern territory—the Luna-Saunders Agreement, January 28, 1965, and the Luna-Tuohy Agreement, March 22, 1965—which established a basic crew size of one conductor and two brakemen on the railroads which were parties to those agreements.

Collective bargaining, rather than litigation, became the order of the day on those Eastern railroads, and for them the crew consist issue was successfully put to rest, at least until 1970, on a basis mutually acceptable to the parties there involved.

Since the right to strike was restored in January 1966, there have been additional final settlements of the crew consist dispute. At the time of the hearings before this Board, a total of 85 of the Nation's major railroads and switching and terminal companies or divisions thereof had adjusted and settled their own disputes without outside intervention.[6]

As of this date, the railroads of this Country employ a total of some 662,000 employees in all classes of service. Railroads employing 490,000, or roughly three-fourths of those employees, have resolved by collective bargaining on their properties the issue in dispute here. The three Carriers, parties to this dispute, have approximately 37,500 employees in all classes of service, or roughly 6 percent of those employed by all railroads. Those railroads which have resolved this issue by collective bargaining employ approximately 80 percent of the membership of the Brotherhood of Railroad Trainmen. The three Carriers involved here employ approximately 6 percent of the membership of the Brotherhood. Of the slightly more than 300,000 miles of running and switching tracks owned by all of the Class I and II line-haul, terminal and switching railroads in the Country, roughly 200,000 miles

[6] Appendix B, List of Carriers Who Have Settled Crew Consist Disputes.

are owned by carriers who have reached agreements on this issue. Approximately 19,000 miles, or 6 percent of the total of such mileage is owned by the Carriers who are parties to this dispute.

The roads of these three Carriers operate through or are in the territory of, and in competition with, some of those line-haul and switching and terminal railroads on which settlements have been made.

III. COMMENTS

As noted above, this Board sat through nine days of hearing and argument and has before it an extensive transcript of more than 1400 pages of testimony and argument and 65 exhibits. From this record the conclusion becomes clear and inescapable that the parties have not, as the Railway Labor Act contemplates they will, bargained responsibly and creatively in a conscientious attempt to resolve these disputes for themselves.

This same problem, as previously indicated, has been in controversy since 1959 and has been the subject of consideration by numerous public agencies. Two consistent themes run through all of the public handling of this dispute. One is that all governmental intervention in this matter, including Public Law 88–108 and the Award of Arbitration Board No. 282, consisted essentially of interim expedients to enable the interested parties temporarily to hurdle the impasse in which they found themselves without subjecting the country to a disastrous nationwide railroad strike. As Arbitration Board No. 282 put it, these were interim solutions to be relied upon "pending consummation of local agreements disposing of the issue." The assumption throughout has been clear that during the two year interim period provided by Public Law 88–108 and the Award of Arbitration Board No. 282, the parties would undertake "through collective bargaining to bring about a more permanent solution of the problem" now before this Emergency Board.

The other theme central to all of the earlier public handling of this issue is that historically and for good reasons there has been great variety in crew consist rules and regulations; that the consist of crews necessary to assure safe and efficient operations without undue burden on members of the crew is a matter which varies from location to location, crew to crew, and from time to time, depending upon operating conditions, operating methods, service requirements, etc.; and that to be disposed of properly, this issue must be resolved by local negotiations on the properties concerned, and by the parties familiar with the day-to-day operations involved. In brief, the public findings heretofore have been consistent that this is an issue which can be satisfactorily

resolved only by the parties immediatetly concerned, and ultimately must be resolved by them through informed and realistic local bargaining on the properties. The evidence adduced during the hearings before this Emergency Board bears witness to the validity of those findings.

