ARBITRATION UNDER SECTION 4
NEW YORK DOCK II, APPENDIX III

In the matter of	:	
	:	
NORFOLK AND WESTERN RAILWAY COMPANY	:	
ILLINOIS TERMINAL RAILROAD COMPANY	:	
	:	
and	:	
	:	ICC FINANCE DOCKET 29455
RAILROAD YARDMASTERS OF AMERICA	:	
	:	
and	:	
	:	
UNITED TRANSPORTATION UNION	:	

DECISION AND AWARD

JOSEPH A. SICKLES, ARBITRATOR

APPEARANCES:

For Norfolk & Western:	J. D. Gereaux R. J. Cooney Sidley and Austin (on Briefs)
For Illinois Terminal Railroad Company:	J. W. Horan
For Railroad Yardmasters of America:	T. W. Goodell
For United Transportation Union:	W. G. Mahoney E. DuBester C. L. Caldwell R. S. Metz

STATEMENT OF THE CASE

On October 2, 1981, the undersigned Arbitrator was nominated by the National Mediation Board as a Neutral Referee in a dispute between the Norfolk and Western Railway Company, the Illinois Terminal Railroad Company, the United Transportation Union and the Railroad Yardmasters of America. The dispute concerned the process for the selection of yardmaster forces following the acquisition of the Illinois Terminal by the Norfolk and Western.

A hearing on the matter was held on October 20, 1981, in St. Louis, Missouri. All parties were represented at the hearing, and were given an opportunity to present arguments and offer written documents into evidence. Following the hearing, the parties submitted Post-hearing Submissions on November 9, 1981, and Rebuttal Submissions on November 18, 1981.

BACKGROUND

The Parties to the Dispute

The Illinois Terminal Railroad Company (the IT) has operated a system principally connecting St. Louis, Missouri with Springfield, Decatur and Champaign, Illinois. IT Yardmasters are represented by the United Transportation Union (UTU) and have worked under an IT/UTU Collective Bargaining Agreement.

The Norfolk and Western Railway Company (N&W) operates in Missouri and Illinois, as well as a number of other states. The Railroad Yardmasters of America (RYA) represents Yardmasters on the N&W under a June, 1971 Schedule Agreement.

It appears, from the Submissions of the parties, that there are three or four Yardmaster positions at the IT McKinley Terminal, filled from a nine-man roster; there is one Yardmaster position at IT Decatur, filled from a seven-man roster. The N&W Ruther Yard has four Yardmaster jobs, and the N&W Decatur has about eleven Yardmaster jobs. It appears that about twenty N&W employees have qualified as Yardmasters at the St. Louis Terminal; the number of N&W Yardmasters in the N&W Decatur Seniority District was not submitted.

ICC Finance Docket 29455 (Sub-Nos. 1-5)

In December, 1980, the N&W and the IT filed an application with the Interstate Commerce Commission (ICC) seeking authority for the N&W to purchase the principal assets of the IT. The plan which was submitted to the ICC called for the dissolution of IT as a corporate entity and for the N&W

to operate the acquired IT lines as a single carrier. The purpose of the acquisition was to consolidate the carriers' several redundant facilities and operations into one system. As the ICC noted, the N&W already served the IT's principal market and all IT terminal points, except one, connected with the N&W.

At the time the application was filed with the ICC, the carriers supplied a description of the anticipated post-acquisition operations of the N&W. Although the proposed plan covered many aspects of the carriers' operations, only the following have relevance to this proceeding. First, the carriers' proposed plan called for closing the IT's McKinley Yard in Madison, Illinois (a point just east of St. Louis, Missouri), and IT's Decatur Yard in Decatur, Illinois. According to the proposed plan, the work of the McKinley Yard would be picked up by the N&W's Luther Yard in St. Louis and the IT's A. O. Smith, Granite City and Federal Yards in Illinois. The IT Decatur Yard work was to be shifted to the N&W Decatur Terminal 1/.

On June 19, 1981, the ICC approved the carriers' application, "subject to the conditions for the protection of employees stated in New York Dock Rv.-Control - Brooklyn Eastern Dist., 360 I.C.C. 60 (1979). The order was made effective 30 days from the date of service, and the authority granted was not to be exercised prior to that date.

