

On May 12, 1966, Judge Alexander Holtzoff, the district judge who has handled every case involving award 282, ruled that the award expired in 2 years.

However, he then continued it in effect by ruling that a "new plateau" had been reached. In other words, he gave permanent status to the arbitration award and permitted its destructive effect on firemen's jobs to continue.

Judge Holtzoff went on to say that the brotherhood's section 6 notices, Nos. 1 and 2, were invalid because they would alter the award. Thus, as far as he was concerned, the award was untouchable.

To the carriers, his ruling was better than the original act of Congress or the award itself. Judge Holtzoff in effect told them they did not have to bargain on the fireman issue anymore.

Needless to say, we took the case to the U.S. Court of Appeals for the District of Columbia and received an opinion May 12. I know you understand that there may or may not be appeals involved.

Also, attorneys for the parties have submitted proposed judgments for the court's consideration, and we must wait for the final language of the order.

However, certain language in the opinion stands out as a clear, ringing indictment of the railroad companies that are now before you hoping that Congress will relieve them once more of their responsibility to engage in collective bargaining.

From the briefing I was given on the appellate court opinion, I understand that the court ruled our notice No. 1—concerning jobs for firemen—was both time and bargainable.

Judge Harold Leventhal wrote the opinion and he said this:

In the case before us the carriers flatly refused to engage in any statutory bargaining whatever prior to the expiration date. Except in the case of objectionable union proposals discussed below, the carriers before us must be held to have breached their statutory duty under the Railway Labor Act to confer and bargain on the merits of proposed changes in work rules.

The appeals court also said—

We detect no glimmer of an intimation that carriers were authorized to regard this as a two-year hiatus in their obligation to bargain.

Thus, 18 months after we served formal, legal notices for collective bargaining the railroads are finally told they must bargain and that their earlier refusal was a breach of their duty under the act.

But what has happened in the 18-month interim? Have the carriers been injured? Certainly not. They successfully used the courts to carry on the devastating effect of a compulsory arbitration law. They could care less, and all they have to do now is begin bargaining.

For the organization and its members it is a much different story. In the 12-month period since the end of the award, thousands more jobs have been lost; mistreatment of the employees continues unchecked through the denial of job rights and seniority; their earnings remain depressed; and they are denied any element of self-defense in this frustrating, cruel situation.

This organization and its members suffered irreparable damage because of the carriers' refusal to bargain in good faith. We may have to ask Congress to make right the injustice done us, if collective bargaining remains stalled and the courts are unwilling or unable to do so. And, we may be here for that purpose sooner than some may think.