As previously indicated, since Arbitration Board No. 282 issued its Award on November 26, 1963, the Brotherhood of Railroad Trainmen and carriers representing the great bulk of this industry have bargained solutions acceptable to the parties involved. The Brotherhood of Railroad Trainmen and the three Carriers involved in this dispute have not done so. We see no reason why this segment of the industry should have a continuation of the interim procedures which other carriers and the Brotherhood of Railroad Trainmen have not found it necessary to perpetuate; or why the parties to these disputes should not now, as contemplated by the Award of Arbitration Board No. 282, consummate agreements disposing of the issue on these properties.

Ultimately, unless a policy of indefinite compulsory arbitration of major disputes is to be adopted for the railroads of this country, this issue must be resolved by the interested parties bargaining to a conclusion. After 10 years of interim expedients pointing toward this solution, it is clear to this Board that the time has arrived for these parties to do just that.

In the context within which these disputes must now be considered, we fail to see how this Board can make any other recommendation without having a seriously disruptive influence on the stablized relationships already jointly achieved in the industry by other carriers and this Organization.

The bargained solution may not be, in fact probably will not be, a perfect solution from the point of view of either party. As the Presidential Railroad Commission observed in 1962, "Inescapably we find ourselves in an area where the best must yield to the better." Of course there is a public interest in the terms of a collectively bargained agreement. But under the particular facts and circumstances of this case, the primary public interest here would appear to be not so much in the terms of the agreement, as such, as in the final resolution of this prolonged dispute through free collective bargaining. As the Supreme Court has observed, under the Railway Labor Act, the terms and working conditions finally agreed upon "may be as bad as the employees will tolerate or may be as good as they can bargain for." The basic issue before this Board, therefore, finally comes down to the question, not of what are the "right" terms or rules which the parties should agree to according to some standard fixed by others, but rather

why should not the Brotherhood of Railroad Trainmen and these three Carriers, through free collective bargaining, consummate mutually acceptable agreements just as has been done in the greater part of this industry—not necessarily on the same or comparable terms, but by the same responsible and good-faith bargaining.

On the record before us, we find no reason why they should not be able to do so or why they should not do so. Moreover, our contact with these parties leads us to believe that they have the maturity, the sense of responsibility and the creative imagination to enable them now to resolve these disputes constructively and without further disruption of service to the public.

IV. RECOMMENDATIONS AND SUGGESTIONS

The Board recommends that the parties concerned immediately resume negotiations on their respective properties in a conscientious attempt to resolve the matters at issue without further delay.

It is our sincere hope that the true collective bargaining which we trust will now take place will be assisted by the following suggestions.

1. We suggest that the issue raised by the Section 6 notices filed by the parties, and the issue toward which bargaining attention should now be directed in good faith, is the *consist of crews*, not the subsequently introduced counterproposal of appropriate additional compensation for members of such one-and-one crews as may remain after the basic issue of crew consist is resolved. It is the judgment of this Board that negotiations on the crew consist issue now present by virtue of the Section 6 notices already filed will be better served by the laying aside of this money issue.

2. We think the parties must expect to negotiate a rule specifically governing the consist of crews; that the request for a rule giving management the unfettered right to determine crew consists under any and all circumstances, and in all classes of service, is unrealistic at this time. We think the findings of the Presidential Railroad Commission and of Arbitration Board No. 282, that the employees have a legitimate bargaining interest in this question, are still valid.

3. We suggest that the "guidelines" set forth in the Award of Arbitration Board No. 282 be accepted as the guidelines to be followed by the parties in their negotiations concerning the proper consist of crews on these properties, crew by crew, terminal by terminal, and district by district.

4. Serious consideration of experience under the rules established by the Award of Arbitration Board No. 282 should help the parties to engage in realistic and informed bargaining on this issue.

5. Great and proper emphasis has been placed on the questions of safety and work burden in the hearings before this Board. Considerations of safety and work burden properly enter into the determination of the crew consist required on any job. But these factors, we think, are better appraised crew by crew and job by job than by averages and general statistics. Evaluation of the safety and work burden factors on particular jobs, just as the use of other guidelines, is a matter for joint consideration by the bargainers on the properties.