New York Dock II Conditions

The ICC's imposition of employee protective conditions flows from the long-standing Congressional mandate to provide labor protective conditions in transactions following an ICC approved merger, acquisition, abandonment, etc. 49 U.S.C. Sec. 11347. The 1979 Order of the New York Dock Rv.-Control - Brooklyn Eastern Dist., set forth the most recent protections "to be afforded employees under the statute in the absence of a voluntarily negotiated agreement." ICC Finance Docket No. 29455, at p. 8, Appendix III of the New York Dock II Opinion, contains both the substantive protections to be provided to employees, as well as the procedural mechanisms for the

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1/ The plan anticipated that one yard crew formerly originating at McKinley would originate at Luther and the other three crews at McKinley would be relocated at Federal; the IT yard crew at the IT Decatur Terminal would operate out of the NW Decatur Terminal. At the time of the hearing, however, it was not clear whether any IT positions would be relocated and continued. Indeed, subsequent to the July 29, 1981 notification, the N&W abolished two N&W positions at Decatur.

resolution of disputes arising from the carriers' changes in operations, facilities, services and equipment.

The Parties' Negotiations Over the Transaction

As discussed above, N&W and IT planned to close the IT McKinley Yard and IT Decatur Yard upon the ICC's approval of the acquisition. Because this action was one which would result in the dismissal or displacement of employees, or could result in the rearrangement of forces, the carriers were required, under Section 4, Article 4 of the New York Dock Conditions, to provide the unions with 90 days' notice of the intended transaction and the opportunity to negotiate an acceptable method for the selection of forces. Specifically, Section 4, Article 1, provides as follows:

> "4. Notice and Agreement or Decision - (a) Each Railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.
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> Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:
>
> (selection procedures)

(b) No change in operations, services, facilities or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered."

Pursuant to the provisions of Section 4, the carriers posted the following notices on July 29, 1981, at both of the yards in Decatur, Illinois:

"Notice is hereby given, pursuant to Article 1, Section 4(a), of the New York Dock II conditions, of the Carriers' intention to unify, coordinate and/or consolidate their respective operations on or after November 1, 1981, in order to effectuate the transaction authorized in Interstate Commerce Commission Finance Docket No. 29455 (Sub-Nos. 1-5).

Statement of Proposed Changes:

As a result of the Carrier's exercise of the above-described authority, it is intended to unify, coordinate and/or consolidate, in whole or in part, facilities used and operations and services presently performed separately by Illinois Terminal Railroad Company and Norfolk and Western Railway Company.

It is intended that the seniority dates of all addressee yardmasters will, on the effective date of the unification, coordination and/or consolidation, be integrated into an appropriate single seniority roster, and that such employees will be employees of NW and will be available to perform service on a coordinated basis subject to currently applicable NW agreements.

Negotiations with employee representatives for the purpose of reaching an agreement on these changes will commence in the near future.

It is anticipated that one (1) yardmaster will be affected by the intended changes."

Similar notices were posted at the McKinley and St. Louis Yards. In each of those notices the carriers stated that, "It is anticipated that four (4) yardmasters will be affected by the intended changes."

By letters of the same date, the carriers served the notices on the General Chairman of UTU and RYA. The letters proposed meeting dates in order to negotiate an agreement

"with respect to application of New York Dock II conditions to the yard closings." A meeting between the carriers and the RYA was held on August 11, and a meeting with UTU was held the following day. At both of these meetings, the carriers presented a proposed Implementing Agreement. The principal provisions of the proposed agreement were:

1) To dovetail IT Yardmasters holding regular positions at McKinley Yard into the N&W St. Louis seniority district roster on the basis of their IT seniority date;

2) to place unassigned Yardmasters below employees holding regular positions with their relative ranking based on their former seniority dates;

3) to dovetail IT Yardmasters at Decatur into the N&W Decatur seniority district roster in the same fashion; and

4) to terminate the provisions of the IT/UTU Agreement and place all employees under the 1971 Schedule Agreement between N&W and RYA.

