



A primer on the Railway Labor Act

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RAILWAY LABOR ACT

The [Railway Labor Act](#), as it is applied today, is the culmination of over a century of experience with federal legislation governing labor relations of employers and employees engaged in the rail industry. Its primary purpose is to promote and maintain peace and order in those relations as a means of avoiding interruptions in interstate commerce. During this period, Congress developed a comprehensive policy for dealing with transportation labor problems, and the law probably represents the most advanced form of labor relations procedure in this country. While not exactly utopian, the Railway Labor Act imposes positive duties on both carriers and employees alike, defines the rights of the parties and makes provisions for the protection of such rights. The Act also prescribes methods of settling various types of disputes, and sets up agencies for adjusting differences.

In order to understand the Railway Labor Act, it is important to briefly review the legislation that preceded its enactment.

Arbitration Act

The first federal legislation dealing with railway labor relations was enacted by Congress in 1888. The law provided: (1) for voluntary ad hoc arbitration when both parties to the dispute agreed; and, (2) the president could establish boards of inquiry to investigate labor disputes that threatened to interrupt interstate commerce. The boards of inquiry were to make a public report of the findings and to make recommendations. During the ten years of the law's existence, the arbitration provisions were never used, and the investigation provisions were used only once, and then without effect on a strike which was already in progress.

Erdman Act

The Erdman Act of 1898 was the first law to place reliance upon the policy of mediation and conciliation by the government for the prevention of railroad labor disputes, with a temporary board for each case. The investigation features of the Arbitration Act were repealed, but voluntary arbitration was retained as a second-line resolution procedure if mediation failed. In 1899, a union requested mediation pursuant to the act, but the railroad refused to participate. The act was not used again until 1906. Between 1906 and 1913, 61 cases were settled under the act, mostly by mediation.

Newlands Act

In 1913, several changes were made in the Erdman Act which emphasized the importance of mediation. These amendments later became known as the Newlands Act of 1913. The Newlands Act established a full-time Board of Mediation and Conciliation, and definitively placed the main reliance for settlement of disputes upon mediation. The board was also required, if a dispute arose relative to the meaning or application of any agreement reached through mediation, to render an opinion when requested by either party to the dispute. When mediation failed, improved arbitration procedures were available.

Adamson Act

The Adamson Act of 1916 was an attempt to settle a dispute with respect to the basic eight-hour day by direct congressional action, when mediation failed and arbitration was refused and a nationwide rail strike was imminent. The courts have held that the basic eight-hour day may be varied by union contract or individual agreement, if there is no union on the property for the craft involved.

Government Seizure of the Railroads During World War I

During World War I, the federal government took complete control of the nation's railroads. Labor-management relations were placed under the supervision of the Federal Railroad Administration and its director general. National Boards of Adjustment were created to settle, by arbitration, all disputes which arose due to interpretation of existing agreements.

The standard labor unions supported the national boards since grievance arbitration was taken out of the hands of local, company-dominated unions. The carriers did not favor the

national boards since they had little control over unions at the national level. During this period there was relative labor-management peace and few arbitration cases.

The Transportation Act

The Transportation Act of 1920 created the United States Railroad Labor Board of nine members (three to represent, respectively, management, labor and the public) with authority to hear and decide disputes not disposed of in conferences between representatives of the carrier and the employees. Compliance with decisions of the board was not made obligatory, and therefore the board became ineffective.

The Railway Labor Act

The next and last major law enacted to deal with rail-labor relations was the 1926 Railway Labor Act. The act has been amended several times but remains the hallmark of labor relations in the rail industry and the oldest continuous federal collective bargaining legislation in the nation's history.

The Act has five major functions:

1. To prevent the interruption of rail service;
2. To allow employees to organize their own unions;
3. To provide complete independence of organizations by both management and labor;
4. To assist in prompt settlement of disputes arising in regard to rates of pay and working conditions;
5. To assist in prompt settlement of any disputes or grievances which arise as a result of conflicting interpretations or application of existing agreements.

As the various sections of the Railway Labor Act (RLA) are studied, it is obvious it has embodied provisions of the earlier acts that were proven effective through experience.

The RLA mandates certain basic principles as a foundation for sound labor relations.

§152. First.

“It shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions...”