6. We have been urged to recommend, as did the Presidential Railroad Commission, Presidential Emergency Board 154, and Arbitration Board No. 282, some method of achieving finality in resolving disputes over the consist of particular crews, preferably the mandatory referral of disputed cases to neutrals. It is our conclusion that, under the circumstances now prevailing, insofar as possible, this Board should decline to interject itself into the bargaining process on the properties. We are of the opinion that this matter, too, should now be left for the parties to determine through collective bargaining. If the parties choose to agree upon some form of a referral of disputed jobs to neutrals, they should do so. If they prefer a different solution, they should be free to seek it.

We are impressed here again with the fact that the mandatory referral to neutrals recommended by these earlier public agencies was directly related to their recommendations for interim expedients in lieu of the normal processes of bargaining to a conclusion. As we have suggested above, we think the time has arrived for these parties to do what most of the rest of this industry has already done, namely, to consummate their own long range settlements of this issue by free collective bargaining, without further governmental prescription of interim expedients.

7. We suggest that the parties recognize that the proper consist of crews is necessarily a continuing problem, requiring the continuing attention, joint study and negotiation of both parties, and that arrangements be made for continuing, periodic reevaluation and adjustment as changing circumstances dictate.

8. Finally, as Presidential Emergency Board 154 observed in 1963, regretfully we must also observe with regard to the parties to this dispute, "There has been an unfortunate tendency . . . to postpone

real collective bargaining until the final hour. That hour is about to strike." We again press the parties, as we did during our mediation efforts, to recognize the urgency of the situation with which they are confronted. Questions which can be settled at the final hour can be resolved and should be resolved in the interest of the Nation and in the self-interest of these parties before the final hour strikes.

Respectfully submitted.

Msgr. GEORGE G. HIGGINS, *Chairman.*
BYRON R. ABERNETHY, *Member.*
A. LANGLEY COFFEY, *Member.*

WASHINGTON, D.C., *December 13, 1968.*

APPENDIX A

CHRONOLOGY OF TRAIN CREW CONSIST DISPUTE

Nov. 2, 1959	*Carriers served notices* under Section 6 of the Railway Labor Act (RLA) raising the crew consist and other issues. The railroads proposed elimination of rules requiring the use of a stipulated number of trainmen in road service and of brakemen, or helpers, in yard service.
Sept. 7, 1960	*Brotherhoods served Section 6 notices*, later supplemented on April 6, 1961, on wages, fringes and other rules. The brotherhoods proposed that crews in road service consist of not less than one conductor and two trainmen and that crews in yard service consist of not less than one conductor, or foremen, and two brakemen, or helpers (one-and-two crew consist).
Nov. 1, 1960	*Presidential Railroad Commission* created after the parties agreed to submit the crew consist and other issues for study. The Commission was composed of five public, five carrier, and five union members.
Feb. 28, 1962	*The Presidential Railroad Commission* submitted its findings including recommended guidelines for local negotiations and, if necessary, arbitration of crew consist issues. The carriers accepted the recommendations of the Commission, and the unions rejected them.
May 21, 1962	*Organizations made applications for services of the National Mediation Board (NMB).*
July 16, 1962	*NMB terminated its services* after the organizations refused to submit the dispute to arbitration. On the following day the carriers served notice that they would place in effect changes in rules, and other proposals.
July 26, 1962 to Mar. 4, 1963	*The organizations brought suit seeking a judgment that promulgation by the carriers of their proposed rule changes would violate the RLA.* The District Court dismissed the complaint. The decision was affirmed by the Court of Appeals and the Supreme Court. (Brotherhood of Locomotive Engineers, et al. v. Baltimore and Ohio Railroad Co., et al.)
Apr. 3, 1963	*Emergency Board No. 154 appointed* pursuant to Section 10 of the RLA.
May 13, 1963	*Report of Emergency Board No. 154 issued* recommending negotiation of national guidelines for use in local handling of crew consist issues. The Board recommended submission of unresolved disputes to a special referee procedure. The carriers accepted the report and the organizations indicated they were willing to use the report as a basis for further negotiations.

