cerned with meaningful negotiations in the future in the expectation that the Congress will not permit the railroads' employees to exercise their economic strength to bring about a fair and just agreement through collective bargaining.

The attempt to obfuscate the arbitrative nature of the Resolution has resulted in the inclusion in the proposal of a provision entirely inappropriate under the circumstances and in the failure to include even the most elementary safeguards to protect the rights of the parties to the arbitrative procedure against the arbitration tribunal exceeding its jurisdiction, and even against corruption. Even Public Law 88–108 furnished such minimal safeguards, or at least tried to do so.

Thus, in conjunction with the insistence that the Resolution prescribes mediation and not arbitration, Sections 5 and 6 of the Resolution would require that the parties engage in negotiations for 30 days following the determination of the Special Board. It is impossible to conceive of an atmosphere less conducive to the settlement of this dispute than that which will prevail during such 30-day period. What inducement or incentive would the railroads have to bargain with their employees during this period when they are aware that the maximum they will be required to offer already has been decided and, within 30 days, will have to be accepted by their employees pursuant to an Act of Congress? There is no purpose served by the requirement of 30 days further negotiation of an issue, which has become non-negotiable, except to lend to the aura that what is involved is mediation and not arbitration, which of course, is not the case at all.

The proposed Joint Resolution's most serious defect, also no doubt due to the attempt to disguise the legislation as mediation and not compulsory arbitration, is its failure to provide even elementary safeguards in connection with the arbitration of the dispute and the resulting award. Thus, Congress in enacting Public Law 88–108, facing up to the fact that it was requiring compulsory arbitration, provided safeguards by requiring that the arbitration be conducted pursuant to Sections 7 and 8 of the Railway Labor Act, and that the arbitration award be subject to Section 9 of the Railway Labor Act.

Sections 7 and 8 of the Act set forth the procedures a board of arbitration is to follow. They include the basic requirements that the parties be afforded an opportunity to present evidence in support of their claims, either in person, by counsel, or other representatives of their own choosing; that the arbitration board could be required to reconvene to pass upon any controversy over the meaning or application of the award after the award issues; and that the arbitration board file a copy of its award with a federal district court in the district wherein the controversy arose or the arbitration was entered into.

Section 9 of the Railway Labor Act provides the grounds for impeachment of an award of an arbitration board. The grounds for impeachment include the failure of the award to conform to the substantive or procedural requirements of Sections 7 and 8; its failure to conform or confine itself to the stipulation or agreement to arbitrate; or that one of the members of the arbitration board rendering the award was guilty of fraud or corruption.

The arbitration board convened under Public Law 88–108 held hearings as required by Sections 7 and 8 of the Railway Labor Act and the award was entered in the District Court for the District of Columbia as provided in Public Law 88–108. The District Court upheld the validity of the award in a suit brought to impeach the award under Section 9 of the Railway Labor Act and judgment was entered on the award. During the period of the award, numerous questions arose concerning the meaning and application of the award. Pursuant to Sections 7 and 8 of the Railway Labor Act, these questions, propounded in some instances by the railroads and in others by the employees, were submitted to the reconvened arbitration board for determination. The answers of the arbitration board likewise were filed with the District Court and each of the parties were afforded an opportunity in that forum to seek to impeach the interpretations. A number of such impeachment suits were filed.

Early in the period of the award, one of the labor organizations involved threatened to strike because of action threatened by some of the railroads allegedly in violation of the terms of the arbitration award. The District Court in which the award was filed, enjoined the strike but left open the decree for the purpose of permitting either of the parties to return to the court for supplemental relief if either believed the terms of the award were being violated. *In Re Certain Carriers, Etc.*, 229 F. Supp. 259 (D.D.C., 1964). A number of motions for supplemental relief were filed, by both sides.

There is no provision in the Joint Resolution affording any of the procedural or substantive safeguards contained in Sections 7, 8, and 9 of the Railway Labor Act. There is no provision for the Special Board to reconvene to resolve disputes