The RLA imposes a positive duty upon all carriers and their employees subject to the act to make and maintain written agreements. The relations between the carrier and employees are not

to be governed by the arbitrary will or whim of management or the employees, but by written rules mutually agreed upon and equally binding on each.

§152. Second.

“All disputes between a carrier or carriers and its or their employees shall be considered, and, if possible, decided, with all expedition, in conferences between representatives designated and authorized so to confer...”

When disputes arise, the RLA mandates an equal responsibility on the representatives of the parties to the dispute to hold conferences for the purposes of settling the dispute.

§152. Third.

“Representatives...shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence or coerce the other in its choice of representatives.”

§152. Fourth.

“Employees shall have the right to organize and bargain collectively through representatives of their own choosing.”

§152. Fifth.

“No carrier, its officers, or agents shall require any person seeking employment to sign any contract or agreement promising to join or not to join a labor organization...”

The RLA provides that representatives shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other; and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. The parties are free to choose their representatives and to make such choices by whatever means the parties deem appropriate.

The RLA further guarantees the right of the employees to organize, and bargain collectively through their representatives.

The act forbids the carriers to require that employees join or not join any labor organization.

§152. Sixth.

“Incase of a dispute...arising out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, it

shall be the duty of the designated representative or representatives of such carrier or carriers and of such employees...to confer in respect to such dispute...”

As mentioned earlier, it is the duty of each party to exert every effort to make and maintain agreements, and to hold conferences for the purpose of settling all disputes.

§152. Seventh.

“No carrier, its officers, or agents shall change the rates of pay, rules, or working conditions of its employees, as a class, as embodied in agreements except in the manner prescribed in such agreements or in Section 156 of this title.”

It is the duty of both parties to give at least 30days’ notice of any desired change in rates of pay, rules, or working conditions embodied in agreements. When a Section 6 Notice has been given, and while conferences are being held, or while a dispute is in the hands of the National Mediation Board, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon.

Under the Railway Labor Act, there are two types of contractual disputes: (1) those that involve changes in existing agreements or implied agreements (practices) are called “major” disputes; and, (2) those that involve interpretation or application of existing agreements or implied agreements (practices) are called “minor” disputes. The Supreme Court has made it very clear that a dispute is not “major” just because the union and the employees are terribly upset about the outrageous behavior of the railroad. All that the courts look at is whether the railroad’s position as to why it gets to do what upsets the union is “arguable,” and the railroad’s argument does not have to be a good one! If the railroad has any argument at all that the agreement(s) or implied agreement(s) (practices) permit the action, the only thing the union can do is take the dispute, in the form of claims denied by the highest designated railroad labor relations officer, to arbitration. The courts will not let the union strike over a “minor” dispute.

When the railroad has no argument at all that its action is permitted by agreement or practice, the union can strike until the carrier discontinues the action, or it can go to court to get an injunction against the railroad’s action, because that would be a “major” dispute. In the past twenty years (1985-2005), only seven disputes in which the UTU has been involved (other than fully completed, but unresolved negotiations) have been ultimately found to be “major” disputes. One of them is a good example of what a “major” dispute is in this day and age. The railroad in that case ran a new type of train it was thinking about using half-way across the country with a crew of railroad officials. It did not claim the agreement permitted this. It did not claim the union had let it do so in the past to permit the practice. UTU struck the railroad until the train reached its destination, and a federal court entered an order prohibiting the railroad from using crews made up of officials.

Of course, even if a “major” dispute exists (which is not likely), no union officer may call a strike without the approval of the International president. In most cases, after a general chairperson requests strike authority, the Field Service Department assigns a vice president to investigate the dispute and report to the International president. Often the Legal Department will

be asked for a legal opinion. If a “major” dispute appears to exist, and a vote of the local chairpersons is favorable, strike authority will be granted. The strike activity remains under the control of the International president, and assigned vice president, as his or her agent.

In order to make a record that the International president, Field Service Department and Legal Department can review, the general chairperson should send the railroad a “non-acquiescence” letter. After the railroad responds to the letter, hopefully in writing, setting forth its reasons for taking the action at issue, all concerned will be better able to judge whether the dispute is “major” or “minor” under the Railway Labor Act.

