

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

GENERAL COMMITTEE OF ADJUSTMENT GO-386,
et al.,

Plaintiffs,

v.

THE BURLINGTON NORTHERN AND SANTA FE
RAILWAY COMPANY, *et al.*,

Defendants.

Civil Action
No. 1:00-CV-00043 (EGS)

FILED

APR 13 2001

JUDGMENT

NANCY MAYER WHITTINGTON, CLE
U.S. DISTRICT COURT

This Cause having been considered by the Court on cross motions for summary judgment, before the Honorable Emmet G. Sullivan, Judge presiding, and the issues having been duly briefed by all parties and the court having rendered its decision granting plaintiffs' motion; now therefore, pursuant to the decision of the Court, and as more fully set forth in said decision,

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff General Committees are the parties with whom defendant The Burlington Northern And Santa Fe Railway Company (BNSF) must bargain over the changes that defendant BNSF has proposed by its November 1, 1999 notice under Section 6 of the Railway Labor Act, 45 U.S.C. § 156, to agreements that the plaintiff General Committees have been designated to make and maintain;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff General Committees are not acting in bad faith in violation of Section 2 First of the Railway Labor Act, 45 U.S.C. § 152 First, by declining to bargain through the National Negotiating Committee of the United Transportation Union with defendant BNSF, or its designated bargaining agent, over those proposed changes;

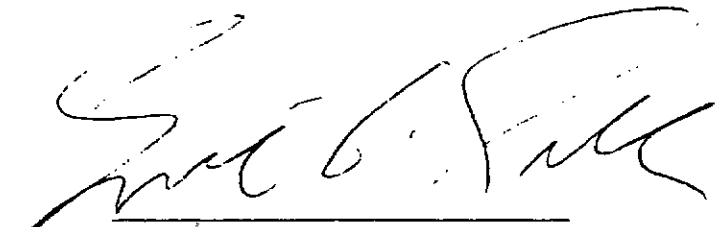
APR 23 2001

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the circumstances of this case, where, before bargaining began, the plaintiff General Committees legitimately declined to designate "national bargaining" representatives under Section 2 Third of the Railway Labor Act, 45 U.S.C. § 152 Third, and where, as declared above, the plaintiff General Committees are not acting in bad faith in seeking to bargain "locally" to reach individual agreements, the plaintiff General Committees are not violating the Railway Labor Act by declining to bargain with defendant BNSF, or its designated bargaining agent, in a multi-employer setting for a multi-employer agreement; and

IT IS FURTHER ORDERED that said plaintiffs have and recover costs from defendant BNSF.

DATE:

4/13/01



United States District Judge