Neither union supported the carriers' proposal. Further, neither union proposed a position which was acceptable to the other. A meeting was held on September 3, 1981, but again, no agreement was reached. On September 22, 1981, the carriers wrote to both unions. The letter restated the carriers' position and described the unions' positions as the carriers perceived them. In conclusion, the carriers stated that they had no alternative but to invoke arbitration under Section 4 of the New York Dock II Conditions. As indicated above, the arbitrator was appointed by the National Mediation Board on October 2, 1981, and the parties argued the merits of their respective positions before this Arbitrator on October 20, 1981.

CONTENTIONS OF THE PARTIES

All parties agree that the carriers' plan to close two IT Terminals constitutes a "transaction" within the meaning of Section 1(a), Article 1 of the New York Dock Conditions 2/. Thus, there is no question that the results of the transaction

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2/ "Transaction" is defined as "any action taken pursuant to authorizations of (the) Commission on which (the New York Dock) provisions have been imposed. Whether the carriers' plan to eliminate the IT contract is also a transaction is an issue discussed, infra, at Pages 15-16.

must be in accordance with, and reached pursuant to, the remaining provisions of the New York Dock Conditions. Other than this area of agreement, the parties have argued sharply conflicting positions. In particular, the parties disagree as to what would constitute an appropriate selection of forces and what schedule agreement should cover the former IT Yardmasters who remain employed after the closing of the Decatur and McKinley Terminals.

The Position of the UTU

The UTU (representing the Yardmasters at the IT Terminals) objects to the Implementing Agreement proposed by the carriers in August, 1981. The UTU objects both to the method proposed for the consolidation of the N&W and IT seniority rosters and to the carriers' proposal to terminate all provisions of the UTU / IT Collective Bargaining Agreement.

a. Seniority Roster

The UTU, like the carriers, seeks the consolidation of the UTU and N&W Yardmasters rosters. Rather than dovetailing by seniority dates, however, the UTU believes the fairest and most equitable solution would be to consolidate under a "work equity" principle. Work in the terminals would be allocated between N&W and IT employees based on the percentage of work each group contributed to the whole prior to the coordination 3/. As precedent for this proposal, the UTU suggests the 1972 Agreement of the N&W and UTU covering the NKP and Wabash employees at St. Louis.

b. The UTU-IT Collective Bargaining Agreement

The UTU argues that the result of this proceeding should not be (indeed, cannot be) a termination of the UTU-IT Collective Bargaining Agreement. As support for this position, the UTU cites Section 2, Article 1 of the New York Dock Conditions:

> "2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes."

3/ Because of the relative seniority youth of IT employees, straight dovetailing by seniority date would place only one IT employee in the top seven on the active roster at St. Louis. Under the UTU proposal, three IT Yardmasters would rank in the top seven.

This provision, it is argued, guarantees the continuation of the substance of the UTU-IT Collective Bargaining Agreement, even after the IT has ceased to exist as a separate entity.

The Position of the RYA

The RYA, representing the Yardmasters employed by the N&W, has also rejected the carriers' proposed Implementing Agreement. The RYA's position is, in essence, as follows:

a) The carriers' planned transaction does not call for the elimination of any N&W positions and, therefore, N&W Yardmasters cannot be adversely affected by the transaction. When the IT positions at the terminals are abolished, the IT Yardmasters will become "dismissed" or "displaced" employees under Sections 5 and 6, Article 1 of the New York Dock Conditions and should be treated accordingly.

b) To place all IT Yardmasters on the N&W roster, under any method, would violate the June 1, 1971 N&W-RYA Agreement, since Article 4(a) of that agreement sets up a 42 day qualifying period before seniority is granted. Furthermore, RYA claims that a roster consolidation would violate RYA's 1972 Implementing Agreement with N&W. That agreement provides the exclusive method for placement on an N&W roster and does not contemplate that placement of Yardmasters from other carriers on the N&W roster. Since New York Dock Section 2, Article 1, quoted above, guarantees the integrity of pre-existing agreements, the RYA contends that any roster consolidation would be inappropriate.