Further responsibilities and obligations are placed on both parties in connection with disputes involving grievances and the interpretation or application of agreements. All such disputes which cannot be settled by the parties in direct conference are referable either to special boards of adjustment set up by agreement (known as “Public Law Boards”), or the National Railroad Adjustment Board, as provided for in Section 3 of the Railway Labor Act. Carriers that fail to comply with awards of the National Railroad Adjustment Board or arbitration boards set up in accordance with the act are made subject to civil suits for enforcement in federal district courts, where attorney’s fees are awarded by law upon enforcement. Arbitration findings are by law “conclusive,” and court review is not available except in very limited circumstances.

The Railway Labor Act as amended, then, provides definite procedures through which disputes shall be handled.

National Mediation Board

The National Mediation Board was established in June 1934 under authority of the Railway Labor Act as amended.

The National Mediation Board is an independent agency in the executive branch of the government and is composed of three members appointed by the president of the United States, by and with the advice and consent of the Senate. In addition, the Board has a staff of mediators, who spend practically all their time in field duty.

Cases subject to the jurisdiction of the National Mediation Board are of three general kinds:

1. Differences between carriers and employees regarding requests for changes in rates of pay, rules, or working conditions under Section 6 of the Railway Labor Act. (“major disputes” docketed as “A” cases).
2. Disputes among employees as to who shall be their duly designated and authorized representative (“representation disputes” docketed as “R” cases).
3. Interpretation of mediation agreements where controversy has arisen over the meaning or the application of such agreements (involving completed “A” cases).

Interest Arbitration

When the National Mediation Board finds it impossible to bring about a settlement of any “A” case by mediation, it endeavors, as required by the act, “to induce the parties to submit their controversy to arbitration.” However, neither party is compelled to agree to arbitrate concerning an “A” case.

If the parties agree to arbitrate, and the arbitrators named by the parties are unable to agree upon the neutral arbitrator or arbitrators, it becomes the duty of the National Mediation Board to name the neutral arbitrators. In agreeing to arbitrate, all parties to a dispute must enter into a signed agreement accepting whatever decision may be rendered by the Arbitration Board, which becomes the agreement of the parties.

Emergency Boards

Under the terms of Section 10 of the Railway Labor Act, if a dispute between a carrier and its employees is not adjusted through mediation or the other procedures prescribed by the act, and should, in the judgment of the National Mediation Board, threaten to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the board shall notify the president, who may thereupon, in his or her discretion, create an emergency board to investigate and report to him or her respecting such dispute. An emergency board may be composed of such number of persons as the president designates (usually three), and persons so designated shall not be pecuniary or otherwise interested in any organization of employees or any carrier. The president of the United States fixes the compensation of emergency board members. An emergency board is created separately in each instance, and is required to investigate the facts as to the dispute and report thereupon to the president within 30 days from the date of its creation. During that period, and for 30 days after issuance of the report, the parties must maintain the status quo. The carrier may not implement changes in the contract, and the union may not strike.

Under the terms of Section 9A of the Railway Labor Act, enacted in 1981, governing commuter railroad disputes, the president of the United States must appoint an emergency board in an unadjusted mediation case if demanded by either party or the governor of the state in which the service operates. The president of the United States must also appoint a second emergency board, if so demanded, and if no settlement is reached, that board must choose between “final offers” of the parties. The same “status quo” provisions apply as in Section 10 emergency boards.

NATIONAL RAILROAD ADJUSTMENT BOARD (NRAB)

The amendments of 1934 added a new section to the Railway Labor Act which created what is in effect an industrial court for the adjudication of disputes involving the interpretation or application of wage and rule agreements of rail carriers. It is known as the National Railroad Adjustment Board with offices in Chicago, Illinois, and Washington, D.C. It consists of 36 members, 18 selected by the carrier and 18 selected by the organizations of railway employees that are national in scope.

The National Railroad Adjustment Board is divided into four divisions, each of which functions and makes decisions separately, similar to the divisions of a court. Each division has jurisdiction over cases involving different classes of employees.

First Division— train and engine service.

Second Division— shop craft employees.

Third Division— clerical forces, tower and signal forces, maintenance of way employees, sleeping and dining car employees.

Fourth Division— yardmasters and all other employees not included in the other three (3) divisions.