June 15, 1963 — *The President asked the parties to extend the status quo period* to July 10 and to continue bargaining with mediatory assistance.

July 9, 1963 — *The President proposed arbitration* of the issues by Associate Justice of the Supreme Court, Arthur J. Goldberg. The brotherhoods rejected the proposal.

July 10, 1963 — *The President appointed a special Subcommittee* of his Advisory Committee on Labor Management Policy to review and report on the facts and issues in the case. The parties agreed to maintain the status quo until July 29.

July 19, 1963 — *Subcommittee submitted its findings to the President.*

July 22, 1963 — *The President proposed a Joint Resolution to Congress* providing for a two-year status quo period during which the Interstate Commerce Commission would be given authority to resolve the dispute. In Congressional hearings, the ICC indicated it did not have the expertise to handle the case.

Aug. 2, 1963 — *The Secretary of Labor proposed to the parties a basis for negotiating* the crew consist and firemen issues.

Aug. 28, 1963 — *Congress enacted Public Law 88–108* creating Arbitration Board No. 282 to render a binding decision on the crew consist and firemen issues. The legislation also provided that secondary issues were to be resolved through collective bargaining.

Nov. 26, 1963 — *Arbitration Board No. 282 submitted its Award* to the President and the parties. The Award set forth a series of guidelines for use in local negotiations of the consist of crews, and established procedures for resolving impasses during the life of the Award. The Award became effective on January 25, 1964, 60 days after it was filed in the District Court of the District of Columbia and the Board's Award remained in effect for two years, expiring January 25, 1966.

Dec. 6, 1963 to Apr. 27, 1964 — *The brotherhoods challenged P.L. 88–108 and the Award of Arbitration Board No. 282 in the courts* by contending that the law was unconstitutional and that the Award failed to conform to the statute. The Supreme Court denied certiorari and thereby upheld decisions of lower courts approving the law and confirming the Award of the Arbitration Board. (Brotherhood of Locomotive Firemen and Enginemen v. the Chicago, Burlington & Quincy Railroad.)

Jan. 29, 1965 — *The Luna-Saunders Agreement* was signed by the Brotherhood of Railroad Trainmen (BRT) and the New York Central, Pennsylvania, and Erie-Lackawanna Railroads. The settlement, with certain exceptions, established minimum road and yard crews of one-and-two. The BRT agreed to withdraw all opportion to the repeal of state full crew laws in the states covered by the agreement.

Mar. 22, 1965 — *The Luna-Tuohy Agreement* was signed by the BRT and Baltimore and Ohio Railroad. As of February 7, 1968, nearly 40 railroads employing about a third of the members of the BRT had become parties to the Luna-Saunders or Luna-Tuohy Agreements.

July 1965 — *The BRT served Section 6 notices* on about 90 carriers not covered by the Saunders and Tuohy Agreements—including the Illinois Central, Louisville & Nashville (L&N), and Belt Railway of Chicago—requesting rules providing for the use of not less than two trainmen on all crews plus additional trainmen where necessary. The carriers considered the notices premature and refused to discuss the merits of the proposals during the life of Arbitration Board No. 282's Award.

Oct. 1–15, 1965 — *The National Mediation Board docketed the BRT's request for mediation services* in connection with Section 6 notices served in July on the Illinois Central, Louisville and Nashville, and Belt Railway of Chicago.

Dec. 22–23, 1965 — *Section 6 notices served by the carriers*—including the Illinois Central, L&N, and Chicago Belt—proposing elimination of all rules requiring a stipulated number of trainmen or brakemen and the establishment of a rule reserving to management the unrestricted right to determine the size of road and yard crews. In their notices, the carriers asked the BRT general chairman on each railroad to agree to submit the dispute to national handling. In reply, the BRT took exception to national handling and announced its intention to insist upon negotiating crew consist disputes to conclusion on local properties.