c) If, however, a roster consolidation is imposed pursuant to this proceeding, the RYA argues for a "top and bottom" roster in which the two groups of Yardmasters are given priority rights only on their former property. The RYA points out that the "top and bottom" system was used in the 1971 consolidation of the N&W/RYA Cleveland Terminal Yardmasters and 1972 consolidation of the RYA St. Louis Terminal Yardmasters 4/.

d) Finally, if IT Yardmasters are dovetailed into the N&W roster, the RYA asks that the Arbitrator give the same benefits as those provided in the Award in Conrail and Detroit

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4/ The RYA notes that the UTU proposal for consolidation would place IT Yardmasters ahead of N&W Yardmasters with greater Yardmaster seniority and would displace active N&W Yardmasters with IT employees who do not now hold regular Yardmaster positions, but who are only carried on the IT Yardmaster roster.

Terminal and RYA (New York Dock Labor Conditions)(August 13, 1981). Specifically, the RYA suggests that severance allowances be offered on a seniority basis to Yardmasters at N&W, as well as IT.

The Position of the Carriers

The carriers seek an award adoption of the Implementing Agreement proposed on August 11 and 12, 1980. They seek both a roster consolidation and the elimination of the UTU-IT Agreement. With respect to the consolidation of rosters, the carriers contend that such action is necessary if the IT operations are to be fully integrated into the N&W network. The carriers contend that of the methods proposed, theirs is the most equitable since it will insure that the most senior employees on both systems will remain in positions.

The carriers also assert that it is essential that all Yardmasters on the consolidated roster work under a single set of rules, the 1971 N&W-RYA Agreement. Indeed, the carriers contend that it would be contrary to the purpose and intent of the ICC Order authorizing N&W's purchase of IT if N&W was not allowed to place the IT employees under the same rules as the N&W employees 5/.

In response to both UTU's and RYA's argument that Section 2, Article 1 of the New York Dock expressly prohibits this, the carriers have responded as follows:

> "The organizations now contend, however, that section 2 of the New York Dock Conditions precludes such changes in existing collective bargaining agreements. (Citation omitted). The section upon which the organizations rely is as follows:
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> 2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes."
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> What the organizations ignore is the proviso

5/ The carriers contend that the two sets of rules differ in the basic pay rate, holiday and vacation pay, disciplinary procedures and seniority rules.

that existing collective bargaining agreements may be changed "by future collective bargaining agreements or applicable statutes." It is clear that the arbitration process set forth in section 4 is an integral part of the collective bargaining process contained therein, resulting eventually in an agreement voluntarily negotiated between the parties or one prescribed by arbitration. The fact that arbitration may be required does not, however, deprive the ultimate product of its character as a collective bargaining agreement."

In support of the principle that an Arbitrator's Award under Section 4 of New York Dock may change the provisions of a collective bargaining agreement, the carriers rely on the recent Awards in Conrail and Detroit Terminal Company and RYA (New York Dock II Labor Protective Conditions, Seidenberg, Arb. August 1981); New York Dock Railway and Brooklyn Eastern District Terminal and Brotherhood of Locomotive Engineers (New York Dock II Labor Protective Conditions, Quinn, Arb., December 1980); and Chesapeake and Ohio Ry. Co. and Brotherhood of Locomotive Engineers and UTU (Oregon Short Line II Labor Protective Conditions - Abandonment of Cross Lake Ferry Service, Van Wart, Arb., May 1980). Moreover, the carriers rely extensively on authorities in pre-New York Dock II cases for the proposition that the ICC has the power under the Interstate Commerce Act to prescribe terms which are inconsistent with an earlier collective bargaining agreement. Southern Co.-Control - Central Ga. Railway, 331 I.C.C. 151 (1967); Brotherhood of Locomotive Engineers v. Chicago & North Western Ry., 314 F.2d 424 (8th Cir. 1963).

DISCUSSION AND FINDINGS

The carriers seek the adoption of a consolidated roster consisting of the N&W and IT employees with seniority as Yardmasters. Those IT employees who are, as a result of their placement on the roster, able to hold regular positions would work under the N&W Schedule Agreement 6/. The carriers claim that this is the most equitable plan and the only plan which will permit an efficient integration of operations. According to the carriers, an award to this effect would be the result of "the collective bargaining process", and thus, the benefits and working conditions of IT employees could be changed without running afoul of Section 2 of the New York

6/ Those IT employees displaced or dismissed as a result of the roster consolidation would, presumably, exercise certain seniority rights in other crafts or receive protective benefits under New York Dock II based on the earnings they received under the IT contract.