The divisions of the NRAB primarily utilized by the UTU are the First Division (operating employees) and the Fourth Division (yardmasters). The First Division consists of two (2) labor members from UTU, two (2) labor members from BLE and two (2) management representatives from the carriers. The Fourth Division consists of one (1) labor member from UTU and (1) management member from the carrier. On many carriers, UTU represents shop craft employees, clerks, carmen and maintenance of way employees. The Second and Third Division of the NRAB will be utilized in the handling of cases involving these employees.

The NRAB operates under Uniform Rules of Procedure that are adopted by each division. These rules are rigid and strict and must be complied with. A party desiring to submit a dispute must file a notice of intent to file a submission within 75 days with the appropriate division. The notice must contain a full statement of claim and a copy must be furnished the respondent by the petitioner. There will be no time limit extensions granted, however, 15-day grace period will be issued. Upon docketing of the dispute by the NRAB, the division will advise the parties to exchange submissions. There are no rebuttals.

When cases are deadlocked by the NRAB, notice will be given to all parties, with the advice that if either party desires a referee hearing before the NRAB (with referee present), they must request same in their submission.

The partisan members of the NRAB usually select arbitrators. If they are unable to agree on a referee, either party may petition the National Mediation Board to appoint a neutral member (referee) to resolve the disputes.

The First Division of the National Railroad Adjustment Board inherited approximately 1,200 unresolved cases when it was established in 1934. Because train and engine service employees have always experienced the largest number of disputes, the backlog of unresolved disputes increased instead of decreased with the establishment of the First Division. In December 1939, the backlog had increased to 3,689 cases awaiting decision. In 1943, the backlog on the First Division had increased to more than 6,000 cases. On March 1, 1965, the backlog of undecided cases at the First Division totaled 4,089. It was not unusual for claimants to wait 10 or more years for their case to be decided.

As the backlog grew on the First Division, the operating crafts and some carriers sought to establish an alternate forum to resolve the pending claims and grievances.

PUBLICLAW BOARDS

On June 20, 1966, the 89th Congress enacted Public Law 89-456 which amended Section 3, Second, of the Railway Labor Act in order to provide the establishment of Special Adjustment Boards upon the request either of representative of employees or of carriers to resolve disputes otherwise referable to the National Railroad Adjustment Board, or any dispute which had been pending before the NRAB for 12 months from the date the dispute (claim) is received by the NRAB.

Such Special Adjustment Boards, which for identification purposes are referred to as Public Law Boards to distinguish them from Special Boards of Adjustment (SBA) otherwise provided for in the Railway Labor Act, have the same jurisdiction over claims and disputes submitted to them as does the National Railroad Adjustment Board.

Cases That Can Be Submitted to a Public Law Board:

1. Disputes which are referable to the National Railroad Adjustment Board. Such disputes must have been handled in the usual manner on the property up to and including the highest office of the carrier designated to handle such disputes.
2. Disputes that have been pending before the National Railroad Adjustment Board for at least twelve (12) months.

Cases That Cannot Be Submitted to Public Law Boards:

1. Claims and grievances arising under laws or agreements containing specific provisions for the disposition of such claims and grievances must be handled in accordance therewith. This should be carefully observed when preparing cases for a Public Law Board.
2. Disputes growing out of request for changes in rates of pay, rules, or working conditions.

PROPERNOTICE

When notice is served on a carrier to initiate the establishment of a Public Law Board, the notice should be timely filed in keeping with the grievance procedure, should clearly state its purpose and authority, should designate the employee member of the proposed board, and must include a list of the cases to be handled by the board. A proposed agreement to govern the establishment of the board should be furnished with the notice. The serving of such proper notice will constitute the institution of proceedings for the purpose of satisfying the time limit requirement of the grievance procedure. The notice is to be reviewed by the general chairperson.

In the handling of disputes under the grievance procedure, very often Public Law Boards do not have to be established by mutual agreement between the carrier and organization without the serving of notice by either party. Many times the agreements are entered into by officers assigned to assist a general chairperson. Voluntarily setting up boards in this manner is acceptable, although it is the policy of the UTU to encourage the serving of proper notice by the general chairperson and that he/she also enter into the agreement with the carrier representative. Particularly, if it is anticipated that a carrier may be unwilling to enter into an agreement to establish a board, the general chairperson should serve the notice and execute the agreement ultimately reached in order to avoid a challenge that such actions were not by the certified representative. Secondly, the rules of the National Mediation Board, Section 1207.1, require that requests of general chairpersons or International officers for Mediation Board action (appointment of neutrals under NMB Rule 1207.1) must have the approval of the chief executive of the employee representative. The request to the board must be filed on NMB Form 5, which requires supporting data including date notice for establishing a Public Law Board was made.