Dec. 30, 1965 — *NMB commenced handling crew consist disputes on the L&N.* Mediation sessions with the parties were held at intermittent periods to June 28, 1968.

Jan. 24, 1966 — *The District Court for the District of Columbia temporarily restrained the brotherhoods from striking upon expiration of Board No. 282's Award.* A week later the Court extended the order to March 16. Earlier in January the Brotherhood had served notices on certain roads not party to the Saunders or Tuohy Agreements demanding restoration, effective January 26, 1966, of crew consist rules in effect prior to the Award of Board No. 282.

Jan. 25, 1966 — *Expiration of Arbitration Board No. 282 Award.* During the life of Board's No. 282's Award, 96 crew consist decisions by neutral arbitrators were issued, and 95 crew consist agreements, obviating the need for arbitration, were executed. These awards and agreements authorized the elimination of more than 8,000 trainmen and yardmen positions. Neutral arbitrators granted about 87 percent of the carriers' requests for crew reductions, and the BRT agreed to about 70 percent of the reductions sought by the roads.

Mar. 15, 1966 — *NMB notified the parties that it was rescheduling mediation.* This action was taken after a hearing before the NMB, following which the Board denied the carriers' contention that the union's July 1965 notices were premature.

Apr. 6, 1966 — *The District Court for the District of Columbia issued its judgment concerning the effect of the expiration of the Award of Board No. 282.* The Court affirmed that the Award expired, and all procedures under it for changing crew consists ended, on January 25, 1966. However, consist rules established pursuant to the Award of Board 282 created a "new status" which continued in effect until changed by agreement or until procedures provided by the RLA were exhausted. The Court ruled that Section 6 notices served by the parties prior to the expiration of the Board's Award did not become effective until January 26, 1966, and that the brotherhoods could not resort to self held after expiration of the Award until entitled under provisions of the RLA. (The Akron & Barberton Belt Railroad Company, et al v. Brotherhood of Railroad Trainmen, et al.)

July 1966 — *BRT and various carriers held conferences in accordance with the RLA* on crew consist disputes.

Aug. 8, 1966 — *NMB commenced mediation of crew consist dispute between the Illinois Central and BRT.* Mediatory sessions continued intermittently through August 21, 1968.

Aug. 11, 1966 — *Reading Company Agreement* established, with certain exceptions, minimum road and yard crews of one-and-two with the carrier having the right to discontinue the use of trainmen in excess of the minimum. The brotherhood agreed to desist from efforts to establish minimum crew laws in the states covered by the agreement.

Nov. 7, 1966 — *The District Court for the District of Columbia issued a temporary restraining order directing the BRT not to strike railroads on which the NMB had terminated its services.* The Court ruled that the BRT had breached a statutory obligation by refusing the carriers' request for national handling of crew consist issues. (Atlantic Coast Line Railroad Company, et al. v. Brotherhood of Railroad Trainmen.)

Jan. 16, 1967 — *The District Court directed the BRT to negotiate crew consist issues on a multi-employer basis,* and enjoined the Brotherhood from calling a strike until such negotiations had exhausted procedures of the RLA. (Atlantic Coast Line Railroad Company, et al. v. Brotherhood of Railroad Trainmen.)

May 12, 1967 — *The Court of Appeals, District of Columbia, approved the District Court decision of April 6, 1966, that the work rules created pursuant to the Award of Board No. 282 remained in effect after the Award expired* until changed in accordance with the RLA. However, the Appeals Court reversed the lower court's ruling that the carriers had no statutory duty to bargain prior to the expiration of the Award. (Brotherhood of Railroad Trainmen v. Akron & Barberton Railroad Company, et al., heard on cross appeals.)

Sept. 6, 1967 — *The Court of Appeals, District of Columbia, reversed the lower court's ruling of January 16, 1967.* The Appeals Court ruled that national handling of the crew consist issues was not required under the RLA. (Brotherhood of Railroad Trainmen v. Atlantic Coast Line Railroad Company, et al.)