Dock II Conditions. In essence, the carriers' position assumes that an arbitration proceeding under Section 4 of the New York Dock may take the posture of an "interest arbitration" proceeding in which all terms and conditions of employment may be debated and determined. As the carriers point out, the award they seek would not only alter the seniority ranking of IT employees, but would alter all other aspects of the employment relationship, including such things as the holiday pay they receive and the disciplinary procedures applied to them.

In considering the merits of the carriers' argument, I have reviewed the history of labor protective provisions, in general, and the development of the New York Dock II Conditions, in particular 7/. My conclusion is that Article 1, Section 4 of the New York Dock II Conditions does not provide an avenue for interest arbitration of all benefits and working conditions to the extent suggested by the carriers. This view is derived from an anlysis of the language and structure of Section 4, as well as an analysis of the ICC Order which approved N&W's acquisition of IT.

Section 4 is invoked when a railroad contemplates a "transaction"; which term is defined as "any action taken pursuant to authorizations of this Commission on which these provisions have been imposed." What the Commission authorized in Finance Order 29455 was the acquisition of IT by N&W with all the attendant changes in operations, including the closing of the McKinley and Decatur Yards. In contrast to the authorization for changes in operations, the Commission did not authorize changes in working agreements. Indeed, to the extent that the Commission involved itself with labor relations, it imposed labor protective conditions of New York Dock II. Apart from this, it cannot be said that the Commission authorized the carriers to take steps to alter working conditions in the abstract. Thus, in my view, the term "transaction" is limited to those actions proposed by a carrier to make the changes in operations authorized by the ICC 8/.

7/ This history is set forth in New York Dock Ry. v. U.S., 609 F.2d 83 (2d Cir. 1979).

8/ I understand that my view of the term "transaction" differs from that expressed by the Arbitrator in New York Dock and Brooklyn Eastern District Terminal. Nevertheless, I cannot subscribe to the view that the ICC intended the word "transaction" to encompass proposals for changes in seniority rosters only in the absence of operational changes.

The only transaction that invoked Section 4 in this instance was the carriers' proposal to close the two terminals. The arbitration clause in Section 4 must necessarily be limited to labor disputes connected with the implementation of that specific transaction. There is no language in Section 4, or anywhere else, that suggests that the scope of arbitration should extend beyond the transaction contemplated. Certainly, nothing suggests that the scope of the Award may go so far beyond the particular transaction involved to determine, as the carriers now ask, such things as the rates of holiday pay to be provided to all employees, or the particular disciplinary procedures which should be followed.

Furthermore, the importance of Section 2 in the New York Dock II Conditions cannot be ignored. The carriers did not articulate their interpretation of that section until they submitted the Rebuttal Submission (see Page 9, et seq, above). Prior to this argument, the carriers relied on other authorities for the proposition that changes in collective bargaining agreements may be made pursuant to an ICC Order. In support of their contentions. the most precise authority was found in Southern-Control - Central Georgia Railway, supra; BLE v. C & NW Ry., supra, as well as two arbitration awards under New York Dock Conditions: New York Dock Railway and Brooklyn Eastern District Terminal, supra, and BLE and Conrail and Detroit Terminal Co., supra.

With the passage of time and concepts, and in contemplation of the "transaction" limitation mentioned above, I question whether Central Georgia and BLE v. C & N Western are as persuasive to the carriers' position as they urge. To be sure, the Arbitrator in Conrail and Detroit Terminal did eliminate a collective bargaining agreement. But, nothing in the Award offered any insight into the Arbitrator's views as to the extent of his authority to make such a ruling. The Award in New York Dock and Brooklyn Eastern District Terminal is currently under District Court review in the Eastern District of New York.