If, within 30 days of the serving of the notice for a proposed board, an agreement, along with the cases to be heard is not reached, the carrier refused to enter into a suitable agreement or appoint its member of the proposed Public Law Board, as required by Public Law 89-456, the International office (Field Service Department) should be notified and a request will be made for the National Mediation Board to designate a carrier member or appoint a procedural neutral, as the case may be. The specific issue or dispute preventing an agreement should be provided together with supporting data as required on NMB Form 5.

Rules of the NMB contemplate that when the partisan members of the board are designated, they must confer in an effort to reach an agreement establishing the board. If this should prove unsuccessful, a procedural neutral can be requested to assist the parties by resolving any issues preventing the parties from reaching an agreement.

Technically, under the act, when the partisan members have been designated and an agreement reached, the board is established and is to attempt to agree upon an award to dispose of the dispute or group of disputes. As this would be redundant with handling on the property, it is seldom done. But the parties are cautioned that any cases on the docket that are settled, unless withdrawn from the Public Law Board, constitute awards and must be filed with the National Railroad Adjustment Board along with the record of the cases, which then become public property.

When the agreement establishing the board has been finalized, the partisan members should meet as provided therein and endeavor to select a merits neutral member. NMB rules specify that “no neutral will be appointed under Section 1207.1 (c) (merits) until the agreement establishing the Public Law Board has been docketed by the Mediation Board.” The parties should advise the NMB, preferably by joint letter, of the neutral selected. If the parties are unable to agree on a neutral, the National Mediation Board should be requested to appoint one.

Three (3) copies of the agreement with a list of cases included, should be furnished the UTU International office for approval, two (2) of which will be furnished to the National Mediation Board. Often, upon reaching agreement, the parties may choose to furnish copies directly to the

Mediation Board. When this is done, a copy of the transmittal letter with one (1) copy of the agreement and list of cases should be furnished to the UTU International office.

In the event a carrier serves notice to establish a Public Law Board, the general chairperson is obligated to meet with the carrier and endeavor to reach a suitable agreement. The law applies equally to management and the organization insofar as the establishment of a Public Law Board is concerned.

CASES WITHDRAWN FROM THE NATIONAL RAILROAD ADJUSTMENT BOARD

Cases can be withdrawn from the National Railroad Adjustment Board if they have been pending before the tribunal for at least 12 months.

The withdrawal of such cases will be under the terms established by the NRAB for withdrawing cases, should be identified in the notice for a Public Law Board, and when the Public Law Board agreement is consummated the NRAB must be notified of their withdrawal to avoid the cases being reheard by that tribunal. The cases cannot be resubmitted to the NRAB. The presentation and hearing of these cases should be limited to the record before the NRAB as that would constitute the record of handling on the property.

A sample paragraph for use in such instances to be added to paragraph (G) of the proposed agreement would be:

The cases that have been withdrawn from the National Railroad Adjustment Board shall be decided upon the record of the case before the NRAB consisting of employees' ex parte submission, carriers' answer, employees' reply, and interpretation, if any.

After a board has been established, cases may be added to the docket by agreement between the parties to the board, subject to approval by the National Mediation Board and with the concurrence of the neutral member. One or the other party may not unilaterally add cases to a board. The addition of cases to a docket must be authorized by the NMB prior to hearing or considering such cases. An award on an unauthorized case would have no legal standing. However, it is not the intent to encourage or solicit additional cases; on the contrary, it is policy to discourage the establishment of "permanent" boards. Also to be avoided is establishing a board with a large docket of cases. In such instances, the NMB may delay establishing the board while requesting that the cases be grouped under issues to expedite handling and reduce expense of neutrals. When the proposed docket of cases contains a number of discipline or reinstatement cases, it may be advisable to establish a separate board to expedite such cases, particularly, at those times when the NMB is short of funds and must curtail activity of neutrals.

