concern that if the essential element of freedom in bargaining is compromised here, it will be that much easier to compromise it again.

The issue in this case is therefore now collective bargaining itself—much more than it is any issues of dollars and cents which separate the carriers and the employee organizations. The issue, more directly, is how to achieve a settlement of this dispute without a railroad shutdown and at the same time not weaken the collective bargaining process.

H.J. Res. 559 is designed to achieve this purpose.

It has three essential characteristics, all developed to assure the fullest play, even in these circumstances, of the forces of collective bargaining.

First, it affords every conceivable opportunity, with every conceivable form of assistance, for the parties to complete their settlement by their own agreement.

It will become effective only after the Congress has twice before gone to the unprecedented length of acting formally to extend the time period for the parties to reach agreement.

H.J. Res. 559 is itself a *last clear chance* procedure—providing three more steps, and a further time period, for the parties to *use* collective bargaining.

Second, H.J. Res. 559 provides that if a determination must eventually be made here by someone other than the parties, that determination will have to be drawn *from the record of the parties' own bargaining in this case*, and that it will have to be shaped to take meaningful account of the Congress' stated purpose of preserving the collective bargaining process itself.

H.J. Res. 559 limits sharply and strictly the exercise of judgment by the Board it establishes, in case a "determination" becomes necessary. The Board's consideration must proceed from the settlement proposal made by the Special Mediation Panel, which was itself drawn directly from the Emergency Board recommendation and, like that recommendation, *from the record of the parties' own collective bargaining*—bargaining that had drawn them within what was, in practical fact, near reach of each other.

The Resolution *specifies* that such determination be an *extension of the bargaining* which has taken place here; and it weaves the determination process—if resort to it becomes necessary—so closely in with the mediation process that the two will have a clear and significant inter-relationship.

Third, H.J. Res. 559 provides that even if the Board has to make a "determination" it will be subject to the parties' own subsequent agreement. If they *do* agree, that agreement is substituted for the Board's determination—which is, at least in form, only an interim determination, pending agreement. This may or may not mean very much in practical terms (depending on the relationship of the "determination" to the position of one party or the other), but retaining the principle is important.

The settlement which is eventually arrived at in this case will, in every real sense, be made by the parties.

Hopefully, and with reasonable expectation that this will happen, there will be agreement during the 90-day period. If there isn't, the Board's determination will necessarily—and by statutory instruction—include every possible element of the parties' almost, but not quite, complete reconciliation of their differences.

There is *no* "right" answer to how to provide finality of settlement if bargaining parties can't reach agreement and the public can't pay the price of a strike or lockout.

The case for H.J. Res. 559 is only—and no more—that it comes closer to being "right"—in using the collective bargaining in this case, and not weakening it as an essential process, than any other answer would.

It serves the two-fold purpose:

"To preserve the institution of free collective bargaining in providing the maximum possible latitude to the parties to reach their own agreement with a minimum of outside interference.

"To assure to the Nation that at this critical period in our history we are not faced with the spectre of a shutdown of the entire railroad industry."

These purposes are laudable and merit favorable consideration by the Congress.

I respectfully urge, in conclusion, the consideration of this proposal on the basis of whether it makes sense—not what label or epithet is tied to it.

It involves, unquestionably, the element of final and effective determination by persons other than the parties if they are unable to complete their own agreement.

So does "compulsory arbitration."

So does "seizure."