Sept. 12, 1967	*Southern Pacific (Texas and Louisiana Lines)* reached an interim agreement with the BRT establishing minimum crews of one-and-two on road freight crews pending the outcome of the crew consist issue then before the courts.
Jan. 15, 1968	*The Supreme Court denied certiorari over the Court of Appeals decision of September 6, 1967*, concerning national handling of crew consist issues.
Jan. 18, 1968	*NMB commenced mediation between the Belt Railway Company of Chicago and the BRT.* Mediation continued through February 22, 1968
Jan. 29, 1968	*The Supreme Court denied certiorari over the Court of Appeals decision of May 12, 1967*, relating to the Akron & Barberton Belt R.R. case. The lower courts had held that the Award of Board No. 282 continued in effect until changed in accordance with the RLA.
Feb. 5, 1968	*The BRT struck the Missouri Pacific, Texas & Pacific and the Atlantic Coast Line* portion of the Seaboard Coast Line Railroad. The Atlantic Coast Line stoppage followed promulgation by the company of rules changes reducing crews. The Southern, Union Pacific, and Boston and Maine Railroads also promulgated their notices of rules changes, but no stoppages occurred on these roads.
Feb. 9, 1968	*Jackson Memorandum* drafted jointly by the BRT and the Missouri Pacific, Texas & Pacific, Seaboard Coast Line and Southern Railroads provided for immediate restoration of 50 percent of one-and-one crews to a one-and-two basis to be followed by negotiations to determine the proper consist of the remaining 50 percent of one-and-one crews.
Feb. 14, 1968	*The Chesapeake & Ohio Railroad* and the BRT reached an accord similar to the Jacksonville Agreement.
Feb. 22–July 29, 1968	*Final crew consist agreements reached* between the BRT and 34 additional carriers.
June 10–Sept. 3, 1968	*The NMB terminated its services in the disputes* between the BRT and the Illinois Central, L & N, and Belt Railway of Chicago.
July 29, 1968	*BRT struck the Belt Railway of Chicago.*
Aug. 10–Oct. 10, 1968	*Final crew consist agreements reached between the BRT and six additional carriers.* As of October 10, approximately 80 percent of the BRT membership was covered by crew consist agreements negotiated outside of the Award of Arbitration Board No. 282. The crew consist issue remained pending with 67 carriers employing approximately 14 percent of the BRT's membership.
Nov. 6, 1968	*BRT struck the L & N. President Johnson signed Executive Order creating Emergency Board No. 172.*

APPENDIX B

LIST OF CARRIERS WHO HAVE SETTLED CREW CONSIST DISPUTES

		Date
1. "Luna-Saunders" Agreement	Final settlement	1-29-65

Railroad Parties:

- The Ann Arbor Railroad Co.
- Bessemer and Lake Erie Railroad Co.
- Canadian National Railways
- Central Vermont Railway, Inc.
- The Delaware & Hudson Railroad Corp.
- Detroit, Toledo & Ironton Railroad Co.
- Erie-Lackawanna Railroad Co.
- Grand Trunk Western Railroad Co.
- The Lehigh & Hudson River Railway Co.
- Lehigh Valley Railroad Co.
- The Long Island Rail Road
- Monon Railroad Co.
- Montour Railroad Co.
- New York Central System
  - The New York Central Railroad Co.
  - Indiana Harbor Belt Railroad Co.
  - Chicago River & Indiana Railroad Co.
  - Pittsburgh & Lake Erie Railroad Co.
  - Lake Erie & Eastern Railroad Co.
  - The Cleveland Union Terminals Co.
  - Peoria & Eastern Railway
- The New York, New Haven & Hartford Railroad Co.
- New York, Susquehanna & Western Railroad Co.
- The Pennsylvania Railroad Co.
  - Baltimore & Eastern Railroad Co.
- Pennsylvania-Reading Seashore Lines
- Pittsburgh, Chartiers & Youghiogheny Railway Co.
- Youngstown & Southern Railroad Co.