THIRD PARTY INTEREST JURISDICTIONAL WORK DISPUTES

Where a true jurisdictional work (or job) dispute appears to exist in cases referred to a Public Law Board, such determination should be made by the board with the neutral member participating as one of the majority considering and making the decision. If it is found that a third party may have an interest, such party should be notified and invited to participate in the manner

provided by the agreement. The neutral member shall be one of the two or more members of the board rendering an award in a dispute where notice of hearings has been given to third parties.

CRAFT AUTONOMY

Craft autonomy was a condition of acceptance of unification by the four former organizations creating UTU. Therefore, all concerned must carefully protect this inherent right when handling cases before a Public Law Board. Special attention should be given by consolidated committees.

Disputes arising from interpretation and application of collective bargaining agreements of the separate crafts that prior to unification may have been handled by tribunals established by law or agreement, may now become an intra-union matter.

When disputes involving more than one collective bargaining agreement within the UTU are to be progressed to a Public Law Board, consideration should be given to whether separate boards should be established. But if handled by an officer before the same Public Law Board, the cases should be listed separately insofar as possible under the agreements involved. When separate general committees are involved, extreme care must be observed to permit the general chairperson of the UTU having jurisdiction over the agreement to appear in person before the board to give his/her interpretation of the agreement, or to submit a written interpretation, or concur with the interpretation of the UTU partisan member of the board.

Care must be exercised when handling enginemen's cases to guarantee the UTU's right to progress claims or grievances arising under another engine service agreement. This right under the Railway Labor Act has been clearly upheld in the courts and there should be no relaxation of the right to handle such cases to a conclusion.

EXECUTIVE SESSION

When the members of the board first meet, the board may desire to organize itself and adopt rules and procedures for guiding its own function, set future hearing dates if necessary, the order and priority for handling cases on the docket, the handling of cases requiring notice to the grievant of date, place, and time of hearing of his case, handling of proposed awards, executive sessions, furnishing record to NRAB and such other matters deemed appropriate by the board members. Any change in time limits or waiver of time limits for handling cases as set forth in the agreement must be documented by notice to the NMB.

When the board is meeting with a procedural neutral, only the decision of the procedural neutral is necessary; when meeting with a merits neutral, an award requires a majority vote of the members.

It is preferable that proposed decisions of a board be considered in an executive session with only the principals in attendance to view proposed decisions with the neutral member before they are finalized for signature by the respective members. This may be an absolute requirement where a third party is involved. However, where there are many cases, or where cases may be

added to the docket after the board commenced functioning, or if reinstatement cases do not require such meeting, executive sessions can be inconvenient and require unnecessary expense to all parties, including the NMB. Common practice, therefore, is for the board to recess to allow the neutral member time to prepare proposed decisions and submit them to the carrier and employee members for review and concurrence with his determination. However, there should be an understanding with the neutral member that when proposed decisions are distributed in this manner, should either party object, the neutral's signature is not to be considered valid until he entertains the objection and submits a final award. All awards should be dated and signed by the parties. In the event the employee member feels a decision is erroneous, he should so indicate by signing his name and writing "dissent." In a few cases where the decision is so contrary to past practice or precedent decisions, a written dissenting opinion may be found necessary to be made apart of the final award.

INTERPRETATIONS – COMPLIANCE – ENFORCEMENT

Awards of Public Law Boards are to have the same status as the awards of the National Railroad Adjustment Board including compliance and enforcement. On this basis, the interpretation of awards of the NRAB as provided by Section 3, First (M) of the Railway Labor Act is equally applicable to awards of Public Law Boards. The provisions of the agreement in Paragraph J contain language taken from the Act and set no time limit for requesting interpretations. Many carriers desire a specified time limit, some as short as thirty days. This matter became the subject of several disputes ruled on by Procedural Neutrals with two finding no time limit required, but the majority finding a period of one year was appropriate. We find a minimum of ninety days (90) to be acceptable, but in no case should thirty days (30) be agreed to, as awards generally provide thirty days (30) for compliance leaving no time to request an interpretation if it is felt the carrier has not properly complied with the award.

Requesting an interpretation can often be utilized to clarify the intended application and required compliance in lieu of seeking enforcement.