

Mr. O'NEILL. Mr. Thornton and Mr. Wyckoff were in my office just last week about this matter.

Mr. ROGERS. I would like it publicly known. You may not be able to give it to us now, but if you could give it for the record, I think it would be helpful.

Mr. O'NEILL. I will certainly do that.

Mr. ROGERS. Thank you, sir.

The purpose of this letter is to explain the factual situation on the Florida East Coast Railway. The Eleven Cooperating Non-operating Railway Labor Organizations, including the six shopcraft organizations presently before your Committee in your consideration of H.J. Res. 559, went out on strike on the Florida East Coast Railway on January 23, 1963, due to failure of the parties to agree on a wage increase which had been agreed upon by over 95% of the railroads in the country. Up to this point, the strike is continuing and the issue over the wage increase has not been resolved. An emergency board made recommendations to settle this dispute. The organizations accepted the recommendation but the carrier declined. The organizations have repeatedly offered to arbitrate the issues which brought about the strike. The carrier refused and continues to refuse arbitration.

In September 1963, the carrier served Section 6 notices on all the standard railway unions seeking drastic revisions in the working conditions set forth in collective bargaining agreements. In almost every instance, the rules which the Florida East Coast Railway sought to change are standard rules on the great majority of Class I railroads in the United States.

In due course, the carrier requests were docketed for mediation. The mediation proceedings were extremely difficult because of the insistence on the part of the carrier of having either a recording device in operation during every conference or a stenographer present to record everything that was said. We need not elaborate on the difficulty of conducting meaningful mediation under these circumstances. The carrier requests on the Operating Organizations have been processed through the Act. When the carrier promulgated its new set of operating rules, the Operating Organizations also went on strike. In sum, every standard railway labor organization, both operating and non-operating, is now on strike on the Florida East Coast Railway.

It is assumed that Congressman Rogers' inquiry has reference to our Cases A-7027, A-7055 and A-7055, Sub. 1. *Case A-7027* involves a request by the carrier to cancel the union shop agreement. *Case A-7055* involves drastic rules revision whereby the agreements with the Seventeen Cooperating Railway Labor Organizations would be merged into one agreement covering all non-operating employees; craft lines would be destroyed. *Case A-7055*, Sub 1 deals with a notice served in September 1965, seeking to adjust the rates of pay set forth in the proposed agreement in Case A-7055 by 10%.

The changes sought by this carrier in these cases constitute the most far-reaching mutilation of existing agreements that has ever been before this Board. The relief sought by the carriers generally, embodied in Public Law 88-108, was extremely gentle by comparison.

On March 5, 1967, this Board did close out a similar case involving the Brotherhood of Locomotive Engineers. At the time that action was taken, the wire services carried a story that the National Mediation Board had approved the rules changes proposed by the carrier. Said wire services quoted the president of the railroad as making such a statement. The National Mediation Board does not at any time approve or authorize changes in collective bargaining agreements. Its function is limited solely to assisting the parties in reaching an agreement.

Hopefully, someday, the prolonged strike on the Florida East Coast Railway will be settled. However, it is only fair to report that at this juncture, a solution is not in sight. It had been our expectation that the identified cases could have been resolved as part of an overall package settlement of the many pending disputes on this railroad. In the present state of affairs, however, we will more than likely have to take the next step under the Act, which is to urge the parties to arbitrate the issues. If history is any guide, the carrier will refuse to arbitrate.

Sincerely yours,

FRANCIS A. O'NEILL, Jr.,
Chairman.

Mr. ROGERS. Thank you, sir.

Mr. FRIEDEL. Mr. Brotzman?