			Date
2.	"Luna-Tuohy" Agreement Railroad Parties: Baltimore & Ohio Railroad Co. Baltimore & Ohio Chicago Terminal Railroad Co. Staten Island Rapid Transit Railway Co. Curtis Bay Railroad Co.	Final settlement	3-22-65
3.	Reading Company	do	8-11-66
4.	Southern Pacific Co.-Texas and Louisiana Lines.	Interim settlement	9-12-67
5.	"Jacksonville" Memorandum	do	2- 9-68
6.	Chesapeake & Ohio Memorandum	do	2-14-68
7.	Gulf, Mobile & Ohio Railway Co	Final settlement	2-22-68
8.	Southern Railway Co The Cincinnati, New Orleans & Texas Pacific Railway Co. Harriman and Northeastern Railroad Company. The Alabama Great Southern Railroad Company. New Orleans and Northeastern Railroad Company. The New Orleans Terminal Company Georgia Southern and Florida Railway Company. St. Johns River Terminal Company Carolina and Northwestern Railway Company.	do	2-28-68
9.	Union Pacific Railroad Co	do	3- 1-68
10.	Missouri Pacific (Gulf District)	do	3-15-68
11.	Texas & Pacific Railway Co	do	3-15-68
12.	Fort Worth Belt Railway Co	do	3-15-68
13.	Seaboard Coast Line Railroad Co	do	3-16-68
14.	Missouri Pacific (Proper)	do	3-16-68
15.	Chesapeake & Ohio (South)	do	3-22-68
16.	Chesapeake & Ohio (North)	do	3-26-68
17.	Boston and Main Corporation	do	3-28-68
18.	Terminal Railway Alabama State Docks	do	4- 3-68
19.	Norfolk & Portsmouth Belt Line	do	4-11-68
20.	Western Maryland Railway Co	do	4-19-68
21.	Chicago, Milwaukee, St. Paul and Pacific (Western Region).	do	4-19-68
22.	Chicago, Milwaukee, St. Paul and Pacific (Eastern Region).	do	4-22-68
23.	Central Railroad Company of New Jersey New York and Long Branch Railroad	do do	5- 9-68
24.	Atchison, Topeka & Santa Fe (Eastern & Western Lines).	do	5-10-68

		Date
25. Atchison, Topeka & Santa Fe (Coast Lines)	do	5-14-68
26. Terminal Railroad Association of St. Louis	do	5-16-68
27. Main Central Portland Terminal Company	do	5-17-68
28. Alton and Southern Railroad	do	5-23-68
29. Chicago, Burlington & Quincy Railroad	do	6-12-68
30. St. Louis-San Francisco Railway Co	do	6-14-68
31. Norfolk & Western Railway Co. (Proper and former Virginian).	do	6-21-68
32. St. Louis Southwestern Railway Co	do	6-26-68
33. Kentucky & Indiana Terminal	do	6-27-68
34. Central of Georgia Railway Co	do	6-27-68
35. Norfolk & Western (Former Wabash)	do	6-28-68
36. Norfolk Southern Railway	do	6-28-68
37. Missouri-Kansas-Texas	do	7- 5-68
38. Toleda, Peoria & Western Railroad	do	7-15-68
39. Alabama, Tennessee & Northern	do	7-24-68
40. Ogden Union Railway & Depot Co	do	7-29-68
41. Georgia Railroad	do	8-10-68
42. Atlanta Joint Terminals	do	8-10-68
43. Atlanta & West Point Western Railway of Alabama.	do	8-10-68
44. Lehigh & New England Railway Co	do	8-22-68
45. Colorado & Southern Railway Co	do	10- 5-86
46. St. Joseph Belt Railway Co	do	10-10-68
Union Terminal Railway		

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