

tion of the award, in the absence of some agreement of the parties, the former rules would become operative again. But the carriers said, "No, that isn't the situation. They go on unless agreement is made to change it."

In other words, although the award had a specific expiration date of not more than 2 years from the time it was made, according to the carrier contentions it would, nevertheless, go on until agreement was reached to change it. In this respect they have prevailed in the district court and in the court of appeals.

In that respect, the court of appeals decision of a week ago Friday affirmed the district court.

There were other very important questions where again I thought on the face of the statute, the intent of Congress was perfectly plain. One of these concerned what was the duty of the parties with respect to bargaining during this period that the award was in effect.

At the time the bill was under consideration, Mr. Wolfe testified before the Senate committee saying—quoting from page 20 of the court of appeals decision:

A chief spokesman for the carriers, Mr. J. E. Wolfe, assured the Senate committee that the carriers understood that the Administration's bill "imposes a duty on the parties to attempt to settle their differences, and would protect the public interest as a result of the establishment of these interim rules for a period of two years or less, while the parties undertake, through collective bargaining, to bring about a more permanent solution of the problems."

If that sounds familiar, it is probably because it is very much like the testimony Mr. Wolfe was giving here to this committee about this bill. Nevertheless, after so testifying to Congress during its consideration of Public Law 88-108, Mr. Wolfe and his associates took the position that there was absolutely no obligation to bargain about rules to come into effect after the expiration of the award until the award had expired.

The district court again agreed with him. By injunction, it prohibited the brotherhoods from imposing on the carriers any obligation to bargain about new rules during the entire period of the award.

The CHAIRMAN. Mr. Springer.

Mr. SPRINGER. I want to be certain the committee keeps this straight. As a lawyer, I think I understand it.

Is it your feeling that this House Joint Resolution 559 does not contain any compulsory language on the carriers to negotiate if this were passed in the intervening 2-year period? Is that your thought? I think you said this other award apparently didn't have that conclusive language in it. Is it your thought that this bill does not contain that either?

Mr. SCHOENE. My thought is that this does contain such language, and the bill that became 88-108 also did. Nevertheless, in spite of this testimony—and this is what Mr. Wolfe said about that bill when it was under consideration. He said:

It imposes a duty on the parties to attempt to settle their differences and protects the public interest as a result of the establishment of these interim rules for a period of two years or less, while the parties undertake, through collective bargaining, to bring about a more permanent solution of the problems.

Nevertheless, he changed his mind after so describing the bill, and the district court agreed that there was no duty to bargain in the interim.