It may be that an Order which placed all employees under one set of rules would be a logical step or result in a smoother operation. But, even if the record convinced me of that, said circumstances would not confer jurisdiction where none existed otherwise. Moreover, I have been asked here to eliminate an entire collective bargaining agreement without any actual evidence regarding the practical operation of that agreement. Within the framework of the limited time available to us, such a step could hardly be considered to be a true extension of "collective bargaining" and a valid exercise of interest arbitration.

In any event, I reject the carriers' invitation to eliminate the UTU-IT Agreement in toto, and hold that the only alterations which are proper are those necessary to effectuate the selection of forces 9/.

Turning to the specific transaction involved, the parties are required under Section 4 to negotiate or arbitrate the system for the selection of forces after the closing of the two terminals. The consolidation of rosters based on seniority is one manner of selection, but there is some question as to whether that method is appropriate. The UTU believes it to be inequitable since few of their members have longevity as Yardmasters and would be dismissed or displaced by such an award. The RYA, on the other hand, argues that its contract does not permit the entry of UTU Yardmasters onto its roster and, further, that Section 2 of New York Dock does not permit any changes in the operation of the seniority provisions of its contract, even through the use of Section 4 procedures.

Just as the carriers read Section 4 too broadly, RYA reads it too narrowly. Section 4 speaks very specifically to the efficacy of "an agreement or decision under this section" covering the "assignment of employment made necessary by the transaction." This provision, it seems clear, gives an Arbitrator the authority to design a selection system which may lead to deviations from the systems used prior to the ICC Order. At the same time, the language of Section 4 makes it clear that each system should be designed to fit the facts of the particular case. This standard suggests that the past practices of the parties should be taken into account, but that solutions in other settings should not be followed merely as a matter of course. Although the UTU and RYA have submitted a number of implementing agreements, none involve the issues and problems encountered in this proceeding. Thus, the system fashioned in the Award below has not followed either union's model, but represents the closest approximation to an equitable solution under the circumstances.

9/ In view of the holding above, it is unnecessary to decide whether the Interstate Commerce Act gives the ICC authority to supersede all provisions in collective bargaining agreements.

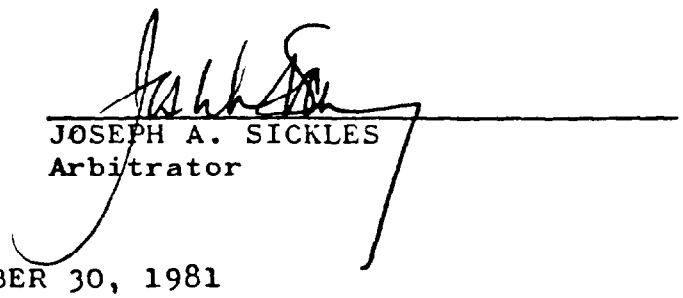
AWARD

1. The names and seniority dates of Illinois Terminal Yardmasters at McKinley Yard, Madison, Illinois, will be integrated into the Norfolk and Western St. Louis consolidated roster established by Implementing Agreement, July 18, 1972, between the Norfolk and Western Railway Company (former Wabash Railroad) and its employees represented by the Railroad Yardmasters of America by first dovetailing seniority of employees who held regular positions on June 22, 1981, with their seniority dates as shown on the respective rosters as of June 22, 1981. All other employees shown on the rosters of the group involved will be listed on the integrated rosters below employees who held regular positions on June 22, 1981, with their relative ranking to be determined on the basis of their former seniority dates, but will have their seniority on the integrated rosters dated June 22, 1981.

2. The names and seniority dates of Illinois Terminal Yardmasters at Decatur, Illinois will be dovetailed into the Norfolk and Western roster of Yardmasters at Decatur, Illinois in the same manner set forth in Section 1.

3. The St. Louis Terminal Seniority District is expanded to include the Illinois Terminal McKinley Yard, Madison, Illinois, and the Decatur, Illinois Seniority District is expanded to include the Illinois Terminal Yard at Decatur, Illinois.

4. The parties are directed to execute any agreement necessary to implement this Award. Any agreement executed by the parties pursuant to this Award will become effective fifteen (15) days after the date of execution.



JOSEPH A. SICKLES
Arbitrator

DECEMBER 30, 1981