

railroads to convince any objective individual that the command of Congress that the "solutions reached through collective bargaining" be adopted as the basis for the Board's award was not obeyed in the award nor in the practice of the railroads following rendition of the award.

It is apparent from the public law that Congress intended, furthermore, to maintain "safe transportation service" and to protect "the interests of * * * employees affected."

Actual resolution of the dispute by the Board and the activities of the railroads indulged in under the guise of authority granted by the arbitration award have resulted in:

(1) A vast and critical reduction in safety of transportation service, as evidenced by the reports of the Interstate Commerce Commission, now the Department of Transportation.

(2) Chaos in the administration of collective bargaining agreements made under the Railway Labor Act.

(3) The discharge of many thousands of railroad employees with long years of service in the industry whose tenure of employment and working conditions Congress had been assured would be preserved under the conditions of the arbitration.

(4) The uprooting of hundreds of locomotive firemen (helpers) from their homes.

(5) Radical reduction in the pay of thousands of locomotive firemen contrary to provisions of their labor contracts, with consequent detrimental economic impact on the communities in which they live.

(6) The denial of seniority rights and job rights to veteran employees.

The record will show that Arbitration Board No. 282 was disobedient to the commands of Congress. The award rendered by it imposed a solution of the dispute completely opposed to the standards created by the public law for guidance of the Board.

It did what Congress wanted to avoid—the rendition of a decision independently of "solutions reached through collective bargaining."

I do not believe that I could overstate the adverse impact on the firemen and the public of what has been done. If the Board had obeyed the congressional command we would not, for example, be witnesses today to the destruction of 55 percent of the firemen's craft in the period of 3 years.

I could spend the rest of the day giving you examples of the unjust treatment given loyal railroad employees who were made victim to the inequities of compulsory arbitration.

I know that you will understand that my failure to do so is not based on lack of information or facts, but my wish to stay with the main issues facing you in 1967.

B. Carrier practice of arbitrary application of award forced every dispute before reconvened board, district court or both

When the 1963 law was being argued before congressional committees, the spokesman for the railroad industry told Congress that the 2-year period of compulsion would be devoted to negotiation, collective bargaining, and so forth.

Allow me to quote Mr. J. E. Wolfe. He stated that the administration's bill "imposes a duty on the parties to attempt to settle their dif-