who had worked on regularly assigned jobs on the old line. But even if the total cost of H.R. 16910 to the Government was $2.5 million, or even $5 million, it is a very minor amount when one considers the total cost of the project, $360 million, or even the cost of the construction of the new line for the benefit of the Great Northern and its shippers and passengers, $102,435,000.

One may argue that the employees are the recipients of the benefits contained in the so-called Burlington conditions which the Interstate Commerce Commission imposed upon the Great Northern when it authorized that railroad to abandon the line in question to permit the construction of the Libby Dam. The Burlington conditions were not designed to protect employees against the adverse effects of the type of situation which will confront the employees of the Great Northern as a result of the construction of Libby Dam. The provisions of the Burlington conditions, while they are intended to make employees financially whole, expire within 4 years of the effective date of the Commission's order imposing them. The order of the Commission became effective in late 1965 and the protection afforded by the Burlington conditions under that order expire in late 1969. The first train is to move over the new line in November 1970—over 1 year after the Burlington conditions have expired. In this case, therefore, the Burlington conditions are utterly worthless.

In addition, the Burlington conditions are based upon the so-called Washington agreement, which provides protection for adversely affected employees in situations involving the consolidation of railroad facilities. That agreement, like the Burlington conditions, has a time limit on the protection afforded employees. This time limit—5 years in the case of the Washington agreement—was agreed to by the carriers and the representatives of their employees because employees adversely affected by railroad consolidations are usually able to work their way back to their preconsolidation position within 5 years due to the operation of attrition. This is because in situations in which the Washington agreement applies, shops, offices, and so forth, usually are combined and the total number of positions are reduced. The employees affected are made whole for the 5-year period with the knowledge that within that period sufficient employees senior to them will leave the service thereby enabling them to acquire a position which at least is equivalent to that which they held at the time of consolidation. The situation confronting the Great Northern employees as a result of the Libby Dam project is quite different. In this situation the length of the run of the employees is cut by 15 miles in each direction. Neither the operation of attrition nor the operation of seniority will ever restore that 15 miles. The employees will be forever affected by the loss of that 15 miles. It seems to us that the employees actually affected should be made whole.

The Congress has consistently protected the interests of the railroad employees in the enactment of legislation which would adversely affect those interests. Section 5(2)(f) of the Interstate Commerce Act and section 13(c) of the Urban Mass Transportation Act are good examples of congressional concern that railroad employees be equitably treated when they are to bear the burdens resulting from congressional acts. We believe that in the case of Libby Dam, Congress should not no less justly or equitably toward the railroad employees than it has