

Mr. WOLFE. The Emergency Board recommendations contemplated that if the parties could not agree on the procedures to be adopted in connection with the job evaluation study, they would be assisted by the Department of Labor.

If an agreement as to procedures could not be reached, that would be arbitrated.

Mr. SATTERFIELD. In your estimation, is the question of disagreement as to amount tied up irrevocably with the question of job classification?

Mr. WOLFE. Certainly if we proceed in an attempt to rationalize this disturbed situation, a job evaluation study is absolutely essential.

Mr. SATTERFIELD. As far as you are concerned, would this not resolve the question so far as amount is concerned?

Mr. WOLFE. Yes, it would, and we would accept it. I think the most appealing factor there involved is that it would bring about a permanent remedy of any alleged inequities, and not a piecemeal proposition which will arise from time to time and continue to harass both of us.

Mr. SATTERFIELD. So the job evaluation is a very critical situation as far as you are concerned.

Mr. WOLFE. Yes.

Mr. PICKLE. Will the gentleman yield?

Mr. SATTERFIELD. Yes, I yield.

Mr. PICKLE. I didn't get to ask you a couple of questions I wanted to ask you a while ago. and which I also want to ask the witnesses who will follow you.

In the consideration of any new legislation, what is your feeling if provision was made by law that the parties dealing in the dispute, in the mediation or on the Emergency Board, the parties, the railroads, and the union, would have plenary authority, that is, authority to actually speak for their group and not have to go back to either the railroad management or to the unions for an answer? If they could reach an agreement, that would be binding.

Mr. WOLFE. I do not believe, especially in the railroad industry, that good-faith collective bargaining can be successfully carried out unless the parties who are actually negotiating have the definite authority to bind their principals. We have that authority through power of attorney. If a railroad or a group of railroads feel that we have gone too far, that is just too bad. They are bound when we make an agreement.

Mr. PICKLE. Your answer is that you would think that would help in significant mediation if both parties had plenary authority?

Mr. WOLFE. Yes, sir.

Mr. PICKLE. My next question is: If sometimes they really don't do serious bargaining until they get into an Emergency Board or a Special Board, what would be your feeling if any law we might establish said that the Emergency Board or a Special Board would, in their decision, choose either A or B, they would choose either the railroads' position or they would choose the union position?

Sometimes the parties are poles apart with no real effort, I assume, to get together. What would be your feeling that if you reached a point where the decision was tossed into an Emergency Board? Would you think it would be wise that they get to choose one or the other, but not both?